
(1976) 06 KL CK 0004
In the High Court Of Kerala
Case No : O.P. No. 5181 of 1975

Lord Krishna Bank Ltd.

APPELLANT

Vs

Inspector General of Registration

RESPONDENT

Date of Decision : 03-06-1976

Acts Referred:

Kerala Chitties Act, 1975 — Section 17, 17(2), 70

Citation : AIR 1976 Ker 151

Hon'ble Judges : T. Chandrasekhara Menon, J

Bench : Single Bench

Advocate : V. Rama Shenoi and R. Raya Shenoi, for the Appellant; M.M. Abdul Khader, General, for the Respondent

Final Decision : Allowed

Judgement

T. Chandrasekhara Menon, J.—The petitioner is a Banking Company, a Scheduled Bank within the meaning of the Reserve Bank of India Act, 1934, with its registered office situated at Kodungallur, in the erstwhile Cochin State, and branches at several places in the State of Kerala including those at Alathur, Peringanam and Thalikulam within the area of the erstwhile Malabar District. The petitioner has approached this Court for a declaration that the provisions of Section 17 of the Kerala Chitties Act, 1975 (shortly stated the Act) are not applicable to kuries started prior to the coming into force of that Act for directing respondents to refrain from enforcing the provisions of the said section to kuries started prior to the coming into force of the Act. Respondents are the Inspector-General of Registration, Kerala. Sub-Registrar, Alathur and State of Kerala respectively. There is also a prayer for quashing the proceedings of the 1st and 2nd respondents marked in the case as Exts. P-2 and P-1 respectively. Ext. P-1 is a communication from the 2nd respondent to the Agent of Alathur Branch of the petitioner-bank directing him to comply with the directions contained in the order No. M2-10938/75 dated 17-10-1975 of the 1st respondent. Copy of this order is Ext. P-2.

Therein it is stated that Sub-section (1) of Section 2 of the Act defines "approved bank" as a bank approved by the Government from time to time for the purpose of the Act and the Government had in their order dated 19-9-1975 issued the required notification to the effect that the Kerala Treasury Savings Bank shall be the approved bank for the purpose of the Act. It is, therefore, clear, the order further states, that the Kerala Treasury Savings Bank is the only approved bank for the purpose of the Act and it is inevitable that the unpaid prize money should be deposited in that bank itself. The order further proceeds to state that the foreman bank should deposit the unpaid prize money in the Treasury Savings Bank and produce the pass book as evidence for the purpose of filing the minutes. Ext. P-2 then states that even if there is provision to the contrary in the variola the bank should deposit the unpaid prize money in the Treasury Savings Bank before the date of the next succeeding instalment.

2. The petitioner's contention is that Section 17 of the Act which directs the deposit of the unpaid prize amount in an approved bank, as defined in the Act, would apply only to kuries started after the coming into force of the Act. In the nature of the wording of the provision it cannot have any application to kuries started earlier.

3. The petitioner-bank which has its registered office in the erstwhile Cochin State was, according to the provisions of the Cochin Kuries Act, an approved bank in which the unpaid prize amount due to prized subscribers who have defaulted to draw the prize after giving security could be deposited. Since there was no statute law in force, before the Act, relating to kuries conducted in the Malabar area by the petitioner, the unpaid prize amounts due to prized subscribers of such kuries who defaulted to draw the prize on furnishing security used to be deposited with the petitioner-bank. In the variola in respect of the kuries started by the petitioner at its branches in the Malabar area prior to the coming into force of the Act, it has been specifically stipulated and agreed to by the subscribers of those kuries that the prize amount due in respect of any drawing remaining unpaid owing to the default of a prized subscriber will be deposited with the petitioner with the result that the subscribers of those kuries are bound by that stipulation.

4. The petitioner started a monthly kuri at its Alathur Branch with a capital of Rs. 24,000/- from 5-2-1975 and it will terminate on 5-1-1980. Ext. P-3 is a true copy of its variola. According to paragraph 6 of this variola the prized subscriber is entitled to demand the prize amount on furnishing security only 10 days after the next instalment of the kuri succeeding that at which the prize was won or auctioned. According to paragraph 16 of the variola a period of one month from the date on which he could demand the prize amount is allowed to the prized subscriber to furnish security for the payment of the future subscriptions and to draw the prize amount and according to paragraph 22 if he defaults to draw the prize amount on furnishing adequate security, the petitioner is entitled to deposit the prize amount with itself.

