cancellation which has been made by the Assistant Settlement Commissioner. This, in my view, is not a correct judicial angle of vision to deal with the problem before us. All that has to be seen is whether the plaintiff is entitled to an injunction restraining the defendants from taking possession of the suit land in pursuance of the orders which have been made by the Settlement authorities behind the back of the plaintiff. To that question the answer could only be in the affirmative. The managing officers under the Act can cancel an allotment any time provided the requirements of the section are fulfilled and after an opportunity has been afforded to the person against whom the orders are proposed. There is no question of any limitation. If the authorities are so minded they can proceed *de nove* against the plaintiff in accordance with law and pass such orders as they are advised.

The present appeal must succeed and the suit of the plaintiff decreed. In the peculiar circumstances of the case, I would make no order as to costs.

B. R. T.

REVISIONAL CRIMINAL.

Before Mehar Singh and I. D. Dua, J.

MAKHAN LAL,—*Petitioner*

versus

THE STATE,—*Respondent.*

Criminal Revision No: 208 of 1959.

1959

Nov., 10th

Punjab Trade Employees Act (X of 1940)—Section 2 (d) and (p)—Premises used as an office and as a godown for stocking tea—Tea not sold in the premises but taken from the premises to the retail dealers—Premises—Whether covered by the terms "Commercial Establishment" or "Shop"—Objects of the Act—Interpretation of Statutes—Statutes in pari materia*—How to be construed.*

Held, that the premises, which are used as office-cum-godown for the purpose of stocking tea, for correspondence with the branch office and for maintaining statements of account of the sales effected daily although no customer is served at the premises and no orders for the supply of tea are received there, fall within the definition of "Commercial Establishment" or "Shop" as given in clauses (d) and (p) of section 2 of the Punjab Trade Employees Act, 1940.

Held, that the object of the Punjab Trade Employees Act *inter alia* is to limit the hours of work of shop assistants and commercial employees and to make certain regulations concerning their holidays wages and terms of srevice. Being a welfare ligislation the definitions of "shop" and "commercial establishment" have deliberately been couched in wide language, so that the humane and beneficial purposes and the long-range social objective of the measure may be effectively accomplished. Being an enactment responsive to social and economic needs of the society, even if there were some ambiguity, the word "shop" and the expression "commercial establishment" should be given a liberal meaning, rather than to apply the rule of strict construction, so as to cover the premises in question, because this would accord a comprehensive application of the Act without doing any violence to the language of the definitions of the above word and expression.

Held, that when a statute is found to be ambiguous, the intent of its authors may be gathered from other statutes relating to the same subject-matter, i.e., statutes in *pari materia;* statutes which pertain to the same subject-matter, if they relate to the same person or thing or the same class of persons or things or have the same purpose or object, irrespective of their form. This method of gathering the intent of the legislature is adopted on the presumption that whenever a legislature enacts a provision of law, it bears in mind its previous statutes relating to the same subject-matter and that in the absence of a provision providing for repeal or amendment, the new provision is to be deemed to have been enacted in accordance with the legislative policy embodied in the earlier statutes and that they should all be construed together. In this view, the rule of *pari materia* may perhaps be

considered to be merely an extension of another basic rule that all parts of a statute should be construed together. Unless, therefore, the context indicates to the contrary, words and expressions used in a provision of law, which have already been used in an earlier statute relating to the same subject-matter, should be construed in the same sense because legislature does not, normally speaking, consciously enact inconsistent provisions without recognising the inconsistency. In this sense it appears also to convey the same idea as is done by the rule that there is a presumption against implied repeal of statutes. But the rule of construing together statutes in *pari materia* may not, therefore, generally speaking, be utilized when different and independent or parallel legislative bodies, for different territorial areas have enacted the statutes said to be in *pari materia,* unless there are reasonable grounds to suggest that the legislature enacting the latter law had the earlier statute in mind or they were intended to form one body of law to be construed together, being based on a similar legislative pattern. It is also conceivable that sometimes a latter Act may also furnish a legislative interpretation of an earlier one, but this would be permissible only in the case of enactments of the same legislature and also of course if some ambiguity is to be resolved.

Case referred by Hon'ble Mr. Justice Harbans Singh, on 1st May, 1959, to a Larger Bench for decision of the law point involved in the case The case was finally disposed of by the Division Bench consisting of Hon'ble Mr. Justice Mehar Singh and Hon'ble Mr. Justice Dua on 10th November, 1959.

