Ram Lal Jain
v.
The Central Bank of India Ltd.,

Dulat, J.

of a contract, strictly speaking, but of any obligation resembling a contract like a pledge as is the case here. In my opinion, therefore, the appellant's claim against the respondent-Bank is in respect of a 'debt' and the Tribunal under the Displaced Persons (Debts Adjustment) Act has jurisdiction to determine it. I would, therefore, allow this appeal and send the case back to the learned Single Judge for the determination of the other questions involved in the appeal, without making any order as to costs.

ORDER OF THE COURT

The appeal is dismissed but the parties are left to their own costs in this Court.

B.R.T.

APPELLATE CIVIL

Before Inder Dev Dua and P. C. Pandit, JJ.

BALKISHAN,—*Appellant*

versus

SUBASH CHAND AND ANOTHER,—*Respondents*

Regular Second Appeal No. 175 of 1960

1960

Dec., 22nd

East Punjab Urban Rent Restriction Act (III of 1949)—Section 3—Notification No. 10665-LB-53/957, dated January 19, 1957, issued by the State Government under—Whether exempts the buildings constructed in 1953, 1954 and 1955 with effect from the dates of their completion or from the date of the notification—Interpretation of Statutes—Rules as to, stated.

Held, that notification No. 10665-LB-53/957, dated January 19, 1957, issued by the State Government under section 3 of the East Punjab Urban Rent Restriction Act, 1949, exempts the buildings constructed in the years 1953,

1954 and 1955 with effect from the date of the notification and not from the dates of their completion. The real intention of the author of the notification was to grant exemption to the buildings consrtucted during the years mentioned therein for five years with effect from the date of its enforcement.

Held, that the most common rule of statutory interpretation is that a statutory provision which is on its face clear, precise and unambiguous, need not—nay cannot—be interpreted by a court and it is only those statutes which are ambiguous or of doubtful meaning which are subject to the process of statutory interpretation. It is, as is often said, not permissible to interpret what has no need of interpretation. When the language is plain and does not admit of more than one meaning, the duty of interpretation does not arise; the language itself in such a case best declares the intention of the law-giver.

Held, that in all cases the object of interpretation of statutory instruments is to see what is the intention expressed by the words used. From the imperfection of language, however, it may at times be rendered difficult to know the intention without making a further enquiry as to what were the circumstances with reference to which the words were used and what was the object appearing from the circumstances which the person using them, namely, the draftsman, had in view; it being almost indisputable that meanings of words may and often do vary, according to the circumstances with respect to, and in the back-ground of which they are used. It may also not be incorrect in this connection to state that a new legislation usually ties itself to the past experience and prior enactments on the same subject-matter and continuity of regulation and consistency of purpose is, broadly speaking, much more real than is commonly supposed. In order, therefore, to insure that the Court has correctly ascertained the legislative intent it is legitimate to take into account the evil or the mischief which existed and was endeavoured to be remedied.

Case referred by he Hon'ble Mr. Justice A. N. Grover, on 24th August, 1960 to a Division Bench for decision of legal points involved in the case and the case is finally decided by the Division Bench consisting of Hon'ble Mr.

Justice Dua and Hon'ble Mr. Justice P. C. Pandit, on 22nd December, 1960.

Second Appeal from the decree of the Court of Shri Parshotam Sarup, District Judge, Jullundur, dated the 2nd day of February, 1960, affirming with costs that of Shri Muni Lal Jain, Sub-Judge 1st Class, Jullundur, dated the 22nd August, 1959, granting the plaintiff a decree for ejectment against the defendants in the two suits Nos. 73 and 74 of 1959, with costs. The said two suits were consolidated later on and tried together.

H.R. SODHI & L. K. SOOD, ADVOCATES, for the Appellant.

SHAMSHAIR CHAND, P. C. JAIN, AND G. C. MITTAL, ADVOCATES, for the Respondents.

JUDGMENT

Dua, J.

DUA, J.—This judgment will dispose of Regular Second Appeals Nos. 175 and 176 of 1960, both of which have been referred to a Division Bench by Grover, J. The principal question which calls for determination is whether notification No. 10665-LB-53/057, dated the 19th January, 1957, issued by the State Government under Section 3 of the East Punjab Rent Restriction Act, 1949, exempts the buildings constructed in the years 1953, 1954 and 1955, with effect from the dates of their completion or from the date of the notification.