5. The question that arises in this O. P. is whether in the light of the variola concerned the petitioner can deposit the prize amount with itself. Section 17 (2) of the Act states that if owing to default of a prized subscriber, the prize amount due in respect of any drawing remains unpaid before the date of the next succeeding instalment, the foreman shall deposit the same forthwith in any approved bank mentioned in the variola and intimate in writing the fact of such investment together with the following particulars of the investment to the prized subscriber, namely, (a) the number, year and office of registration of the chitty; (b) the particular instalment of the chitty; (c) the amount due to the subscribers; (d) the approved bank in which the amount is deposited; (e) the date of deposit; (f) the reason for the deposit; and (g) the conditions of disbursement. It might be noted that the section states that the amount shall be deposited in the approved bank mentioned in the variola. In Section 6 of the Act it is stated that in every chitty there shall be a variola in duplicate signed by each of the subscribers or by a person authorised in writing by the subscriber in that behalf and such signature shall be attested by at least one witness. Section 7 specifies the particulars which shall be contained in the variola. There it is stated among particulars the date on which the chitty is to begin and the date on which it is to terminate.

Another particular that has been specified for being mentioned in the variola is the approved bank or banks in which chitty moneys shall be invested by the foreman under the provisions of the Act. It also mentions that the nature and particulars of security offered by the foreman u/s 15 should be contained in the variola. Section 2 (1) of the Act defines an "approved bank" as a bank approved by the Government from time to time, for the purposes of the Act. Section 15 of the Act is regarding security to be given by the foreman. The section states that every foreman shall, before the first drawing of the chitty execute a bond in favour of or in trust for the other subscribers for the proper conduct of the chitty, charging immovable property sufficient to the satisfaction of the Registrar for the realisation of twice the chitty amount or deposit in an approved bank an amount equal to the chitty amount or invest in Government securities of the face value of not less than one and a half times the chitty amount and transfer the amount so deposited or the Government securities in favour of the Registrar to be held in trust by him as security for the due conduct of the chitty.

Section 10 of the Act provides for copies of variola to be given to the subscribers and acknowledgments to be filed. There it is stated that after the variola is signed by a subscriber or by a person authorised in writing by the subscriber in this behalf, the foreman shall supply a true copy of the variola certified as such by him to such subscriber or person authorised by the subscriber, who shall acknowledge receipt of the same, and the foreman shall file the acknowledgments with the Registrar within fourteen days of the first drawing of the Chitty. Section 11 is an enabling provision for alteration of variola. By that section subject to the provisions of the Act and to the conditions contained in the variola the subscribers to a chitty by a special resolution can make alterations in

respect of matters specified in the section.

Section 72 of the Act which is a repealing provision repeals the Travancore Chitties Act, and the Cochin Kuries Act and provides that such repeal shall not affect in any manner the operation of those enactments in respect of chitties started before the commencement of this Act. Section 70 of the Act provides that the provisions of the Act save those contained in Sections 3, 4, 8, 9 and 15 shall, so far as may be, apply to chitties started before the commencement of this Act in the erstwhile Malabar District.

6. By Government Order SRO. No. 814/75 dated 17th September, 1975 published in the Kerala Gazette No. 39 Part I dated 7th October, 1975, Government has notified that under Clause (1) of Section 2 of the Act, Government of Kerala has approved the Kerala Treasury Savings Bank for the purposes of the Act.

7. As per Section 14 of the Act a true copy of the minutes of the proceedings of every drawing certified as such by the foreman has to be filed with the Registrar within 14 days from the date of the instalment to which it relates or before the date of the next succeeding instalment whichever is earlier. Default in respect of this will make liable the foreman for punishment with fine which may extend to one hundred rupees for every day during which he continues so to make default.

8. The petitioner's Alathur agent presented before the 2nd respondent on 18-9-1975 a certified copy of the minutes of the drawing of the kuri earlier mentioned on 5th September, 1975 for being filed in his office. The 2nd respondent refused to accept the said copy and to file it on the ground that the petitioner had not deposited the undisbursed prize amount of the drawing on 5-8-1975 in the Kerala Treasury Savings Bank. It is on the basis of the instructions given by the 1st respondent, that the 2nd respondent informed the agent of the petitioner's branch at Alathur in the manner stated earlier. Petitioner contends that the 1st respondent has mis-interpreted the provisions of the Act in informing the 2nd respondent that the provisions of Section 17 will apply to kuries started prior to the coming into force of the Act.

