

MADHYA PRADESH HIGH COURT

Satya Prakash

Vs.

Bashir Ahmed Qureshi

First Appeal No. 31 of 1963, Decided on 22.4.1963, from decree of Election Tribunal and Dist. and Sessions Judge, Durg, at Rajnandgaon Camp Bilaspur, (P.V. Dixit, C.J. and K.L. Pandey, J.)

16.02.1963. 22.04.1963

JUDGMENT

Dixit, C.J.

1. This is an appeal under Section 116-A of the Representation of the People Act, 1951, (hereinafter referred to as the Act) from a decision of the Election Tribunal, Rajnandgaon, declaring the election of the appellant Satya Prakash to the House of the People from Bilaspur Parliamentary Constituency void on the ground that the respondent Bashir Ahmed's nomination had been improperly and illegally rejected.

2. The material facts are not in dispute. The appellant Satya Prakash, the respondent Bashir Ahmed and three other persons were candidates for election to the House of the People from the Bilaspur Parliamentary Constituency. On 22nd January 1962, the date fixed for the scrutiny of nomination papers, one Ramashankar Tiwari, who had proposed the appellant, raised the objection that the respondent Bashir Ahmed's nomination was not valid as he was a shareholder in "The Combined Transport services (Pvt.) Ltd., Bilaspur," (hereinafter referred to as the Company), which had entered into a contract with the Central Government to carry post mail bags and articles on the remuneration mentioned in the contract and was thus disqualified for membership of Parliament under Section 7(d) of the Act. The Returning Officer upheld the objection and rejected the nomination paper of the respondent taking the view that the contract between the Company and the Central Government for the carriage of mail bags and postal articles subsisted, that the respondent was a shareholder in the Company and as such had a pecuniary interest in the contract, and that the contract was one which fell under the description of a contract "for the execution

of any works undertaken" by the Government, mentioned in Section 7(d) of the Act. The election was held without the respondent, and the appellant was declared duly returned. Thereupon the respondent filed an election petition praying that the election of the appellant may be set aside and declared void on the ground that his, that is of the respondent, nomination had been improperly and illegally rejected.

3. The Election Tribunal after enquiry has held that the rejection of the respondent's nomination paper was illegal and improper. The Tribunal found that the Company was operating bus services on various routes, including Bilaspur-Katghora route; that the respondent was a shareholder of the Company; that there was a contract between the Company and the Central Government with regard to carriage of mail bags and postal articles on Bitaspur-Katghora route; that the said contract was not entered into by the respondent in the course of any trade or business of his; that the contract was not either for the supply of goods to the Government or for the execution of any works undertaken by the Government; and that consequently the respondent was not disqualified for membership of Parliament under Section 7(d) of the Act. Before the Tribunal, it was also urged on behalf of the appellant that by reason of the contract concluded between the Company and the Government about the carriage of mail and postal articles the respondent, who was a shareholder in the Company, became a person holding an office of profit under the Government of India and, therefore, he was disqualified for being chosen as a Member of Parliament under Article 102 of the Constitution. The Tribunal rejected this contention saying that it was impossible to hold that the respondent held any office of profit and was disqualified under Article 102 of the Constitution. On these findings, the Tribunal reached the conclusion that the Returning Officer was in error in rejecting the respondent's nomination paper, and accordingly allowed the election petition declaring that the election of the appellant was void.

4. The question raised in this appeal lies in a small compass. It is, whether as a result of the contract admittedly entered into by the Company with the central Government for the carriage of mail bags etc., the respondent Bashir Ahmed was disqualified under Section 7(d) of the Act. The answer to the question depends on the proper construction of Section 7(d) of the Act, which is as follows :

"7. A person shall be disqualified for being chosen as, and for being a member of either House of Parliament or of the Legislative Assembly or Legislative

Council of a State.

* * * * *

(d) if there subsists a contract entered into in the course of his trade or business by him with the appropriate Government for the supply of goods to, or for the execution of any works undertaken by that Government;"

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5. Before dealing with the contention raised before us, it is necessary to set out the relevant clauses of the the agreement (Ex. R-5 exhibited at p. 93 of the paper book). The agreement is between the Combined Transport Services (Private) Ltd., called the Contractor, of the one part and the President of India of the other. The preamble of the agreement, so far as it is material here, runs thus :

"Whereas the said contractor has offered to contract with the Government for the provision of a Motor vehicle Service for the transit, conveyance and delivery of all postal articles and mail bags as defined in the Indian Post Office Act, 1898, as amended from time to time, between Bilaspur P. O. and Katghora P. O. and vice versa from the 1st day of September 1957 to the 31st day of August 1960 and the Government has accepted such offer upon the terms and conditions hereinafter appearing.....

