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CHAPTER

Interpretation of Statutes

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■ OVERVIEW OF THE CHAPTER

- ❑ **Introduction and Relevant terms like** – Statute, Documents, Deed etc.
- ❑ **Interpretation** –
 - Need, Importance and
 - Classification – Two categories based on Legal and Doctrine.
 - Difference between Interpretation and Construction
- ❑ **Primary Rules of Interpretation** - 6 Types like Literal, Reasonable etc.
- ❑ **Secondary Rules of Interpretation** – Effect of Usage and associated words meaning
- ❑ **Aids – Internal and External**
 - **Internal includes** – Title, Preamble, Heading etc. = Total 10 Aids
 - **External includes** – 6 types of External Aids
- ❑ Rules for Deeds and Document's Interpretation

■ INTERPRETATION

- ❑ The **process by which the Courts** seek to **ascertain the meaning of the legislature** through the medium of the authoritative forms in which it is expressed.
- ❑ By which the **real meaning of an Act (or a document)** and
- ❑ The **intention of the legislature** or of the parties executing the document is ascertained.
- ❑ Interpretation is used in order to **resolve any ambiguity in the statute**.
- ❑ **It is the art of finding out the true sense of words** that is to say
- ❑ the sense in which their author (Lawmaker) intended to convey the subject matter.

IMPORTANCE OF INTERPRETATION

An interpretation of the act serves as a bridge between the two.

Process of statute making and its interpretation are two different things and takes place separately by two different agencies

MULTIPLE CHOICE QUESTIONS (MCQ)

1. _____ is the process by which the courts seek to ascertain the meaning of the legislature through the medium of authoritative forms in which it is expressed.
 - (a) Authorisation and Interpretation
 - (b) Analysis and Evaluation
 - (c) **Interpretation or Construction**
 - (d) Appraisal or Construction

■ CLASSIFICATION OF INTERPRETATION

Legal Interpretation: This refers to a statutory or codified rule that legally binds the judge while interpreting the provisions of a law.

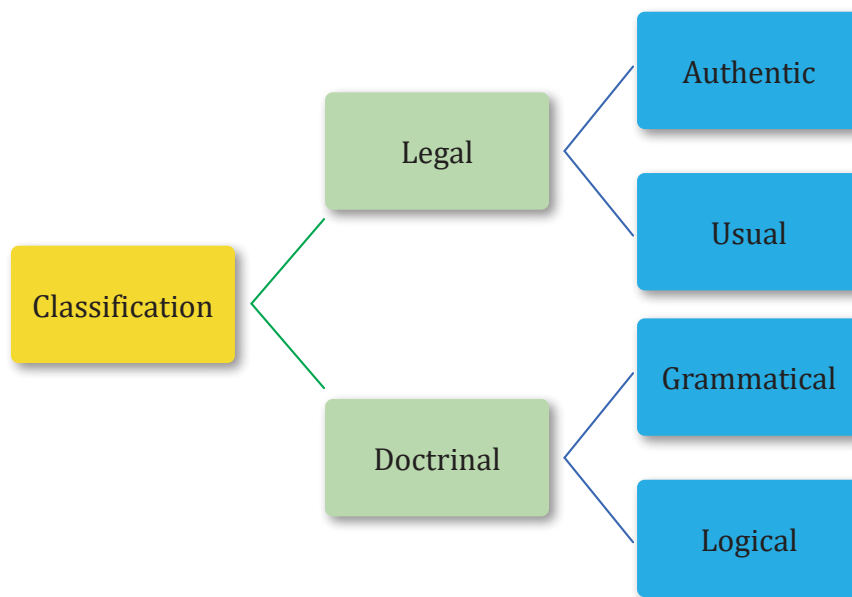
❑ **Authentic Interpretation:** This occurs when the rule of interpretation is **derived directly from the legislature itself**. It is considered binding as it reflects the legislature’s own explanation or clarification of the law.

❑ **Usual Interpretation:** This form of interpretation is developed through **precedents and case laws**. It is commonly adopted by the courts based on **established judicial decisions**.

Doctrinal Interpretation: Doctrinal Interpretation refers to interpretation done **to discover the true and real meaning of a statute**. It does not necessarily rely on a binding rule but on reasoning and analysis.

❑ **Grammatical Interpretation:** This occurs when the court interprets a statute using the ordinary rules of grammar and language, giving words their plain and **literal meaning**

❑ **Logical Interpretation:** Here, the court goes **beyond the literal words** of the statute and attempts to determine the intent or purpose behind the law’s **functional meaning**.



■ INTERPRETATION OF LAWS CAN BE OF 2 TYPES

Literal and Functional

1. Literal Interpretation:

1. Focuses strictly on the words and language of the law.
2. The court’s primary duty is to understand the legislature’s intent through the exact words used, without looking beyond their literal meaning.

2. Functional Interpretation:

1. Goes beyond the literal meaning of the law.
2. Seeks to uncover the true intention of the legislature, even if it means deviating from the exact wording of the law.
3. Balances the “letter” (literal words) and the “spirit” (intended purpose) of the law.

In most cases, courts rely on the **literal interpretation** as the best evidence of legislative intent. However, understanding when to apply each method is crucial for fair interpretation.

Aspect	Interpretation	Construction
Definition	Ascertaining the plain meaning of words and the true sense intended by the author.	Drawing conclusions beyond the direct expression of the words, considering the broader intent.
Focus	Focuses on the exact language used in the text.	Focuses on the intention behind the text when the meaning of words is unclear.
Purpose	To derive the literal and plain meaning of the statute.	To resolve ambiguity and determine the broader application of the text.
Nature	Adheres strictly to the letter of the law .	Explores the spirit and intent of the law , even beyond its literal words.
Legal Basis	Relies on the direct meaning of words.	Relies on context, other provisions, and the overall purpose of the law.
Example Case	State of Madras v. Gannon Dunkerly Co. (AIR 1958) : Legal words are given their precise sense.	Bhagwati Prasad Kedia v. CIT (2001) : Conclusions are drawn beyond the literal expressions.
Relation	Interpretation is a subset of construction.	Construction often involves interpretation but extends beyond it to include a broader analysis.
Outcome	Provides a straightforward application of the statute's words.	Resolves ambiguity to ensure the statute fulfills its intended purpose.

MULTIPLE CHOICE QUESTIONS (MCQ)

- When there is an actual rule of law which binds the judge to place a certain interpretation of the statute, it is called
 - Doctrinal interpretation
 - Legal interpretation**
 - Facultative interpretation
 - Logical interpretation
- When the Court applies only the ordinary 'rules of speech' for finding out the meaning of the words used in the statute, it is called
 - Authentic interpretation
 - Grammatical interpretation**
 - Usual interpretation
 - Logical interpretation

■ WHY DO WE NEED THEM?

□ Ambiguity in Laws:

Laws often contain ambiguities due to the impossibility of drafting them with perfect clarity or foreseeing all contingencies.

□ Denning L.J.'s View:

- Drafting cannot foresee every situation or be free from ambiguity.
- Judges must work to uncover the intention of the legislature using the language of the statute, social conditions, and the problem it seeks to remedy.

Fundamental Rules of Interpretation

1. **Legislative Will:** A statute reflects the legislature's intent and should be interpreted to align with that intent.
2. **Plain and Unambiguous Words:**
 - If the language is clear, the law should be applied in its natural sense.
 - Purpose: To discern express or implied legislative intent.

To summarize:

A.I. THROUGH → EXACT WORDS → TRUE INTENTIONS → BALANCE

- To resolve **Ambiguity**
- To understand the **intention** of the lawmaker
- Primary duty is to understand the legislature's intent through the **exact words** used, without looking beyond their literal meaning.
- Goes beyond the literal meaning of the law to seek the **true intention** of the legislature even if it means deviating from the exact wording of the law.

MULTIPLE CHOICE QUESTIONS (MCQ)

4. **The object of interpretation is:**
 - (a) To find out dictionary meaning of the words and phrase
 - (b) To find out correct translation of the words and phrase
 - (c) **To find out the true intent and spirit of word and phrase**
 - (d) To apply the meaning depending on situation
5. **Which of the following explain the need for interpretation of statutes?**
 - (a) To remove ambiguities in the language of the statutes
 - (b) To understand the intent of the legislature
 - (c) To select the correct intent from multiple interpretations
 - (d) **All of the above**

■ FEW IMPORTANT DEFINITIONS

Statute

- Generally, means the **laws and regulations** of every sort without considering from which source they originate.
- The **written will** of the legislature solemnly expressed according to the forms necessary to constitute it the law of the State.
- Denotes an Act enacted by the legislative authority (e.g. Parliament of India).
- The Constitution uses the term 'Law' and not 'statute'.
- The term 'law' is defined as **including any ordinance, order, bye-law, rule, regulation, notification.**
- In short 'statute' signifies written law in contradiction to unwritten law.

