

imrat and ors. Vs. Lanjua and ors.

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Court : Madhya Pradesh

Decided On : Mar-08-1990

Reported in : AIR1991MP135; 1991(0)MPLJ164

Judge : T.N. Singh, ;K.K. Varma and ;S.K. Dubey, JJ.

Acts : Madhya Pradesh Samaj Ka Kamjor Vargonke Krishi Bhumidrarakan Ka Udhar Dene walon ke Bhumi Hadapane Sambandhi Kuchakaron se Paritran Tatha Mukti Adhiniyam, 1976 - Sections 2, 12(1) and 126; [Constitution of India](#) - Article 14; Contract Act - Sections 23

Appeal No. : Misc. Petn. No. 643 of 1988

Appellant : imrat and ors.

Respondent : Lanjua and ors.

Advocate for Def. : N.D. Gupta, Govt. Adv.

Advocate for Pet/Ap. : J.P Gupta, Amicus Curiae, ;K.K. Lahoti, Adv.

Judgement :

T.N. Singh, J.

1. The occasion for this reference arose on petitioner's counsel citing two Bench decisions of this Court and placing implicit reliance thereon when the matter came

before two of us sitting in a Division Bench. He contended that interpretation therein of the relevant statutory provisions was holding on us and the law therein laid down was based on valid and sound propositions. That position being disputed and finding apparent merit in the challenge to the views taken in the decisions cited, this reference was made.

2. It is not necessary to deal or decide any fact except to the cutting briefly petitioner's case. Respondent No. 1 had executed a registered sale-deed in his favour on 30-12-1978 in respect of an area of 3.125 hastaram of agricultural land for a consideration of Rs. 2,000/-. Out of that amount Rs. 200/- had been paid earlier and Rs. 1,800/- was paid at the time of registration. Petitioners got possession of that land and had been cultivating the same. On 11-4-1964, the said respondent moved an application under M. P. Samaj Ke Kamjor Vergon Ke Krishi Bhumi-dharon Ka Udharn Dene Walon Ke Bhumi Hadapan Sambandhi Kushakron Se Paritan Tatha Mukti Adhiniyam, 1976, for short the Adhiniyam, before the Sub-Divisional Officer, Shivpuri (respondent No. 3) for relief contemplated thereunder. On that being allowed, an appeal was taken by the petitioners before the Collector, Shivpuri (respondent No. 2). That failed. Precisely, petitioners' case is that they were not moneylenders by profession and that the sale transaction evidenced by the sale-deed was not a 'prohibited transaction of loan'. Interpretation of Clauses (d) and (f) of Section 2 defining respectively the terms 'lender of money' and 'prohibited transaction of loan', is the first, question to which we have to address ourselves.

3. Accordingly, these provisions, Clause (d) in extenso, but of Clause (f) the relevant part is extracted:

'(d) 'lender of money' means a person advancing loan to a holder of agricultural land, whether registered under the Madhya Pradesh Moneylenders Act, 1934 (No. 13 of 1934 of Act;

(0 'prohibited transaction of loan' means a transaction in which a lender of money advances loan to a holder of agricultural land against security of his interest in land, whether, at the time of advancing the loan or at any time thereafter during the currency of the loan in any of the following modes, namely:-'

The 'modes' above referred, itemised (i) to (iv) include, inter alia, agreement to sell land with or without delivery of possession and outright sale of land with or without delivery of land accompanied by separate agreement to resell it. Sub-Clause (v) of Clause (f) being the residuary 'mode', deserves to be quoted :

'(v) Transaction in any modes other than those specified in Clauses (i) to (iv) (is) affecting interest in land including fraudulent transaction designed to defeat the provisions of any law regulating money lending or interest, for the time being in force, and includes all those transactions in which a lender of money has after the appointed day but on or before the date of publication of this Act in the Gazette, obtained possession of land of the holder of agricultural land through court or by force or otherwise or obtained a decree for such possession towards satisfaction of loan:'

4. The benefit envisaged under the Adhiniyam is indeed limited to the specified class of persons called 'holder of agricultural land' and that is defined in Clause 2(c), which we quote:

'(c) 'holder of agricultural land' in the weaker sections of the people means a holder of land used for purposes of agriculture not proceeding eight hestares of unirrigated land or four hectares of unirrigated land within the State whether as a Bhumiswami or an occupancy tenant or a Government lessee either, in any one or all of the capacities together within the meaning of the Code.'