Petitioner further alleges that the 2nd respondent is even refusing to accept certified copies of the minutes of the proceedings of the said kuri conducted by the petitioner at its Alathur branch presented to the 2nd respondent u/s 14 of the Act on the ground that the petitioner had failed to deposit prized amounts not drawn by the subscribers of that kuri in the Government Treasury Savings Bank Account. It is in these circumstances that the present O. P. has been filed by the petitioner.

9. It is contended on behalf of the petitioner that the provisions of Section 17 apply only to kuries started after the coming into force of the Act and that they cannot have any application to kuries which had already been started before that Act came into force. It is further contended that the proceedings of the 1st respondent evidenced by Ext. P-2 is based upon misinterpretation of the

provisions of the Act including Section 17 thereof and the Government notification thereunder. The petitioner points out that the proceedings of the 1st respondent are without jurisdiction and ultra vires.

10. The short question before this Court is whether Section 17 is retrospective in nature making it applicable to kuries started before the coming into force of the Act. No doubt u/s 70 of the Act the provisions of the Act except those contained in Sections 3, 4, 8, 9 and 15 shall so far as may be apply to chitties started before the commencement of this Act in the Malabar district; I might emphasise here the words so far as may be" occurring in Section 70 : whether in the light of the statutory provisions themselves can Section 17 be made applicable to kuries started before the Act?

11. Mr. Rama Shenoy, learned counsel for the petitioner stresses on the fact that Section 17 (2) specifies that the deposit has to be made in approved bank mentioned in the variola and that u/s 6 of the Act in every chitty there shall be a variola in duplicate signed by each of the subscribers or by a person authorised in writing by the subscriber in that behalf and such signature shall be attested by at least one witness. He also points out that the approved bank means bank approved by the Government, from time to time, for the purposes of the Act in the light of the definition section. On a harmonious reading of the relevant provisions of Section 17 and Section 15 it will be clear according to him that the deposit to be made in approved bank could only have relevance in respect of kuri started after the coming into force of the Act. Before the Act as far as Malabar area is concerned there was no necessity at all even for a written variola and nobody could expect the approved bank to be mentioned in a variola in respect of those kuries. Approved bank is something which is notified under the Act as approved by the Government.

12. It might be further noted that u/s 10 of the Act, after the variola has been signed by a subscriber or by a person authorised in writing by the subscriber in this behalf, the foreman shall supply a true copy of the variola certified as such by him to such subscriber or person authorised by the subscriber, who shall acknowledge receipt of the same, and the foreman has to file the acknowledgments with the Registrar within fourteen days of the first drawing of the kuri. Therefore, it is clear that the variola which is mentioned in Section 17 could only be a variola which comes into existence as per Section 6 of the Act.

13. No doubt nothing prevents the legislature from making an Act and all its provisions retrospective and they would be retrospective if the intention to do so is apparent. No one denies the competency of the legislature to pass retrospective statutes if they think fit. Before giving such a construction to any provision in the Act one would require that it should either appear very clearly in the terms of the provision or arise by a necessary implication. It is a general rule of law that statutes are not to operate retrospectively. By express enactment or by necessary implication from the language employed a provision could be made to take effect retrospectively.

14. According to Mr. Rama Shenoy the phrase "so far as may be" is itself indicative of the fact that the legislature itself was aware that some of the provisions contained could not be made applicable to kuries started before the commencement of the Act in the nature of the provisions themselves. Giving full effect to that phrase and taking into account the particular statutory provision in Section 17 (2) it is contended by him that there cannot be any doubt that the particular provision is prospective in nature and it cannot in any way apply to kuries started before the commencement of the Act.

15. It was contended on behalf of the respondents that the Kerala Chitties Act was enacted to have a uniform law for the whole State replacing the Travancore Chitties Act and the Cochin Kuries Act. There was no corresponding law restricting the starting and running of chitties in the Malabar area. The learned Advocate General states that the main purpose of the law is to see that the foremen are not allowed to start Chitties in which the subscribers invest their hard earned money without any restrictions or control. There have been a large number of cases in which a very large number of people were cheated by unscrupulous foremen who closed down the business after collecting large sums of money. The poor subscribers have no means to recover the amounts as the foremen have no assets.