MULTIPLE CHOICE QUESTIONS (MCQ)

6. _____ is defined as the will of legislature conveyed in the form of text.

- (a) Statute
- (b) Document
- (c) Instrument
- (d) Deed

Document

- It's a paper or other material thing giving information, proof or evidence of anything.
- The Law defines 'document' in a more technical form.
- As per Section 3 of the Indian Evidence Act:
 - Any matter** expressed or described **upon any substance**
 - by means of **letters, figures or marks** or
 - intended to be used, or which may be used, for the **purpose of recording that matter.**
 - Examples: BOA, emails etc.
 - It does not include Indian currency notes

Elements of Document - [Ms. Mr]

- Matter:** Its usage with the word "any" shows that the definition of document is comprehensive.
- Record:** Certain mutual or mechanical device employed on the substance. It must be by writing, expression or description.
- Substance:** Mental and intellectual elements.
- Means:** Those can be letters, any figures, marks, symbols which can be used to communicate between two persons.

Instrument

- A **formal legal document** which **creates or confirms a right** or records a fact.
- It is a **formal writing** of any kind such as
- An agreement, deed, charter or record, drawn up and executed in a technical form.
- It also means a formal legal document having **legal effect, either as creating liability or as affording evidence of it.**
- Section 2(14) of the Indian Stamp Act, 1899 states that 'instrument' includes every document by which any right or liability is or purports to be created, transferred, extended, extinguished or recorded.

Deed

- As an **instrument in writing**
- (or other legible representation or words on parchment or paper)
- Purporting to affect some legal disposition.**
- Simply stated deeds are instruments though all instruments may not be deeds.
- However, in India no distinction seems to be made between instruments and deeds.

MULTIPLE CHOICE QUESTIONS (MCQ)

7. _____ means a legal document that is signed and delivered, especially one regarding the ownership of property or legal rights.
(a) Statute
(b) Document
(c) Instrument
(d) Deed
8. _____ includes every document by which any right or liability is or purports to be created, transferred, extended, extinguished or recorded.
(a) Statute (b) Document
(c) Instrument (d) Deed
9. _____ means any matter expressed or described upon any substance by means of letters, figures, or marks, or by more than one of these means, intended to be used, or which may be used, for the purpose of recording that matter.
(a) Statute **(b) Document**
- (c) Instrument **(d) Deed**
10. The general considerations in the interpretation and construction of deeds and documents is/are:
(a) The intention of the parties which manifested at the time when the document was executed.
(b) Understanding as would a reasonable man construe, who has taken care to inform himself of the surrounding circumstances of a deed or a document, and of its scope and intent.
(c) Where there is a conflict between what is said in one part of the document and in another part, read the two parts of the document harmoniously if possible.
(d) All of the above.
11. Which of the following is not one of the four elements of a 'document'
(a) Research (b) Matter
(c) Substance (d) Means

Rules of Interpretation

Primary Rules

1. Rule of Literal Construction
2. Rule of Reasonable Construction
3. Rule of Harmonious Construction
4. Rule of Beneficial Construction
5. Rule of Exceptional Construction
6. Rule of Ejusdem Generis

Secondary Rules

1. Effect of usage
2. Associated Words to be Understood in Common Sense Manner

■ PRIMARY RULES OF INTERPRETATION

Rule of Literal Construction

N.G/P.O

- It is the cardinal and elementary rule of construction
- Words, sentences and phrases of a statute should be read -
 - In their **Ordinary, natural and grammatical (literal) meaning** when they are clear and unambiguous.
 - Hypothetical interpretations are not allowed in such cases.

- Words and phrases of **technical nature** are '**prima facie**' used in their **technical meaning**,
- In their **ordinary popular meaning**
- **Primary Rule:** The court must find the legislature's intent in the words used in the statute itself.
- ❑ **Single Interpretation:** If the words are capable of only one interpretation, courts cannot adopt a hypothetical meaning, even if it seems more consistent with the Act's objectives.
- ❑ **Literal and Grammatical Meaning:**
 - Words must be given their **ordinary and natural meaning**.
 - The language should be interpreted in its grammatical sense.
 - **No Reference to Cases Initially:** The correct approach is to analyse the words directly **without relying on prior case law in the first instance**.
- ❑ **Clear and Unambiguous Language:**
 - **When the language is plain**, it must be interpreted as it is, without extrapolation or adding hypothetical meanings.
 - Courts cannot modify or expand the meaning based on assumed legislative intent.
- ❑ **Duty of the Court:** Interpret words in their **ordinary grammatical sense unless ambiguity or doubt arises**.

<p style="text-align: center;">Absoluta sententia expositore non indiget means PLAIN WORDS REQUIRE NO EXPLANATION. A simple preposition needs no expositor</p>	
Narrow vs Broader	<ul style="list-style-type: none"> ❑ If two interpretations exist (narrow and broad) ❑ the broader interpretation should be adopted ❑ if the narrower fails to fulfil the purpose of the legislation.
Restricted Interpretation Consequences	Narrow interpretation in matters like family interest in contracts would defeat the purpose of the legislation.
Court's Limitation	Courts cannot supply provisions omitted in a statute; doing so would amount to legislation, not interpretation.
Technical Words	<ul style="list-style-type: none"> ❑ Technical words must be understood in their technical sense, ❑ Supreme Court Advocates Act, 1951 where "practice" includes both acting and pleading. ❑ Ashwini Kumar Ghose v. Arabinda Bose AIR 1952 SC 369

Examples for Broader Sense Shall Prevail	Conclusion
<p>Disclosure under Section 102 of the Companies Act, 2013</p> <ul style="list-style-type: none"> <input type="checkbox"/> Directors and managers must disclose all relevant details about their financial or other interests in any business proposal. <input type="checkbox"/> This includes close family connections like parents, siblings, or children in contracts. <input type="checkbox"/> Narrow interpretation would defeat transparency. 	<p>A broad interpretation ensures shareholders have sufficient information to make informed decisions.</p>
<p>Sale of Betel Leaves and Sales Tax</p> <ul style="list-style-type: none"> <input type="checkbox"/> The term “betel leaves” should be understood in its ordinary, popular meaning rather than its technical or botanical sense. <input type="checkbox"/> As a common trade item, it is liable to sales tax. 	<p>Words in statutes should be interpreted in their commonly understood sense unless the context demands otherwise.</p>



Banarasi, Bangla, Kapuri Paan (Betel Leaf)



Leafy Vegetables

**Technical sense and in botanical sense - Both are parts of the plant consumed by humans But
In common parlance or popular meaning - Betel leaves are chewed and not consumed as food**

MULTIPLE CHOICE QUESTIONS (MCQ)

12. _____ is the cardinal rule of construction that words, sentences and phrases of a statute should be read in their ordinary, natural and grammatical meaning so that they may have effect in their widest amplitude. **(1 Mark) (MTP Oct. 22) (MTP Oct. 23)**
- (a) **Rule of Literal Construction**
 - (b) Rule of Harmonious Construction
 - (c) Rule of Beneficial Construction
 - (d) Rule of Exceptional Construction
13. When the law is clear and unambiguous the court shall construe the meaning of a provision based on strict
- (a) **grammatical meaning**
 - (b) logical meaning
 - (c) alternative interpretation
 - (d) hypothetical meaning

14. Which among the following is the cardinal rule of construction of statutes:

- (a) Harmonious Rule of construction
- (b) Beneficial Rule of construction
- (c) **Literal Rule of construction**
- (d) Reasonable Rule of construction

15. In construing statutes, the cardinal rule is to construe its provisions literally and grammatically giving the words their ordinary and natural meaning so that they may have effect in their _____ amplitude.

- (a) **Widest**
- (b) Narrowest
- (c) Original
- (d) Contextual

16. The word 'livestock' is interpreted to mean all domestic animals but will not include 'chicks'. This is application of which rule of interpretation?