5. We may profitably sum up succinctly some of the other important provisions of the Adhiniyam. By Section 3, overriding effect is given to its provisions, Section 4 declares that 'protection and relief' shall be available in respect of prohibited transactions of loan in the manner prescribed in the Act. Section 5 contemplates application for relief to be made to Sub-Divisional Officer by holder of agricultural land who is a party to the prohibited transaction. Enquiry by S.D.O. is contemplated on that application under Section 6 of which Sub-section (4) imposes a duty on him to collect the enumerated informations. Facts to be enquired are, among others, the market value of the land at the time of the

transaction and adequacy of the amount of principal money, consideration for sale in the content of the market value, the extent of urgency for the loan and availability of other sources and whether the 'lender of money' is registered or not.

6. Section 7 authorises the S.D.O. to pass such orders as are specified after the enquiry is completed by affording opportunity to all interested parties to present their cases. He may dismiss the application if, according to Clause (i) of Section 7(1), the transaction of loan is not a 'prohibited transaction of loan' but as per Sub-Clause (ii) when he finds that 'the transaction of loan, in substance, is a prohibited transaction of loan' he is mandated to declare the transaction void. An order setting aside the transfer and restoration of possession of land to the holder/ applicant has to be passed in that case and where it is not feasible to restore possession, an order directing the lender of money to pay the difference of price determined by him under Sub-section (2) has to be made. The right of the lender of money to recover the loan advanced following 'due process of law' within a period of three months from the date of final declaration as void of the prohibited transaction of loan is expressly saved under proviso to Subsection (1) of Section 7. Sub-section (4) attracts the provisions of Section 248 of the M. P. Land Revenue Code, 1959, if the lender of money fails to deliver possession of the land. He is deemed accordingly to be in unauthorised possession of Government land and evictable thereunder. Sub-section (5) inflicts on him a similar penalty in the event of the failure to pay the difference of price determined under Sub-section (4) by making the same recoverable as arrears of land revenue for payment thereof to be made to the holder of agricultural land.

7. Section 12(l) provides that no lender of money shall enter into a prohibited transaction of loan with a holder of agricultural land after the publication of the Act; Sub-section (2)' contemplates that any transaction entered into in contravention of Sub-section (1) 'shall be absolutely null and void and no Court shall entertain any application or suit to enforce any claim of lender of money arising out of prohibited transaction of loan'. The transfer of land, which is subject-matter of prohibited transaction of loan is rendered null and void by Section 15.

8. Before referring to the decisions cited, we extract also the long title and part of the preamble of the Adhiniyam. That has served as foundation for the decision in Bodhanlal's case, 1989 Jab LJ 245. It runs:

'An Act to better economic condition of holders of agricultural land in the weaker sections of the people by providing further relief from agricultural indebtedness by nullifying the land grabbing decisions resorted to in many a form by lenders of money while and after extending credit to them and matters connected therewith.

Whereas a holder of agricultural land in the weaker sections of the people is quite often compelled to seek loan from private money lending agencies to meet his various obligations of urgent nature;

And whereas such private agencies seldom if ever advance loan to him without security of land, his only wherewithal;.....'.

In Bodhanlal, challenge to the orders passed by the S.D.C. and Collector in the proceedings under the Adhiniyam were upheld and their orders were quashed. For that view, the Court reached the finding that petitioner was not a money-lender by profession; he was a teacher who was not carrying on money-lending business. It was held that the petitioner was not a person 'advancing loan to the holder of agricultural land'. Much emphasis was laid on the term 'advancing' evidently for the reasons that the term is used in afore-extracted Clauses (d) and (f). At para 5 of the judgment, after extracting the preamble use of the expression therein, 'private money-lending agencies' was found to provide a reliance aid or 'key' to the meaning of the words 'advance' or 'advancing', and importance was attached in particular to the expression 'Udhar Dene Walon Ke' as that formed a part of the short title. It was held, 'stray transaction of advancing of loan by any person even to holder of an agricultural land belonging to weaker section of the society was never in contemplation and was not intended to be benefited by the various provisions of the Act'. Support for the view was sought from another Division Bench decision of this Court, Narmada Shankar, 1985 Jab LJ 437 :

(AIR 1985 Madh Pra 115), for interpretation of the term 'lender of money'. At para 3, it was observed, however, as follows: 'The phrase 'advancing loan' necessarily

implies a process of advancement of loan as opposed to stray transaction of loan. It is true that a person advancing loan shall be a lender of money for the purpose of Section 2(d) of the Act even if he is not registered as a money lender under the M. P. Money Lenders Act, 1934. That, however, does not seem that who is not so registered under the Money Lenders Act but makes stray advances of loan to holder of agricultural land becomes a lender of money'.

