

**Title :- ‘Literal Rule : A Tool for Statutory Interpretation’**

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# LITERAL RULE: A TOOL FOR STATUTORY INTERPRETATION

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## INTRODUCTION

A "Statute" is the will of the sovereign legislature according to which the governments function. The executive must act and the judiciary in the course of administration of justice must apply the law as laid down by the said legislative will. Very often occasions will arise where the courts will be called upon to interpret the words, phrases and expressions used in the statute. In the course of such interpretation, the Courts have, over the centuries, laid down certain guidelines which have come to be known as "Rules of Interpretation of Statutes".<sup>1</sup>

More often than not the Statutes contain "Statement of Objects and Reasons" and also a "Preamble" both of which provide guidelines for Interpreting the true meaning of the words and expressions used in the Statute.<sup>2</sup>

"By interpretation or construction is meant", says Salmond: "the process by which the court seek to ascertain the meaning of the legislature through the medium of authoritative forms in which it is expressed".<sup>3</sup>

Interpretation is the method by which the true sense or the meaning of the word is understood.<sup>4</sup> The meaning of an ordinary word of the English language is not a question of law. The proper construction of statute is a question of law.<sup>5</sup> The process by which a judge (or indeed any person, lawyer or layman, who has occasion to search for the meaning of a statute) constructs from the words of a statute book, a meaning which he either believes to be that of the legislature, or which he proposes to attribute to it, is called 'interpretation'.<sup>6</sup> The operation of statute, is not automatic, and can never be so. Like all legal rules, it has to operate through application- in other words, through the interpretation of the courts. The art of interpretation is the 'art of proliferating a purpose'. The interpretation of statutes is a science by itself. A statute is an edict of the

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<sup>1</sup> Aiyer P Ramnathan, LAW LEXICON, p.1134 (2<sup>nd</sup> ed., 2002).

<sup>2</sup> *Id.*

<sup>3</sup> P J Fitzgerald, SALMOND ON JURISPRUDENCE, p.153 (12<sup>th</sup> ed., 2008).

<sup>4</sup> *State of Jammu and Kashmir v. Thakur Ganga Singh* [1960] 2 SCR 346, 351.

<sup>5</sup> *Brutus v. Cozens*, (1972) 3 WLR 521, 525 (HL).

<sup>6</sup> Salmond, INTERPRETATION OF STATUTES, p.152 (11<sup>th</sup> ed.).

legislature and the way of interpreting or construing it is to seek the intention of its maker.<sup>7</sup> A legislative provision is to be construed according to the intent of author that makes it.<sup>8</sup>

It has been said that there is a distinction between the expressions: Construction and Interpretation. As explained by Cooley: “Interpretation differs from Construction in that the former is the art of finding out the true sense of any form of words; that is, the sense which their author intended to convey; and of enabling others to derive from them the same idea which the author intended to convey. Construction, on the other hand, is the drawing of conclusions, respecting subjects that lie beyond the direct expression of the text from elements known from the letter of the law.”<sup>9</sup> However, in common usage, interpretation and construction are usually understood as having the same significance”.<sup>10</sup>

Interpretation is of two kinds- grammatical and logical. Grammatical interpretation is arrived at by the reference to the laws of speech to the words used in the statute; in other words, it regards only the verbal expression of the legislature. Logical interpretation gives effect to the intention of the legislature by taking into account other circumstances permissible according to the rules settled in this behalf.<sup>11</sup>

There are three major rules of interpretation of statutes. They are:

- Literal Rule
- Golden Rule
- Mischief Rule

*Literal Interpretation* of a statute is finding out the true sense by making the statute its own expositor.<sup>12</sup>

<sup>7</sup> Amita Dhanda & M N Rao, N S BINDRA’S INTERPRETATION OF STATUTES, p.4 (10<sup>th</sup> ed., 2007).

<sup>8</sup> *District Mining Officer & Ors. v. Tata Iron and Steel Co. and Anr.* (2001) 7 SCC 358.

<sup>9</sup> Cooley, CONSTITUTIONAL LIMITATIONS, p.97 (Vol. 1).