The Act stipulates that no forman will be allowed to start Chitties of the total value exceeding half his total assets. He has to get sanction from the Registrar of Chitties to start the Chitty and has to register the variola which has to be according to the pattern set forth in the Rules. He has to maintain proper registers and accounts and minutes of the auctions and other meetings of subscribers. No subscriber is permitted to bid for a Chrtty at a discount exceeding 30 per cent. The foreman has to offer security before the first draw of the chitty by depositing the amount in the Sub-Treasury. He has also to deposit the amount of a prized chitty in the Sub Treasury till the subscriber produces the security for the amount. These provisions are to protect the subscriber from non-payment of the amount by the foreman and to secure the amount due.

In order to remove difficulties to foremen and subscribers of chitties started in the Malabar area before the commencement of the Act and to mitigate them from the conditions imposed by Section 15 of the Act such chitties have been exempted from the provisions regarding requirement of assets twice the value of the chitty, registration of variola, security to be deposited by the foreman at the first draw etc. as per Section 70 of the Act. But they have to maintain the accounts, registers and minutes in respect of the chitties after the Act came into force. The provisions similar to the Act have been by and large in force in the Travancore-Cochin area. In view of the different situations prevailing in the different parts of the State, in enacting the Act there were diverse and peculiar situations which had to be dealt with. Therefore according to the learned Advocate General the law relating to chitties had to be consolidated and the Kerala Act was enacted by the Legislature.

He contends that if the petitioner's plea that Section 17 of the Act will not apply to the former Malabar area of the Madras State is accepted that would not be in harmony with the intention of the Legislature, reading all the provisions as a whole. According to him Section 17 read with Section 70 would make that provision clearly applicable to chitties started before the commencement of the Act. As per Section 17 of the Act, according to the Advocate General the foreman is bound to deposit the unpaid prize amount in the approved bank which is the Treasury Savings Bank, even though the prize won by the subscriber was before the introduction of the Act. According to him in particular instances the Court may not accept a strictly literal interpretation of the provisions if it is clear from the totality of the provisions that the intention of the Legislature was otherwise.

16. He referred to the decision of the Supreme Court in *State of Madhya Pradesh Vs. Azad Bharat Finance Co. and Another*, . There it is pointed out that it is well recognised that if a statute leads to absurdity, hardship or injustice, presumably not intended, a construction may be put upon it which modifies the meaning of words, and even the structure of the sentence.

17. Considerable reliance was placed on the decision of the Supreme Court reported in *N.B. Sanjana, Assistant Collector of Central Excise, Bombay and Others Vs. The Elphinstone Spinning and Weaving Mills Company Ltd.*, where in construing the expression "paid" in Rule 10 of the Central Excise Rules, 1944 the Court said that the said word should not be read in a vacuum and it will not be right to construe the same literally which means actually paid. That word will have to be understood and interpreted in the context in which it appears in order to discover its appropriate meaning. The Court pointed out that the expression "paid" has been used there to denote the starting point of limitation of three months for the issue of a written demand required as per the Rules.

The Act and Rules provide in great detail the stage at which and the time when the excise duty is to be paid by a party. If the literal construction that the amount should have been actually paid is accepted then in some cases, when no duty has been levied, the Department will not be able to take any action under the relevant rule. The Court was of opinion that the proper interpretation to be placed on the expression "paid" is "ought to have been paid". Supreme Court placed reliance on its earlier decision in *Gursahai Saigal Vs. Commissioner of Income Tax, Punjab*, and to the English decision in *Allan v. Thorn Electrical Industries Ltd.* 1968 1 QB 487.

18. In *Gursahai Saigal Vs. Commissioner of Income Tax, Punjab*, the Court was construing the provisions in Sub-section (6) of Section 18-A of the Income Tax Act, 1922. An assessee can be charged with interest under Subsection (8) calculating the amount by applying the machinery of calculation laid down in Sub-section (6). Sub-section (8) by its terms applies to a case where no payment of tax has been made and, therefore, there is no first day of January of a financial year in which tax was paid, from which day the calculation of interest has to commence. Sub-section (6) says that interest would be calculated from the first

day of January in the financial year in which the tax was paid. Literally subsection (6) could not be applied to a case where no tax has been paid. The Supreme Court said that on a harmonious reading of the provisions, Sub-section (6) being only a provision which lays down the machinery for the calculation of the tax, the rule of literal construction should not be applied and on the other hand the proper way to construe it is to give it an interpretation which makes the machinery workable. The Court was of opinion that otherwise Sub-section (8) would become unworkable as such and reliance was placed on the principle enunciated by the Privy Council in (1940) 8 ITR 442 (Privy Council) "ut res valeat potius quam pereat--makes the machinery workable".

