been paid. Our decree will therefore be that we allow a further sum of Rs.1,226 above what was decreed by the District Judge, and this Rs.1,226 will carry interest at Rs.6 per cent. per annum simple from the 7th of May 1934, till the date of our decree. The parties will pay and receive costs proportionate to success and failure.

VERMA, J.—I agree.

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DAMODAR
DAS
v.
SECRETARY
OF STATE
FOR INDIA

MISCELLANEOUS CIVIL

Before Mr. Justice Collister and Mr. Justice Bajpai

BADRI PRASAD (PLAINTIFF) *v.* RAM NARAIN SINGH
(DEFENDANT)*

1938
September,
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Temporary Postponement of Execution of Decrees Act (Local Act X of 1937), section 5(1)—Limitation for suit for money against an agriculturist—Exclusion of period of operation of the Act—Interpretation of statutes—Preamble.

Although it may appear from the preamble to the Temporary Postponement of Execution of Decrees Act (Local Act X of 1937) that the main or primary object of the legislature was to grant relief to agriculturists by the postponement of execution of decrees passed against them, yet on the other hand the language of section 5(1) of the Act is perfectly clear and unambiguous; and accordingly, in computing the period of limitation for a suit for money against an agriculturist, the period during which the Act remained in force was to be excluded.

Where the terms of an enactment are clear, precise and unambiguous, it must be applied and enforced according to its plain meaning, and it is not the business of the court to speculate as to what might have been in the mind of the legislature as it may appear to the court from the preamble or otherwise.

Parties were not represented.

COLLISTER and BAJPAI, JJ.—This is a reference by the small cause court Judge at Benares under order XLVI, rule 1 of the Code of Civil Procedure.

The suit was instituted on the 29th of April, 1938, against a certain person, who was presumably an agriculturist, upon the foot of a promissory note. The

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promissory note was executed on the 20th of January, 1935, and the period of limitation under the provisions of the Limitation Act had expired on the 20th of January, 1938; but the plaintiff contended that the suit was within time by reason of the provisions of section 5 of Local Act No. X of 1937.

Section 5 (1) of the Act reads as follows: "In computing the period of limitation prescribed by the Indian Limitation Act, 1908, or any other law for the time being in force, for (a) the institution of a suit in a civil court against an agriculturist for money or for foreclosure or sale in enforcement of a mortgage, and (b) the execution of such decree as is referred to in section 3 and not covered by section 6, the period during which this Act shall remain in force shall be excluded."

The learned Judge considered the preamble of the Act and having regard to the fact that all the sections of the Act except section 5 are concerned exclusively with matters relating to the execution of decrees he observes: "As the Act itself is not applicable to suits against agriculturists, the provision about stay of suits appears to be outside the scope of the Act and inconsistent with the tenor and spirit of the Act."

The preamble of the Act is in the following terms: "Whereas it is expedient to provide for the temporary postponement, pending further legislation for granting relief from indebtedness to agriculturists, of the execution of certain decrees passed against agriculturists by civil courts."

Section 1, clause (1) of the Act provides: "This Act may be called the Temporary Postponement of Execution of Decrees Act, 1937."

It may thus be assumed that the main or primary object of the legislature was to grant relief to agriculturists by the postponement of execution of decrees which had been passed against them; but on the other hand the language of section 5 is perfectly clear and can admit of no two interpretations. Where the terms of

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an enactment are clear, precise and unambiguous, it must be applied and enforced according to its plain meaning, and it is not the business of the court to speculate as to what might have been in the mind of the legislature as it may appear to the court from the pre-amble or otherwise. In Maxwell on the Interpretation of Statutes, 7th edition, at page 39 the learned author observes as follows:

"But the preamble cannot either restrict or extend the enacting part, when the language and the object and scope of the Act are not open to doubt. It is not unusual to find that the enacting part is not exactly co-extensive with the preamble. In many Acts of Parliament, although a particular mischief is recited, the legislative provisions extend beyond it. The preamble is often no more than a recital of some of the inconveniences, and does not exclude any others for which a remedy is given by the statute. The evil recited is but the motive for legislation; the remedy may both consistently and wisely be extended beyond the cure of that evil, and if on a review of the whole Act a wider intention than that expressed in the preamble appears to be the real one, effect is to be given to it notwithstanding the less extensive import of the preamble."

It is of course obvious that as regards decrees the intention of the legislature was that execution should be postponed until such date as the Act ceases to be in operation, and we think it is only logical to assume that there may have been a more or less analogous intention in respect to suits. A creditor whose claim was still within time at the date when this Act came into force could hardly of course be compelled to suspend institution of his suit during the operation of the Act, as his witnesses might meanwhile have died or otherwise have become unavailable to him, but the legislature may perhaps have desired to encourage creditors so to suspend the institution of their suits. In any case, whether the legislature had this or some other intention, we are of opinion, having regard to the very clear language of the provision in question, that this suit is within time.

The above is our answer to the reference.