

(2005) 02 AHC CK 0056
In the Allahabad High Court
Case No : C.M.W.P. No. 3021 of 2002

Triveni Engineering and Industries Ltd.	APPELLANT
Vs	
Additional Excise Commissioner (Administration)/Sheera Niyantarak	RESPONDENT

Date of Decision : 02-02-2005

Acts Referred:

Uttar Pradesh Sheera Niyanttran Adhiniyam, 1964 — Section 2, 5, 9

Citation : (2005) 2 ESC 936

Hon'ble Judges : R.K. Agrawal, J;Prakash Krishna, J

Bench : Division Bench

Advocate : Prabodh Gaur, for the Appellant; S.P. Kesarwani, S.C., for the Respondent

Final Decision : Dismissed

Judgement

P. Krishna, J.—Raising a short controversy the present writ petition has been filed challenging the Order dated 20th of September, 2002 passed by the respondent in the purported exercise of power under the U.P. Sheera Niyanttrak Adhiniyam 1964 (hereinafter referred to as the Adhiniyam). The said Order is a composite Order. But the learned Counsel for the petitioner has confined the challenge to only a part of it by which the respondent directed the petitioner to pay administrative charge at the rate of Rs. 5/- per quintal as a condition for permission to remove the stock of 86,421.85 quintals of Sheera.

2. The brief facts giving rise to the present writ, petition are as follows :

The petitioner, a company duly incorporated under the Companies Act, is running a Sugar Unit at Khatauli in District Muzaffar Nagar. It manufactures sugar from sugarcane using vacuum pan crystallization process. Molasses is the bye-product in the process of sugar manufacturing, from which no more sucrose can be crystallized and recovered by the sugar mill. The dispute in the present writ petition relates to the molasses stored by the petitioner in the tank No. 6 in the

crushing period 2001-02 in respect of February and March 2002. The molasses are stored in tanks with the permission and approval of the respondent for storage of molasses.

3. It appears that the petitioner approached the respondent for permission to dispose of the molasses of tank No. 6 as according to them it ceased to be molasses and to enable the petitioner to store the fresh molasses of the subsequent crushing season. The respondent by the impugned Order has permitted the removal/disposal of the aforesaid molasses from steel tank No. 6 subject to payment of administrative charges at the rate of Rs. 5/- per quintal. Challenging the demand of administrative charges for removal of molasses the present writ petition has been filed, on the allegations that the molasses in steel tank No. 6 ceased to be molasses as such, and therefore no administrative charges can be levied by the respondent.

4. The case of the petitioner is that the temperature in tanks No. 5 and 6 registered a rise of 6-7 degree centigrade over the previous days temperature and rose to 45-46 degree centigrade on 11.4.2002. The petitioner made all possible efforts and adopted the prescribed process of constant external cooling by spraying of water, re-circulation, water dilution and addition of foam suppressing chemicals. Fire brigade was also called for rendering additional help. The attempts made by the petitioner to protect molasses in tank No. 6 against the rising temperature proved to be fruitless and the rise in temperature resulted chemical reaction and resulting into auto combustion of molasses stored therein. Resultantly, the molasses were burnt and the residue of the burnt molasses ceased to be molasses within the meaning of the Adhiniyam 1964 and, as such, the demand of administrative charges is wholly arbitrary and illegal.

5. In counter affidavit it has been stated that the molasses were burnt and deteriorated in quality due to rise in temperature because of the negligence of the petitioner. The petitioner has given copy of the letter dated 18.12.2002 regarding the sale of burnt molasses disclosing therein the selling rate @ Rs. 25/- per quintal inclusive of all taxes. The District Excise Officer, Muzaffarnagar has received the copy of offer dated 13.12.2002 submitted by one M/s. Krishna Ajai Kumar Agrawal who has offered to purchase it at the rate of Rs. 70/- per quintal and has also expressed his willingness for further negotiation in rate. These facts clearly show that the molasses in question even if it is burnt molasses, has marketable value. The other ground raised in the counter-affidavit is that the Order is appealable u/s 9 of the Adhiniyam 1964 and the writ petition should be dismissed on the ground of alternative remedy. Reliance has been placed on the definition of molasses as defined u/s 2 (d) of the Adhiniyam 1964. It has been further stated that the burnt molasses is highly inflammable and may be used as fuel also. Molasses of whatever grade is called molasses and the petitioner is liable to pay administrative charges in accordance with law, on its sale.

