

tenant and the fact was proved during the trial. The arrears of rent, however, were not tendered or paid within one month of the service of the notice, the notice having been sent on the 22nd May, 1960. The tenant had thus made himself liable to be evicted. The order of eviction, therefore, made by the Appellate Authority, although on another ground, does not need interference.

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The result is that Civil Revision 395 of 1961 is allowed and the tenant directed to be evicted from the premises in question, while Civil Revision 737 of 1961, is dismissed and the order of eviction is affirmed. In view of all the circumstances, however, the parties are left to their own costs throughout.

D. K. MAHAJAN, J.—I agree.

B.R.T.

CIVIL MISCELLANEOUS

Before A. N. Grover, J.

JOGINDER SINGH,—Petitioner.

versus

FINANCIAL COMMISSIONER, PUNJAB AND

OTHERS,—Respondents.

Civil Writ No. 501 of 1962.

Pepsu Tenancy and Agricultural Lands Act (XIII of 1955)—Ss. 7 and 7A—Applicability of—Whether apply to tenancies terminated before the commencement of the Act.

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Held, that the scheme of both the sections 7 and 7A of the Pepsu Tenancy and Agricultural Lands Act, 1955 appears to be that after the commencement of the Act no tenancy is to be terminated except in accordance with the provisions of the Act or on the grounds given in section 7 and the additional grounds given in section 7A. Sub-section (1) of section 7A specifies the additional grounds for termination of tenancy and sub-section (2) contains an exception

to sub-section (1) inasmuch as it provides that no tenant who immediately preceding the commencement of the President's Act has held any land continuously for a period of twelve years or more under the same landowner or his predecessor in title shall be ejected on the grounds specified in sub-section (1) from any area of land, if the area under the personal cultivation of the tenant does not exceed fifteen standard acres. But there is nothing in these sections or section 53 which justifies the application of the provisions contained in sections 7 and 7A with retrospective effect to the tenancies which had been terminated before the Act came into force.

(Note.—L.P.A. No. 278 of 1962 against this order was dismissed in limine on 28th August, 1962, Editor.)

Petition under Articles 226 and 227 of the Constitution of India praying that the orders of eviction passed by respondents Nos. 1, 2 and 3 be quashed and the execution petition pending in the Court of respondent No. 3, be disallowed.

TIRATH SINGH, ADVOCATE, for the Petitioner.

B. R. AGGARWAL, ADVOCATE, for the Respondents.

ORDER

Grover, J.

GROVER, J.—This is a petition under Articles 226 and 227 of the Constitution impugning an order made by the Financial Commissioner on 20th October, 1961, in certain execution proceedings pending between the petitioner who is tenant and the respondents who are landlords.

The facts are not in dispute. On 5th June, 1954, the Assistant Collector passed a decree for ejection against the tenant in favour of the landlords. That decree was confirmed by the Financial Commissioner of the erstwhile State of Pepsu on 7th November, 1955. When the execution proceedings started the tenant sought to seek protection of the provisions contained in the Pepsu Tenancy and Agricultural Lands Act, 1955, as amended (hereinafter referred to as the Act). Although the Collector had held that the decree passed in the suit had to be executed, the Commissioner forwarded the

revision petition filed by the petitioner to the Financial Commissioner recommending that it may be ordered that the decree in the present case could not be executed owing to the provisions contained in the aforesaid Act. After referring to the relevant provisions the Financial Commissioner has expressed the view that as the decree was passed on 5th June, 1954, the provisions contained in the said Act could not affect its execution.

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Mr. Tirath Singh who appears for the petitioner has invited my attention to section 7 A of the Act according to which no tenancy shall be terminated except in accordance with its provisions or any of the grounds which are specified therein. Section 7-A deserves to be reproduced as the petitioner's counsel has relied mainly on its provisions:—

“7-A. *Additional grounds for termination of tenancy in certain cases.*—(1) Subject to the provisions of sub-sections (2) and (3), a tenancy subsisting at the commencement of the Pepsu Tenancy and Agricultural Lands (Second Amendment) Act, 1956, may be terminated on the following grounds in addition to the grounds specified in section 7, namely:—

- (a) that the land comprising the tenancy has been reserved by the landowner for his personal cultivation in accordance with the provisions of Chapter II;
- (b) that the landowner owns thirty standard acres or less of land and the land falls within his permissible limit;

Provided that no tenant shall be ejected under this sub-section—

- (i) from any area of land if the area under the personal cultivation of

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- the tenant does not exceed five standard acres, or
(ii) from an area of five standard acres, if the area under the personal cultivation of the tenant exceeds five standard acres,

until he is allotted by the State Government alternative land of equivalent value in standard acres.

