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of the employees was 22, and 5 out of them constituted about 23 per cent of the total strength of the employees. Here 5 out of 60 constitutes only 1/12th of the total strength and this is too insignificant to amount to creating an industrial dispute within the meaning of the Act.

In view of my finding on the first and the last contentions of Mr. Gujral, this petition succeeds and the impugned reference by the Punjab Government and the impugned order of the Labour Court are hereby set aside and quashed. Parties to bear their own costs in this writ petition.

*R.S.*

APPELLATE CIVIL

*Before S. K. Kapur, J.*

BRIJENDER KUMAR,—*Appellant*

*versus*

LACHHMAN DAS DUGGAL,—*Respondent.*

**S.A.O. 199-D of 1962.**

**1965**

December, 10th.

*Delhi Rent Control Act (LIX of 1958)—S. 14(1) Proviso clause (h)—Acquisition, construction or allotment of residence—Whether must be after taking the premises on lease—Interpretation of Statutes—Ascertainment of legislative purpose—How to be made.*

*Held*, that the language of the opening part of the proviso to sub-section (1) of section 14 of the Delhi Rent Control Act, 1958, read with clause (h) thereof leads to the conclusion that the acquisition, construction or allotment of a residence by a tenant must be after taking the premises, from which eviction is sought, on lease. The object of the Act is to regulate relationship between landlord and tenant and the availability of accommodation. It is in accord with that object to hold that what the legislature intended was to withdraw the veil of protection from a tenant who has acquired another residence after taking the lease of the premises in dispute. If a person has some residential accommodation and then takes a lease, the law seems to presume a justification for such a lease. That is why the words "acquired vacant possession of a residence" seem to have been used. Of course, if a tenant owns a house constructed by him before the disputed premises are taken on lease and the same falls vacant after the date of the lease, it may or rather must be said that the tenant has acquired vacant possession of a residence providing ground for eviction. But surely it looks too far-fetched to say that a tenant who had a premises in his possession and then rents

the premises in dispute has "acquired vacant possession of a resi. dence." The word "acquire" according to Chamber's Dictionary means "to gain, to attain to". Premises already in possession can hardly be said to have been gained. Moreover, all clauses in section 14(1), namely, (a) to (1) relate to acts or things after the commencement of the tenancy.

*Held*, that every statute is enacted by the legislature for some purpose; may be to remedy some existing evil, may be to correct some defect or may be to create some new right or remedy. Consequently, in seeking to ascertain the legislative purpose the Courts have to resort to, *inter alia*, the object of or necessity for the law and the evil intended to be cured by it. These various indications of the legislative purpose do not directly reveal the legislative intent or meaning but reveal why specific legislation was enacted. Nevertheless, the ascertainment of the legislative purpose may be a step in the process of ascertaining the legislative meaning, since the reason for the enactment must shed a considerable light on the legislative intent. If the law-makers sought to effect a certain purpose, naturally such purpose should tend to reveal the meaning of the language used by them. When construing a statute, therefore, the reason for its enactment has to be kept in mind and the statute construed with reference to its indended scope and purpose. The Courts are enjoined to carry out this purpose rather than defeat it. If the language be unambiguous and the meaning clear, the statute must be accorded the expressed meaning without deviation. Departure from such clear meaning would constitute invasion by the judiciary of the province of the legislature.

*Second Appeal from the order of Shri Pritam Singh Pattar, Rent Control Tribunal, Delhi, dated 6th September, 1962, affirming that of Shri Pritpal Singh, Rent Controller, Delhi, dated 12th April, 1962, dismissing the ejectment application with costs.*

K. K. JAIN, ADVOCATE, for the Appellant.

MELA RAM, ADVOCATE, for the Respondents.

JUDGMENT

Kapur, J.