6. Heard Shri Prabodh Gaur, the learned Counsel for the petitioner and Shri S.P.

Kesarwani, the learned Standing Counsel for the respondent. The learned Counsel for the petitioner along with his supplementary affidavit filed a copy of the "Order-dated 28.11.2002 passed by the State Government in the revision filed against the Order dated 20th September, 2002. The State Government has rejected the revision on the finding that the Sheera of whatever grade is liable to suffer administrative charges for its disposal and, as such, the State Government found no fault in the Order dated 20th September, 2002. It has been further found that the burnt molasses are highly inflammable and produces lot of energy. It is being used in the manufacture of coal briquettes, brick kiln etc., as fuel. It was submitted that since the revision has been dismissed the plea of alternative remedy raised by the learned Standing Counsel has no merits. Be that as it may, we finally heard the matter on merits.

7. Elaborating the argument it was contended on behalf of the petitioner that the molasses in question ceases to be molasses as it is in a solid form. Heavy reliance has been placed on the report of the expert namely of Dr. P.K. Agrawal, Professor of Bio Chemistry, National Sugar Institute, Kanpur in support of the argument that the molasses in iron tank No. 6 of the petitioner's Sugar Mill had been carbonized. It has become dark black, porous spongy, solid mass with burnt sugar smell. Dr. P.K. Agrawal in his report has made the observation that the molasses stored in the molasses tank No. 6 was found to be a solidified, spongy mass of carbonized material. According to him the molasses has reached to this condition due to auto combustion which is spontaneous and once started cannot be prevented to original molasses conditions. This spongy mass shows that the molasses has got self ignited resulting into escape of gases, inflammable and Ors. causing a spongy appearance, vide Annexure-17 to the writ petition.

8. The learned Counsel submitted that the normal molasses means the heavy, dark colour, viscous liquidity in the final stage of manufacturing of sugar by vacuum pan and will not include the molasses which is solidified, spongy mass of carbonized material.

9. The molasses has been defined in Section 2 (d) of the Adhiniyam, 1964, which reads as follows :

""molasses" means the heavy, dark coloured viscous liquid produced in the final stage of manufacture of sugar by vacuum pan, from sugarcane or gur, when the liquid as such or in any form or admixture contains sugar."

10. We have to interpret about the definition of "molasses" to find out its scope and ambit. The learned Standing Counsel laid much emphasis on the words "in any form" occurring in definition of molasses. The interpretative function of the Court is to discover the true legislative intent. It is trite that in interpreting a statute the Court must, if the words are clear, plain, unambiguous and reasonably susceptible to only one meaning, give to the words that meaning, irrespective of the consequences. Those words must be expounded in their natural and ordinary sense. When a language is plain and unambiguous and

admits of only one meaning no question of construction of statute arises, for the Act speaks for itself. Courts are not concerned with the policy involved or that the results are injurious or otherwise, which may follow from giving effect to the language used. If the words used are capable of one construction only then it would not be open to the Courts to adopt any other hypothetical construction on the ground that such construction is more consistent with the alleged object and policy of the Act. In considering whether there is ambiguity, the Court must look at the statute as a whole and consider the appropriateness of the meaning in a particular context avoiding absurdity and inconsistencies or unreasonableness, which may render the statute unconstitutional. See *Nathi Devi v. Radha Devi Gupta*, JT 2005 (1) SC 1.

