

that the article only relates to claims made against the person who is primarily liable to pay the cesses or dues.

We accordingly maintain the order passed by the learned Judge in Chambers and dismiss the appeal with costs.

M. R.

*Appeal dismissed.*

---

**REVISIONAL CRIMINAL.**

*Before Sir Shadi Lal, Chief Justice.*

**JAFAR—Petitioner**

*versus*

**THE CROWN—Respondent.**

Criminal Revision No. 561 of 1922.

*Workmen's Breach of Contract Act, XIII of 1859—Contract by a person to carry stones on his camels—applicability of the Act.*

*Held*, that a contract by a person to carry stones on his camels cannot be described as a contract of an artificer, a workman, or a labourer within the meaning of the Workmen's Breach of Contract Act, 1859.

*Devappa Ramappa Naik v. Emperor* (1), followed.

*Case reported by H. F. Forbes, Esquire, Sessions Judge, Dera Ghazi Khan, with his No. 278-J., dated the 7th April 1922.*

The accused on conviction by *Sardar* Gurmukh Singh Mongia exercising the powers of a Magistrate of 1st class in the Dera Ghazi Khan District, was sentenced, by order, dated the 20th January 1922, under section 2 of the Workmen's Breach of Contract Act to one month's rigorous imprisonment.

The facts of this case are as follows :—

Jafar accused is a carrier. He was paid Rs. 53-13-0 to carry stones on his camels.

Gurandita Mal, complainant instituted a complaint on account of this advance of Rs. 53-13-0. On 2nd November 1917 the Magistrate gave Jafar three months within which to work off the advance.

---

(1) (1918) 50 Indian cases 492.

1922

June 16.

1922  
 ———  
 JAFAR  
 v.  
 CROWN.

On the 14th July 1919 complainant made a second complaint that the advance had not been worked off. On 8th October 1919, Jafar was ordered to pay the advance within a month or undergo one month's simple imprisonment. On 8th November 1919, the complaint was dismissed in default. On 2nd February 1920 an application for restoration was rejected. On 24th November 1921 the complainant brought a fresh complaint alleging a balance due of Rs. 31-2-6 out of the original Rs. 53-13-0.

On 20th January 1922 Jafar is sentenced to one month's rigorous imprisonment.

I forward the case for revision on the following grounds:—

(a) The Act does not apply to carriers.

(b) The complainant's own conduct in allowing the case to slide for four years has put him out of Court.

The accused is on bail of Rs. 50 since.

SIR SHADI LAL C. J.-- The accused was employed by the complainant to carry stones on his camels and I do not think that a contract of this kind can be described as a contract of an artificer, a workman, or a labourer, within the meaning of the Workmen's Breach of Contract Act (XIII of 1859) *vide, inter alia, Devappa Ramappa Naik v. Emperor* (1). Accordingly I accept the application for revision and quash the order of the Magistrate sentencing the accused to one month's imprisonment.

M. R.

*Revision accepted.*

---

(1) (1918) 50 Indian Cases 492.