"Now this indenture witnesseth that the contractor in pursuance of the said agreement and in consideration of the premises and of the payments hereinafter agreed to be made to him.....

"It is hereby mutually agreed and declared between and by the parties hereto as follows :

"1. 'Contract to carry' :- The contractor shall during the continuance of this contract, that is to say, from the 1st day of September 1957 until the 31st day of August 1960 or until the said contract shall be determined by such notice as is hereinafter mentioned or otherwise (hereinafter referred to as the said contract period) duly and safely convey.....by means of suitable motor vehiclesall postal articles and mail bags....." Clause-2 of the agreement requires the Contractor that he shall during the said contract period carry the said postal articles and mail bags irrespective of weight and bulk and provide in all cases such additional motor vehicles as may be deemed necessary. By Clause 3 it is provided that the postal articles and mail bags shall be delivered and taken up by the contractor at such post offices or places on the road, at such time or times

as shall from time to time be prescribed by the Director General of Posts and Telegraphs, Post-Master General, Central Circle, or the Superintendent of Post Offices, North Chhatisgarh Division, or the Post-Master concerned acting on behalf of the Government and that the journey between Bilaspur and Katghora shall be performed according to the prescribed schedule. Clauses 4 and 5 make the contractor responsible for the maintenance of motor vehicles and for payment of all municipal taxes and other fees in respect of them. He is made liable to penalties mentioned in clause 6 in the event of no completion of any journey or delay in completion thereof in accordance with the fixed time-table and in the event of failure to deliver or take up any postal article or mail bag at any of the prescribed places or offices. By clause 7 the contractor is made absolutely liable and responsible for the due and safe custody and delivery in good order and condition of all letters, papers, dispatches, packets, parcels etc., and for all losses thereof or injuries thereto from the time when such letters, papers, dispatches, packets, parcels etc., are delivered to the contractor for carriage and conveyance until the time when the same are delivered by him to the proper officer of the Post Office or other authorized person on the termination of their carriage and conveyance. Under clause 9, the contractor is required to reserve seats for officers of the Posts and Telegraphs Department travelling on duty when twelve hours' notice is given for that purpose. The officers travelling are required to pay the usual fares as other passengers. The transfer of the contract by the contractor to any person or company without the previous consent in writing of the Director General of Posts and Telegraphs or the Post Master General is prohibited by clause 11. The next clause, namely clause 12, says that no one connected with or in the employment of Posts and Telegraphs Department shall ever be admitted to a partnership or to any interest in the contract. The remuneration payable to the contractor is fixed by clause 14, the material portion of which is thus :

"14. The contractor's remuneration for the work to be done by him under this Agreement shall be the sum of Rupees 90 (Ninety only) per mensem to be paid in respect of the services rendered during any calendar month on or before the 10th day of the succeeding calendar month. Provided always that as this is based on a mileage of 2632 miles, the contracting parties shall respectively be entitled to claim proportional increase or reduction in the monthly remuneration as the case may require. and provided further that in reckoning such mileage only distances shall be measured between the postal terminals affected

notwithstanding that vehicles may have to travel further and if a Postmaster has allowed a vehicle of a lower capacity than that specified in the schedule of trips or order to be used and as a consequence it has taken more than one trip to move the said postal articles and mail bags, only one trip shall be counted for trips which move what a vehicle of the contracted capacity could have moved....."

By clause 17 it is provided that the contract may be absolutely determined and put an end to by either party by giving four calendar months' notice in writing to the other and that in the event of the contractor failing to secure a renewal of permit on the line, the contract shall stand automatically terminated on the date up to which the old permit is valid, and in such a case no compensation would be payable by either party to the other for such termination, it is not necessary to refer to other terms of the agreement. The contract was signed by one Sapre on behalf of the Company.