- (a) **Rule of Literal Interpretation**
- (b) Rule of Reasonable Construction
- (c) Rule of Beneficial Construction
- (d) Rule of Ejusdem Generis

■ RULE OF REASONABLE CONSTRUCTION

Ut res magis valeat quam pereat It is better to have an effect than to be made VOID Words of a statute must be interpreted to give a sensible & meaningful outcome	
Scope of Interpretation	<ul style="list-style-type: none"> <input type="checkbox"/> Interpretation arises only when words have two possible meanings. <input type="checkbox"/> The meaning that furthers the statute's objective is chosen.
Grammatical Interpretation and Absurdity	<ul style="list-style-type: none"> <input type="checkbox"/> If grammatical interpretation causes absurdity, courts can modify the meaning to avoid it. <input type="checkbox"/> This is known as the Golden Rule of interpretation. <input type="checkbox"/> Modification is allowed only to the extent necessary to avoid absurdity.
Court's Role in Interpretation	<ul style="list-style-type: none"> <input type="checkbox"/> When plain meaning leads to unfair or unreasonable results, <input type="checkbox"/> courts adopt a fair and just construction. <input type="checkbox"/> Courts aim to advance the remedy and suppress mischief without guesswork.
Conclusion	<ul style="list-style-type: none"> <input type="checkbox"/> Courts provide interpretations aligning with the statute's policy and object. <input type="checkbox"/> The goal is to ensure the law remains effective and meaningful.

■ GRAMMATICAL (LITERAL) VS LOGICAL (REASONABLE)

- Normally this is the only approach that should be appointed by the court
- Court can't add or modify a word in the statute.
- Clear words need no explanation (*absoluta sententia gxrqgitore non indiqet*)

However when:

- 2 - Two meanings are possible
- A - Meaning is Absurdity
- A - Meaning is Ambiguity

- ❑ **U** - Meaning is Unreasonable then
- ❑ **SM** - Then Sensible & Meaningful
- ❑ **TIP** - To find the True intentions/purpose

When to Use Logical Interpretation

1. If grammatical interpretation leads to **absurd outcomes**, logical interpretation ensures the law fulfills its purpose.
2. **Conflicting Constructions:** Between a strict grammatical approach and one that aligns with the Act's purpose, **the latter is preferred** (Arora v. State of UP)

MULTIPLE CHOICE QUESTIONS (MCQ)

- 17.** _____ interpretation concerns itself with “what the law says” and interpretation, seeks to ascertain “what the law means”.
- (a) **Grammatical, Logical**
 (b) Legal, usual
 (c) Usual, legal
 (d) Logical, grammatical
- 18.** The words of a statute must be construed so as to lead to a sensible meaning. This is laid down by Rule of
- (a) **Reasonable construction**
 (b) Harmonious construction
 (c) Exceptional construction
 (d) Beneficial construction
- 19.** Choose the correct meaning of the term “*ut res magis valeat quam pareat*” from among the following:
- (a) **Words of statute must be construed so as to lead to a sensible meaning.**
 (b) Statutes should be construed grammatically.
 (c) Notwithstanding anything contained.
 (d) When two or more words that are susceptible of analogous meaning, are coupled together they are understood to be used in their cognate sense
- 20.** The phrase and sentences are to be construed according to the rules of grammar except:
- (a) Where the words in the enactment are logically defective on account of ambiguity, inconsistency or incompleteness.
 (b) Where the text leads to a result which is so unreasonable that it is self-evident that the legislature could not mean what it says.
 (c) **Both (a) and (b)**
 (d) None of the above
- 21.** If there are two possible constructions of a clause—one a mere mechanical and literal construction and another contextual which emerges from the setting in which the clause appears and the circumstances in which it came to be enacted and also from the words used therein, the courts may prefer:
- (a) Literal construction
 (b) **Contextual construction**
 (c) Depends on the facts of the case
 (d) Depends on the interpretation taken by foreign cases
- 22.** Rule of Reasonable Construction is based on the maxim:
- (a) *Absoluta sententia expositio non indiget*
 (b) ***Ut res magis valeat quam pareat***
 (c) *Quo facit per alium facit per se*
 (d) *Contemporanea exposition*
- 23.** The maxim “*ut res magis valeat quam pareat*” means:
- (a) No explanation is required when you have plain words capable of only one interpretation.
 (b) **It is better for a thing to have effect than to be made void.**

- (c) When a choice has to be made between two interpretations, the wider one should be adopted.
- (d) The word used by legislature can be expanded to fill in gaps or omissions

24. On a question before the court whether a transaction is *intra vires* the objects of a company, the company counsel argues that the transaction is question is covered under the general clause of the Memorandum of Association to 'do other incidental things'. Applying the rules of interpretation, how would you decide?

- (a) According to Rule of Literal Interpretation, the claim of company is valid.

(b) According to Rule of Reasonable construction, any object not expressly provided cannot be found by reference to the general clause.

- (c) According to Rule of Harmonious construction, the different object clauses of Memorandum should be read together as a whole and therefore any object not expressly provided can be covered under the general clause.
- (d) According to Heydon's Rule the purpose of Memorandum is to allow all kinds of object.

■ RULE OF HARMONIOUS CONSTRUCTION

1. Harmony with the Object of the Statute

- **Meaning:** Expressions in a statute or deed must be understood in a way that aligns with the object or purpose of the statute.
- **Conflict:** When two provisions or a provision and the statute's object are in conflict, this rule helps resolve it.
- **Example:** If a word has both a technical and a popular meaning, the court will choose the meaning that fulfils the object of the statute.

Case: New India Sugar Mills Ltd. v. Commissioner, Sales Tax

2. Avoiding Conflict between Provisions

- If a conflict between two provisions can be avoided, the court must interpret them to maintain harmony.
- **Statute as a Whole:** The statute must be read in its entirety to ensure consistency.

3. When Conflict cannot be Avoided: If it is impossible to harmonize two provisions:

- One provision may be treated as an **exception or a specific rule**.
- *Generalia Specialibus Non Derogant* - **A specific rule overrides a general rule**
- *Latest law shall prevail over the older law.*

4. When Harmony cannot be Applied

- **Real Conflict:** The rule applies only if there is a real conflict, **not an apparent one**.
- **Natural Meaning:** If the words of the statute clearly convey one meaning, **that natural meaning will prevail**.
- **No Interpretation Based on Equity:** The court must not reinterpret based on fairness or **attempt harmony where words are clear**.

Term/Clause	Meaning	Effect
Subject to	When a provision is subservient to another, the latter prevails in case of conflict.	The clause using “subject to” is dependent on or limited by another provision.
Notwithstanding	A non-obstante clause that overrides other provisions or enactments mentioned.	The clause prevails over any conflicting provisions .

Without prejudice	When specific provisions operate in addition to (Parallel) general provisions, without overriding, affecting, harming them. They co-exist.	Particular provisions do not restrict or reduce the effect of general provisions.
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Example: Subject to

Example : Section 13(2) of the Companies Act, 2013, “Any change in the name of a company shall be subject to the provisions of sub-sections (2) and (3) of section 4 and shall not have effect except with the approval of the Central Government in writing.”

Without prejudice

Example: Section 4(3) of the Companies Act, 2013, “Without prejudice to the provisions of sub-section (2), a company shall not be registered with a name which contains.”

This implies that while registering (and deciding) the name of the company [as per section 4(3)], provisions of section 4(2) shall also be operative.

Types of Clauses	Effect	Example
Notwithstanding anything contained in another section/sub-section of the same statute	Overrides specific section(s) or sub-sections within the same statute.	Section 42(11) of the Companies Act, 2013 Notwithstanding anything contained in sub-section (9) and sub-section (10): Private placement issue not made in compliance with sub-section (2) will be deemed a public offer despite sub-sections (9) and (10).
Notwithstanding anything contained in a statute	Overrides the entire statute or enactment.	Section 8(8) of the Companies Act, 2013: amalgamated with another company registered under this section and having similar objects, then, notwithstanding anything to the contrary contained in this Act , Central Government to order amalgamation despite anything in the Act.

<p>Notwithstanding anything contained in specific section(s) or provisions of another statute</p>	<p>Prevails over specific sections of another enactment.</p>	<p>Section 463 of the Companies Act, 2013 — “Notwithstanding anything contained in any other law for the time being in force...” → Power of court to grant relief in certain cases of honestly and reasonably. meaning even if another law (like IPC or CrPC) prescribes punishment, the Companies Act allows the court to relax it if the person acted honestly.</p>
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<p>Notwithstanding anything contained in any other law for the time being in force</p>	<p>Overrides all other laws currently in force.</p>	<p>Section 118(10) → “Notwithstanding anything contained in any other law for the time being in force, Every company shall observe secretarial standards with respect to general and Board meetings specified by ICSI.</p>
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25. When there is a conflict between two or more statutes or two or more parts of a statute then which rule is applicable: (1 Mark) (MTP Oct. 23)

- (a) Welfare construction
- (b) Strict construction
- (c) Harmonious construction**
- (d) Mischief Rule

26. Which rule of construction is applicable where there is a real and not merely apparent conflict between the provisions of an Act, and one of them has not been made subject to the other-

- (a) Rule of Beneficial Construction
- (b) Rule of Literal Construction
- (c) Rule of Harmonious Construction**
- (d) Rule of Exceptional Construction

27. If it is impossible to avoid inconsistency between two provisions of an Act, then

- (a) Provision enacted earlier in point of time must prevail
- (b) Provision enacted later in point of time must prevail**
- (c) Both provisions will become repugnant
- (d) Provisions enacted later in Act will prevail even though it enacted earlier in point of time

28. A clause that begins with the words Notwithstanding anything contained is called:

- (a) An obstacle clause
- (b) A non-obstante clause**
- (c) An objectionable clause
- (d) A superior clause

29. If there is inconsistency in two provisions of the Act enacted at different points of time, as per Rule of Harmonious Construction which one should prevail?