9. The decision in *Narmada Shankar*, (AIR 1985 Madh Pra 115) (supra), truly speaking, rests on the finding and conclusion that the respondent, who had been relieved under that Act, by the S.D.C. and Collector, was not a person belonging to 'weaker section of the people' and that requirement had to be fulfilled because that was an integral part of the definition of 'holder of agricultural land'. Respondent was found to be 'economically sound' and, therefore, held not entitled to the benefit of the provisions of the Adhiniyam. At para 12, the Court observed -- 'A stray transaction would not come within the provisions of the Act unless and until it is proved that person who had lent money is a moneylender'. It was also observed that the relief under the Act is to be granted to such persons as belong to the category of 'Samaj Ke Kamjor Varga' to relieve them 'From agricultural indebtedness from the clutches of those persons who want to grab the land by resorting to other means....'

10. Another Division Bench, in *Ram Lakhan*, 1985 Jab LJ 696 : (AIR 1985 Madh Pra 184), reached, however, the opposite result by dismissing the petition and upholding orders passed in favour of the respondent/ holder of the agricultural land. At para 5, there is a short discussion giving the reasons for the conclusion reached. It was found established on facts that the petitioner was a money-lender. Although *Chhedilal's* case, 1984 Jab LJ 206 : (AIR 1984 Madh Pra 94), was referred to, in that case the vires of the Adhiniyam was unsuccessfully challenged. Therefore, neither *Chhatilal*, nor *Ram La-khan*, are of any assistance in resolving the controversy surfaced in this matter.

11. What stares us in the face is the plain language of the definition clauses and that glare is too pronounced to be ignored. Clause (f) of Section 2 speaks of a single transaction of loan and there is nothing to be read therein the suggest that

the loan must be spread over a period or must be made up of several transactions made on different dates. The phrase 'advancing loan' was regarded as implying a 'process' of advancing of loan as opposed to stay transaction of loan, but for that view, there is little evidence in Legislature's intention expressed in plain language of definition of the terms 'lender of money' and 'prohibited transaction of loan'. The word 'advance' is verb; and also verbal noun. The suffixing 'ing' indicates its gerundial form; but it also indicates use of the verb in the present imperfect tense and the suffix serving as a participle. In Webster's New World Dictionary (2nd-College Edition, 1980), meaning of the words 'advance', used as a noun, is given as a 'loan', among other meanings. As intransitive verb, the word is said to mean, among others, 'to forward; move ahead etc.' When used as a transitive verb, such as, 'advance' or 'advancing', it is said to mean, among others, 'to pay (money) before due'; 'to lend'. In the same dictionary, the meaning of gerund is given as 'a verbal noun ending in -- 'ing', that has all the user of the noun, but retains certain characteristics of the verb such as to take an object'.

12. The idiomatic use of words 'advances' and 'advancing' in relaxation to the noun 'loan' is obviously inspired by the use of these expressions in M. P. Money-lenders Act, 1934. Clause (d) expressly refers to that enactment. Two terms, 'money-lender' and 'loan', are defined in clauses (v) and (vii) respectively of Section 2 of that Act. A person who, 'in the regular course of business advances loan as defined in the Act' is regarded as a money-lender; and only 'an actual advance made' excluding, among others, a loan advanced by a bank, co-operative government etc. is defined as 'loan'.

Reading, therefore, Section 2(d) of the Adhinyam in juxtaposition with the provisions just cited of M. P. Money-Lenders Act, we find sufficient support for the view we have expressed. Stress of petitioners' counsel, Shri J.P. Gupta, on the word 'registered', occurring in Section 2 (d), appeared to us to be misconceived. By contemplating that a 'lender of money' need not be a person registered under M.F. Money-Lenders Act, the Legislature rather meant clearly that he may be a person who may not be advancing loan in the regular course of business. Legislature intended, in our view, to bring within the purview of the Adhinyam all persons who had lent money and contracted a prohibited transaction of loan,

irrespective of the fact that he was not engaged in the business of money-lending. Sections 11A, 11B and 11F of M. P. Money-Lenders Act may be referred in this connection. For carrying on the business of money-lending in this state, it is necessary to obtain registration and default in that regard is made an offence. A legal presumption accordingly arises that any person who is engaged in 'regular business' of money-lending is duly registered under the Act to insulate himself against prosecution. A similar presumption also arises that a stray transaction of loan does not form part of 'regular business' of any person and he need not, therefore, be registered under the law. It is with this object that the Legislature has advisedly used the term 'lender of money' and in that context it has also said that the loan transaction may be made by a person who may or may not be registered as a moneylender under the Act.