Case reported under Section 438 Criminal Procedure Code by Shri G. C. Jain, District and Sessions Judge, Jullundur, with his reference No. 27, dated the 23rd January, 1959, for revision of the order of Shri Beni Prasad Aggarwal, Additional District Magistrate, Jullundur, dated the 11th August, 1958, ordering the petitioner to pay a fine of Rs. 20.

Proceedings under Section 12(1) of the Trade Employees Act, 1940.

N. C. CHATTERJEE AND D. N. AWASTHY; for Petitioner.

S. M. SIKRI; for Respondent.

JUDGMENT

I. D. Dua, J.

I. D. DUA, J.—This order will dispose of three Criminal Revisions Nos. 208, 209 and 210 of 1959, which have been reported by the learned Sessions Judge, Jullundur. These petitions orginally came up before a learned Single Judge who in view of the importance of the question raised considered it desirable that the matter be decided by a larger Bench for an authoritative decision. The facts do not seem to be in dispute and are set out in the order of reference.

The question for decision, therefore, is whether the premises occupied by the petitioner as godown-cum-office fall within the definition of "commercial establishment" or "shop" as defined in the Punjab Trade Employees Act X of 1940. The question has been very ably argued by Mr. Chatterji for the petitioner and the learned Advocate-General for the State, respondent. The learned counsel for the petitioner by referring us to the preamble of the Act submits that this legislative measure is intended to limit the hours of work of shop assistants and commercial employees and, therefore, unless there is a shop or an establishment where sale or purchase of commodities actually takes place, this Act would not be applicable. He has taken us through the Act for showing its scheme and particular reference has been made to clauses (d) and (p) of section 2 which define "commercial establishment" and "shop", respectively and has also drawn our attention to section 2-A which excludes from the operation of this Act *inter alia* persons employed in managerial capacity or whose work is inherently intermittent such as a traveller, a canvasser, a watchman, a caretaker or a messenger. He has then referred to the provisions of sections 3, 4, 6 and 7 and has emphasised that it is really the persons who actually work in a shop or in a commercial establishment whose interests and rights are sought to be protected by this measure. The learned counsel has laid

stress on the fact that at Jullundur there is only a storage depot of Liptons and a man merely takes the stocks in vans and goes to the market and sells the commodity there. Selling, according to the counsel, is in fact done at the customer's place; no order is booked at Jullundur, no customer comes to the depot, no orders are received there and neither in fact nor in law does a sale take place on the premises. The counsel has placed reliance on *Kalidas Dhanjibhai* v. *The State of Bombay* (1), where the Supreme Court dealt with the provisions of Bombay Shops and Establishments Act (79 of 1948) and while dealing with those provisions laid down that the very idea of a shop in the connotation a section 2(27) of the Bombay Act be taken as a room or a place or a building where goods are sold; "business", according to the Supreme Court, as used in the Bombay Act means the kind of business defined in the earlier part of the definition, namely, that portion of the business of selling which is confined to selling on some defined premises. It would be helpful at this stage to reproduce the definition of the word "shop" as used in section 2(27) of the Bombay Act. "Shop" means any premises where goods are sold, either by retail or wholesale or where services are rendered to customers, and includes an office, a store room, godown, warehouse or work place, whether in the same premises or otherwise mainly used in connection with such trade or business but does not include a factory, a commercial establishment, residential hotel, restaurant, eating house, theatre or other place of public amusement or entertainment. It was this definition which was the subject-matter of adjudication in the Supreme Court. The counsel, however, contends that in that case the learned Attorney-Generall had argued that in this definition the emphasis is on the words "goods and sold" and not on the word "premises" because a trade or business relates to the buying

(1) A.I.R. 1955 S.C. 62

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and selling of goods and is not confined to the premises where that occurs. This contention, however, did not prevail with the Supreme Court and Bose, J., who wrote the main judgment, observed that the word "such" in the definition related to a much wider classification of "selling" which the main portion of the definition not only did not envisage but deliberately excluded.

The learned counsel then placed reliance on *Eldorado Ice Cream Company, Limited* v. *Clark* (1), in which the warehouse in question was construed not to amount to a shop. Lord Hewart, C. J., who delivered the main judgment observed as follows:—

> "It becomes clear, when one looks at the whole scheme and purpose of the Act, that it is essential that the place where the employment is carried on, to be a 'place' within section 13, must be either a shop or premises akin to a shop."