19. But as Mr. Rama Shenoy pointed out this principle of interpretation can be made applicable only if two interpretations are possible and the latter interpretation would make the section of . no effect at all.

20. The principle has been well stated, if I may say so with respect, by Lord Denning M. R. in *Allen v. Thorn Electrical Industries Ltd.* 1968 1 QB 487. In that case his Lordship stated:

"Taken literally, the word "paid" does mean actually paid in cash. It means the money which the man receives in his pay packet. That is how we were invited to construe it here. The draftsman of this Act was, it was suggested, a learned pedant who used words with meticulous accuracy. I decline to accept this invitation. We are not the slaves of words but their masters. We sit here to give them their natural and ordinary meaning in the context in which we find them. The context here is "the rate of remuneration paid."

It is clear from this that before the principles laid down in the aforementioned decisions could be made applicable it should be possible to construe the section concerned in the particular manner certainly taking into account the context in which the expressions are used. Courts cannot re-write or re-draft an enactment for bringing the provisions into conformity with the supposed intentions of the Legislature.

21. Mr. Rama Shenoy, learned counsel for the petitioner relied upon many of the passages in *Craies on Statute Law*, some of which I may refer herein. At page 64, Seventh Edition of the book the learned author quotes the following passages from Lindley L. J. in *Chateney v. Brazilian Submarine Telegraph Co.* (1891) 1 QB 79 at p. 85 :

"It is well at the outset to guard against confusion between the meaning and the legal effect of expressions used in a statute," "The expression "construction" as applied to a document, at all events as used by English lawyers, includes two things--first, the meaning of the words; and secondly, the effect which is to be given to them. The meaning of words I take to be a question of fact in all cases, whether we are dealing with a poem or a legal document. The effect of the words is a question of law."

After quoting the passage the learned author proceeds to state that strictly speaking, there is no place for interpretation except where the words of the statute admit of two meanings and then the author quotes from *Scot L. J. in Croxford v. Universal Insurance Co. 1936 2 KB 253 at p. 281.*

"Where the words of an Act of Parliament are clear, there is no room for applying any of the principles of interpretation which are merely presumptions in cases of ambiguity in the statute." Then the author further proceeds:

"The safer and more correct course of dealing with a question of construction" said Warrington L. J. "is to take the words themselves and arrive, if possible, at their meaning without, in the first place, reference to cases," and Ever-shed M. R. said : "I prefer to avoid exegesis of the statutory language unless they are absolutely necessary : for the result would otherwise tend thereafter to substitute for the problem of construction of parliamentary language the problem of the construction of the judgments of the Courts."

Rules of construction have been laid down because of the obligation imposed on the Courts of attaching an intelligible meaning to confused and unintelligible sentences."

22. As Craies points out if meaning is plain, consequences have to be disregarded. The cardinal rule for the construction of Acts of Parliament is that they should be construed according to the intention expressed in the Acts themselves. If the words of the statute are themselves precise and unambiguous, then no more can be necessary than to expound those words in their ordinary and natural sense. The words themselves alone do in such a case best declare the intention of the lawgiver.

23. Intention of legislature cannot be speculated on : even though a Court is satisfied that the legislature did not contemplate the consequences of an enactment, a Court is bound to give effect to its clear language.

24. Craies further points out that the language of Acts of Parliament, and more especially of modern Acts, must neither be extended beyond its natural and proper limits, in order to supply omissions or defects, nor strained to meet the justice of an individual case. He quotes from Lord Parker, C. J. in *R. v. Oakes*, (1959) 2 QB 350 :

"Where the literal reading of a statute produces an intelligible result there is no ground for reading in words or changing words according to what may be the supposed intention of Parliament."

25. At page 86 of Craies on Statute Law, Seventh Edition, the learned author makes the following quotations from certain cases :

"It is clear that "if," as Jervis C. J. said in *Abley v. Dale* 1850 135 ER 26 "the precise words used are plain and unambiguous, we are bound to construe them in their ordinary sense, even though it does lead to an absurdity or manifest

injustice. Words may be modified or varied where their import is doubtful or obscure, but we assume the functions" of legislators when we depart from the ordinary meaning of the precise words used, merely because we see, or fancy we see, an absurdity or manifest injustice from an adherence to their literal meaning". And 100 years later Finemore J. said : "The mere fact that the results of a statute may be unjust or absurd does not entitle this Court to refuse to give it effect, but if there are two different interpretations of the words in an Act, the Court will adopt that which is just, reasonable and sensible rather than that which is none of those things."