11. The Supreme Court in the case of *Gurudevdatto VKSSS Maryadit and Others Vs. State of Maharashtra and Others*, has observed as follows with regard to the principle of interpretation of Statute :

"Further we wish to clarify that it is a cardinal principle of interpretation of statute that the words of a statute must be understood in their natural, ordinary or popular sense and construed according to their grammatical meaning, unless such construction leads to some absurdity or unless there is something in the context or in the object of the statute to suggest to the contrary. The golden Rule is that the words of a statute must prima facie be given their ordinary meaning. It is yet another Rule of construction that when the words of the statute are clear, plain and unambiguous, then the Courts are bound to give effect to that meaning, irrespective of the consequences. It is said that the words themselves best declare the intention of the law-giver. The Courts have adhered to the principle that efforts should be made to give meaning to each and every word used by the legislature and it is not a sound principle of construction to brush aside words in a statute as being inapposite surpluses, if they can have a proper application in circumstances conceivable within the contemplation of the statute."

12. The words "in any form" in Section 2 (d) are significant. The word "any" has been interpreted by the Supreme Court in the case *Lucknow Development Authority Vs. M.K. Gupta*, In that case the word "any" came up for interpretation with reference to the definition of "service" under the Consumer Protection Act. It was interpreted very widely in view of the context and subject matter of the statute involved therein. The relevant portion is quoted below :

"The words "any" and "potential" are significant. Both are of wide amplitude. The word "any" dictionary means "one or some or all". In Black's Law Dictionary it is explained thus, word "any" has a diversity of meaning and may be employed to indicate "all" or "every" as well as "same" or "one" and its meaning in a given statute depends upon the context and subject matter of the statute. The use of the word "any" In the context it has been used in Clause (o) indicates that it has been used in wider sense extending from one to all."

13. The above interpretation has been reiterated in *Union of India v. Shri A.V.*

Shaha and Ors., JT 1996 (5) SC 125. In this case also a very wide meaning to word "any" was assigned by the Supreme Court.

14. To appreciate the exact amplitude of words "any form" in Section 2 (d) we must bear in mind the object and purpose of the Act. This, we can get from the long title which reads as follows ;

"An Act to provide in public interest for the control of storage, gradation and price of molasses produced by sugar factories in Uttar Pradesh and the regulation of supply and distribution thereof."

15. If we look into the definition of molasses with the object and purpose of the said Adhiniyam in mind, the Irresistible conclusion would be that the word "any" has been used in the sense of "all" or "every" form of molasses.

16. The words "in any form" are of the wide amplitude and it covers the molasses in liquid form as well as in solid form and will also include molasses, if it can be, in the form of gas. It is not in the dispute that the molasses was initially stored in steel tank No. 6 by the petitioner. The only dispute raised by it is that due to the rise in temperature the said molasses has been burnt and converted into solid state and has "also changed the colour.

17. We are of the opinion that the molasses in any form including solid molasses for whatever reason it has become solid, is molasses within the meaning of Adhiniyam, 1964. The argument that the molasses of steel tank No. 6 ceased to be molasses as it has become solid, has no substance in view of Section 2 (d) of the Adhiniyam and cannot be accepted. In interpreting a provision one cannot assume that the words used by the legislature are redundant. Consequently, some meaning has to be assigned to words "in any form". The interpretation as suggested by the petitioner, if accepted would render the words "in any form" in the definition redundant.

18. An additional argument raised by the learned Standing Counsel deserves to be noticed. The learned Standing Counsel submitted that the petitioner failed to take proper steps and pay attention to the molasses stored in steel tank No. 6 which resulted the conversion of liquid molasses into solid molasses, may be due to chemical reaction. Reliance was placed upon the other part of the impugned Order levying penalty of the petitioner for its negligence for violation of Section 5 of the Adhiniyam. Section 5 of the Adhiniyam provides the occupier's responsibility to take proper steps against the leakage, seepage, overflow or any other accident likely to damage the quality of molasses stored in the factory. By the other part of the impugned Order which is not under challenge, the respondent has levied penalty for the failure of petitioner to take proper steps for preservation of molasses. That part of the Order has attained finality. The petitioner cannot take advantage of his own negligence or wrong. Be that as it may, we are not basing our judgment on this point.

19. On a plain interpretation of Section 2 (d) of the Adhiniyam 1964 we are of

the opinion that the respondent rightly demanded administrative charges from the petitioner for the disposal of molasses in question. There is no merit in the writ petition. The writ petition is dismissed. No Order as to costs.