

RULE OF LITERAL INTERPRETATION

1) APPLICABILITY:

- words → clear
- language → plain
- literal meaning → clear & unambiguous.
- words → according to grammar.
- when only 1 meaning is possible.

2) MEANING:

- words interpreted acc. to natural, ~~plain~~ ordinary meaning
- if words is of daily use, then popular meaning
- if words require technical meaning, then technical meaning
- if words used in trade, then according to trade
- phrases & sentences according to rules of grammar.
- every word is to be given a meaning, no addition & no omission

3) LIMITATION:

- when more than 1 meaning is possible
- intention of law ignored.
- language not able to cover each & every situation

4) NON-APPLICABILITY:

- words → ambiguous (Beneficial construction) ↗ double meaning.
- meaning → absurd, ~~anomaly~~ anomaly (reasonable construction)
- literal meaning → defeat the purpose of act
- if words ^{or object.} are interpreted according to own wishes.

RULE OF REASONABLE CONSTRUCTION

1) - APPLICABILITY :

- when literal meaning is absurd.
- when rule of literal construction is not possible.

2) MEANING :

- to give fair & sensible meaning to words
- interpret acc. to purpose, object, policy of law
- to give effect to intention of law.
- if words can't be used literally, modify the meaning of words.
- consider only reasonableness, neither rigid nor flexible meaning.

3) NON APPLICABILITY :

- when words are clear
- when reasonable interpretation ~~was~~ results in absurdity, inconsistency, injustice.
- when intention of law can't be gathered precisely.

RULE OF HARMONIOUS CONSTRUCTION

1) APPLICABILITY:

- when there is a conflict b/w 2 or more provisions
 - within a section
 - b/w 2 or more sections of a statute. or
 - b/w 2 or more sections of different statute.

2) MEANING:

- to reconcile conflicting provisions
- to give effect to all inconsistent provisions.
- if it is not possible to give ^{full} effect to all conflicting provisions, then they should be so interpreted that effect is given to all of them.

3) ACTION TAKEN IF IMPOSSIBLE TO HARMONISE

- if one ~~section~~ provision over-rides another → former prevails.
- if one provision is subject to another → latter prevails.
- otherwise :
 - provision enacted ~~to~~ or amended later in point of time shall prevail.
 - if enacted or amended at same time, then provision appearing later in Act shall prevail.

RULE OF EJUSDEM GENERIS

1) APPLICABILITY:

5 conditions to be satisfied.

- there must be enumeration of specific words
- specific words must constitute a class or category
- specific words must not exhaust whole category
- general words must follow specific words.
- no indication of different legislative intent.

2) MEANING:

- means of 'same kind, class or species'.
- meaning of general words is ~~not~~ restricted. General words must be interpreted with reference to specific words.

3) Example:

- dogs, cat, cows etc → these are specific words. → it is a general word, hence, lions, tiger are not covered in this etc.
- arms, ammunitions & other goods → general word, other goods ~~does not~~ means in relation to arms & ammunitions.

4) NON APPLICABILITY:

- court has the discretion to apply this rule or not.
- to be applied with caution because it implies a departure from natural meaning.

RULE OF EXCEPTIONAL CONSTRUCTION

1) USE OF WORD MAY:

It is a directory force. But sometimes the word may has been used as a matter of pure conventional courtesy. To use the word 'may', we have to see the context in which it is used.

'May' word has a mandatory force if -

- discretion coupled with duty.
- remedy will be advanced & mischief will be suppressed.
- directory force will -
 - defeat the purpose^{object} of the act.
 - cause material danger to public
 - results in denial to benefit of public.

2) USE OF WORD SHALL:

It is a mandatory force. To use the word 'shall' we have to see the content in which it is used.

word 'shall' has a directory force if:

- used against the govt.
- intention of legislature demands so.
- mandatory force results in absurd results.

Hence, a provision in a criminal ~~statute~~ statute that offender 'shall' be punishable as ~~per~~ prescribed in statute does not mean that govt. starts prosecution under that provision without giving effect to other applicable statute.

3) DISTINCTION BETWEEN:

<u>MANDATORY PROVISION</u>	<u>DIRECTORY PROVISION</u>
1) Strict compliance.	Substantial compliance
2) Non compliance results in invalidity.	Non compliance doesn't results in invalidity.

4) FACTORS DETERMINING WHETHER A PROVISION IS A DIRECTORY OR MANDATORY.

- 1) Nature & design of statute
- 2) consequences if interpreted in other way.
- 3) impact of other provisions & determine whether there is any need to comply with provisions in questions
- 4) whether penalty is provided for non compliance of provisions
- 5) If not complied, whether consequences are trivial or serious.
- 6) whether object of law is defeated or furthered.

If penalty is provided for non-compliance of a provision, then it shall have to be given a mandatory force.

RULE OF BENEFICIAL CONSTRUCTION

1) APPLICABILITY:

- words → ambiguous
- literal interpretation fails.

2) CONSIDER 4 points :-

- what was the law before making the Act.?
- what was the mischief or defect ~~for~~ ^{for which} law didn't provide?
- what ~~was~~ is the remedy provided?
- what is the reason for remedy.

3) Then adopt the interpretation which :-

- shall suppress the mischief
and
- advance the remedy.

4) If usual meaning is falling short, then intended meaning may be provided, but it should not be absurd.

5) If the object is for public safety, then interpretation must be given to fulfill that object.

6) For Example: In case of Workmen's Compensation Act, the main object is to provide compensation to employees, therefore interpretation must be given to that object.

7) NON APPLICABILITY:

- when words are clear
- no ambiguity
- to Fiscal Statute, like Income tax Act.