The dispute arose in the following circumstances. Subash Chand, minor son of R. S. Hari Chand, with Shrimati Indra Devi, his mother as his next friend, brought two suits for ejectment, one against Darshan Lal (Suit No. 73 of 1959) and the other against Balkishan and Om Parkash (suit No. 74 of 1959) on the ground that two shops, which are the subject-matter of the suits, were let out to their respective tenants at a rental of Rs. 43 and Rs. 51 per month, respectively, and that the tenancies commenced on the first day of each English

calendar month and ended on the last day thereof; that the shops were constructed in the year 1953-54; that by virtue of notification No. 10665-LB-53/957, dated the 19th January, 1957, issued by the Punjab Government, the said premises were exempted from the provisions of the East Punjab Urban Rent Restriction Act, 1949, and that the notices of ejectment had been duly served on the defendants-appellants.

These suits were resisted by the respective defendants on various grounds, but in the present proceedings in this Court we are only concerned with the scope and effect of the notification mentioned above and the validity of the notices served by the plaintiff on the tenants. The second point was, however, half-heartedly raised on behalf of the appellant and that too in the fag-end of the arguments.

The notifications in question is in the following terms :—

> "The 19th January, 1957.
>
> 5. No. 10665-LB-53/957.—The Governor of Punjab is hereby pleased to notify his direction under Section 3 of the East Punjab Urban Rent Restriction Act, 1949, that the provisions of the said Act shall not apply for a period of five years to buildings constructed in the years 1953, 1954 and 1955."

Both the Courts below have held that the period of five years mentioned in the notification begins from its date, that is to say, 19*th January*, 1957, *and not from the date of the completion of the buildings* in question, because according to both the Courts below such is the meaning of the plain

Balkishan
v.
Subash Chand
and another

Dua, J.

language of the notification. The matter, as indicated earlier, initially came up before Grover, J., who in view of the fact that the decisions in these appeals is likely to affect other cases in which the same point may be involved ; considered it desirable as stated earlier that they may be decided by a Division Bench.

On behalf of the appellant; reference has been made to two earlier notifications dated 8th of March; 1951; and 29th of December; 1955; which too had better be set down here :—

"The 8th March, 1951.

No. 1120-LG (A)-51/11-411.—In exercise of the powers conferred by Section 3 of the East Punjab Urban Rent Restriction Act; 1949; the Governor of Punjab is pleased o exempt all buildings constructed during the years 1951 and 1952 from the provisions of the said Act for a period of five years with effect from the date of the completion of any such building."

"The 29th December; 1955.

No. 9186-LB (Ch)-55/35123.—In exercise of the powers conferred by Section 3 of the East Punjab Rent Restriction Act, 1949 (Punjab Act III of 1949); the Governor of Punjab is pleased to exempt all buildings constructed during the years 1956; 1957 and 1958; from the provisions of the said Act for a period of five years with effect from the date of completion of such buildings."

It has been contended that just as in the two earlier notifications; the period of exemption was to begin from the date of the completion of the buildings covered thereby, in the notification of

1957 also; the State Government intended to grant exemption to the buildings constructed in the year 1953; 1954 and 1955; for a period of five years from the dates of completion of such buildings, the words "with effect from the date of completion of such buildings" having been omitted merely because they were considered to be unnecessary or mere surplusage. It is further argued that that is the only way in which consistency and harmony can be imputed to the State Government which was entrusted with the function of a delegated legislative body for the purposes of section 3 of the Rent Restriction Act.

In my opinion, the argument is not sound. The first notification dated 8th March, 1951 exempted all buildings constructed during the years 1951 and 1952, it is apparent that the notification was enforced before a large majority of the buildings covered thereby were completed; only those buildings which were completed before the 8th of March, 1951, did not fall in this category and it is only with respect to those few buildings that this notification was to operate retrospectively. But looking at things in a practical way, there could hardly be any appreciable number of instances in which the operation of this notification could, though intended to be applicable, be held to become ineffective on account of the doctrine of '*fait accompli*'. Being, therefore, a notification which has substantially to operate prospectively, the State Government naturally considered it desirable to fix the precise time, when the provision with respect to the exemption granted under the notification was to become operative in regard to the buildings covered thereby. The second Notification dated 29th December, 1955, was clearly concerned with the buildings constructed in 1956, 1957 and 1958. In this case,

