
(1959) 09 P&H CK 0002

In the Punjab And Haryana At Chandigarh

Case No : Letters Patent Appeal No. 319 of 1958

Gian Chand Tandon and Another

APPELLANT

Vs

Pt. Bahadar Singh and Others

RESPONDENT

Date of Decision : 25-09-1959

Acts Referred:

Displaced Persons (Debts Adjustment) Act, 1951 — Section 2(6), 31, 31(3)

Citation : AIR 1961 P&H 164

Hon'ble Judges : A.N. Bhandari, C.J;D. Falshaw, J

Bench : Division Bench

Advocate : Rajinder Nath, for the Appellant; Roop Chand, for the Respondent

Final Decision : Dismissed

Judgement

Falshaw, J.—This is an appeal under Clause 10 of the Letters Patent against the decision of Bishan Narain J. accepting an execution first appeal setting aside the order of the lower Court by which the judgment-debtor's objections were accepted and the release of the property in dispute from attachment was ordered.

2. The facts are that a decree for Rs. 11,000/-odd was transferred from Delhi to Ambala for execution. Some houses and a shop belonging to the Judgment-debtor were attached. Various objections were raised on behalf of judgment-debtors, including one based on Section 31 of the Displaced Persons (Debts Adjustment) Act 70 of 1951. The relevant portion of Section 31 reads--

"31. Section 60 of the CPC 1908 shall, in relation to the execution of any decree for a debt against a displaced person (whether passed before or after the commencement of this Act), have effect, an if--

(1) for Clause (c) of the proviso to Sub-section (1), the following clauses had been substituted, namely:--

* * * * *

(ccc) one main residential house and other buildings attached to it (with the

materials and the site? thereof and the land immediately appertaining thereto and necessary for their enjoyment) be longing to a judgment-debtor other than an agriculturist and occupied by him. * * * *

(3) after Clause (p), the following clauses had been inserted namely;-- * * * *

(r) so much of any other property of the judgment-debtor as constitutes the means of his livelihood and as is likely, in the opinion of the Court, to yield to him an income of not less than two hundred and fifty rupees a month:

* * * *

3. The executing Court found that the judgment-debtor was a displaced person and that the property attached and sought to be sold yielded an income of less than two hundred and fifty rupees a month, and he therefore held that the judgment-debtor was protected by Clause (r) set out above. He accordingly passed an order releasing the property from attachment

4. This order was reversed by the learned Single Judge on the ground that in order to enable a displaced person, against whom a decree had been passed, to claim the benefit of these provisions it was necessary that the debt which led to the decree must be a debt as defined in the Displaced Persons (Debts Adjustment) Act. The word "debt" is defined in Section 2(6) of the Act as follows:--

" "debt" means any pecuniary liability, whether payable presently or in future, or under a decree or order of a Civil or Revenue Court or otherwise, or whether ascertained or to be ascertained, which--

(a) in the case of a displaced person who has left or been displaced from his place of residence in any area now forming¹ part of West Pakistan, was incurred before he came to reside in any area now forming part of India;

* * * *

It is admitted that in the present case the debt was one incurred by the judgment-debtor since he came to India after the partition,

5. It is an obvious and general principle that, where a particular word such as "debt" is given a definition in the Act, which narrows and restricts its ordinary meaning, the meaning given in the definition must be applied to the word wherever it appears in the Act, unless the contrary is clearly indicated. In my opinion there can be no doubt that in Section 31 the word "debt" was used in its restricted sense as defined in the Act. If the legislature had intended to give a displaced person, against whom a money decree had been passed, the protection afforded by Clause (r), it would have been perfectly simple to use some such words in the opening words of the section as "any decree for the payment of money". I am therefore of the opinion that the matter was correctly decided by the learned Single Judge and would dismiss the appeal with costs.

Bhandari, C.J.

6. I agree.