13. If Clauses (d) and (f) of Section 2 of the Adhiniyam are read together and the object of the Adhiniyam is kept in view, there is no scope for any ambiguity, according to us, about the purport of the definition of the term 'tender of money'. There is no scope for imparting the concept of plurality to the 'transaction' contemplated under those provisions. A single transaction of loan between a 'holder of agricultural land' defined in Section 2(c) and 'lender of money' falls within the mischief of the Adhiniyam if the requirements of Clause (f) of Section 2 are satisfied.

It is indeed clearly projected in Sub-clause (v) of Clause (f) of Section 2 that an offensive transaction is such as results in possession of land of the holder of agricultural land being obtained 'by force or otherwise', besides possession obtained 'through Court' or through a 'decree of possession. The definition of the term 'principal money' in Section 2(e) also clearly expresses legislative intent that to a single transaction of loan even the provisions of Adhiniyam are attracted. It speaks of 'a transaction of loan' and of 'actual sum advanced by way of loan'. It does not speak of any series of transactions or of the loan being advanced of different sums or on different dates. Not a single provision in the Adhiniyam suggests even a whisper that only such loan as is made up of a series of transactions or such person who advances loans in that manner falls within the mischief of the Adhiniyam. Reliance of Shri Gupta on Section 12, M. P. General

Clauses Act, contemplating the general rule that singular includes plural and vice versa is of no relevance in this context. There is enough repugnancy in the context denying application of the general rule. It is an occasion to recall the golden rule stated by the Apex Court in *v. Raj Singh*, (1975) 1 SCC 76: (AIR 1975 SC 43), that the function of the Court is to gather the intention of the Legislature from the words used by it; 'it would not be right for the Court to attribute an intention to the Legislature, which though not justified by the language used by it accords with what the Court conceives to be reason and good sense and then bend the language of the enactment so as to carry out such presumed intention.' Authorities abound for the proposition that clear language used by the Legislature depicts really its intention and that words used are to be construed in their setting and context keeping in view the maxim *noscitur a sociis* (see *New Piece Goods Hasaar Co. v. CIT*, AIR 1950 SC 165; *Corporation of the City of Nagpur v. Its Employees*, AIR 1960 SC 675; *CIT v. Ajay Products Ltd.*, AIR 1965 SC 1358; *Arvind Mohan v. Anutya Kumar*, AIR 1974 SC 1818).

14. In a recent decision, *Utkal Contractors*, AIR 1987 SC 1454, it has been observed that no provision in the statute and no word of the statute is to be construed in isolation; 'every provision' and every word must be looked at generally before any phrase or word is attempted to be construed'. On the same lines is *Daypack System*, MR 1988 SC 782, stressing primacy of literal interpretation and grammatical construction while subordinating the rule of 'external aids'. Although the long title and the preamble are 'internal aids', there is a lot to be said about them, because if importance attached to them in *Bodhanlal* (*supra*). What has been noted profitably in *Narmada Shankar* (*supra*) has unfortunately been missed in *Bodhanlal*. The main object of the enactment and that hits positively at 'land grabbing' design or activity, has been noted in *Narmada Shankar*. It is noteworthy that the preamble speaks of 'extending credit' in juxtaposition with the expressions 'lenders of money' and 'land grabbing design'. Although in the short-title words 'Udhar Dene-walon' occur, import of those words is different.

