In Re: Uduman Taraganar

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SooperKanoon Citation : sooperkanoon.com/790239

Court : Chennai

Decided On : Feb-10-1944

Reported in : AIR1944Mad451

Appellant : In Re: Uduman Taraganar

Judgement :
ORDER

Kuppuswami Ayyar, J.

1. The petitioner has been convicted by the Additional First Class Magistrate of Tinnevelly for an offence punishable under Rule 81 (4) of the Defence of India Rules and sentenced to pay a fine Rs. 200. The charge against him was that he stored 31 1/2 bags of rice (each bag containing 45 measures weighing two maunds). This was noticed by the Commercial Tax Officer when he visited the petitioner's shop on 21st March 1948. The accused admitted the storage and pleaded guilty. The Magistrate found that the storage was made for sale, that the quantity stored exceeded twenty maunds and hence found him guilty and sentenced him as stated above. On appeal the learned Sessions Judge of Tinnevelly reduced the sentence to a fine of Rs. 50 and confirmed the conviction. It is now urged before me that the words 'storage for sale in wholesale quantities' were not defined in the rules as they stood on the date of the offence and that Rule 3 [This probably refers to Clause 3 of the Food-Grains Control Order, 1942 Editor.] of the Notification prohibited only storage for sale in wholesale quantities

and not storage in wholesale quantities for purposes of sale. It is true that the expression 'storage for sale in wholesale quantities' has been subsequently defined as meaning storage for purposes of sale, whether the sale is in wholesale quantities or in retail. But then in Rule 3 as it stood on the date of occurrence, after the word 'purchase' there was a comma, after 'sale' a second comma, after 'or storage for sale' a third comma and then came the words 'in wholesale quantities' indicating thereby that that phrase governed the words purchase, sale and storage. Therefore it was the storage in wholesale quantities for purposes of sale that was prohibited. It is true the expression 'wholesale quantities' was not separately defined. But then the words 'sale in wholesale quantities' as well as 'purchase in wholesale quantities' have been defined, and these clearly indicate that by 'wholesale quantities' was meant 'more than twenty maunds.' Admittedly the petitioner stored more than twenty maunds and there was therefore a storage in wholesale quantities, and since the storage was for sale the petitioner was guilty. My attention is drawn to a ruling of my learned brother Horwill J. in Crim. App. No. 934 of 1943 in which it was observed that it was only storage for purposes of fulfilling the terms of a contract entered into beforehand for sale in wholesale quantities that should be considered to have been constituted an offence. In other words the rule was construed as meaning that it is only in cases where a person stores food-grains for the purpose of fulfilling a contract entered into beforehand for sale of foodgrains in excess of twenty maunds that it could be said that an offence had been committed under the rules. With great respect to my learned brother, I do not think it is only storage in connexion with a contract entered into before the storage that was prohibited. The rule runs thus:

No person shall engage in any undertaking which involves the purchase or sale or storage for sale in wholesale quantities of any foodgrains except under and in accordance with the licence issued. . . .

An undertaking might be a unilateral act. The word 'undertaking' means 'an enterprise' and the enterprise in this case is that of a trader. If a person undertakes to trade and if he stores foodgrains in wholesale quantities for sale in future under contracts to be entered into in the future, he will still be guilty of the offence punishable under Rule 3. I therefore find that the petitioner was rightly convicted

for the offence with which he was charged, and the sentence as reduced by the learned Sessions Judge cannot be said to be excessive. The petition is dismissed.