LETTERS PATENT APPEAL.

Before Sir Shadi Lal, Chief Justice and Mr. Justice LeRossignol.

PIARA SINGH (PLAINTIFF) Appellant, 1923

versus *April* 3.

MULA MAL, *Vendee*,
SHARM SINGH AND ANOTHER, *Vendors*, } (DEFENDANTS) Respondents.

Letters Patent Appeal No. 151 of 1922.

Indian Soldiers (Litigation) Act, IX of 1918, section 11—whether applicable to a plaintiff who is no longer a soldier when he institutes his suit—Interpretation of Statutes.

Section 11 of the Indian Soldiers' Litigation Act, 1918, provides that in computing the period of limitation prescribed for any suit, appeal or application, to any Court in which the plaintiff, appellant or applicant is an Indian Soldier, the time during which such soldier has been serving under War conditions since the 4th of August 1914 shall be excluded. Plaintiff, who had been serving as a soldier under War conditions for some time and was demobilised in March 1920, brought the present suit for pre-emption in December 1920 in respect of a sale effected in 1918 and claimed the benefit of the said section in order to bring his suit within limitation.

Held, that section 11 of the Indian Soldiers (Litigation) Act 1918 is in terms applicable only to a plaintiff who is an Indian Soldier at the time when he brings his suit and the plaintiff having ceased to be a soldier before that date could not therefore derive any benefit from it, and his suit had consequently been rightly dismissed as barred by time.

When the words of a Statute admit of but one meaning a Court is not at liberty to speculate on the intention of the legislature and construe them according to its own notions of what ought to have been enacted. Its duty is not to make the law reasonable but to expound it as it stands, according to the real sense of the words and if there is a *casus omissus* it is for the legislature, and not for the Court to remedy the defect.

Maxwell, on the Interpretation of Statutes, VI Edition, pages 5 to 8 and 26, referred to.

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Appeal under clause 10 *of the Letters Patent from the judgment of Mr. Justice Martineau, dated the* 6*th June* 1922.

G. C. NARANG and ANANT RAM, for Appellant.

D. R. SAWHNEY, for Respondents.

The judgment of the Court was delivered by—

SIR SHADI LAL C. J.—This appeal arises out of an action brought in December 1920 for the pre-emption of a plot of land sold in 1918. It is admitted that the suit is barred by limitation unless the plaintiff satisfies the requirements of section 11 of the Indian Soldiers (Litigation) Act, IX of 1918. Now the aforesaid section provides that in computing the period of limitation prescribed for any suit, appeal or application to any Court in which the plaintiff, appellant or applicant is an Indian Soldier, the time during which such soldier has been serving under War conditions, since the 4th of August 1914, shall be excluded. The plaintiff had undoubtedly served as a soldier under War conditions for some time before the institution of the suit, but he was demobilised in March 1920, and it is admitted that he was no longer a soldier when he brought the present action. The learned Judge, against whose judgment this appeal has been preferred, holds that, as the plaintiff was not a soldier on the date of the institution of the suit, he could not avail himself of the benefit of the said section. There can be no doubt that the legislature in enacting this law intended to confer a special protection, in respect of Civil and Revenue litigation, upon Indian soldiers serving under War conditions and contemplated that a person's right to have recourse to a Court of law should not be adversely affected by reason of his serving as a soldier under War conditions. It was consequently provided that the period of such service should be excluded from the period of limitation prescribed for the suit, appeal or application which he might bring before a Court of law. It was clearly intended that the period of limitation should not run against him during the time he was serving under War conditions.

If this was the object of the legislature, there is no cogent reason why a person who has earned the concession indicated above should lose it simply because

he has ceased to be a soldier at the time he invokes the aid of the Court. It is, however, manifest that if the language of a statute is clear and unambiguous, the Court must give effect to it and has no right to extend its operation in order to carry out the real or supposed intention of the legislature.

"When the language is not only plain but admits of but one meaning, the task of interpretation can hardly be said to arise. It is not allowable, says Vattel, to interpret what has no need of interpretation. *Absoluta sententia expositore non indiget.* Such language best declares, without more, the intention of the lawgiver, and is decisive of it. The legislature must be intended to mean what it has plainly expressed, and consequently there is no room for construction. It matters not, in such a case, what the consequences may be. Where, by the use of clear and unequivocal language capable of only one meaning, anything is enacted by a legislature, it must be enforced, even though it be absurd or mischievous. The underlying principle being that the meaning and intention of a statute must be collected from the plain and unambiguous expressions used therein rather than from any notions which may be entertained by the Court as to what is just or expedient. If the words go beyond what was probably the intention, effect must nevertheless be given to them. They cannot be construed, contrary to their meaning, as embracing or excluding cases merely because no good reason appears why they should be excluded or embraced. However, unjust, arbitrary or inconvenient the meaning conveyed may be, it must receive its full effect. When once the meaning is plain, it is not the province of a Court to scan its wisdom or its policy. Its duty is not to make the law reasonable but to expound it as it stands, according to the real sense of the words." (Maxwell on the Interpretation Of Statutes; Sixth edition, pages 5 to 8).

The same author sums up the position in the following words :—

"In short, when the words admit of but one meaning a Court is not at liberty to speculate on the intention of the legislature, and to construe them according to its own notions of what ought to have been enacted. Nothing could be more dangerous than to make such considerations the ground for construing an enactment that is unambiguous in itself. To depart from the meaning on account of such views is, in truth, not to construe the Act, but to alter it. But the business of the interpreter is not to improve the statute ; it is, to expound it. The question for him is not what the legislature meant, but what its language

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means; *i.e.*, what the Act has said that it meant. To give it a construction contrary to, or different from, that which the words import, or can possibly import, is not to interpret law, but to make it; and Judges are to remember that their office is *jus dicere*, not *jus dare*."

Now, the language of the section embraces only those cases in which the plaintiff *is* an Indian soldier at the time of the institution of the suit, and it appears that the mere fact that he was a soldier for some time during the period of limitation prescribed for the suit does not benefit him if he has ceased to be a soldier on the date of the institution of the suit. The learned counsel for the plaintiff asks us to place a beneficial construction upon the section, but no rule of interpretation can be invoked for the purpose of including cases plainly omitted from the natural meaning of the words.

As pointed out by Maxwell at page 26—

"A case not provided for in a statute is not to be dealt with merely because there seems no good reason why it should have been omitted, and the omission appears consequently to have been unintentional."

It may be a *casus omissus*, but it is obviously for the legislature and not for the Court to remedy the defect.

We are constrained to hold that the plaintiff's case does not come within section 11 of the Indian Soldiers (Litigation) Act. The appeal, therefore, fails and is dismissed with costs.

C. H. O.

Appeal dismissed.