- (a) Both the provisions should be applied by removing the inconsistency through insertion/deletion of words therein.
- (b) The provision enacted earliest in point of time must prevail.
- (c) The provision enacted later in point of time must prevail.**
- (d) Both the provisions should be discarded.

■ THE RULE IN HEYDON'S CASE OR MISCHIEF RULE

- ❑ Where the language used in a statute is capable of more than one interpretation
- ❑ The rule then directs that the courts must adopt that construction which shall –
- ❑ **Suppress the mischief and advance the remedy.**
- ❑ The Rule in Heydon's case is applicable only –
 - *When the words used are **ambiguous** and*
 - *Are **reasonably capable of more than one meaning***
- ❑ So, if the words are capable of bearing **only one construction**, the Heydon's rule ceases & gives way to the plain meaning rule
- ❑ The rule which is also known as '**purposive construction**' or **mischief rule**,
- ❑ Enables consideration of **four matters** in construing an Act –
 1. What was the **law before** the making of the Act?
 2. What was the **mischief or defect** for which the law did not provide?
 3. What is the **remedy that the Act has provided**; and
 4. What is the **reason for the remedy**?

Example/Case	Statute	Issue	Court's Decision
RMD Chamar-baugwalla v. Union of India	Section 2(d) of the Prize Competition Act, 1955	Does the Act apply to competitions involving substantial skill?	The Act applies only to competitions where success does not depend on substantial skill .
Reasoning	Historical context and mischief	The Act aims to regulate competitions that are more in the nature of gambling and not skill-based.	The Court referred to previous laws and the mischief to conclude the Act's scope.

■ THE RULE OF BENEFICIAL CONSTRUCTION

- ❑ **Meaning**
 - It is not strictly a rule but a **method of interpretation**.
 - The provision is interpreted **liberally** to give effect to the **declared intention** of the legislation.
- ❑ **When is it Applied?**
 - **Purpose:** To improve the conditions of **underprivileged or unfairly treated** classes of people.
 - **Extended Meaning:** Courts may provide a **broader interpretation** of words or clauses to fulfil the legislation's intention.
- ❑ **Conditions for Application**
 - **The rule applies only when:**

- **Two constructions** of the provision are **reasonably possible**.
- The words in the statute are not unequivocal (**Not equal**).
- If the words are **clear and specific**, **this rule cannot be applied**.
- ❑ **Conclusion:** Beneficial construction **favors a liberal approach** to ensure the statute achieves its social or welfare-based objectives.

Aspects	Details
Case Name	Alembic Chemical Works Co. Ltd. v. Workmen
Law Involved	Law related to worker compensation
Issue	Whether temporary workers are covered under the law
Rule Applied	Rule of Beneficial Construction
Purpose of the Law	To protect the interests of workers
Court's Interpretation	The law should be liberally interpreted to include temporary workers
Judgment	Temporary workers were included for compensation
Outcome	The law achieved its intended benefit for all workers

30. A method of interpretation which brings into effect provisions for improving the conditions of certain classes of people who are under privileged or who have not been treated fairly in the past. (RTP Nov 23)

- (a) Rule of Literal Construction
- (b) Rule of Harmonious Construction
- (c) Rule of Beneficial Construction**
- (d) Rule of Exceptional Construction

■ THE RULE OF EXCEPTIONAL CONSTRUCTION

- ❑ The rule of exceptional construction stands for the elimination of statutes and words in a statute which defeat the real objective of the statute or make no sense.
- ❑ It also stands for construction of words 'and', 'or', 'may', 'shall' & 'must'
- ❑ This rule has several aspects, viz.:
 1. **The Common Sense Rule**
 2. **Conjunctive and Disjunctive Words - Or & And**
 3. **May, Must and Shall**

■ THE COMMON SENSE RULE

- ❑ Despite the **general rule** that -
- ❑ **Full effect** must be given to **every word**, if -
 - **No sensible meaning** can be fixed to a word or phrase, or

- if it would **defeat the real object** of the enactment,
- **it should be eliminated.**
- The words of a statute must be so construed as to give
- **a sensible meaning to them, if at all possible.**
- They ought to be construed based on
- **‘utres magis valeat quam pereat’** meaning thereby that
- it is better for a thing to have effect than to be made void.

■ **CONJUNCTIVE AND DISJUNCTIVE WORDS ‘OR’ ‘AND’**

- The word **‘or’** is normally disjunctive & **‘and’** is normally conjunctive.
- However, at times they are read as **vice versa** to give effect to **the manifest intention of the legislature** as disclosed from the context.
- **Where the literal reading** of the words produces an **unintelligible or absurd result.**
- In such a case **‘and’ = ‘or’** and **‘or’ = ‘and’** **even though** the result of so modifying the words is less **favourable** to the subject,
- **provided that the intention of the legislature is otherwise quite clear**

■ **USAGE OR INTERPRETATION OF THE WORDS – MAY, MUST AND SHALL**

May	Shall
Directory	Mandatory
When acting authority is vested with discretion, choice or judgement.	When contemplated action needs to be taken without any choice or option
Sufficient if substantially complied with	Has to be Strictly Observed
Technical conditions	Substantive conditions
If lapse – Can be condoned	Cannot be condoned
Would not invalidate the Act	It will invalidate the Act
Based on discretion	Penalty, prohibitions etc.

■ **WHEN THE WORD “MAY” WILL BE INTERPRETATED AS “SHALL” AND VICE VERSA**

Word Used in Statute	Ordinary Meaning	Can Be Read As	When This Happens (Context, Circumstances & Intention)	Example
MAY	Normally permissive and gives choice or discretion.	SHALL (Compulsory / Mandatory)	<ul style="list-style-type: none"> □ When the provision lays down a requisite condition that must be followed. □ When the power is conferred to discharge a public duty. 	A law says the Registrar may issue a certificate of incorporation after all

			<input type="checkbox"/> When a discretion is coupled with an obligation, i.e. power with duty. <input type="checkbox"/> When legislative intent shows that compliance is essential.	documents are verified though “may” is used, he must do so once conditions are met → public duty ⇒ “may” = “shall”.
SHALL	Normally mandatory and must be obeyed strictly.	MAY (Directory/ Optional)	<input type="checkbox"/> When strict compliance is not essential to achieve the object of the Act. <input type="checkbox"/> When non-compliance causes no serious consequence. <input type="checkbox"/> When the word is used in a procedural or formality context rather than for a substantive right	A company shall file a resolution within 30 days. but if it’s filed on the 32nd day and accepted by ROC, the delay doesn’t invalidate the act. Hence, “shall” = directory here.