6. It will be seen that the contract was concluded between the Company of the one part and the Central Government of the other. It was not any contract entered into by the respondent Bashir Ahmed himself in the course of any trade or business of his. In terms, the contract is one for the safe conveyance and carriage of postal articles and mail bags between Bilaspur P. O. and Katghora P. O. and other places mentioned in the schedule annexed to the agreement by means of suitable motor vehicles belonging to the Company. The contract cast an obligation on the company to carry the mail bags and postal articles irrespective of their weight and bulk and made the Company responsible for safe custody and delivery of the postal articles and mail bags during the period of transit and for all losses, damages and injuries to them during the time when the postal articles and mail bags are delivered to the Company for carriage and conveyance till the time they are delivered to the proper post office or post offices on the termination of their carriage and conveyance. The position of the Company was thus of a bailee when it undertook to convey and carry all postal articles and mail bags. It is also noteworthy that the remuneration payable to the contractor has not been fixed with reference to any value of the postal articles and mail bags carried. The remuneration of Rs. 90/-p.m. payable in respect of the carriage service is on the basis of mileage involved and covered in the carriage and conveyance of the postal articles and mail bags. Again, the existence and continuation of the contract is made dependent on the condition of the contractor holding a permit for running motor vehicle service on the routes in question. If the contractor fails to secure a renewal of

permit on the line, then there is automatic termination of the contract on the date upto which the old permit is valid. All these features of the contract leave no doubt that by entering into the contract, the Company accepted the duties and responsibilities of a carrier and undertook to convey safely by means of its motor vehicles the postal articles and mail bags entrusted to it for carriage between the specified places and according to the schedule of time fixed for that purpose. In short, the duty which the Company undertook by the contract was to collect mail bags and postal articles at one place and to deliver them to the authorized person of the Posts and Telegraphs Department at the other.

7. Now, it is plain from the language of Section 7(d) that in order that a person can be said to be disqualified under that provision for being chosen as, and for being a member of, either House of Parliament or of the State Legislature, three conditions must be satisfied. They are : first, that there must subsist a contract between the person and the Government; secondly, that the contract must be one entered into by the person in the course of his trade or business; and, thirdly, that the contract with the appropriate Government must be for the supply of goods or for the execution of any works undertaken by that Government. A person having a mere beneficial interest in a contract entered into by some other person or body is not disqualified under Section 7 (d). The words "contract entered into in the course of his trade or business by him" occurring in clause (d) of Section 7 exclude from the purview of that clause a person who has not directly by himself entered into a contract but who has indirectly any share or interest in any contract concluded by another person or body with the Government. Thus the disqualification under Section 7(d) does not attach to the shareholder of a company which has entered into a contract with the Government. That Section 7(d) contemplates a contract between the disqualified person himself and the Government becomes pointedly clear when the language of Section 7(d), as it stands today, is contrasted with that of Section 7(d) as it stood before the Amendment Act of 1958. The old Section 7(d) was worded thus :

"7. A person shall be disqualified for being chosen as and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State :-

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(d) if, whether by himself or by any person or body of persons in trust for him or for his benefit or on his account, he has any share or interest in a contract for

the supply of goods to, or for the execution of any works or the performance of any services undertaken by, the appropriate Government.

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It will be noticed that by the amendment made in 1958, the scope of Section 7(d) has been narrowed down so as to restrict the disqualification to cases where the person himself has entered into a contract and further to exclude contracts relating to "the performance of any services undertaken by" the Government from the mischief of the clause. Whereas under the old clause (d) the possession by any person of any share or interest in a contract, whether by himself or any person or body of persons in trust for him or for his benefit or on his account, was sufficient to attract the disqualification, it is not so now. The contrast in the language of the old Section 7 (d) and of the present one only drives home the point that unless a person himself has entered into a contract of the description given in clause (d) of Section 7 in the course of his trade or business, his case cannot fall within the mischief of Section 7(d). On the language of Section 7(d), it is clear that the respondent could not be disqualified for being chosen as a member of the House of the People on the ground that he was a shareholder of the Company which had entered into a contract with the Government.