<sup>10</sup> Justice G P Singh, PRINCIPLES OF STATUTORY INTERPRETATION, p.470-71 (11<sup>th</sup> ed., 2008).

<sup>11</sup> *supra* note 6 at p.18.

<sup>12</sup> *supra* note 1.

## **LITERAL RULE OF INTERPRETATION OF STATUTES**

### **I. MEANING**

The *Literal Rule*, also known as the *Plain-Meaning rule*, is a type of statutory construction, which dictates that statutes are to be interpreted using the ordinary meaning of the language of the statute unless a statute explicitly defines some of its terms otherwise. In other words, the law is to be read word for word and should not divert from its true meaning. It is the mechanism that underlines textualism and, to a certain extent, originalism.

To avoid ambiguity, legislatures often include "definitions" sections within a statute, which explicitly define the most important terms used in that statute. But some statutes omit a definitions section entirely, or (more commonly) fail to define a particular term. The plain meaning rule attempts to guide courts faced with litigation that turns on the meaning of a term *not* defined by the statute, or on that of a word found within a definition itself. According to the plain meaning rule, absent a contrary definition within the statute, words must be given their plain, ordinary and literal meaning.<sup>13</sup>

The first and most elementary rule of construction is that it is to be assumed that the words and phrases of technical legislation are used in their technical meaning if they have acquired one, and otherwise in their ordinary meaning, and the second is that the phrases and sentences are to be construed according to the rules of grammar.<sup>14</sup> The words of a statute must *prima facie* be given their ordinary meaning. Where the grammatical construction is clear and manifest and without doubt, that grammatical construction ought to prevail unless there be some strong and obvious reason to the contrary. When there is no ambiguity in the words, there is no room for construction. No single argument has more weight in statutory interpretation than the plain meaning of the word.<sup>15</sup>

When the language is not only plain but admits of but one meaning the task of interpretation can hardly be said to arise. The duty of court of law is simply to take the statute as it stands, and to construe its words according to their natural significance. If the words of the statute are in themselves precise and unambiguous, then no more can be necessary than to expound those

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<sup>13</sup> Available at [http://en.wikipedia.org/wiki/Plain\\_meaning\\_rule](http://en.wikipedia.org/wiki/Plain_meaning_rule) accessed on 08/08/2010.

<sup>14</sup> P. St. J. Langan, MAXWELL ON THE INTERPRETATION OF STATUTES, p.28 (12<sup>th</sup> ed., 2008).

<sup>15</sup> *supra* note 6 at p.394.

words in their natural and ordinary sense. It is an elementary principle of construction of statutes that the words have to be read in their literal sense.<sup>16</sup> The courts are enjoined to take the words as used by the legislature and too give them the meaning which naturally implies.<sup>17</sup> If the language used by the legislature is clear and unambiguous, a court of law at the present day has only to expound the words in their natural and ordinary sense; '*Verbis plane expressis amnino standum est*'.

Granted that words have certain elasticity of meaning, the general rule remains that the judges regard themselves as bound by the words of the statute when these words clearly govern the situation before the court. The words must be applied with nothing added and nothing taken away. More precisely, the general principle is that the court can neither extend the statute to a case not within its terms though perhaps within its purpose (the *casus omissus*) nor curtail it by leaving out a case that the statute literally includes, though it should have. (There is no accepted name for the latter, but it may be called the *casus male inclusus*). The literal rule is a rule against using intelligence in understanding language. Anyone who in ordinary life interpreted words literally, being indifferent to what the speaker or writer meant would be regarded as a pedant, a mischief-maker or an idiot.<sup>18</sup>

## **II. INTENTION OF THE LEGISLATURE**

The rule of construction is "to intend the legislature to have meant what they have actually expressed." The object of all interpretation is to discover the intention of the Parliament, but the intention of the Parliament must be deduced from the language used."<sup>19</sup> If the language of the statute is clear and unambiguous, the court must give effect to it and it has no right to extend its operation in order to carry out the real or supposed intention of the legislature.<sup>20</sup> It is a settled principle of interpretation that the court must proceed on the assumption that the legislature did not make a mistake and that it did what it intended to do. If the result of the interpretation of a statute by this rule is not what the legislature intended, it is for the legislature to amend the statute, rather than for the courts to attempt the necessary amendment by investing plain meaning

<sup>16</sup> *supra* note 6 at p.395.