MULTIPLE CHOICE QUESTIONS (MCQ)

- 31.** As per Rule of an Educational Institute, every student may come on weekends for extra classes but every student shall appear on a weekly test conducted in the institute, which means–
- (a) **Attending weekend classes is optional but appearing in weekly test is compulsory**
- (b) Attending weekend classes is compulsory but appearing in weekly test is optional
- (c) Attending weekend classes and appearing in weekly test, both are compulsory for students
- (d) Attending weekend classes and appearing in weekly test, both are optional for students
- 32.** The word ‘shall’ is used to raise a presumption of
- (a) Something which is not mandatory
- (b) **Something which is mandatory**
- (c) Something which is not done in future
- (d) Something which is done in future
- 33.** Which of the following statements is/are true with reference to rule of exceptional construction:
- (a) The conjunctive word ‘and’ and disjunctive word ‘or’ can be read as vice versa.
- (b) The mandatory word ‘shall’ and directory word ‘may’ can be read as vice versa.
- (c) **Both (a) and (b)**
- (d) None of the above
- 34.** Which of the following statements is/are true with reference to rule of exceptional construction:
- (a) **Whether a provision is mandatory or directory depends on the substance and not merely the form.**
- (b) The expression ‘shall’ and ‘may should be construed literally and cannot be interpreted vice versa’.
- (c) If there is inconsistency, it is better for a thing to be void than have effect.
- (d) The word ‘may’ is always used as a matter of pure conventional courtesy and never intend a mandatory force.
- 35.** The word ‘may’ should be interpreted to convey a mandatory force:

- (a) Where it involves a discretion coupled with an obligation
- (b) Where it confers a positive benefit to the general class of subjects
- (c) Where giving the word a directory significance would defeat the very object of the Act
- (d) **All of the above**

■ RULE OF EJUSDEM GENERIS

Rule of Eiusdem Generis: Means 'of the same kind or species'

- ❑ **General words following specific words are to be construed with reference to the words that precede them.**
- ❑ Those general words are to be taken as applying to things of the same kind as the specific words previously mentioned,
- ❑ **Unless** there is something to show that a **wider sense was intended**.
- ❑ Thus, it means that where specific words are used and after those specific words, some general words are used,
- ❑ **the general words would take their colour from the specific words used earlier.**
- ❑ We must note, however, that the general principle of 'ejusdem generis' **applies only**:
 1. Statute contains an **enumeration of specific words**
 2. The subjects of enumeration constitute a **class or category**
 3. That class or category is **not exhausted** by the **enumeration**
 4. The general terms follow enumeration, and
 5. There is **no indication of a different legislative intent**

NOT APPLICABLE:

1. If the particular words used exhaust the whole genus (category) then general word will cover larger genus
2. Where all the specific words are not of the same nature.

Courts have a discretion whether to apply the 'ejusdem generis' doctrine in particular case or not.

MULTIPLE CHOICE QUESTIONS (MCQ)

- 36.** If the _____ used in a statute make it clear that a _____ sense is intended, the rule of Eiusdem Generis shall not apply.
- (a) Specific words, narrow
 - (b) Specific words, wider**
 - (c) General words, narrow
 - (d) General words, wider
- 37.** In various rules of interpretation, what is the meaning of "Eiusdem Generis"
- (a) Of the same kind or species**
 - (b) To do purposive construction
 - (c) Known by its associates
 - (d) Of the different kind or species
- 38.** Rule of Eiusdem Generis means:
- (a) General words following specific words will be construed as being limited to persons or things of the same general kind or class as those enumerated by the specific words.**
 - (b) General words coming before specific words will be construed as being limited to persons or things of the same general

kind or class as those enumerated by the specific words.

(c) Both (a) and (b)

(d) None of the above

39. An Act permits keeping of dogs, cats, cows, buffaloes and other animals. Applying the rule of Ejusdem Generis, the expression 'other animals' would:

(a) Include all kind of wild and domesticated animals

(b) Include only wild animals

(c) Include only domesticated animals

(d) Include all kind of wild and domesticated animals depending on the facts of the case

■ SECONDARY RULES OF INTERPRETATION

Associated Words to be Understood in Common-Sense Manner

When two words or expressions are coupled together one of which generally excludes the other, obviously the more general term is used in a meaning excluding the specific one.

Concept of 'Noscitur A Sociis' ('it is known by its associates')

The meaning of a word is to be judged by the company it keeps

When two or more words which are capable of analogous (similar or parallel) meaning are coupled together,

They are to be understood in their **cognate sense** (i.e. **akin in origin, nature or quality**).

They take, as it were, their colour from each other, i.e.

the more general is restricted to a sense analogous to the less general.

It is a rule wider than the rule of ejusdem generis, rather ejusdem generis is only an application of the noscitur a sociis.

It must be borne in mind that noscitur a sociis, is merely a rule of construction and

it cannot prevail in cases where it is clear that the wider words have been deliberately used in order to make the scope of the defined word correspondingly wider **Examples with case laws: (For reference)**

1. Fresh orange juice is not a fruit juice. (Commissioners, v. Savoy Hotel, (1966)2 All. E.R. 299)

While dealing with a Purchase Tax Act, which used the expression "manufactured beverages including fruit-juices and bottled waters and syrups".

It was held that the description 'fruit juices' as occurring therein should be construed in the context of the preceding words and that orange-juice unsweetened and freshly pressed was not within the description.

2. Private Dispensary of a doctor is not a commercial establishment (Dr. Devendra M. Surti v. State of Gujrat, A.I.R. 1969 SC 63)

In dealing with the definition of commercial establishment in Section 2 (4) of the Bombay Shops and Establishments Act, 1948, which reads, "commercial establishment means an establishment which carries on any business, trade or profession", the word 'profession' was construed with the associated words 'business' and 'trade' and it was held that a private dispensary of a doctor was not within the definition.

MULTIPLE CHOICE QUESTIONS (MCQ)

40. Associated words should be understood in common sense manner. This is laid down
- (a) Rule of Eiusdem Generis
 - (b) Rule of Exceptional Construction
 - (c) Noscitur a Sociis**
 - (d) Rule of Harmonious Construction
41. _____ means that when two or more words that are susceptible of analogous meaning, are coupled together they are understood to be used in their cognate sense.
- (a) Noscitur a Sociis**
 - (b) Contemporanea Expositio
 - (c) prima facie
 - (d) Absoluta sententia expositore non indiget
42. The maxim 'Optima legum interpretis est consuetudo' means:
- (a) The best interpreter of laws is the Constitution
 - (b) The best interpreter of laws is the Customs**
 - (c) The best interpreter of laws is the Context
 - (d) The best interpreter of laws is the Case laws
43. The maxim 'Contemporanea expositio est optima et fortissima in lege' means:
- (a) The best way to construe a document is to read it as it would have been read when made.**
 - (b) The best way to construe a document is to read literally.
 - (c) The best way to construe a document is to read it as a whole.
 - (d) The best way to construe a document is to read it as required.
44. The maxim Noscitur a Sociis' means:
- (a) Two or more words in a list within a statute should be read as unrelated to each other.
 - (b) Two or more words used in a statute restrict each other.
 - (c) Two or more words susceptible of dissimilar meaning coupled together, they are understood to be used in their cognate sense.
 - (d) Two or more words susceptible of analogous meaning coupled together, they are understood to be used in their cognate sense.**
45. Applying the rule 'Noscitur a Sociis', in the list 'cosmetics, perfumery and toilet goods excluding toothpaste, tooth powder kumkum and soap', the word 'perfumery' can include:
- (a) Aerosol perfume sprays and body deodorants**
 - (b) Dhoop and Agarbatti
 - (c) Both (a) and (b)
 - (d) None of the above
46. _____ means that when two or more words that are susceptible of analogous meaning, are coupled together they are understood to be used in their cognate sense. **(1 Mark) (MTP Oct. 23)**
- (a) Noscitur a Sociis**
 - (b) Contemporanea Expositio
 - (c) prima facie
 - (d) absoluta sententia expositore non indigent

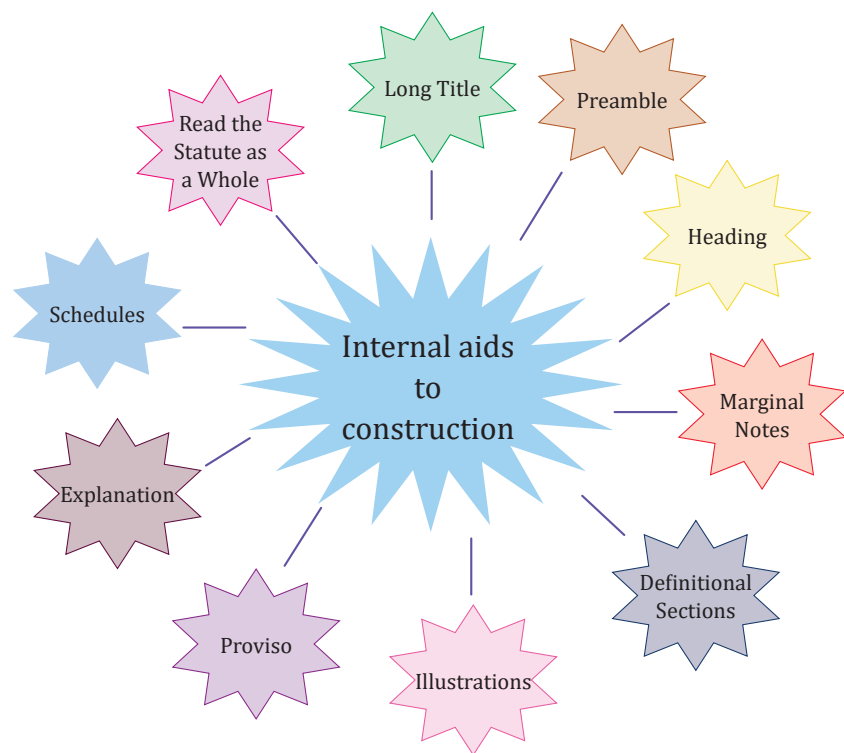
INTERNAL AIDS TO INTERPRETATION

Every enactment has its Title, Preamble, Heading, Marginal Notes, Definitional Sections/Clauses, Illustrations etc. They are known as internal aids to construction'.