Balkishan
v.
Subash Chand
and another

Dua, J.

however, all the buildings covered by the notification would obviously have the fullest advantage of the exemption, because from the very nature of things they could not have been completed before the date of the notification. Reading these two notifications together, it appears to me that the State Government intended thereby to give to all completed buildings substantially a period of clear 5 years of exemption from the Rent Restriction Act. As is apparent, these two notifications only covered the buildings constructed during the years 1951, 1952, 1956, 1957 and 1958. The buildings constructed in the intervening period covered by the years 1953, 1954 and 1955 were left out and not given the benefit of the exemption. In 1957, it seems that the Government thought that buildings constructed during these three years must also be given the benefit of similar exemption with the result that the impugned notification was made by the State Government in December, of that year. Since all the buildings covered by this notification had already been completed—the period of completion ranging between one and four years— to fix the date of completion of these buildings as the beginning of the period of five years of exemption would have resulted in clear discrimination, arbitrariness and lack of uniformity even in respect of the various buildings constructed at different times during these three years ; leave alone the glaringly obvious consequence that not one of the buildings constructed during these three years could by any possible means get the exemption for the full period of five years as expressly provided by the notification. It is apparently for this reason that the State Government, in its wisdom, did not fix the date of completion of the building to be the date from which the period of exemption was to begin. The plain language of this notification clearly suggests that the period of exemption mentioned therein

should, as is normally the case, begin from the date of its enforcement. This conclusion is inescapable and flows from the natural meanings of the words.

Mr. Sodhi has, however, vehemently contended that we must read in this notification the words which were expressly included in the earlier two notifications, namely, that the period of five years fixed therein was to begin with effect from the date of completion of the buildings concerned, because such a construction would bring harmony in the language of all the three notifications. In order to harmonise them, according to the counsel, we must resort to a fiction and incorporate in the notification of 1957 the words mentioned above, though its author has chosen to exclude them. The harmony, so argues the counsel, lies in commencing the period of exemption from the date of completion of such buildings without considering whether or not as a matter of fact any such building can on this construction get the benefit of the exemption for a period of five years, which was indisputably intended by the framers of the notification. This contention is, in my view, wholly misconceived and is supportable by no well-recognised cannon of interpretation.

The most common rule of statutory interpretation— and it is agreed on all hands that the same rule should govern the construction of the notification in question— is that a statutory provision which is on its face clear, precise and unambiguous, need not—may cannot—be interpreted by a court and it is only those statutes which are ambiguous or of doubtful meaning which are subject to the process of statutory interpretation. It is, as is often said, not permissible to interpret what has no need of interpretation. When the language is plain and does not admit of more than

Balkishan
v.
Subash Chand
and another

Dua, J.

one meaing, the duty of interpretation does not arise; the language itself in such a case best declares the intention of the law-giver. The notification before us appears to me clearly to fall in this category.

For the appellant, it is stressed—though in substance it is only putting the earlier argument in more attractive words—that literal interpretation must give way if it creates or leads to a result contrary to the apparent or even to the necessarily assumed intention of the law-giver and it is emphasised that the apparent intention of the author of the notification of 1957 was or at least must be deemed to provide for exemption from the Rent Restriction Act for a period of five years beginning from the date of the completion of the buildings concerned; this intention, according to Mr. Sodhi, becomes apparent by reading the two earlier notifications and by harmonising the present one with them. I find it exceedingly difficult to uphold this contention.

In all cases, the object of interpretation of statutory instruments is, as discussed earlier, to see what is the intention expressed by the words used. From the imperfection of language, however, it may at times be rendered difficult to know the intention without making a further enquiry as to what were the circumstances with reference to which the words were used and what was the object appearing from the circumstances which the person using them, namely, the draftsman, had in view; it being almost indisputable that meanings of words may and often do vary, according to the circumstances with respect to, and in the back-ground of which they are used. It may also not be incorrect in this connection to state that a new legislation usually ties itself to the past experience and prior enactments on the same subjec-matter and continuity of regulation and

consistency of purpose is, broadly speaking, much more real than is commonly supposed. In order, therefore, to ensure that the Court has correctly ascertained the legislative intent it is legitimate to take into account the evil or the mischief which existed and was endeavoured to be remedied. On the basis of this aspect and of the language available from the notification of 1957, we have to attempt to arrive at a judgment as to what the framers of this notification in all probability intended.