It is in this general sense that the word "shop" was used in the judgment in construing the scope of the provisions of the Shops (Sundry Trading Restriction) Act of 1936. It is obvious that no assistance can be drawn from this authority in construing the scope and effect of the word "shop" as used in Punjab Act No. X of 1940.

Reliance was next placed on *Deeble* v. *Robinson* (2), where while construing the provisions of section 20 of Leasehold Property (Temporary Provisions) Act of 1951, "shop" was held to mean "premises occupied wholly for business purposes, and so occupied wholly or mainly for the purposes of a retail trade or business." Mr. Chatterji relied on certain observations in the

(1) (1938) 1 K.B. 715
(2) (1954) 1 Q.B. 77

body of the judgment where it has been observed that shed being used for the trade meant that trade must be carried on in the shed and also that dairy is not a shop. This decision also is not of much avail in deciding the question before us. Reference was also made to *Dennis* v. *Hutchinson* (1), and the following sentences at page 697 were relied upon :—

> "To my mind the argument for the appellants is convincing, and I do not think this place was a shop. It is true it was a structure capable of being used as a shop, but there was no sale or retail trade or business carried on there."

This case also deals with the provisions of the English Shops Act of 1912 and the Shops (Early Closing) Act of 1920. Nothing having been shown that the statutory definitions with which Lord Trevethin, C. J., was dealing were the same or similar to those that we have to deal with, this decision is equally unhelpful.

Reliance was then placed on Halsbury's Laws of England, Third Edition, Volume 17, para 23, where it is observed, on the basis of cases cited in foot-note (o) at page 18, that mere occupation of premises for the purposes of sales or services rendered elsewhere will not make the premises a shop. This again is an observation in a wholly different context and is hardly relevant for our purpose.

Mr. Chatterji next attempted to derive some help from two Single Bench decisions of the Lahore High Court reported as *Wadhawa Mal* v. *Lachman Das and others* (2), and *Sandhi* v. *Khair-ud-Din and others* (3), in which the word "shop" as understood in the Punjab Pre-emption Act had come up for construction. In

(1) (1922) I K.B. 693
(2) A.I.R. 1924 Lah. 213
(3) A.I.R. 1927 Lah. 328

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the former case a warehouse rented by some shopkeeper for storing some goods was held not to be a shop and in the latter case a place where a carpenter worked and rested was similarly held not to amount to a shop. For reasons similar to those on which the previous authorities have been held by me to be not very helpful, these decisions also provide no valuable guide in the present case; the word "shop" has not been defined in the Punjab Pre-emption Act and the two decisions merely proceed on the popular canception of a "shop". These decisions, therefore, need not detain us.

Mr. Chatterji further submitted that reference to section 10(2) of the Income-tax Act, relied upon by the learned Advocate-General, was out of place because the two statutes were not *in pari materia.* The counsel also criticised and commented on the decision of the Calcutta High Court in *Burma Shell Oil Storage and Distributing Company of India, Ltd.* v. *Sudhansu Bhusan Chatterjee* (1), where the word "trade" as used in section 175 in the Calcutta Municipal Act was considered to have been used in its ordinary sense and to mean exchange of goods for money or goods for goods with the object of making a profit. Mr. Chatterji submitted that this decision was distinguishable, and if not distinguishable then it was wrongly decided.

Mr. Sikri on behalf of the respondent has submitted that we are here concerned with the scope and meaning of the expression "commercial establishment" and the word "shop" as contained in clauses (d) and (p) of section 2(1) of the Punjab Trade Employees Act X of 1940, and any reference to those judgments which construe words and expressions, differently defined in other statutes, would not be helpful or relevant for the purposes of this case. He submits that the premises in question would either be a "shop" or a

(1) A.I.R. 1936 Cal. 477

"commercial establishment", and in either case he is entitled to claim decision in his favour. He has also submitted that definition of the word "shop" as contained in the Punjab Act is not exhaustive, but it purports to include premises where any retail or wholesale trade or business is carried on, including all offices, warehouses or godowns which are used in connection with such trade or business"; the argument being that this definition is much wider and more extensive than the popular conception of the word "shop" and also more comprehensive than the definition of this word as contained in statutes which were the subject-matter of the decisions cited by Mr. Chatterji. Emphasis has, in developing this argument, been laid on the word "such" which precedes the expression "trade or business" in the definition; in other words it is contended that the offices, warehouses or godowns need not necessarily be used in connection with the "premises where the trade or business is carried on", but it is enough to bring them within the scope of this definition if they are used in connection with such "trade or business". Wholesale trade, so he contends, is clearly carried on in the godown in question. Whether or not it is a godown or a shop in the popular sense, if wholesale or retail trade or business is carried on, the premises must, according to him, be considered to be a shop within the term as used in this statute. The argument is carried still further by the submission that even if no trade or business in the popular sense is carried on, in other words even if there is no actual selling and buying, the premises in question is nevertheless an office within the contemplation of the word "shop", because the premises is an office-cum-depot with a board "Lipton Limited" exhibited outside and copies of statements of sale made are also kept there and correspondence with the Branch-office, New Delhi, of Liptons Limited is also carried on in this office. Reference in this connection has been made to the statement