<sup>17</sup> *Molar Mal (deceased) v. Kay Iron Works (Pvt.) Ltd.*, (2000) 4 SCC 285.

<sup>18</sup> Glanville Williams, *LEARNING THE LAW*, p.102, 103, 105 (11<sup>th</sup> ed., 2010).

<sup>19</sup> *supra* note 13 at p.28.

<sup>20</sup> *Piara Singh v. Mukla Singh*, ILR 4 Lah 325-26.

with some other than its natural meaning to produce a result which it is thought the legislature must have intended.<sup>21</sup>

If any statutory provision is capable of only one construction, then it would not be open to the court to put a different construction upon the said provision, merely because the alternative construction would lead to unreasonable or even absurd consequences.<sup>22</sup> If the words are clear, they must be applied, even though the intention of the legislator may have been different or the result is harsh or undesirable. The literal rule is what the law says instead of what the law means.<sup>23</sup>

It is elementary that the primary duty of a court is to give effect to the intention of the legislature as expressed in the words used by it and no outside consideration can be called in aid to find that intention. When the language of the law admits of no ambiguity and is very clear, it is not open to the courts to put their own gloss in order to squeeze out some meaning which is not borne out by the language of the law.<sup>24</sup>

### **III. SUBSIDIARY RULES OF LITERAL INTERPRETATION**

#### **A. NOSCITUR A SOCIIS**

The rule of construction *noscitur a sociis* as explained by Lord Macmillan means: “The meaning of the word is to be judged by the company it keeps”.<sup>25</sup> As stated by Privy Council: “it is a legitimate rule of construction to construe words in an act of Parliament with reference to the words found in immediate connection with them.”<sup>26</sup> It is a rule wider than the rule of *ejusdem generis*; rather the latter is only an application of the former. The rule has been elucidately explained by Justice Gajendragadkar in the following words: “This rule according to Maxwell<sup>27</sup> means that when two or more words which are susceptible of analogous meaning are coupled together, they are understood to be used in their cognate sense. They take as it were their colour from each other i.e. the more general is restricted to a sense analogous to a less general. “Associated words take their meaning from one another under the doctrine of *noscitur a sociis*,

<sup>21</sup> *supra* note 6 at p.403.

<sup>22</sup> *supra* note 6 at p.401.

<sup>23</sup> *supra* note 12.

<sup>24</sup> *supra* note 6 at p.396, 397.

<sup>25</sup> *supra* note 2, p.153. *Rohit Pulp and Paper Mills Ltd. v. Collector of Central Excise*, AIR 1991 SC 754.

<sup>26</sup> *Angus Robertson v. George Day*, (1879) 5 AC 63; referred to in *M.K.Ranganathan v. Govt. of Madras*, AIR 1955 SC 604; *Ahmedabad Pvt. Primary Teachers Association v. Administrative Officer*, AIR 2004 SC 1426.

<sup>27</sup> *supra* note 13, p.321.

the philosophy of which is that the meaning of the doubtful word might be ascertained by reference to the meaning of the words associated with it; such doctrine is broader than the maxim *eiusdem generis*.” In fact the latter maxim ‘is only an illustration or specific application of the broader maxim *noscitur a sociis*.’ It must be borne in mind that *noscitur a sociis*, is merely a rule of construction and it cannot prevail in cases where it is clear that the wider words have been deliberately used in order to make the scope of the defined word correspondingly wider.<sup>28</sup> It is only when the intention of the legislature in associating wider words with the words of narrower significance is doubtful, or is otherwise not clear that the present rule of construction can be usefully applied.<sup>29</sup> The rule was recently applied in construing the word ‘luxuries’ in Entry 62 of List II of the Constitution which is a term of wide denotation not free from the ambiguity.<sup>30</sup> Further the rule cannot be used to make one of the associated words wholly redundant.<sup>31</sup>