Applying the aforesaid tests to the notification in hand, I entertain no reasonable doubt that the real intention of the author of the three notifications already reproduced was to allow, the owners of the buildings constructed between the years 1951 and 1958 a period of five years to lease them out in the open market completely uncontrolled by the provisions of the Rent Restriction Act. I encounter no difficulty in spelling out this intention by reading the three notifications together in harmony.

It is a matter of common knowledge that on account of country-wide shortage of accommodation in urban areas a difficult situation was created and the landlords began to exploit it to the detriment and even harassment of the tenants. This situation necessitated the rent restriction legislation. But then, this measure seems to have also had the unexpected and unintended effect of discouraging further construction of buildings for the purpose of leasing them out to tenants, in that such an investment was apparently not considered attractive enough by the capitalists. The problem of shortage of accommodation in urban areas thus remained substantially unsolved, for the construction of new buildings did not keep pace with the increase in urban population. It is apparently to meet this situation by

Balkishan
v.
Subash Chand
and another

Dua, J.

inducing persons, in a position to invest capital in the construction of buildings in urban areas for leasing them out, but who were hesitant in doing so on account of the restrictive provisions of the Rent Restriction Act, to so invest their capital, that the scheme of exempting buildings from the Rent Restriction Act for a period of five years was introduced in 1951.

In 1951, exemption was granted in respect of buildings constructed in 1951 and 1952 only, seemingly, on the ground, that the authorities expected this exemption to prove sufficiently effective in solving the problem. By 1955, however, it was realised that in the absence of such an exemption persons possessed of means were still feeling disinclined to invest their funds in constructing buildings for the purposes of leasing them out. It is in this back-ground that after waiting till December, 1955, the State Government appears to have felt the necessity of providing a similar exemption for five years in respect of buildings to be constructed during the years 1956 to 1958. This naturally gave rise to the anomaly that whereas the owners of the buildings constructed during 1951 and 1952 as also of those constructed from 1956 to 1958 enjoyed the benefit of exemption for five years from the provisions of Rent Restriction Act, those, who had constructed buildings during the years 1953 to 1955 were completely bereft of this benefit. It was presumably to remove this apparently unjust anomaly and to introduce a uniform system of exemption for five years to all owners of buildings constructed between 1951 and 1958 that the notification in question seems to have been made.

Now if this be the true object and purpose of the exemption in question—and no other object has been suggested at the Bar—then the question

is directly presented if it would not be legitimate to conclude that the real intendment of the author of the notification was to ensure to the owners of the buildings concerned effective and truly operative exemption from the Rent Restriction Act for clear five years, so that they may have during that period a return or yield for their investment in open or *laissez-faire* market. Construing the provisions of the notifications on the subject of the exemptions in the light of the above discussion, the irresistible conclusion is that the notification of 1957 was intended, as its language manifestly shows, to lay down a period of exemption for five years, to commence from the date of its enforcement; in other words, this notification must be held to be only prospective in its operation. Since this meaning is plainly apparent from the clear language of the notification itself, the burden of proving the contrary was heavily laid on the appellant. The construction suggested by him is not only unjustified on the plain wording and the natural meaning of the language employed in the notification, but it also tends to defeat the very object which the exemptions have been intended to advance, and indeed the suggested construction is calculated to lead to arbitrariness and unreasonable discrimination. Reading the notification in question in the back-ground of the rule of reasonableness, which, as our Constitution manifestly suggests, is one of the basic principles of our system of jurisprudence, I am wholly unable to persuade myself to countenance and sustain this position.

Finally, I find it almost impossible to ignore that, as already noticed earlier, by adopting Mr. Sodhi's construction, the startling consequence, which must inevitably result, would be that though the benefit of the notification is expressly intended to extend to five years, there would be,

Balkishan
v.
Subash Chand
and another

Dua, J.

strangely enough, not a single building constructed during the years 1953 to 1955 (covered by the notification) the owner of which can possibly enjoy the benefit of the exemption for the full requisite period. This consideration appears to me to be almost conclusive against the appellant. The notification in hand is a solemn act of the legislative delegate and it should, in my view, be assumed that the legislative process achieves an effective and operative result. It cannot be presumed that the law-giver would do a futile thing; on the contrary a law has to be so construed as not to make any of its provisions inoperative or insignificant. The contention that this consequence is immaterial and does not in any way invalidate the argument, because it is the uniformity and consistency in the language of the notification in enforcing their operation with effect from the dates of the completion of the buildings alone which need be ensured by the process of interpretation, is obviously wanting in merit and calls for no serious comment. Laws, being a means to social ends, are made to regulate the conduct and affairs of men, as members of the community; they are not, as seems to be assumed by the appellant, directly concerned with mere brick and mortar; it is thus in terms of their effect on men as members of the body politic that the Courts consider their scope and meaning in the process of interpretation. It is this basic aspect which is ignored by the appellant.

