fabric, unless the draftman thought that in the context in question the products of these three processes stand already related to the noun 'textile' and felt it irrelevant to further relate them to yarn and fabric as the case may be. Be that as it may, according to the well known principle of interpretation, if two constructions are possible, then the Courts must adopt that construction which helps in effectuating the object of a statute and in defeating all attempts to frustrate the purpose of the statute.

(9) The object of the present statute was to confer benefits on the workers of some specified establishments and the intention behind the attempt to add Explanation (d) to Schedule I was to add to the number of such establishments thereby to bring within its beneficial cover a greater number of workmen.

(10) Keeping in view the necessity of adopting a beneficial construction in construing the provisions of such a statute, I have no hesitation in rejecting the last contention advanced on behalf of the petitioner-firm, as being devoid of any merit.

(11) For the reasons stated above, I find no merit in this petition and the same is dismissed with costs.

N. K. S.

APPELLATE CIVIL

Before D. S. Tewatia, J.

HAZARA SINGH, ETC.,—*Appellants*

versus

JEWAN SINGH, ETC.,—*Respondents.*

Regular Second Appeal No. 1123 of 1965

May 7, 1970.

Punjab Pre-emption Act (I of 1913)—Section 22—Order for deposit of one-fifth of the pre-emption money without specifying the probable value of the suit property—Plaintiff not depositing the one-fifth of either the probable value fixed by him or the value mentioned in the sale deed—Whether can ascribe the mistake to the Court—Deposit of one-fifth of pre-emption

money beyond time by getting signature of the Court on treasury challan forms—Time for deposit within the stipulated period—Whether stands extended by implication.

Held, that where in the order for deposit of one-fifth of pre-emption money, the Court does not specify the probable value of the suit property, then later on it cannot come round and say that the plaintiff has not deposited the correct amount, because by its not specifying the probable value of the property involved in the case, the Court by implication leaves it to the discretion of the plaintiff to decide the probable value of the suit property himself and deposit one-fifth of the said amount; but where the plaintiff does not deposit one-fifth of either the probable value that he himself fixed or the value mentioned in the sale deed within the stipulated time, then he cannot ascribe this mistake on his part to the Courts not specifying the probable value. (Para 4)

Held, that a plaintiff-pre-emptor cannot secure the extension of time for the deposit of one-fifth of pre-emption money by getting signatures of the Court on treasury challan forms in a surreptitious manner or otherwise. By getting the signatures in this manner, he cannot confront the Court with *fait accompli* that the Court has enabled him to deposit the required amount by putting its signatures on the treasury challan forms and, therefore, the time for deposit stands extended by implication. The only way to secure extension of time is to make a proper application to the Court with a prayer for such extension by giving reasons for not depositing the said amount earlier within the stipulated time. (Para 5)

Regular Second Appeal from the decree of the Court of Shri A. D. Koshal, District Judge, Amritsar, dated 1st May, 1965, affirming with costs that of Shri O. P. Aggarwal, Sub-Judge, 1st Class, Ajnala, dated 9th October, 1964, rejecting the plaintiffs' plaint.

H. L. SARIN AND H. S. AWASTHI, ADVOCATES, for the appellants.

H. L. SIBAL, AND S. C. SIBAL, ADVOCATES, for the respondents.

JUDGMENT

D. S. TEWATIA, J.—This appeal has arisen out of a suit for possession by way of pre-emption instituted by the plaintiff-appellants.

(2) To appreciate the points urged by the learned counsel for the appellants, a few salient features of the case may be noticed at this stage. On 23rd March, 1964, the plaintiff-appellants instituted the suit for possession of the land in dispute by way of pre-emption

and on that very day, the trial Court passed an order requiring the plaintiffs to deposit *zare-panjam* by the stipulated date. The said order of the trial Court is as under—

> "Counsel for the plaintiffs present. Plaint to be registered. Summonses for settlement of issues to be sent for 18th May, 1964, on payment of process fees. Notice to go to the guardian of the minors for the date fixed. *Zare-Panjam* to be deposited by the date fixed."

The plaintiffs, however, did not deposit the amount in question by the stipulated date and, in fact, deposited the same on or about 31st July, 1964, after having obtained the signatures of the Court on the treasury challan forms on 15th June, 1964. On 9th October, 1964, when the defendants appeared before the said Court, an objection was taken by them to the effect that since one-fifth of the pre-emption money had not been deposited by the stipulated date without obtaining an extension of time in accordance with the provisions of section 22 of the Punjab Pre-emption Act, the plaint deserved to be rejected. The plaintiffs' counsel on that date made the following statement in the said Court—

> "One-fifth of the pre-emption money was deposited into the treasury on 31st July, 1964. It could not be deposited within the time allowed by the Court, i.e., uptil 18th May, 1964."

The trial Court rejected the plaint and non-suited the plaintiffs on the technical ground. The plaintiffs' appeal also met with no success. Hence they have come to this Court in second appeal against the decision of the District Judge, Amritsar, dated 1st May, 1965.