KAPUR, J.—Brijender Kumar, appellant in this Court, is the landlord of a premises bearing No. XVI/8254, Rohtak, Road, Karol Bagh, New Delhi. Lachhman Das, since deceased, was a tenant in the said premises. On the 11th October, 1959, the landlord served the tenant with a notice terminating the tenancy. On the 20th May, 1960, the appellant filed an application for ejectment of the respondent from the said premises. The respondent died during the pendency of the appeal in this Court.

The ejectment was initially sought on two grounds, namely, (i) the tenant had acquired vacant possession of

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a residence in gali Shatra, Hauz Kazi, Delhi, and (ii) he had sublet the premises without consent of the landlord. The second ground was not pressed at any stage of the proceedings, and that is why Mr. K. K. Jain, learned counsel for the appellant, has rightly confined his arguments to the first point. Mr. Jain urges that the judgment of the Tribunal stands vitiated because of an incorrect approach on a point of law. The Tribunal found that the respondent had been in possession of the premises alleged to have been acquired by him for residence since the 27th December, 1952, and, therefore, he could not be said to have acquired vacant possession of a residence, after taking the premises in dispute on lease on the 1st April, 1958.

Mr. Jain has referred to a decision of this Court in *Gian Singh* v. *Surinder Lal and another* (1). In that case Mahajan, J., took the view that: "There is no warrant for holding, as the learned counsel for the petitioner would like me to hold, that the premises must be built by the tenant when he was the tenant of the landlord." According to Mr. Jain this erroneous approach of the Tribunal has coloured the entire decision. I must confess that I find a lot to be said for the other view, namely, the view taken by the Tribunal in this case. Acquisition, construction or allotment of a residence, before or after the commencement of the Delhi Rent Control Act, 1958 (hereinafter referred to as the Act), has been made one of the grounds for ejectment of a tenant by clause (h) of proviso to section 14(1) of the Act. If one reads the language of the opening part of the proviso with clause (h) together, it appears to lead to the conclusion that the acquisition or allotment, etc., of a residence by a tenant must be after taking the premises, from which eviction is sought, on lease. It is said that if that be the view, then why did the legislature choose to use the words, "whether before or after the commencement of the Act". The answer is simple. Take a case where a premises was taken on lease in 1950 and a residence was acquired in 1952, that is, long before commencement of this Act. These words have been added to clause (h) to cover such a case, for otherwise it may have been suggested that to justify eviction the acquisition or allotment,

(1) I.L.R. (1963)1 Punj. 798=1963 P.L.R. 300.

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etc., must have been after commencement of the Act. Every statute is enacted by the legislature for some purpose; may be to remedy some existing evil, may be to correct some defect, or may be to create some new right or remedy. Consequently, in seeking to ascertain the legislative purpose the Courts have to resort to, *inter alia* the object of or necessity for the law and the evil intended to be cured by it. These various indications of the legislative purpose do not directly reveal the legislative intent or meaning but reveal why specific legislation was enacted. Nevertheless, the ascertainment of the legislative purpose may be a step in the process of ascertaining the legislative meaning, since the reason for the enactment must shed a considerable light on the legislative intent. If the law-makers sought to effect a certain purpose, naturally such purpose should tend to reveal the meaning of the language used by them. When construing a statute, therefore, the reason, for its enactment has to be kept in mind and the statute construed with reference to its intended scope and purpose. The Courts are enjoined to carry out this purpose rather than defeat it. If the language be unambiguous and the meaning clear, the statute must be accorded the expressed meaning without deviation. Departure from such clear meaning would constitute invasion by the judiciary of the province of the legislature. What then is the purpose of the present enactment? The object of the Act is to regulate relationship between landlord and tenant and the availability of accommodation. It is in accord with that object to hold that what the legislature intended was to withdraw the veil of protection from a tenant who has acquired another residence after taking the lease of the premises in dispute. If a person has some residential accommodation and then takes a lease, the law seems to presume a justification for such a lease. That is why the words "acquired vacant possession of a resident" seem to have been used. Of course, if a tenant owns a house constructed by him before the disputed premises are taken on lease and the same falls vacant after the date of the lease, it may or rather must be said that the tenant has acquired vacant possession of a residence providing ground for eviction. But surely it looks too far-fetched to say that a tenant who had a premises in his possession and then rents the premises in dispute has "acquired vacant possession of ...........a residence." The word