8. Learned counsel for the appellant referred to the agreements which had been concluded between the persons forming the Combined Transport Services (Private) Ltd., Bilaspur, and said that the transport services run by the Company were managed by four different groups; that each group was allotted certain number of vehicles and kept in charge of the operation of certain services and given shares in the Company and was also allowed to take the profits and earning of the services run by that group; that the group which ran services on Katghara-Bilaspur route and other routes on which postal articles and mail bags were carried was managed by the respondent Bashir Ahmed and his brothers; and that consequently the contract entered into between the Company and the Central Government should be regarded as one concluded between the respondent himself and the Central Government. We are unable to accept this contention. The formation of groups by the shareholders of the Company was only for the internal management of the Company. The fact that four different groups arrived at an arrangement between themselves with regard to the running of services on various routes does not in any way affect the legal entity by (sic) the Company with the Government as one concluded by the group or any member thereof managing the services on the route on which postal articles and mail

bags are carried. In our judgment, the contract relied on by the appellant was clearly not a contract entered into by the respondent Bashir Ahmed in the course of his trade or business.

9. The contract in question does not also fulfill the requirement of being one "with the appropriate Government for the supply of goods to, or for the execution of any works undertaken by, that Government". If this provision in clause (d) of Section 7 is construed according to its plain meaning, as it must be, then it seems to us impossible to contend successfully the view that the contract entered into by the Company with the Central Government for the carriage of mail bags and postal articles is a contract for the supply of goods to, or for the execution of any works undertaken by, the Central Government. But Shri Sen, learned counsel for the appellant, asked us to hold that when goods, such as postal articles and mail bags, are entrusted to a transport agency for carriage and delivery to the person authorized to receive them, then there is "supply of goods" within the meaning of that expression as used in clause (d). It was also submitted in the alternative that when the Company agreed under the contract to carry postal articles and mail bags, it undertook to execute or carry out a work which the Central Government was required to do, and consequently the contract fell within the scope of the last part of Section 7 (d).

10. We are unable to accede to this argument. The ordinary meaning of the word 'supply' is to furnish that which is wanted, or to make available things needed or demanded. The act of "supply of goods" consists in the act of furnishing that what is wanted. The supply of goods may be in pursuance of a contract to sell or hire or hire-purchase or barter. When a carrier is asked to collect certain goods, as for example postal articles and mail bags, to transport them to another place and to deliver the goods to the person entitled to receive them, then the carrier is not fulfilling any want of the sender or of the receiver in respect of the goods collected, carried and delivered. In such a case, the supply of goods, if any, may be by the sender to the receiver but certainly not by the transport agency. Even when the Government in the discharge of its duties as a Sovereign State runs the postal service and undertakes to collect postal articles and mail bags at one place and deliver them to the addressees at some other place, there is no supply of goods consisting in the form of letters and postal articles to the addressees' in the sense of the Government meeting the need or demand of the addressees in respect of the letters or postal articles sent to them by third persons. A fortiori, a contract by which a person only undertakes the transport of postal articles

and mail bags cannot be said to be a contract for the supply of postal articles and mail bags. Even if it be assumed that there is a sort of supply of postal articles and mail bags in running of postal service by the Government, it does not follow that a carrier, who undertakes for the Government to transport postal articles and mail bags, supplies the articles to the persons authorized to receive the delivery thereof. There is no more supply of goods by the transport agency than when a consignment booked by rail is delivered by the railway authorities to the consignee. It is difficult to see how the contract in question can be said to be a contract for "supply of goods" by the Company to the Central Government.

11. The contract under consideration is not even a contract "for the execution of any works undertaken" by the Central Government. In transporting postal articles and mail bags the Company no doubt undertook to do the work of carrying them. But this is not sufficient to attract the last part of Section 7(d), which postulates that the appropriate Government has undertaken "some works" and it is for the execution of such works that the contract has been entered into by the person with the Government. The expression "execution of any works" means and implies the carrying out of some act or acts or course of conduct to the commencement and completion of the works. It is of significance that in clause (d) the word used is not the singular "work" but the plural "works". The plural is always used in the sense of 'operations', 'projects', 'scheme', 'plan', such as building works, irrigation works, defense works etc. 'Any work' no doubt conveys the meaning of 'any task or job or activity' and the 'execution of any work' may mean the carrying out of any task or job or the undertaking of any activity. But this wide import disappears in the expression "any works". In the context in which the words "execution of any works" have been used, what is connoted is the carrying out of something to be built or constructed and not merely something to be done. The transport of postal articles and mail bags from one place to an other is undoubtedly a piece of work. But a contract for doing that work does not fall within the category of contract "for the execution of any works undertaken" by the Government.

