

In Re: Ellan and anr.

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Court : Chennai

Decided On : Sep-04-1923

Reported in : AIR1924Mad351; (1923)45MLJ842

Appellant : In Re: Ellan and anr.

Judgement :

ORDER

Krishnan, J.

1. This is a reference by the District Magistrate of North Arcot recommending that the order passed by the second class Magistrate of Gudiyatham in C.C. No. 230 of 1923 under the Workmen's Breach of Contract Act should be set aside. The District Magistrate considers that the agreement which the second class Magistrate has enforced in this case is 'but a cloak for slavery.' The agreement was for a sum of Rs. 160 due by the accused, father and son, to the complainant and they agreed to work in his cocoanut tope for a period of one year and subsequently to repay any money that may be found still due by them to him at the end of the year. They were to be paid Rs. 6 per month out of which Rs. 2 a month were to be taken towards this debt, Rs. 4 being paid to them in cash. This working in the tope was to continue for only a year, and there is no obligation under the agreement to work in the tope thereafter; and the bond then converted itself into a simple money debt bond. I am unable to see anything unfair in this arrangement, or anything which would amount in the remotest degree to what may be called

slavery. Here are two people who have no credit whatever, entrusted with a sum of Rs. 160 the only arrangement being that they were to pay off Rs. 2 every month by working in the complainant's tope for a year; afterwards it was apparently arranged that the complainant was to take such steps as he may be advised to recover any balance due from them, by suit or otherwise. There does not seem much prospect of the complainant getting back the balance from these two people after the year is over. However that may be, the second class Magistrate has merely directed the two accused to work for the period of six months, the balance of the period of one year after deducting the period for which they had already worked in the tope. The order does not say that they should work in the tope any longer than they agreed to; the recovery of the balance that may be found due at the end of the year was to be by a suit. I do not think this is a case for the application of Section 2 of the Act. I regret therefore that I am unable to accept the recommendation of the District Magistrate. The records will be returned.

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