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"acquire" according to Chambers's Dictionary means "to gain, to attain to". Premises already in possession can hardly be said to have been gained. Moreover, all clauses in section 14(1), namely, (a) to (l) relate to acts or things after the commencement of the tenancy. That would further lend support to the view I am taking. Normally, I would have referred this question for decision by a larger Bench, but it is unnecessary to carry the matter further in view of the fact that both the Rent Controller and the Rent Control Tribunal have found as a fact that the tenant did not acquire or build a residence as contemplated by clause (h) of the proviso to section 14(1) of the Act. Conclusion of the Rent Controller on this question is: "It, therefore, cannot be said that he acquired vacant possession of any residential premises." This conclusion of the Rent Controller was based on a finding that the premises in question were never residential, but were being used all along for commercial purposes. The Tribunal, while generally affirming the said finding of the Rent Controller, also found, "As remarked above, there is no kitchen, bath and latrine in those premises. It is established from the oral evidence of the respondent that premises Nos. 4487/4488 are surrounded by factories and that these are being used for commercial purposes since 27th December, 1952." The appeal in this Court can only be confined to substantial questions of law. Since this finding, even if assumed to be erroneous, is based on evidence, I am not competent to interfere with the same. That being so, the appeal would deserve to be dismissed.

Mr. Jain then raises another question. He says that the tenancy, being a statutory tenancy, no interest could pass to the heirs of the tenant on his death, with the result that the appellant has now become entitled to recovery of possession of the premises. The appellant made an application to this Court on the 11th August, 1965, being Civil Miscellaneous Application No. 2681-D of 1965, which was allowed by this Court "subject to all just exceptions" on the 17th September, 1965. It is said on behalf of the appellant that to avoid multiplicity of proceedings, this change in circumstances should be taken notice of by this Court and a decision given in his favour that, the statutory tenancy having come to an end, no right devolves on the heirs of the tenant. It is

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also said that, in any case, he may be allowed to amend his application for ejectment to enable him to urge this additional ground. So far as the first branch of this argument is concerned, it is difficult to decide the question in this appeal. Whether or not the tenancy was a statutory one and, if not, whether or not it was properly terminated, will need investigation into and determination of facts, which it is not possible to do in this appeal. It is also not possible to allow amendment of the application, because, by introducing this plea, the appellant would be introducing entirely a new cause of action and the subject-matter of the dispute would also be completely changed. Even the forum for deciding the suit for possession on the above ground may be different.

Mr. Mela Ram, learned counsel for the legal heirs of the tenant, impleaded as parties in this Court, relies on a compromise between the then landlord, Mohan Lal, and the tenant, exhibit R. 1, dated the 28th July, 1953. Relying on the said document, he says that the legal heirs are the direct tenants under the landlord. Since I have declined permission to the appellant to amend the plaint, it is not necessary to resolve this controversy. It would be for the parties to consider the relationship that exists between the landlord and the legal heirs at an appropriate stage in an appropriate Court.

Having regard to the circumstances, discussed above, I find no merit in the appeal, which is accordingly dismissed, but the parties will bear their own costs.

*B.R.T.*

CIVIL MISCELLANEOUS

*Before R. S. Narula, J.*

DARBARA SINGH,—*Petitioner*

*versus*

THE PUNJAB STATE AND OTHERS,—*Respondents*

**Civil Writ No. 791 of 1964.**

**1965**

**December 10th.**

*Punjab Gram Panchayat Election Rules (1960)—Rule 25—Tendered votes—Whether to be counted along with the other votes*

*Held*, that the 'tendered votes' are good votes and greater sanctity attaches to them on account of the fact that the Prescribed Officer of the election booth has to satisfy himself about the identity of the electors before they are allowed to cast tendered