14A. We are unable to accept the *Bodhanlal* view that those words necessarily refer to persons carrying on money-lending business. For such persons in Hindi

are described precisely by the words 'sahukar' or Sahukari ka dhanda ka walon'. Justice Shiv Dayal's Law Dictionary (English-Hindi) gives the meaning of the term 'money lender' as a Sahukar; Mahajan; Bmdana; and not 'Udhar denewalon'. There would have been some positive evidence in the short title of Legislature's intention of application of the Adhiniyam to 'money-lenders' only had those words been used. The Hindi word 'Udhar' is neutral; and simply means 'loan', as suggested by Justice Shiv Dayal's dictionary. It does not apply exclusively to any particular class of persons. For the mere fact in the preamble words 'money-lending agencies' are used, it is impossible to take the view that the Adhiniyam is meant to hit only at such agencies and not at any land grabbing activity of any other person not associated with such an agency. Reference in the preamble to the activities of 'money lending agencies' or 'private agencies advancing loan' to gullible small farmers can be explained as illustrative of the contemporaneous societal subculture. A graphic picture is drawn in the preamble of the pernicious evil of land grabbing designs and of destitution of the weaker sections.

15. At the risk of repetition, we reiterate that the Adiniyam hits directly and positively at the 'land grabbing' design or activity of any person with the object of preventing destitution of small farmers who would be depending solely for their livelihood on income derived from agricultural land which would not exceed in area 4 hectares irrigated or 8 hectares unregistered land. Section 165 of the M. P. Land Revenue Code provides valuable clue in this regard. There is a general statutory bar thereunder against mortgage by any bhumiswami of any land unless at least 6 acres of irrigated or 10 acres of unirrigated land is left with him free from incumbrance or charge'. The provisions of the Adhiniyam must be read as fulfilling that mandate.

16. As noticed in Maxwell, Twelfth Edition, at p. 6, modern statutes are not generally provided with any Preamble as that practice is constantly declining. What worth they are is examined by the House of Lords in *Att. Gen. v. H.H.H. Prince Ernest Augustus of Hanover*, (1987) 1 All ER 49: (1957) AC 436. That is cited by Shri Gupta and we extract from Lord Normand's speech in that case, a small passage:

'When there is a preamble it is generally in this recitals that the mischief to be remedied and the scope of the Act are described. It is, therefore clearly permissible to have recourse to it as an aid to construing the enacting provisions. The preamble is not, however, of the same weight as an aid to construction of a section of the Act as are other relevant enacting words to be found elsewhere in the Act or even in related Acts. There may be no exact correspondence between preamble and enactment, and the enactment may go beyond, or it may fall short of the indications that may be gathered from the preamble. Again, the preamble cannot be of much or say assistance in constructing provisions which embody qualifications or exceptions from the operation of the general purpose of the Act. It is only when it conveys a clear and definite meaning in comparison with relatively observe or indefinite enacting words that the preamble may legitimately prevail.'

The law in India is not much different. In *Tribunal Parkash Nayyar*, AIR 1970 SC 540), the Apex Court observed: 'The Courts are (thus) not expected to start with the preamble for constructing a statutory provision nor does the mere fact that a clear and unambiguous statutory provision goes beyond the preamble gives rise, by itself, to a doubt on its meaning'. Their Lordships held, 'preamble may assist in ascertaining the meaning, but it does not affect clear words in a statute.' To the same effect are other decision also of the Summit Court (See *Manbhar Lal*, AIR 1961 SC 418; *Burrakur*, AIR 1961 SC 954; *R. V. Venkataswami Naidu*, AIR 1966 SC 301 etc.)

17. Reliance placed on decisions noted in *Bodhanlal* (1989 Jab LJ 245) (supra) may be examined along with others cited by Shri Gupta, though we have read nothing in those decisions as causes dent to the view we have taken. In *Aswini Kumar*, AIR 1952 SC 369 it was observed that it was 'not a sound principle of construction to brush aside words in a statute as to be inapposite surpluses' though it was held legitimate to refer to the title of the statute as that was part of the statute stressing, however, the crucial imperative, 'it cannot override the clear meaning of the enactment'. To the same effect is the decision in *Popatlal-Shah*, AIR 1953 SC 274. In *Biswambhar Singh*, AIR 1954 SC 139, their Lordships observed, the courts are bound to construe ambiguous words in a sense which would carry out the purpose of the Act and not in a way which will travel beyond it,

Similarly, in *Manohar Lal*, AIR 1961 SC 418, it was observed, 'The long title of the Act indicated through the main purpose of enactment, but it could not control the express and operative provisions of the Act.' That preamble was a 'key to opening the minds of the makers of the Act and the mischief which they intended to redress' was stated in *Bhola Prasad*, AIR 1942 PC 16, but it was also observed that resort to preamble was legitimate only in case of ambiguity. In *T.K. Musaliar*, AIR 1956 SC 246 it was observed that use of the, , preamble may be 'only for the limited purpose of ascertaining the conditions prevailing at the time which necessitated the making of the law'. See also, *State of Rajasthan v. Lila Jain* (AIR 1965 SC 1296) for a similar caution.