(2) No tenant, who immediately preceding the commencement of the President's Act has held any land continuously for a period of twelve years or more under the same landowner or his predecessor in title, shall be ejected on the grounds specified in sub-section (1)—

- (a) from any area of land, if the area under the personal cultivation of the tenant does not exceed fifteen standard acres, or
(b) from an area of fifteen standard acres, if the area under the personal cultivation of the tenant exceeds fifteen standard acres:

* * * * *

Mr. Tirath Singh maintains that no tenancy could be terminated after the commencement of the Act (that date being 6th March, 1955) except in accordance with the provisions of the Act. But it must be remembered that there was no question of terminating a tenancy after the commencement of the Act in the present case because the tenancy was determined long before 6th March, 1955, and indeed a decree had been made as stated before on 5th June, 1954, by the competent revenue Courts against the petitioner and in favour of the respondents. As regards section 7-A, sub-section

(1) makes it quite clear that its provisions would apply only to a tenancy subsisting at the commencement of the Pepsu Tenancy and Agricultural Lands (Second Amendment) Act, 1956 (that date being 30th October, 1956). The submission of Mr. Tirath Singh, is that sub-section (2) has reference not only to those tenancies which were subsisting at the commencement of the Second Amendment Act but also to those where the tenants had been continuously in occupation for a period of twelve years immediately preceding the commencement of the President's Act, which was in 1953. In other words, although a decree had been made in the present case in 1954 but since the petitioner could show that he had held the land continuously for a period of twelve years or more under the same landowner immediately preceding the commencement of the President's Act he could not be ejected. This argument proceeds on the assumption that sub-section (2) of section 7-A has no reference to the tenancy mentioned in sub-section (1). The express language of sub-section (2), however, shows that that sub-section refers to sub-section (1) alone. Therefore the provisions of sub-section (1) have to be kept in view. The scheme of both the sections 7 and 7-A appears to be that after the commencement of the Act no tenancy is to be terminated except in accordance with the provisions of the Act or on the grounds given in section 7 and the additional grounds given in section 7-A. Sub-section (1) of section 7-A specifies the additional grounds for termination of tenancy and sub-section (2) contains an exception to sub-section (1) inasmuch as it provides that no tenant who immediately preceding the commencement of the President's Act has held any land continuously for a period of twelve years or more under the same landowner or his predecessor in title, shall be ejected on the grounds specified in sub-section (1) from any area

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of land, if the area under the personal cultivation of the tenant does not exceed fifteen standard acres, or from an area of fifteen standard acres, if the area under personal cultivation of the tenant exceeds fifteen standard acres. Then follow the proviso and explanation which need not be referred to. Section 53 of the Act which has also been noticed by the Financial Commissioner does not contain any such language which would justify the application of the provisions contained in sections 7 and 7-A with retrospective effect.

For these reasons I can find no error apparent in the order of the Financial Commissioner with the result that this petition fails and it is dismissed with costs.

B.R.T.

CRIMINAL MISCELLANEOUS

Before Harbans Singh, J.

MESSRS FREE INDIA INDUSTRIES AND

ANOTHER,—*Petitioners*

versus

THE REGIONAL PROVIDENT FUND COMMISSIONER

AND ANOTHER,—*Respondents.*

Criminal Miscellaneous No. 874 of 1959.

Employees' Provident Funds Act (XIX of 1952)—S. 1(3) and Schedule—'Electrical, mechanical or general engineering products'—Factory engaged in body-building on chassis—Whether industry to which the Act applies.

1962
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Held, that in the phrase 'electrical, mechanical or general engineering products' the emphasis is on the word 'engineering products' according to which there must be something more than a manufacturing process. The process must be such which involves some engineering design or invention. Body-building on chassis can in no way be said to be an engineering product and the factory engaged in body-building on chassis is not an industry covered by the phrase 'electrical, mechanical or general engineering products' as used in the Schedule to the Employees' Provident Funds Act, 1952.