Types:

- Long Title
- Preamble

- Heading and Title of a Chapter
- Marginal Notes
- Definitional Sections/Interpretation Clauses
- Illustrations
- Proviso
- Explanation
- Schedules
- Read the Statute as a Whole



Long Title

An enactment would have what is known as a 'Short Title' and also a 'Long Title'.

'Short Title' merely identifies the enactment & is chosen merely for convenience,

'Long Title' describes the enactment and does not merely identify it.

It is now settled that the Long Title of an Act is a part of the Act. We can, therefore, refer to it to ascertain the object, scope and purpose of the Act and so is admissible as an aid to its construction. Although it cannot override the clear meaning of the enactment. [Aswini kumar Ghose v. Arabinda Bose, AIR 1952 SC]

MULTIPLE CHOICE QUESTIONS (MCQ)

47. _____ expresses the scope and object of the Act more comprehensively than the _____.
 (a) Preamble, Short title
 (b) Short title, Long title
 (c) Long title, Preamble
 (d) **Preamble, Long title**
48. For interpretation of statute, the following being integral part of the statute can be used as an aid to its construction:
 (a) Short title
 (b) **Long title**
 (c) Both (a) and (b)
 (d) None of the above

Preamble

- It expresses the **scope, object and purpose** of the Act **more comprehensively** than the Long Title.
- The Preamble may recite the **ground** and the **cause** of making a statute and **the evil** which is sought to be remedied by it.

In short,

- When wording gives **rise to doubts** or where the words or phrase has **more than one meaning**,
- Discloses the primary intention**
- But only when the language of the statute is **not clear**.
 - It does not **over-ride** the plain provision of the Act

MULTIPLE CHOICE QUESTIONS (MCQ)

49. The Preamble is most important in any legislation, it: **(1 Mark) (MTP Oct. 23)**
- (a) Provides definitions in the Act.
 - (b) Expresses scope, object and purpose of the Act.**
 - (c) Provides explanation of all the sections of the entire Act.
 - (d) Provides side notes often found at the side of a section.
50. An aid that expresses the scope, object and purpose of the Act:
- (a) Title of the Act
 - (b) Heading of the chapter
 - (c) Preamble**
 - (d) Definitional sections
51. Which of the following statement is/are correct with reference to aids to construction of statutes:
- (a) In case of any ambiguity or uncertainty, the preamble can be used by the courts to interpret any provision of that statute.**
 - (b) The court can resort to preamble when the language of the statute is clear and unambiguous.
 - (c) In case of conflict between Preamble and
- a Section, the section would succumb and preamble shall prevail.
- (d) All of the above.
52. The preamble of the Hindu Marriage Act, 1955 reads, 'An Act to amend and codify the law relating to marriage among Hindus'. Section 5 of the Act reads, 'A marriage may be solemnized between any two Hindus....'. A marriage was solemnised between a Christian male and a Hindu female. With regard to Hindu Marriage Act, decide whether this marriage is valid or not?
- (a) The word 'may' in Section 5 gives an option and therefore both parties to the marriage need not be Hindus. Hence, the marriage is valid.
 - (b) The preamble of the Act clearly gives the intention of legislature i.e. the statute is about marriage of Hindus. Therefore, marriage between non-Hindus is void under this Act.**
 - (c) On a harmonious reading of the preamble and the provision, the marriage between non-Hindus is valid.
 - (d) The court will decide on more facts of the case.

■ HEADING AND TITLE OF A CHAPTER

Heading cannot override a Section

Sections are grouped together in the form of Chapters, prefixed by Heading and/or Titles.

1. It is to be regarded as giving the key to the interpretation of the clauses ranged under it and might be treated as '**preambles to the provisions following it**'.
2. **It can only be taken when the enacting words are ambiguous.** So, they may be referred to as to construction of doubtful expressions
3. **The heading to one group of sections can't be used to interpret another group of sections.**
4. It may be noted that headings may sometimes be referred to know the scope of a section in the same way as the preamble

■ MARGINAL NOTES

Based on many Case Laws

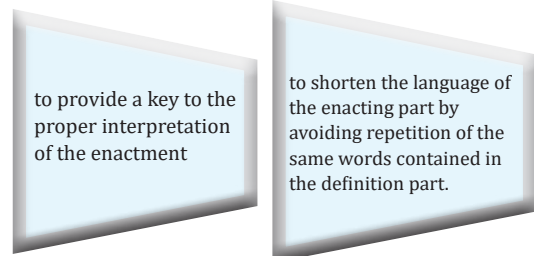
- ❑ **Marginal Notes appended to a Section cannot be used for construing.**
- ❑ Marginal notes in an Indian statute, as in an Act, of Parliament **cannot be referred to for the purpose of construing the statute.**
- ❑ **Marginal notes are summaries and side notes** often found at the side of a section or group of sections in an Act
- ❑ **They are not a part of the enactment, for they were not present when the Act was passed in Parliament but inserted after the Act has been so passed**
- ❑ **Note:** However, marginal notes appended to Articles of the Constitution have been held to be part of the Constitution as passed by the Constituent Assembly and therefore have been used in construing the Articles.

■ DEFINITIONAL SECTIONS/INTERPRETATION CLAUSES

- ❑ **The legislature has the power to embody in a statute itself the definitions of its language** and it is quite common to find in the statutes 'definitions' of certain words and expressions used in the body of the statute.
- ❑ When a word or phrase is defined a particular meaning in the enactment, **it is that meaning alone which must be given to it in interpreting a Section of the Act**
- ❑ **Unless there be anything repugnant in the context.**
- ❑ **The Court cannot ignore the statutory definition** and try and extract what it considers to be the true meaning.

The purpose of a definition clause is two-fold:

1. To provide a key to the proper interpretation of the enactment, and
2. To shorten the language of the enacting part by avoiding repetition of the same words contained in the definition part every time the legislature wants to refer to the expressions contained in the definition.



■ CONSTRUCTION OF DEFINITIONS MAY UNDERSTOOD UNDER THE FOLLOWING HEADINGS

- ❑ Restrictive and extensive definitions
- ❑ Ambiguous definitions
- ❑ Definitions subject to a contrary context

1. Restrictive and extensive definitions:

The definition of a word or expression in the definition section may either be restricting of its ordinary meaning or may be extensive of the same.

- ❑ 'Mean' = Restrictive and Exhaustive = restrict the meaning of the word to that given in the definition section.
- ❑ 'Include' = Extensive means here the word defined is not restricted to the meaning assigned to it.
- ❑ 'Means and includes' = Definition would be exhaustive.
- ❑ 'to apply to and include' = Definition is understood as extensive.

Example: Inclusive definition of lease given under section 2(16)(c) of the Stamp Act, 1899 has been widely construed to cover transaction for the purpose of Stamp Act which may not amount to a lease under section 105 of the Transfer of property Act, 1882. [State of Uttarakhand v. Harpal Singh Rawat, (2011) 4 SCC 575]

Section 2(m) of the Consumer Protection Act, 1986 contains an inclusive definition of 'person'. It has been held to include a 'company' although it is not specifically named therein [Karnataka Power Transmission Corporation v. Ashok Iron Works Pvt. Ltd., (2009)3 SCC 240]

A definition section may also be worded as 'is deemed to include' which again is an inclusive or extensive definition as such words are used to bring in by a legal fiction something within the word defined which according to its ordinary meaning is not included within it.

Example: If A is deemed to be B, compliance with A is in law compliance with B and contravention of A is in law contravention of B.

2. Ambiguous definitions:

- Sometime we may find that the definition section may itself be ambiguous, and so it may have to be interpreted in the light of the other provisions of the Act.
- Such types of definition is not to be read in isolation. It must be read in the context of the phrase which it defines,
- realising that the function of a definition is to give accuracy and certainty to a word or phrase which would otherwise be vague and uncertain but not to contradict it or depose it altogether.

Example: Termination of service of a seasonal worker after the work was over does not amount to retrenchment as per the Industrial Disputes Act, 1947. [Anil Bapurao Karase v. Krishna Sahkari Sakhar Karkhana, AIR 1997 SC 2698]. But the termination of employment of a daily wager who is engaged in a project, on completion of the project will amount to retrenchment if the worker had not been told when employed that his employment will end on completion of the project. [S.M. Nilajkar v Telecom District Manager Karnataka, (2003)4 SCC].