18. We would like to add that few inept expressions used in the preamble in the Adhiniyam must not be allowed to cloud our vision to such extent as would defeat legislative intent and render the Adhiniyam's purpose illusory. We must remind ourselves of our duty of which Krishna Iyer, J. spoke in *C.J. Vaswani*, AIR 1975 SC 2473 that the courts have to reach conclusions 'by importing a 'contest-purpose' teleological approach'. As stated by his Lordship, there may be many canons of statutory interpretation, but the 'golden rule is that there are no golden rules. This approach has been reiterated by Shetty, J. recently in *Kehar Singh's case*, AIR 1988 SC 1883 saying that 'golden rules' have been given a go-bye by courts in recent years to accord primacy to purposive interpretation. The Judge's task has become onerous and he is supposed to work out a reasonable and rational rule of practical application to match the situation.

19. Money-lending per se is neither mischievous nor pernicious. We do not agree with Shri Gupta that the object of Adhiniyam is to hit only Shylocks amongst moneylenders. True, for the farmer his land is his heart and that will bleed if he is deprived of his meagre holding supplying him his bread. But, threat of such deprivation need not and does not necessarily come from money-lenders only. Shri Gupta's apprehension in that regard appears to us to be hallow. Indeed, M.'P. Money Lenders Act itself is a threat to the money-lenders indulging in anti-adhiniyam activities. What is clear, therefore, is that mischief which the Adhiniyam seeks to remedy is not of the making of the moneylenders only consisting of only their acts or activities but that mischief consists of offensive activities, undertaken

by any person whosoever he may be if any marginal farmer(generally speaking) faces risk of destitution as a result of the 'design'. If that view is not taken it may be possible for money-lenders to set up a grievance based on infraction of Article 14 of the Constitution. Legislature must be deemed to include in the term 'lender of money' not only persons engaged in money-lending business but also others as the target is 'prohibited transaction of loss' which the Adhiniyam annuls by whosoever made. We do not also think, as contended by Shri Gupta, that public interest shall suffer if a single transaction of loan is regarded as an offensive activity because that will discourage potential benefactors acting altruistically. Angels always tread warily on 'forbidden path. Mischief is- PeviPs deliberate act, often designed with sinister bearings.

20. It was urged by Shri Gupta that Adhiniyam was not attracted to a single loan transaction and he also urged in the alternative that the person hit by the Adhiniyam is that who is engaged in the business of money-lending. For reasons aforesaid, we have found no merit in them but one of his contentions survives consideration. He has submitted that plaintiffs like the instant petitioners suffers discrimination under Section 12 as prohibited transactions of loan taking place prior to the Adhiniyam are not saved by the prisiso to Section 7(1). That grievance is wholly misconceived.. The Adhiniyam has declared the 'public policy' in regard to transactions in question by defining the term 'prohibited trnsactions of loan'. Legislature has also prohibited prospectively such transactions. Such contracts would, therefore, be unenforceable under Section 23 of the Contract Act. No 'lender of money' can complain discrimination and invoke Article 14 of the Constitution in regard to transactions completed by him in violation of Section 12 read with Section 2(f) of the Adhiniyam.

21. To sum up and answer the Reference, we conclude as follows:

(a) The law laid down in Narmada Shankar (AIR 1985 Madh Pra 115) (supra) and Bodhnlal (1989 Jab LJ 245) (supra) that a solitary transaction of loan does not attract the provisions of Adhiniyam is not good law. (b) Definition of the term 'lender of money'in Section 2(b) of the Adhiniyam embraces within its ambit such persons also who are not by profession or vacation money-lenders and are not

engaged in the business of money-lending. They would not be exempted from the provisions of the Adhiniyam if they had, advanced loan to the 'holder of agricultural land' defined in Section 2(c) of the Adhiniyam in a single and solitary transaction if that transaction comes within the mischief of Section 2(f) of the Adhiniyam.

22. Let the records be now placed before the Referring Bench for further hearing of the petition for final disposal.

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