INTERNAL AIDS OF INTERPRETATION

1) TITLE:

a) Short Title:

- use for identification of law & convenience.
- cannot be used for interpretation.

b) Long Title:

- describes the law
- part of the act
- defines scope & objective of law
- cannot be used when words are clear.

2) PREAMBLE:

- when ambiguity → it can be used.
- it defines object & scope of act.
- what was the reason behind the law
- what was the remedy provided.
- it cannot override the provisions of law
- it cannot be used when words are clear & there is no ambiguity.

3) HEADING:

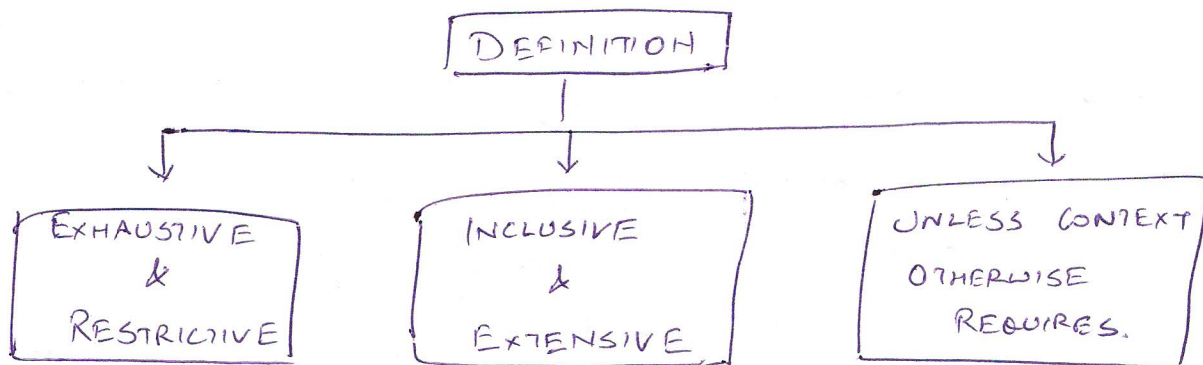
- if ambiguity → it can be used
- it helps to supplement the provisions.
- it cannot be used when words are clear
- heading cannot override the provisions of law
- heading to one group of sections cannot be used for interpretation of ~~and~~ another group.

4) MARGINAL NOTES / SIDE NOTE.

- It cannot be used for interpretation (generally)
- But, if marginal notes prepared by constitution, then it can be used for interpretation.

5) DEFINITIONS:

- It is a key to interpretation
- If a word is defined in law, that word must be given the same meaning throughout the act.
- But ~~if~~ if contradictory ^{content} is there, it can be given different meaning.



- If definition starts with 'It means', then ~~was~~ it is an exhaustive & restrictive definition, no other meaning can be given to the word.
 - If definition starts with 'It includes', then it is inclusive & extensive definition. Intended meaning can be given to the word.
 - If definition starts with 'unless context otherwise requires', It means that the words can be given a different meaning if restrictive / extensive meaning causes absurdity.
- 'means & includes' is also an exhaustive & restrictive definition.

6) PROVISO :

- Key to interpretation.
- It can be added to :—
 - make an exception to main provision.
 - ~~to~~ impose conditions to main provision.
 - make substantive provision
 - give an explanation or clarification.
- Its scope is limited to the matters covered in the main section.

7) ILLUSTRATIONS :

- Relevant & valuable in interpretation.
- clarify the application of provision.
- cannot modify the language of section.
- neither restrict nor expand the ambit of section.
- if conflict arises b/w section & illustration, then section prevails.

8) SCHEDULE :

- helps in interpretation
- part of statute.
- explains details of the law.
- schedule & statute must be read together.
- if conflict arises b/w the two, then apply harmonious const.
- If conflict cannot be resolved, statute will prevail over schedule.

9) EXPLANATION :

- used to explain the provision
- used to include or exclude from the provision
- helps to remove ambiguity
- fulfil the dominant purpose of provision
- act as a facilitator to a provision -
- however, it cannot ~~the~~ override the main provision.

DISTINGUISH B/W :

NOTWITHSTANDING

- a) when provision contained ~~the~~ the words 'notwithstanding anything contained', then, it is called non-obstante clause
- b) It means to give an over-riding effect to one provision over :-
 - one or more provisions of the act.
 - one or more provisions of other act.
- c) A provision containing the words ~~notwithstanding~~ notwithstanding shall prevail over latter provision.

SUBJECT TO

- a) when a provision contained words subject to, it means that such provision is subject to the provisions of
 - one or more provision of the act
 - one or more provisions of other acts.
- b) A provision contained the words subject to another provision shall not apply if it is inconsistent with latter provision.
- c) It is opposite to the provision containing the word notwithstanding.

RULE OF INTERPRETATION OF DEEDS & DOCUMENTS

1) INTERPRET AS A REASONABLE MAN

- Document should be interpreted as a reasonable man who have the knowledge of circumstances in which the document is made & its scope & purpose.

2) GOLDEN RULE:

- ascertain the intention of parties after reading all the words in their ordinary meaning.
- Read the document as whole.
- Consider the circumstances in which words are used
- consider the status & training of parties - A word ~~may~~ be used by ~~an~~ ordinary person in ordinary sense may be used by trained person in special sense.

3) UNIFORMITY IN MEANING:

- There should be uniformity in the meaning of same words repeated in the document unless context requires so.

4) NO REFERENCE TO OTHER DOCUMENT:

It is not advisable to interpret the document by reference to other document.

5) RESOLVING CONFLICTS:

- If there is a conflict b/w 2 or more clauses, then resolve the conflict by using rule of Harmonious construction.
- If it is not resolved, then earlier clause shall prevail over latter.