### **EXAMPLES**

While dealing with the Purchase Tax Act, which used the expression ‘manufactured beverages including fruit-juices and bottled waters and syrups etc.’, it was held that the description ‘fruit juices, as occurring therein should be construed in the context of the preceding words and the orange juice unsweetened and freshly prepared was not within the description.’<sup>32</sup>

In construing the word ‘declare’ in the phrase ‘to create, declare, assign, limit or extinguish’ as it occurs in Section 17 of the Indian Registration Act, 1908, the Privy Council held that though the word ‘declare’ was capable of bearing a wider meaning but in Section 17, being in association with other words, its meaning was restricted to connote a definite change of legal relationship as distinct from a mere statement of facts. Viscount Dunedin quoted with approval with the observations of Justice West from a Bombay case which are to the following effect: “‘Declare’ is placed along with ‘create’, ‘limit’ or ‘extinguish’ a right, title or interest and these words imply a change of legal relation to the property by the expression of will embodied in the document. I

<sup>28</sup> *supra* note 9 at p.472.

<sup>29</sup> *State of Bombay v. Hospital Mazdoor Sabha*, AIR 1960 SC 610; *Bank of India v. Vijay Transport*, AIR 1988 SC 151; *Rohit Pulp and Paper Mills v. Collector of Central Excise*, AIR 1991 SC 754.

<sup>30</sup> *Goldfrey Philips India Ltd. v. State of U.P.*, (2005) 2 SCC 515.

<sup>31</sup> *Shivram Vinyl and Chemical Industries v. Commissioner of Customs*, AIR 2001 SC 1283.

<sup>32</sup> *Commrs. v. Savoy Hotel*, (1966) 2 All ER 299.

think this is equally the case with the word ‘declare’. It implies a declaration of will, not a mere statement of facts.<sup>33</sup>

## **B. CASUS OMISSUS**

It is an application of the same principle that a matter which should have been, has not been provided for in a statute cannot be supplied by courts, as to do so will be legislation and not construction.<sup>34</sup> But there is no presumption that a *casus omissus* exists and language permitting the court should avoid creating a *casus omissus* where there is none.<sup>35</sup>

Section 71 of the U. P. Districts Boards Act, 1922, provided that a Board may dismiss its secretary by special resolution which in certain cases required sanction of Local Government, and Section 90 conferred a power to suspend the secretary ‘pending enquiry into his conduct or pending orders of any authority whose action is necessary for his dismissal’. By U.P. Act 1 of 1933, Section 71 was amended and the amended section provided that a resolution of dismissal was not to take effect till the expiry of the period of appeal or till the decision of appeal if it was so presented. No corresponding amendment was, however made in Section 90 and it was held by the Supreme Court that a suspension resolved under Section 90 to be operative till appeal against the dismissal was decided, was ultra- vires the powers of the Board.<sup>36</sup>

Section 52(3) and 68 of the Forest Act, 1927 as amended in Bihar provide for Confiscation of Vehicle used in a forest offence and do not provide for release of the vehicle on payment of fine. The vehicle could be released only when the offence is compounded and compensation money and full value of the vehicle is paid. It was therefore, not possible to read a power to levy a fine in lieu of confiscation and release the vehicle.<sup>37</sup>

The Supreme Court in *Bangalore Water Supply v. A. Rajappa*<sup>38</sup> approved the rule of construction stated by Denning, L.J. while dealing with the definition of ‘industry’ in the Industrial Disputes Act, 1947. The definition is so general and ambiguous that Chief Justice of India, J. Beg said that

<sup>33</sup> *Bageshwari Charan Singh v. Jagannath*, AIR 1932 PC 55; where observations of Justice West in *Sakharam Krishnaji v. Madan Krishnaji*, ILR 5 Bom 232 are quoted with approval.