In view of the foregoing discussion, it is clear that the words 'with effect from the date of completion of such buildings' occurring in the two earlier notifications were purposely omitted from the third notification of 1957, with the result that to add these words to it in the guise of interpretation would not only amount to legislation on the

part of Courts, which is not permissible, but would also defeat the purpose of the notification and be contrary to the intention of its author. In result therefore, whether we look at the letter of the notification or at its reason and sense, the construction suggested on behalf of the appellant is difficult to sustain. I would, therefore, unhesitatingly hold in agreement with the Courts below that this notification must be so construed as to grant exemption to the buildings constructed during the years mentioned therein for five years with effect from its own date of enforcement.

In so far as the question of notices is concerned, Mr. Sodhi made a faint reference to Exhibits D. 1 and D. 2 with the object of showing that the tenancies in both the cases did not begin from the first day of each calendar month. When confronted with the finding of the lower appellate Court on this point, which is apparently a finding of fact, the learned counsel merely urged that there being no written lease-deed, the date of the receipt in the case of Balkishan and the date of the security in the case of Darshan Lal must be held to represent the correct dates of the commencement of the leases. The counsel also submitted that Darshan Lal did not care to appear in his own favour as a witness and Balkishan, DW 4, has actually stated that his tenancy began from 20th of February, 1955.

In my opinion, the concurrent findings of the Courts below that the tenancies in both the cases commenced on the first and ended with the last day of the Gregorian month are findings of fact and binding on this Court on second appeal. But this aspect apart, as shown by Mr. Shamair Chand, the defendants had in two previous suits taken different and contradictory stands in respect of the dates of the commencement of leases

Balkishan
v.
Subash Chand
and another

Dua, J.

with the result that the plaintiff was compelled to withdraw the suits, which failed obviously on account of the defendants' pleas. Both the courts below have come to the further conclusion that the defendants cannot be permitted to go back on their admissions in their previous written statements, P. W. 1/1 and P.W. 1/2. On behalf of the appellant, nothing has been urged against this finding, which appears to be fully justified. The defendants having successfully defeated the plaintiff in the earlier suits by pleading that the leases in question began from the first of every English calendar month could not be permitted to go back on this plea in the present suits. The defendants are, in my view, clearly estopped or prohibited from taking inconsistent positions in respect of the same transaction, see *Mst. Malan* v. *Karta Mal Mangta Mal* (1).

This brings me to the last prayer made on behalf of the appellants at the conclusion of the arguments on the merits and indeed after we had indicated that the appeals were without merit. It was prayed that the appellants should be granted some time for vacating the premises in question, so that they may be able to make alternative arrangements. Our attention was not drawn to any provision of law—statutory or otherwise—which makes it obligatory for us to grant time as prayed. In so far as equitable considerations go, I have completely failed to discover any equity in favour of the appellants. For the last three years or so, they have been sticking to the premises in question by taking all sorts of pleas—true or false, consistent or inconsistent. Rules of equity—if anything—are dead against the appellants; having had more than ample time at their disposal for making suitable alternative arrangements, it

(1) 1940 P.L.R. 140.

Balkishan
v.
Subash Chand and another

Dua, J.

hardly lies in their mouth to ask for further time on second appeal. In my view, therefore, they are not entitled to any more concessions with the result that this prayer being wholly unmeritorious is disallowed.

For all the above reasons, both the appeals fail and are accordingly dismissed. As they have been referred to a Division Bench by a learned Single Judge, the parties should, in my opinion, be left to bear their own costs in this Court.

Pandit, J.

PREM CHAND PANDIT, J.—I agree.

B.R.T.

13129HC—1,000—5-10-61—C.P., & S., Pb., Chandigarh.