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of the accused in this case. To be an "office", according to the counsel, it is not at all necessary that sales should actually take place there. It is also contended that the premises, indisputably being warehouse or godown, would also fall within the definition. For this submission again reference is made to the statement of the accused where he has admitted that stock of tea is stored on the premises and it is carried in hand-carts and sold in different bazaars of Jullundur by an employee. The expression "trade or business" as used in the definition of the word "shop" and of the expression "commercial establishment" is, according to Mr. Sikri, of very wide import. At this stage it would be helpful to reproduce the definitions of "commercial establishment" and "shop"—

> "2(1)(d) 'commercial establishment' means any premises wherein any trade or business is carried on for profit; the expression includes journalistic and printing establishments and premises in which business of banking, insurance, stocks and shares, brokerage or produce exchange is carried on or which are used as theatres, cinemas and for other public entertainments, but it does not include any portion of a factory other than the clerical department thereof or any shop;
>
> (p) 'shop' includes any premises where any retail or wholesale trade or business is carried on and includes all offices, warehouses or godowns which are used in connection with such trade or business."

The counsel then referred us to a passage at page 339 of the "Law and Practice of Income-tax by Kanga and Palkhivala (Fourth Edition), Volume I," where the premises rented for business purposes include those

given for occupation to officers or other employees of the concern so as to permit the amount to be deducted under section 10(2)(i) of the Income-tax Act. Reference has also been made to the meaning of the word "business" as contained in "Webster's New International Dictionary" and in "Stroud's Judicial Dictionary". In Webster's Dictionary meaning of the word "bnsiness" is given *inter alia* as "that which busies, or engages time, attention or labour, as a principal serious concern, or interest; mercantile transactions; buying and selling." The first two meanings were particularly emphasized by the learned Advocate-General. "Business" according to Stroud's Judicial Dictionary has a more extensive meaning than the word "trade", though it is sometimes considered to be synonymous with the latter. The counsel then distinguished the Supreme Court decision in *Kalidas Dhanjibhai* v. *The State of Bombay* (1), on the ground that the definition of the term "shop" as contained in the Bombay Act is narrower than the definition of this word as contained in the Punjab Act. Adopting the argument of the learned Attorney-General advanced in the Supreme Court case, the counsel submits that although it did not apply to the definition contained in the Bombay Act, it would be fully available when construing the Punjab Act. In this connection our attention has been drawn to the consideration which prevailed with the Supreme Court in placing a narrower construction on the word "shop" in the reported case. In para 9 of the judgment, section 5 of the Bombay Act has been referred to, which empowers the State Government, by mere notification in the Official Gazette, to extend the Act to any establishment or class of establishments or any person or class of persons to which or whom the Act or any of its provisions do not for the time being apply. Mr. Sikri contends that the Punjab Act does not contain any such

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provisions because the definition of the word "shop" itself is more comprehensive. On this ground he submits that the argument advanced by the learned Attorney-General in the Supreme Court would be available to him for so construing the word "shop" as to cover the instant case. *Eldorado Ice Cream Co., Ltd.* v. *Clark* (1), *Summers* v. *Roberts* (2), and *Deeble* v. *Robinson* (3), have been distinguished on the ground that the expressions, which arose for construction in those cases, were couched in much narrower language than those with which we are concerned in the instant case. The counsel has, however, placed reliance on the observations of Denning, L. J., at pages 82 and 83 of *Deeble* v. *Robinson* (3) where, while commenting on the definition of the word "shop" which, in the reported case, included the business of a barber or hairdresser, the learned Judge spoke thus—

> "In such a case the word or expression must be given its ordinary meaning (which is not defined) and in addition it must, in relevant cases, be given the special meaning which the statute says is to be included, which I will call the 'included meaning'. The included meaning may be inserted out of caution, so as to make sure that it is included in the ordinary meaning: or it may be inserted as supplemental, so as to add something to the ordinary meaning."