26. As the learned author points out the argument from inconvenience and hardship is a dangerous one and is only admissible in construction where the meaning of the statute is obscure and there are alternative methods of construction. It is not competent to a judge to modify the language of an Act of Parliament in order to bring it into accordance with his own views as to what is right or reasonable. Willes J., in *Abel v. Lee* 1871 LR 6 CP 365 at p. 371 said :

"No doubt," "the general rule is that the language of an Act is to be read according to its ordinary grammatical construction unless so reading it would entail some absurdity, repugnancy, or injustice But I utterly repudiate the notion that it is competent to a judge to modify the language of an Act in order to bring it in accordance with his views of what is right or reasonable."

With regard to what is meant by the expression, "the plain meaning of the words of a statute," it is necessary on all occasions to give the legislature credit for employing those words which will express its meaning more clearly than any other words; so that if in any particular instance it can be shown that there are two expressions which might have been used to convey & certain intention, but one of those expressions will convey that intention more clearly than the other, it is proper to conclude that, if the legislature uses that one of the two expressions which would convey the intention less clearly, it does not intend to convey that intention at all, and in that event it becomes necessary to try to discover what intention it did intend to convey. To discover the true construction of any particular provision of a statute the first thing to be attended to is the actual language of the provision itself. The question of construction as such arises only when the mode of ascertaining the meaning is obscure.

27. As rightly pointed out by the petitioner the decision of the Supreme Court in *C.A. Abraham, Uppotttil, Kottayam Vs. The Income Tax Officer, Kottayam and Another*, really supports the contentions of the petitioner. There the Court said :

"The Legislature has expressly enacted that the provisions of Chapter IV shall apply to the assessment of a business carried on by a firm even after discontinuance of its business and if the process of assessment includes taking steps for imposing penalties, the plea that the Legislature has inadvertently left a lacuna in the Act stands refuted. It is implicit in the contention of the appellant that it is open to the partners of a firm guilty of conduct exposing them to

penalty u/s 28 to evade penalty by the simple expedient of discontinuing the firm. This plea may be accepted only if the Court is compelled, in view of unambiguous language, to hold that such was the intention of the Legislature, Here the language used does not even tend to such an interpretation. In interpreting a fiscal statute, the Court cannot proceed to make good deficiencies if there be any : the Court must interpret the statute as it stands and in case of doubt in a manner favourable to the tax-payer. But where as in the present case, by the use of words capable of comprehensive import, provision is made for imposing liability for penalty upon tax-payers guilty of fraud, gross negligence or contumacious conduct, an assumption that the words were used in a restricted sense so as to defeat the avowed object of the Legislature qua a certain class will not be lightly made." To accept the learned Advocate-General's argument would result in making redundant the expression in Section 17 (2) i. e. "approved bank mentioned in the variola". According to me when read through the language of Section 17 (2) along with the other provisions to which reference has been made earlier, it is clear beyond doubt that the provision with regard to deposit in approved bank cannot be made applicable to kuries started before the commencement of the Act. If this interpretation creates any hardship as such it is certainly for the Legislature to relieve the hardship. The omission of the words "mentioned in the variola" in Section 17 (2) would achieve that result. But the section as it stands can be construed only in the manner suggested by the petitioner.

In the light of the above discussion the O. P. is allowed. I declare that the provisions of Section 17 of the Kerala Chitties Act are not applicable to kuries started prior to the coming into force of the Act. The respondents are restrained from enforcing the provisions of Section 17 to kuries started prior to the coming into force of that Act. I quash Exts. P-1 and P-2. I direct that respondents 1 and 2 should not insist upon the petitioner depositing unpaid prize amounts in respect of the kuries started by the petitioner prior to the commencement of the Act and continuing at present in the Kerala Treasury Savings Bank Account as a condition precedent to the filing of the minutes. The 2nd respondent shall accept and file certified copies of the minutes prepared by the petitioner with respect to the drawings of kuries started in the Malabar area prior to 25th August 1975 without insisting the deposit of the unpaid prize amount in the Kerala Treasury Savings Bank. No penal action would be taken by the 2nd respondent as threatened in Ex. p-1. I make no order as to costs.