12. Sri Sen, learned counsel for the appellant, further argued that a reference to the Statement of Objects and Reasons attached to the Bill resulting in the amendment of Section 7(d) by the Amendment Act, 1958, and to the proceedings of Parliament when the Bill was discussed would show that the amendment made in Section 7(d) was not intended to restrict the scope of the disqualification under that provision; that, on the

other hand, Parliament was anxious to maintain the principle that the judgment of a member of Parliament or State Legislature should not be deflected by reason of his having a pecuniary advantage or any beneficial interest in a contract with the appropriate Government; that the amendment made in Section 7(d) was intended to exclude from the scope of Section 7 (d) only such contracts as of occasional broadcasts or the writing of any article for any newspaper or publication; and that it was never the intention of Parliament to exclude contracts of the type entered into by the Company in the present case from the scope of disqualification prescribed by Section 7(d). This argument is unsubstantial. As has been pointed out by the Supreme Court in *Express Newspapers Ltd. v. Union of India*,¹ and *Aswini Kumar Ghosh v. Arabinda Bose*,² a reference to the Statement of Objects and Reasons attached to a Bill or the circumstances under which certain word or clause came to be deleted from certain provision are not aids to the construction of the terms of a statute which have to be given their plain and grammatical meaning and it is only when the terms of a statute are ambiguous or vague that resort may be had to them for the purpose of arriving at the true intention of the Legislature. The well established principle of interpretation of statutes is that the provision of a statute must be construed according to its plain meaning, neither adding to it nor subtracting from it and when the terms are clear and plain, it is the duty of the Court to give effect to it as it stands. There is nothing ambiguous about the expression "contract entered into..... for the supply of goods to, or for the execution of any works undertaken" by the Government, used in Section 7(d). It will not, therefore, be legitimate to construe Section 7 (d) with the aid of the Statement of Objects and Reasons attached to the Bill, which led to the passing of the Amendment Act of 1958, or the proceedings of parliament relating to the amendment. The deletion of the expression "the performance of any services undertaken by" which occurred in the old Section 7(d) does not in any way enlarge the meaning of the expressions "contract.....for the supply of goods to....Government" and "contract for the execution of any works undertaken byGovernment". It does not sweep into those expressions contracts which were outside their scope before Section 7(d) was amended in 1958. A contract which, before that provision was amended, was neither a contract for supply of goods nor for the execution of any works is not caught by those expressions merely because a contract for the performance of any services undertaken by the Government is not now within the mischief of Section 7(d). The general consideration that the disqualification under Section 7(d) is for the purpose of ensuring that there is no conflict between interest and duty when a person is chosen as a member of Parliament or State Legislature is not a sufficient reason for wresting the

clear words used in Section 7(d) from their plain meaning. In our view, on the plain language of Section 7(d), the contention that a contract entered into by the Company with the Central Government for the carriage of postal articles and mail bags is a contract for the supply of goods to, or for the execution of any works undertaken by, the Government is clearly untenable.

13. Sri Dharmadhikari, supplementing the arguments of Shri Sen, raised the point that under the contract the respondent held an office of profit under the Government and was, therefore, disqualified under Article 102 of the Constitution for being chosen as a member of Parliament. The argument ran thus. Ordinarily the postal articles and mail bags are carried by employees and officers of Government. By the contract the duties, which are ordinarily performed by a postal employee, were entrusted to the Company in which the respondent had an interest, on certain remuneration. The duty being a continuing one so long as the contract subsisted, and being one required to be performed in accordance with the directions and instructions given or prescribed by the Government from time to time, the employment under the contract, which could be revoked by the Government at their discretion, was indistinguishable from an office of profit. So it was contended that the respondent Bashir Ahmed performed the duties of a Government employee when the Company did the work of transporting postal articles and mail bags. Learned counsel referred to *Abdul Shakur v. Rikhata Chand*,³ for the tests which should be applied for determining whether a certain employment was or was not an office of profit. The point is quite unmeritorious for the simple reason that for the operation of the disqualification of the holding of an office of profit under the Government, the first essential requisite is that the candidate himself must hold the office. In the present case, the contract entrusted the work of carriage of mail bags and postal articles to the Company and not to the respondent Bashir Ahmed. He was not employed under the contract to do the work of transporting postal articles and mail bags or to perform that service and thus asked to perform the duties of a postal officer or an employee pertaining to the carriage of postal articles and mail bags. Bashir Ahmed had no doubt an interest in the Company which held the contract. But merely because of that interest he does not become a person holding an office of profit. It is, therefore, unnecessary to consider the contention of the learned counsel whether when a person is employed under a contract to do an act or to perform a service without becoming an officer of the Government he can be said to hold an office of profit if the duty to be performed is a continuing one, and one required to be carried out according to the rules or directions prescribed by the Government, when

the contract can be revoked by the Government at any time and the person's remuneration is paid out of Government revenues.