3. Definitions subject to a contrary context:

When a word is defined to bear a number of inclusive meanings, the sense in which the word is used in a particular provision must be ascertained from the context of

- the scheme of the Act,
- the language of the provision and
- the object intended to be served thereby.

MULTIPLE CHOICE QUESTIONS (MCQ)

53. When a definition uses the words 'means and includes' it means that the definition is

- (a) inclusive
- (b) exhaustive

- (c) inclusive as well as exhaustive
 (d) at times inclusive and at times exhaustive
54. When word 'include' is used to define any term, the definition is called
 (a) Prima facie restrictive and exhaustive
(b) Prima facie extensive
 (c) Both exhaustive and extensive
 (d) Neither exhaustive nor extensive
55. Which of the following will override if there is conflict in interpretation of any point in Preamble and plain provision given in any statutory Act as per the General Clauses Act, 1897?
 (a) Preamble will override the plain provision of the Act
(b) The plain provision of the Act will override the Preamble
 (c) The court will decide which of the above two will override
 (d) Provide summary of the entire Act
56. _____ expresses the scope, object and purpose of the Act
- (a) Preamble
 (b) Marginal Notes
 (c) Proviso
 (d) Usage
57. Section 2(16) of the Indian Stamp Act, 1899 defines 'Lease' as 'Lease means a lease of immovable property, and includes This is:
 (a) Restrictive and exhaustive definition
(b) Extensive and inclusive definition
 (c) Ambiguous definition
 (d) Contextual definition
58. Section 2(2) of the Companies Act, 2013 defines 'Company' as 'Company means a company incorporated under this Act or under any previous company law'. This is:
(a) Restrictive and exhaustive definition
 (b) Extensive and inclusive definition
 (c) Ambiguous definition
 (d) Contextual definition

■ ILLUSTRATIONS

- Many, though not all, sections have illustrations appended to them.
- Illustrations follow the text of the Sections and, therefore,
- Do not form a part of the Sections.
- Illustrations do form a part of the statute and are considered
- To be of relevance and value in construing the text of the sections.
- Cannot modify the language of the section and can neither curtail nor expand the ambit of the section.

Example: In holding that section 73 of the Indian Contract Act, 1872 does not permit the award of interest as damages for mere detention of debt, the privy Council rejected the argument that illustration given in the Act can be used for arriving at a contrary result. It was observed that nor can an illustration have the effect of modifying the language of the section which alone forms the enactment.

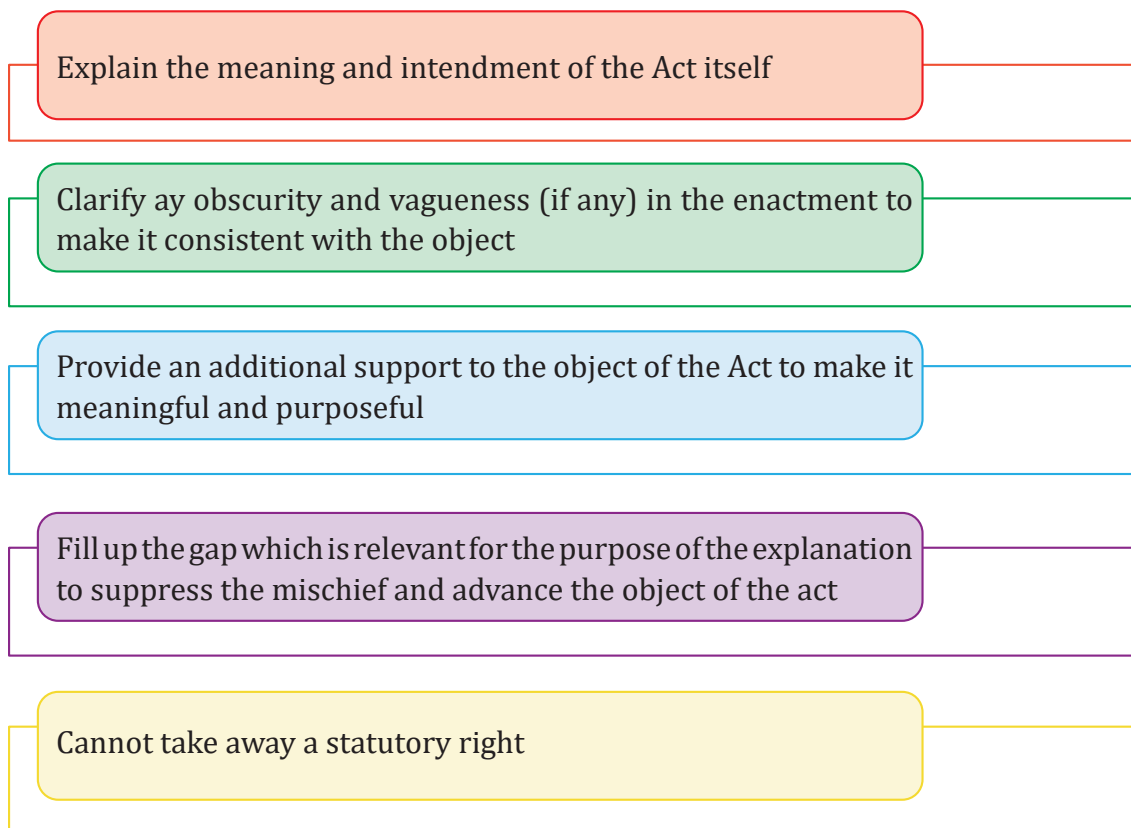
■ PROVISO

- The normal function of a proviso is to except something out of the enactment or to qualify something stated in the enactment which would be within its purview if the proviso were not there.

- ❑ Ordinarily a proviso is not interpreted as stating a general rule.
- ❑ It is a cardinal rule of interpretation that a **proviso to a particular provision** of a statute only **embraces the field which is covered by the main provision**.
- ❑ It **carves out an exception to the main provision** to which it has been enacted as a proviso and to no other.

Exceptions	Proviso	Saving clause
It is intended to restrain the enacting clause to particular cases	Proviso is used to remove special cases from general enactment and provide for them specially	Saving clause is used to preserve from destruction certain rights, remedies or privileges already existing.

Object of an Explanation



- ❑ **Explain the meaning** and intendment of the Act itself.
- ❑ **Clarify and obscurity and vagueness (if any)** in the main enactment to make it consistent with the object.
- ❑ **Provide an additional support** to the object of the Act to make it meaningful and purposeful.

- Fill up the gap which is relevant for the purpose of the explanation **to suppress the mischief and advance the object** of the Act.
- Cannot take away a statutory right.**

MULTIPLE CHOICE QUESTIONS (MCQ)

59. An internal aid that may be added to include something within the section or to exclude something from it, is **(1 Mark) (MTP Sep. 23)**

- (a) Proviso
- (b) **Explanation**
- (c) Schedule
- (d) Illustrations

■ SCHEDULES

- The Schedules form part of an Act.**
- They must be read together with the Act** for all purposes of construction.
- The expressions in the Schedule **cannot control or prevail** over the expression in the enactment.
- If there appears to be **any inconsistency between the schedule and the enactment, the enactment shall always prevail.**
- They often contain details and forms** for working out the policy underlying the sections of the statute for example schedules appended to the Companies Act, 2013, to the Constitution of India.

■ 'READ THE STATUTE AS A WHOLE'

It is the elementary principle that construction of a statute is to be made **of all its parts taken together and not of one part only.**

Deeds and Acts Similarity

- The deed must be read as a whole in order to ascertain the true meaning of its several clauses, and the words of each clause should be so interpreted as to bring them into harmony with other provisions-if that interpretation does no violence to the meaning of which they are naturally susceptible.
- And the same approach would apply with equal force **with regard to Acts and Rules passed by the legislature.**

Example: If one section of an Act requires 'notice' should be given, then a verbal notice would generally be sufficient. But, if another section provides that 'notice' should be 'served' on the person or 'left' with him, or in a particular manner or place, then it would obviously indicate that a written notice was intended.