(3) The learned counsel for the appellants urged that one-fifth of the pre-emption money could not be deposited within the stipulated period as a result of the mistake of the Court, because the Court did not specify the probable amount of pre-emption, one-fifth of which was to be deposited by the plaintiffs within the specified time. He further urged that since one-fifth of the pre-emption money could not be deposited without the trial Court's putting its signature on the treasury challan forms and the said Court put its signatures and enabled the plaintiffs to deposit the said amount beyond the stipulated time, so the deposit thus made should have been treated as having been made within the stipulated time extended by

the trial Court by implication. Before the first appellate Court, the learned counsel for the plaintiffs merely contended himself by urging only the first submission noted above and in support of that, he placed reliance on the following observations of Passey, J. in *Nihal Singh* v. *Ram Chander* (1)—

> "Where a Court fails to mention in its order the probable value of which 1/5th is to be deposited, the order would be inherently defective and the plaintiff cannot be penalized for not faithfully complying with a vague order which is liable to be interpreted in more ways than one and which suffers from a misleading lacuna left to exist by the Court itself. The trial Court had not specified either the amount that was to constitute 1/5th or the probable value of the property. It is impossible to hold that probable value invariably means the price as entered in the sale-deed. The Court has to state the value as it decides upon to fix according to its own approximation. The confusion that arose was created by the imperfect order of the Court itself."

(4) Before me also, the learned counsel for the plaintiff-appellants made a reference to the above-quoted observations of Passey, J. I am afraid, these observations can be of no help to the appellants because in the present case the dispute is not that the plaintiffs did not deposit the correct amount within the stipulated time and that the mistake on his part occurred as a result of the Court not specifying the probable value of the suit property. In a situation of this nature where the Court does not specify the probable value, then later on it cannot come round and say that the plaintiff has not deposited the correct amount, because by its not specifying the probable value of the property involved in the case, the Court by implication leaves it to the discretion of the plaintiff to decide the probable value of the suit property himself and deposit one-fifth of the said amount : but where the plaintiff does not deposit one-fifth of either the probable value that he himself fixes or the value mentioned in the sale-deed within the stipulated time, then he cannot ascribe this mistake on his part to the Courts not specifying the probable value.

(1) A.I.R. 1953 Pepsu 23.

(5) As regards the second submission of the learned counsel for the appellant, in my view there is no substance in that either, because one cannot, by getting the signatures of the Court, may be in a surreptitious manner, confront the Court with *fait accompli* that now that the Court has enabled him to deposit the required amount by putting its signatures on the treasury challan forms, so the period for depositing the said amount stands extended by implication, because such a situation will lead to disastrous results. Suppose a person obtains signature of the Court on a treasury challan form on a particular date and he does not care to deposit the amount for another three months, then it cannot be considered that the Court, by implication, has extended the time to deposit the amount till the date he chooses to make the deposit and precisely this is what has happened in present case. In the case in hand, the signatures were obtaind on 15th June, 1964 and the money was deposited on 31st July, 1964. In my view, therefore, the plaintiffs could not secure the extension of time by getting signatures of the Court in a surreptitious manner or otherwise and the only way to secure extension of time was to make a proper application to the Court with a prayer for the extension of time and they had to make out a case for not depositing the said amount earlier within the stipulated time.

(6) The learned counsel for the appellants next contended that the trial Court instead of rejecting the plaint in a haste ought to have granted time to make a proper application for the extension of time and for condoning the delay. The learned counsel also urged that the failure to deposit the money within the stipulated time was merely an irregularity which could be condoned by the Court and in support of his submission, he referred me to a Division Bench decision of this Court reported in *Dalip Singh and others* v. *Hardev Singh and others* (2), as also to a Single Bench decision of this Court reported in *Gian Singh* v. *The State of Punjab and others* (3). In *Dalip Singh's case* (2), the two propositions that were debated were these—

> "(1) If the Court once orders 1/5th of the sale consideration to be deposited in cash, has the Court authority subsequently to change this order and direct that security for the sale consideration be furnished ? and
>
> (2) If the Court, fixed the time for deposit of cash, can it subsequently extend the time ?"

(2) 1969 P.L.R. 61.

(3) 1969 P.L.R. 502.

For our purposes, the relevant proposition is proposition No. 2. The point under consideration before the Division Bench as also before the Single Bench was as to whether the trial or first appellate Court respectively had the power to extend the time for the deposit of the one-fifth of the pre-emption money. There is no dispute about the authority either of the trial Court or of the first appellate Court to extend the time, as the statute itself empowers them to do so. But here the question under consideration is not that the trial Court or the first appellate Court declined to extend the time because none ever moved the Court for the extension of the time, but even in this Court no application has been put in for the condonation of delay or for the extension of time. So the learned counsel cannot seek any sustenance from the principles enunciated in the above-mentioned two decisions of this Court.

(7) Lastly, the learned counsel for the appellants urged that a litigant could not be penalised for the mistake of the Court and in support of his submission, he drew my attention to a decision of the Supreme Court reported in *Jang Singh* v. *Brij Lal and others* (4) and *Mehr Mohammad Din* v. *Pandit Anant Ram and another* (5). Again, there is no quarrel with the proposition that a litigant cannot be made to suffer for the mistake of the Court, but the question that arises for consideration is : has there been a mistake of the Court in this case ? I think, there has been no mistake of the Court in this case and what the learned counsel tried to interpret as amounting to a mistake on the part of the Court cannot be considered at all, by any stretch of imagination, a mistake on its part and the ratio in *Pandit Anant Ram's case* (5), where the plaintiff acted on an incorrect information supplied by the Reader of the Court, cannot be applied to the facts of the present case, where none has, in any way misdirected the plaintiffs either with regard to the money that had to be deposited or with regard to the date by which they were to deposit the same. So, none of the two decisions cited by the learned counsel for the appellants are applicable to the facts of the present case.

(8) For the reasons recorded above, this appeal fails and is dismissed with costs.

(4) 1963 P.L.R. 884.

(5) A.I.R. 1939 Lah. 25.

B. S. G.