14. During the course of the argument, learned counsel for the parties referred to the decisions of the Supreme Court in *Satyanathan v. Subramanayan*⁴ *Ram Padarath Mahto v. Mishri Sinha*,⁵ and the *State of Madras v. Gannon Dunkerley and Co.*⁶ These cases did not decide any question of construction of the expressions "a contract for the supply of goods", or "a contract for the execution of any works undertaken by the Government." In the first case, it was held that a contractor, who had entered into an agreement with the Central Government for the transit and conveyance of all postal articles for the period specified in the contract by motor vehicles belonging to him, performed a service undertaken by the Central Government and was, therefore, disqualified under the last part of Section 7 (d), as it stood before the amendment made in 1958. In the second case, namely, the case of *Ram Padarath Mahto*, (1961) 2 SCR 470 : AIR 1961 Supreme Court 480 (supra), the Bihar Government had undertaken a grain supply scheme and for carrying out that scheme had entered into a contract with a firm for stocking and storing of that grain belonging to the State Government. The contracting firm was required to take delivery of food-grains from railway wagons according to the directions given by the Bihar Government, to store the foodgrains in its godowns and to re-deliver the same to the Government according to the instructions given in that behalf. It was held by the Supreme Court that the contract was one of bailment which imposed on the bailee an obligation to stock and store food grains and could not, therefore, be said to be a contract for the purpose of the service of sale of grain which the Bihar Government had undertaken within the meaning of Section 7(d). In paragraph 7 of the judgment in that case, it was observed by the Supreme Court -

"Can it be said that the contract entered into by the State Government for purchasing food grains from agriculturists who grow them or for transporting them after purchase to the godowns are contracts for the sale or supply of goods? Purchase of goods and their transport are no doubt preparatory to the carrying out of the scheme of selling them or supplying them, and yet it would be difficult to hold that contracts entered into by the State Government with the agriculturists or the transport agency is a contract for the sale of goods."

These two cases in no way assist the appellant. On the other hand, though they are not directly in point here, they afford guidance in the matter of construction of the

expressions "a contract for the supply of goods" and "a contract for the execution of any works undertaken by the Government", and indicate that the construction sought to be put on those expressions on behalf of the appellant is unsound. The third case, namely, *Dunkerley's case*, 1959 SCR 879 : AIR 1958 Supreme Court 560 (supra), was cited by Shri Dabir, learned counsel appearing for the respondent, to show the construction that should be put on the expression 'contract for the execution of any works'. We do not think that there is any warrant for construing the expression 'for the execution of any works' occurring in Section 7(d) of the Act in the light of the principles laid down in *Dunkerley's case*, 1959 SCR 379 : AIR 1958 Supreme Court 560 (supra). It is easy to see that for the purposes of Section 7(d) a 'contract for the execution of any works' may be a contract entire and indivisible for the construction of a specified work for a lump sum and not a contract for the sale of materials as such; it may even be a composite contract embodying really two agreements, one for the works that may be done and another for the sale of the materials used in carrying out the works.

15. For the foregoing reasons, our conclusion is that the respondent's nomination was improperly and illegally rejected by the Returning Officer and the Election Tribunal rightly declared the appellant's election as void. The result is that this appeal fails and is dismissed with costs. Counsel's fee is fixed at Rs. 200/-.

Appeal dismissed.

Cases Referred.

1. 1959 SCR 12: AIR 1958 SC 578
2. 1953 SCR 1: AIR 1952 SC 369
3. 1958 SCR 387: AIR 1958 SC 52
4. (1955) 2 SCR 83: AIR 1955 SC 459
5. (1961) 2 SCR 470: AIR 1961 SC 480
6. 1959 SCR 379: AIR 1958 SC 560