■ EXTERNAL AIDS TO INTERPRETATION

- (a) Historical Setting
- (b) Consolidating Statutes and Previous Laws
- (c) Usage

- (d) Earlier Later Acts and Analogous Acts
- (e) Dictionary Definitions
- (f) Use of Foreign Decisions

■ HISTORICAL SETTING

- The history of the *external circumstances*** which led to the enactment in question is of much significance in construing any enactment.
- All those **external or historical facts** for understanding and comprehension of the subject matter and the scope and object of the enactment.
- History in general and *Parliamentary*.**
- History of **ancient statutes, contemporary or other authentic works and writings.**
- We have also to consider whether the statute in question **was intended to alter the law or leave it where it stood before.**

MULTIPLE CHOICE QUESTIONS (MCQ)

60. Historical settings as an external aid to interpretation would include:

- (a) Parliamentary history, speech and debates in parliament
- (b) Historical circumstances which led to enactment of the law
- (c) Reports of various expert committees
- (d) All of the above**

■ CONSOLIDATING STATUTES & PREVIOUS LAW

- The Preambles to many statutes contain expressions such as “**An Act to consolidate**” the previous law, etc.
- In such a case, the Courts may stick to the presumption that **it is not intended to alter the law.**
- They may solve doubtful points in the statute** with the aid of such presumption in intention, rejecting the literal construction

■ USAGE

The acts done under a statute provide quite often the key to the statute itself.

Where the meaning of the language in a statute is doubtful,

Usage: How that language has been interpreted and acted upon

Over a Long Period: may determine its true meaning.

When a legislative measure of doubtful meaning has, for several years, received an interpretation which has generally been acted upon by the public, **the Courts should be very unwilling to change that interpretation, unless they see cogent reasons for doing so.**

■ EARLIER & LATER ACTS AND ANALOGOUS ACTS

- Exposition of One Act by Language of Another***
 - Where there are different statutes in ‘*parimateria*’ (i.e. in an analogous case),

- though made at different times, or even expired and not referring to each other,
- they shall be taken and construed together as one system and as explanatory of each other.
- If two Acts are to be read together then every part of each Act has to be construed as if contained in one composite Act.
- But if there is some clear discrepancy then such a discrepancy may...render it necessary to hold the later Act (in point of time) had modified the earlier one.
- However, this does not mean that every word in the later Act is to be interpreted in the same way as in the earlier Act.
- Where a single section of one Act (say, Act 'A') is incorporated into another statute (say Act 'B'),
- it must be read in the sense which it bore in the original Act from which it is taken consequently, it would be legitimate to refer to all the rest of Act 'A' to ascertain what that Section means, though one Section alone is incorporated in the new Act (Act 'B').

□ **Earlier Act Explained by the Later Act**

- Not only may the later Act be construed in the light of the earlier Act
- but it (the later Act) sometimes furnishes a legislative interpretation of the earlier one, if it is 'pari materia' and if, but only if, the provisions of the earlier Act are ambiguous.
- Where the earlier statute contained a negative provision but the later one merely omits that negative provision: this cannot by itself have the result of substantive affirmation.
- In such a situation, it would be necessary to see how the law would have stood without the original provision and the terms in which the repealed sections are re-enacted.

□ **Reference to Repealed Act**

- Where a part of an Act has been repealed,
- it loses its operative force.
- **Nevertheless, such a repealed part of the Act may still be taken into account for construing the unrepealed part.**
- **This is so because it is part of the history of the new Act.**

■ **DICTIONARY DEFINITIONS**

- **First:** If any particular word or expression is defined in the Act.
- **Second: If not** then we may **refer to dictionaries** to find out the general sense in which that word is commonly understood.
- One out of the several meanings of a word – **Refer the context of Act.**
- Read meanings of words and expressions = **In cognate sense.**
- Judicial decisions on the meaning of words > **weight more than** the meaning furnished by dictionaries.
- For **technical terms** reference may be made to **technical dictionaries.**

■ USE OF FOREIGN DECISIONS

- ❑ Foreign decisions of countries following
- ❑ **the same system of jurisprudence as ours and**
- ❑ **given on laws similar to ours**
- ❑ can be legitimately used for construing our own Acts.
- ❑ **Prime importance is always to be given to the language of the Indian statute.**
- ❑ **Where guidance can be obtained from Indian decisions, reference to foreign decisions may become unnecessary.**

MULTIPLE CHOICE QUESTIONS (MCQ)

61. Pick the odd one out of the following aids to interpretation: **(1 Mark) (MTP Oct. 22)**
- (a) Preamble (b) Marginal Notes
(c) Proviso (d) Usage
62. Statutory interpretation is a practice through which the courts break down the words of a legislation and give true intent to it. While the legislature makes the laws, the judiciary performs the art of interpretation to give meaning to the words of the law maker. It is correctly said that "The purpose of Interpretation of Statutes is to help the Judge to ascertain the intention of the Legislature – not to control that intention or to confine it within the limits, which the Judge may deem reasonable or expedient". For interpretation of statutes various tools are used, you are required to pick the option depicting correct sequence of tools in order their application. **(1 Mark) (MTP Sep. 23)**
- (a) Internal Aids to Construction, External Aids to Constructions, and Literal Construction
- (b) Literal Construction, Internal Aids to Construction, and External Aids to Constructions**
- (c) Internal Aids to Construction, Literal Construction, and External Aids to Constructions
- (d) External Aids to Constructions, Internal Aids to Construction, and Literal Construction
63. Different statutes in 'pari materia', though made at different times and not referring to each other:
- (a) Can be construed together as one system and as explanatory of each other.**
- (b) Cannot be legitimately referred while interpreting either in any case.
- (c) Can be referred only if the court decides in a particular case.
- (d) Cannot be used for interpretation as they are not considered to be a good aid to construction.
64. Which of the following statement is/are correct with reference to aids to construction of statutes:
- (a) Court judgments from foreign countries can be considered even if they follow different system of jurisprudence as in India.
- (b) When referring to Foreign and Indian cases, priority and prime importance is always to be given to the language of foreign judgements.
- (c) When the meaning of the word is not clear in the statute itself, the meaning of those words can be figured by referring to dictionaries to find out the general sense in which that word is commonly understood.**
- (d) Where a part of an Act has been repealed, it loses its operative force and therefore cannot be taken into account for construing the unrepealed part of the Act.

■ INTERPRETATION OF DEEDS AND DOCUMENTS

R.U. In. P.I.C. POS.E

- With a view of a **reasonable man** (R)
- Golden rule = **Intention of Parties** at the time of making the document. (In)
- Scope, purpose and Objective (P.O.S)** of the document (POS)
- Document must be read in its **entirety**. (E)
- Same **uniform meaning** throughout the document. (U)
- Resolving conflict** in case of multiple meanings and **harmonise**. (C)
- One invalid clause** will not make the whole document void (I)
- Do not compare** one deed by with another. Interpreted at its own merit.
- Past interpretation**. (P)

Sr. No.	Title	Explanation
1.	Reasonable Person Standard	The primary rule in interpreting a deed or document is to understand how a reasonable person, who is well-informed about the surrounding circumstances and the purpose of the document , would interpret the words used in it. This includes considering the scope, context, and objective of the document.
2.	Deeds vs. Statutes: Minor Differences	The method of interpreting a deed is not much different from interpreting a statute, except for a few minor distinctions. In both cases, the goal is to ascertain true intent through language, context, and structure .
Golden Rule of Interpretation		
3.	Read the Document as a Whole	The deed or document must be read in its entirety to understand the true meaning of each clause. The words of one clause should be interpreted in a way that maintains harmony with other clauses , as long as the natural meaning is preserved
4.	Ordinary and Natural Meaning	The court must consider the ordinary and natural meaning of all words used in the document. The aim is to determine the intention of the parties at the time the document was created.
Circumstances and Background of the Parties		
5.	Surrounding Circumstances Matter	While interpreting a document, the circumstances under which certain words were used must be considered. This includes factors like: The status, education, and background of the parties Their level of skill in legal drafting or conveyancing
6.	Different Meanings in Different Contexts	Words may carry multiple meanings depending on the context. Even if a word has a specific meaning for a trained conveyancer, the same interpretation may not be suitable if the document was drafted by someone without such training.

Important Judicial Principles		
7.	Avoid Comparing Different Documents	According to the judgment in <i>Nirmala Bala Ghose v. Balai Chand Ghose</i> (1965), it is not advisable to interpret the terms of one deed by comparing them with another . Each document should be interpreted on its own merit.
8.	Same Word, Same Meaning	A fundamental rule of interpretation is that a word must carry the same meaning throughout the document , unless the context clearly demands a different interpretation (<i>Kultar Singh v. Mukhtiar Singh</i> , 1964).
Conflict Resolution in Clauses		
9.	Attempt Harmonious Construction	If two or more clauses seem to be in conflict , the court should try to interpret them in a harmonious manner , so that all clauses can be given effect.
10.	Earlier Clause Prevails	If harmony is not possible and a conflict remains between clauses, then the earlier clause will prevail over the latter one . The later clause may be disregarded, if it cannot be reconciled.