The counsel also made a reference to the illustrations given by Denning, L. J., at page 83 and submitted that in the instant case the meaning and scope of the statutory definition of the word "shop" should not be restricted by reference to what some Judges in cases dealing with other statutes may have said with respect to the meaning

(1) (1938) I All. E.R. 330
(2) (1944) I K.B. 106
(3) (1954) I Q.B. 77

of the word "shop" as used there. The counsel then drew our attention to *Burma Shell Oil Storage and Distributing Company of India, Ltd.* v. *Sudhansu Bhushan Chatterjee* (1), and submitted that the construction placed by Jack, J., on the word "trade" as used in section 175 of the Calcutta Municipal Act serves as a helpful guide in construing the expression "trade and business" as used in the Punjab Act. *P. K. Kesavan Nair* v. *C. K. Babu Naidu* (2), has also been relied upon by the counsel for the view that the term "business" has no technical meaning and it includes every trade, occupation and profession; this word has to be read with reference to the object and intent of the Act in which it occurs. This term, according to the reported case, means an affair requiring attention and care; that which busies or occupies one's attention and labour as his chief concern; mercantile pursuits; that which one does for a livelihood; occupation; or employment.

After considering and giving my most anxious thought to the arguments advanced at the Bar, in my view these revisions deserve to be dismissed. Before considering the true effect and scope of the definitions of the expression "commercial establishment" and the word "shop" as contained in section 2(1) of the Punjab Act X of 1940, I consider it necessary to say a few words with respect to the argument based on the rule of construction applicable to statutes *in pari materia.* When a statute is found to be ambiguous, the intent of its authors may be gathered from other statutes relating to the same subject-matter, i.e., statutes *in pari materia;* statutes would, in my opinion, pertain to the same subject-matter, if they relate to the same person or thing or the same class of persons or things or have the same purpose or object, irrespective of their form. This method of gathering

(1) A.I.R. 1936 Cal. 477
(2) A.I.R. 1954 Mad. 892

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the intent of the legislature is adopted on the presumption that whenever a legislature enacts a provision of law, it bears in mind its previous statutes relating to the same subject-matter and that in the absence of a provision providing for repeal or amendment, the new provision is to be deemed to have been enacted in accordance with the legislative policy embodied in the earlier statutes and that they should all be construed together. In this view, the rule of *pari materia* may perhaps be considered to be merely an extension of another basic rule that all parts of a statute should be construed together. Unless, therefore, the context indicates to the contrary, words and expressions used in a provision of law, which have already been used in an earlier statute relating to the same subject-matter, should be construed in the same sense because legislature does not, normally speaking, consciously enact inconsistent provisions without recognizing the inconsistency. In this sense it appears also to convey the same idea as is done by the rule that there is a presumption against implied repeal of statutes. The doctrine of exposition of one Act by the language of another is thus stated in the words of Lord Mansfield—

> "Where there are different statutes *in pari materia,* though made at different times, or even expired and not referring to each other, they shall be taken and construed together, as one system and as explanatory to each other."

(*See* Maxwell on Interpretation of Statutes, Tenth Edition, page 33). A little lower down at the same page the following observations occur :—

> "In construing a statute which applies to England and Scotland alike, it is desirable to adopt a construction of statutory

words which avoid differences of interpretation of technical character such as are calculated to produce inequalities as between citizens of the two countries."

The rule of construing together statutes *in pari materia* may not, therefore, generally speaking, be utilized when different and independent or parallel legislative bodies, for different territorial areas, have enacted the statutes said to be *in pari materia,* unless there are reasonable grounds to suggest that the legislature enacting the later law had the earlier statute in mind or they were intended to form one body of law to be construed together, being based on a similar legislative pattern. From this point of view it appears that decisions in all the cases, cited at the Bar, in which the word "shop" as used in the context has been construed or interpreted, may not necessarily be covered by the rule that those statutes are *in pari materia* with the present one. The Supreme Court decision also deals with the Bombay Act, which was enacted in 1948, whereas the Punjab Act had been enacted about eight years earlier. It is of course conceivable that sometimes a later Act may also furnish a legislative interpretation of an earlier one, but in my view this would be permissible only in the case of enactments of the same legislature and also of course if some ambiguity is to be resolved. It is undoubtedly true that the rule of law laid down by the Supreme Court in the Bombay case has a binding effect throughout the Union, but the question posed by the respondent is: Is the definition of the word "shop" in the Punjab Act not wider than that of the Bombay Act? If it is, then the meaning of the word "shop" in the Bombay Act can hardly serve as a binding or even as a valuable or useful precedent. The counsel has laid great stress on the consideration which

