

before which it is filed is bound or authorized by law to receive in evidence. The suggestion that there is no prohibition against the reception of such declaration in evidence does not render it admissible or the declarant amenable to the provision of section 199 of the Indian Penal Code. It is not pointed out for the opposite party that the declaration filed by Ram Prasad was one which under the Criminal Procedure Code, or any other law, the court before which the proceedings were pending was bound or authorized to receive in evidence. I therefore hold that the sanction granted by the learned District Magistrate for the prosecution of the applicant under section 199 of Indian Penal Code, cannot be upheld. It is unnecessary to discuss the other objections taken on behalf of the applicant. I, therefore, set aside the order of the learned District Magistrate, dated the 30th July, 1912, as against Ram Prasad.

Application allowed.

Before Mr. Justice Muhammad Rafiq.

GIGA v. MUHAMMAD AMIN*

Act No. XIII of 1859 (Workman's Breach of Contract Act)—Procedure—Special procedure under the Act not applicable to ordinary loans between master and workman.

Held that the special procedure provided by Act No. XIII of 1859 for the recovery of money advanced in the circumstances therein described is not applicable where money is advanced to a workman, not for the purpose of assisting him to complete a specific piece of work, but as an ordinary loan to be repaid out of the workman's wages. *In the matter of Anusoori Sanyasi (1)* referred to.

The applicant Giga, having employed one Muhammad Amin to work at his shop, lent Muhammad Amin some money under an agreement by which the loan was to be repaid out of Muhammad Amin's wages. Before, however, the loan was repaid, Muhammad Amin left the service of Giga. Giga thereupon filed a complaint against Muhammad Amin under Act No. XIII of 1859 in the court of the Cantonment Magistrate of Cawnpore. The Magistrate referred the matter in dispute to arbitration. The majority of the arbitrators filed an award decreeing the sum of Rs. 51-4 to Giga, and that sum was paid. Giga, however, applied in revision to the Sessions Judge to set aside the order of the Cantonment Magistrate, and failing there, made a further application to the High Court.

* Criminal Revision No. 732 of 1912 from an order of W. F. Kirton, Sessions Judge of Cawnpore, dated the 7th of September, 1912.

(1) (1904) I. L. R., 28 Mad., 37.

1912

EMPEROR
v.
RAM PRASAD

1912

October, 4.

1912

GIGA
v.
MUHAMMAD
AMIN.

Mr. *E. A. Howard* (for whom *Babu Satya Chandra Mukerji*),
for the applicant.

The Assistant Government Advocate (Mr. *R. Malcomson*) and
Mr. *W. K. Porter*, for the opposite party.

MUHAMMAD RAFIQ, J.—This is an application in revision by one Giga, praying that the order of the learned Cantonment Magistrate, dated the 23rd of July, 1912, be set aside. It appears that Giga had employed Muhammad Amin, the opposite party, to work at the shop of the former. Muhammad Amin took a loan from the applicant for which he gave an agreement. Before the loan had been paid off, Muhammad Amin left the service of Giga. The latter filed a complaint under Act XIII of 1859, in the court of the Cantonment Magistrate, for the recovery of the loan or for an order directing Muhammad Amin to return to work. The learned Magistrate referred the matter to arbitration. The majority of the arbitrators filed an award decreeing Rs. 51-4-0, to Giga, the applicant. That sum, I understand, has been paid. It is contended for the applicant that the learned Magistrate had no jurisdiction to delegate his powers under Act XIII of 1859, to arbitrators. I find that the objection taken by the applicant need not be considered as his application must fail on another ground. The loans that can be recovered under Act XIII of 1859 are the loans which are advanced by employers to their workmen for doing specific work. In the present case it is admitted that the money advanced to Muhammad Amin was not advanced for doing any particular work. Whatever work he was doing at the time that he took the loan had been finished and nothing of it remained to be done. Under these circumstances the applicant's petition to the learned Magistrate could not be entertained; see *In the matter of Annsoori Sanyasi* (1). The application fails and is rejected.

Application rejected.

(1) (1904) I. L. R., 28 Mad., 37.