

In Re: Sehamber Ram Tehal

In Re: Sehamber Ram Tehal

SooperKanoon Citation : sooperkanoon.com/330459

Court : Mumbai

Decided On : Mar-07-1907

Reported in : (1907)9BOMLR362

Judge : Chandavarkar and ;Pratt, JJ.

Appeal No. : Criminal Application for Revision No. 23 of 1907

Appellant : In Re: Sehamber Ram Tehal

Judgement :

Chandavarkar, J.

1. The terms of the contract in this case resemble in their main features those of the contract in Koonjobeharry Lall v. Raja Domney (1870) 14 W.B. 29, where a labourer had contracted with the manager of a silk factory for a money consideration, to work at the factory for four months in a year for a period of three years. The only difference between that case and the present is that here the contract is not intermittent and the accused agreed to work continuously for three years. But that is not material. The learned Magistrate who has dismissed the complaint has held that the contract here was not for work to be done but was 'in order to bind' the accused 'down to work for a period of three years.' The terms of the contract are, in our opinion, clear and bring it within the provisions of Section 1 of the Act. We must, therefore, set aside the order of the Magistrate and direct him to proceed with the trial and dispose of the complaint according to law.

SooperKanoon - India's Premier Online Legal Search - sooperkanoon.com