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weighed with the Supreme Court in placing a narrower construction on the word "shop" in the Bombay Act, and he has submitted that all of those considerations do not exist in the present case. In my opinion the definition in the Bombay Act is not as wide as the one we are called upon to interpret. In the Bombay definition, as already noticed, "shop" primarily means any premises where goods are sold either by retail or wholesale or where services are rendered to customers; after this main basic definition occurs the included meaning. This language appears to be in marked contrast with that used in the Punjab Act. The two definitions do not differ in mere change of phraseology; differences are more vital and the Punjab definition covers a much wider field, whereas the Bombay definition seems to have been deliberately restricted within narrower limits. The Supreme Court decision would thus in my opinion be clearly distinguishable, and the appellant cannot derive any real assistance from it. The expression "trade or business" as used in the definition of "commercial establishment" and in the word "shop" also appears to me to be somewhat broad and comprehensive, and it may include, keeping of accounts, of the goods received in Jullundur and stored on the premises in question, and of the sales thereof. It is not disputed that if these activities are included in the term "trade or business", then obviously they are carried on for profit. I quite see that from the definition of the expression "commercial establishment", shop has expressly been excluded, but the word "shop" has also been defined in fairly wide language which, as discussed above, in some of its aspects clearly covers the premises in question. I am not unmindful of the definition of the expression "retail trade and business" in clause (o) of section 2(1), which includes *inter alia* sales of refreshments or intoxicating liquors and retail

sales by auction. This may suggest that these expressions were presumably not intended to carry a more comprehensive meaning when used in the definition of "commercial establishment" and "shop", for otherwise it would not have been necessary to provide for the included meaning in clause (o). It is a permissible argument, but bearing in mind the language of all the definitions and the object and scheme of the Act, some parts of the definition in clause (o) may well have been included by way of abundant caution, and in any case it would not by any means narrow the scope of the word "shop" as discussed above.

It is in this connection relevant to bear in mind that the object of the Punjab Act *inter alia* is to limit the hours of work of shop assistants and commercial employees and to make certain regulations concerning their holidays, wages and terms of service. Being a welfare legislation it appears to me that the definitions of "shop" and "commercial establishment" have deliberately been couched in wide language, so that the human land beneficial purposes and the long-range social objective of the measure may be effectively accomplished. Being an enactment responsive to social and economic needs of the society, even if there were some ambiguity (in my opinion, however, there is none), I would be inclined to give to the word "shop" and the expression "commercial establishment" a liberal meaning, rather than to apply the rule of strict construction, so as to cover the premises in question, because this would accord a comprehensive application of the Act without doing any violence to the language of the definitions of the above word and expression.

For the reasons given above I would, disagreeing with the recommendation of the learned

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Sessions Judge, decline to interfere, and instead affirm the orders of the Magistrate and uphold the convictions.

Mehar Singh, J. MEHAR SINGH, J.—I agree.

B. R. T.

CIVIL ORIGINAL

Before D. Falshaw, J.

VED PARKASH,—*Appellant*

versus

KARAM NARAIN,—*Respondent*

First Appeal From Order No. 81-D of 1958.

1959

Nov. 16th

Limitation Act (IX of 1908)—Section 14—Time between the date of the order and the filing of the revision petition against it in the earlier proceedings—Whether can be excluded—Period of four months—Whether reasonable—Person taking advantage of a special Act—Duty of vis-a-vis *the period of limitation.*

K. N. filed an application against V. P. under section 10 of the Displaced Persons (Debts Adjustment) Act, 1951 before a Tribunal for recovery of the amount due to him. The Tribunal dismissed the application on the finding that the debt was not a debt within the meaning of the Act. About 4 months later K. N. filed a revision petition in the High Court which was also dismissed. K. N. then filed a suit and the question arose whether he was entitled to exclude the period between the date of the order and the date of filing the revision petition under section 14 of the Limitation Act.

Held, that K. N. was not entitled to exclude the period which elapsed between the dismissal of his application by the Tribunal and the filing of his revision petition in the High Court. The period of four months cannot be said to be the reasonable time for a defeated party to make up his mind to file a revision petition in a case where the