

But whilst the preamble of an Act may be consulted whenever the enacting part is open to doubt, it cannot either restrict or extend the enacting part when the latter is free from doubt. (See Maxwell on the Interpretation of Statutes, pp. 35-39.) In our opinion, the language of the Act is perfectly plain. Although the main object of the Act was no doubt to relieve the agricultural classes, the enactment clearly extends the relief given to all classes under certain conditions. As Mr. Justice West says in *Tulsidas Dhunjee v. Virbussappa*(1), "the special provisions of s.3, cl. (b), with cls. (w) and (x), as distinguished from cls. (y) and (z), plainly extend to all classes, not only to agriculturists, provided the given conditions be satisfied." Those conditions are that the [390] suits in question must be in amount of claim under Rs. 500 or Rs. 100 according to the class of Court in which they are instituted, and must have arisen in the districts to which the Act applies. These conditions are fulfilled by the suit before us, which was brought before the First Class Subordinate Judge of Satara for the sum of Rs. 50 as money spent by plaintiff, who lives near Satara, for defendant's behalf who lives at the same place. Thus it clearly comes within (w) of the (b) division of s. 3, and is "a suit for the recovery of money due to the plaintiff on account of money paid for the defendant." As the language of the section is perfectly free from ambiguity, we are bound by its plain meaning, and the argument that its meaning is a departure from the spirit of the Act must be addressed to the Legislature and not to this Court, whose sole duty is to expound the law as it stands according to the plain sense of its words. We must, therefore, hold in favour of the jurisdiction impugned, and we see no reason to interfere with the discretion of the Special Judge as exercised under s. 53 in this particular case. Rule discharged with costs.

Rule discharged.

14 B. 390.

APPELLATE CIVIL.

Before Sir Charles Sargent, Kt., Chief Justice, and Mr. Justice Telang.

SHRIPATRAV AND ANOTHER (*Original Defendants*), *Appellants v.*
GOVIND NARAYAN (*Respondent*).* [12th December, 1889.]

Civil Procedure Code (Act XIV of 1882) s. 257-A—Adjustment of a decree barred by limitation—Sanction not necessary—Contract Act, IX of 1872, s. 25, cl. 3.

The plaintiff's father had in his lifetime obtained a decree against the first defendant and two other persons. This decree having been partly satisfied, the first defendant and his son, who was no party to the decree, executed a bond for the amount still remaining due. At the date of this bond the decree was barred by limitation. No sanction for the bond was obtained under s. 257 A of the Civil Procedure Code. The adjustment was secured under s. 253. The plaintiff now sued upon the bond. On reference to the High Court,

Held, that the bond did not require the sanction of the Court under s. 257 A of the Civil Procedure Code (Act XIV of 1882). That section relates to judgment-debts which are still enforceable.

[391] *Held*, also, that judgment-debt is a debt within the contemplation of s. 25, cl. (3) of the Contract Act, IX of 1872.

[R., 26 A. 36=23 A.W.N 179.]

* Civil Reference No. 15 of 1889.

(1) 4 B. 624 (628).

1889
DEC. 12.

APPEL-
LATE
CIVIL.
14 B. 390.

REFERENCE from R. S. Tipnis, Esq., Acting District Judge, Ratnagiri, under s. 617 of the Civil Procedure Code (Act XIV of 1882).

The reference stated the facts as follows :—

"The plaintiff sued to recover Rs. 465 due upon a bond. He was a minor, and was represented by his guardians and mother both in the bond and in the suit. The consideration for the bond was a part of the debt due upon a decree in favour of plaintiff's father, now deceased. The defendant No. 1 was one of three judgment-debtors in the decree, and defendant No. 2 was his son, but was no party to the decree. He joined his father in executing the bond. The decree was found to have become time-barred at the date of the bond now sued upon. No sanction was sought for or obtained for the bond under s. 257-A of the Civil Procedure Code (XIV of 1882). The adjustment was recorded by order of the High Court under s. 258."

The District Judge referred the following questions to the High Court for decision :—

1. "Whether any sanction was necessary under s. 257A of the Code of Civil Procedure for the execution by defendant No. 1 of the bond passed in satisfaction of debt due upon a time-barred decree ?
2. "Whether the bond was void for want of this sanction ?
3. "If not, whether the time-barred judgment-debt was good consideration for the bond under s. 25, cl. 3, of the Indian Contract Act ?"

The opinion of the District Judge on questions Nos. 1 and 2 was in the negative and on No. 3 in the affirmative.

Mahadev Chimmaji Apte, for the defendant :—The bond is void ; and the defendants are not liable. The bond was in satisfaction of a decree, and, as such, required the sanction of the Court under s. 257 A. That section speaks of debts generally. Sanction is necessary, although the debt adjusted is barred. The debt [392] here being barred at the date of the bond, the bond for it cannot be treated as one for a good consideration.

Vasudev Gopal Bhandarkar, for the plaintiff :—The bond is valid, although no sanction was obtained. Section 257A of the Civil Procedure Code applies only to decrees which are capable of execution at the time at which they are adjusted, and not to those that are barred. The unsatisfied debt, although barred, was a good consideration for the bond. The word "debt" in s. 25 of the Contract Act, IX of 1872, cl. 3, includes a judgment-debt—*Billings v. The Uncovenanted Service Bank* (1) ; *Heera Lall Mookhopadhya v. Dhunput Singh* (2).

JUDGMENT.

SARGENT, C. J.—We think that the bond did not require the sanction of the Court under s. 257A of the Civil Procedure Code, as that section must be deemed to relate to judgment-debts which are still enforceable. We agree with the ruling in *Billings v. The Uncovenanted Service Bank* (1) and *Heera Lall Mookhopadhya v. Dhunput Singh* (2) that a judgment-debt is a debt within the contemplation of s. 25 (cl. 3) of the Contract Act.

(1) 3 A. 781.

(2) 4 C. 500.