<sup>34</sup> *Hansraj Gupta v. Dehradun Mussorie Electric Tramway Co. Ltd.*, AIR 1933 PC 63; *Dhoom Singh v. Prakash Chandra Sethi*, AIR 1975 SC 1012; *Unique Butyle Tube Industries Pvt. Ltd. v. U.P. Financial Corporation*, AIR 2003 SC 2103 (Legislative *casus omissus* cannot be supplied by judicial interpretative process).

<sup>35</sup> *Karnataka State v. Union of India*, AIR 1978 SC 68.

<sup>36</sup> *Hiradevi v. District Board, Shahjahanpur*, AIR 1952 SC 362.

<sup>37</sup> *State of Jharkhand v. Govind Singh*, AIR 2005 SC 294.

<sup>38</sup> AIR 1978 SC 548



the situation called for “some judicial heroics to cope with the difficulties raised”.<sup>39</sup> K. Iyer, J., who delivered the leading majority judgment in that case referred with approbation<sup>40</sup> the passage extracted above from the judgment of Denning, L.J. in *Seaford Court Estates Ltd. v. Asher*.<sup>41</sup>

In this connection it is pertinent to remember that although a court cannot supply a real *casus omissus* it is equally clear that it should not so interpret a statute as to create *casus omissus* when there is really none.<sup>42</sup>

### C. EJUSDEM GENERIS

When particular words pertaining to a class, category or genus are followed by general words, the general words are construed as limited to the things of the same kind as those specified.<sup>43</sup>

This rule which is known as the rule of *ejusdem generis* reflects an attempt to reconcile incompatibility between the specific and general words in view of the other rules of interpretation that all words in a statute are given effect if possible, that a statute is to be construed as a whole and that no words in a statute are presumed to be superfluous.<sup>44</sup> The rule applies when “1. the statute contains an enumeration of specific words; 2. the subjects of enumeration constitute a class or category; 3. that class or category is not exhausted by the enumeration; 4. the general terms follow the enumeration; and 5. there is no indication of a different legislative intent.”<sup>45</sup> If the subjects of enumeration belong to a broad based genus as also to a narrower genus, there is no principle that the general words should be confined to the narrower genus.<sup>46</sup>

It is essential for application of the *ejusdem generis* rule that the enumerated things before general words must constitute a category or a genus or a family which admits of a number of species or members.<sup>47</sup>

<sup>39</sup> Beg C.J.I. noticed the disapproval of the House of Lords and referred to the passages from the speeches of Law Lords.

<sup>40</sup> AIR 1978 SC 548

<sup>41</sup> (1949) 2 All E.R. 155

<sup>42</sup> *CIT v. National Taj Traders*, AIR 1980 SC 485; *Union of India v. Ranjit Kumar*.

<sup>43</sup> *State of Karnataka v. Kempaiah*, AIR 1998 SC 3047.

<sup>44</sup> *Tribhuvan Prakash Nayyar v. Union of India*, AIR 1970 SC 540; *Lokmat Newspapers Pvt. Ltd. v. Shankar Prasad*, AIR 1999 SC 2424.

<sup>45</sup> *Amar Chandra v. Collector of Excise, Tripura*, AIR 1972 SC 1863; *Grasim Industries v. Collector of Customs, Bombay*, AIR 2002 SC 1766.

<sup>46</sup> *Uttar Pradesh S.E. Board v. Harishanker*, AIR 1979 SC 65.

<sup>47</sup> *State of Bombay v. Ali Gulshan*, AIR 1955 SC 810; *Raja Bhanu Pratap Singh v. Asstt. Custodian*, AIR 1966 SC 245.

By application of this rule the words ‘any other goods’ occurring in Section 43 of the Customs (Consolidation) Act, 1876 which empowered His Majesty by order in Council to prohibit the importation of ‘arms, ammunition or gun-powder or any other goods’ were construed as referring to goods similar to ‘arms, ammunition or gun-powder.’<sup>48</sup>

In construing the words ‘a claim of set-off or other proceeding to enforce a right arising from contract’, occurring on Section 69 of the India Partnership Act, 1932, the Supreme Court refused to limit the generality of ‘other proceeding’ and apply the *ejusdem generis* rule as the preceding phrase ‘a claim of set-off’, did not constitute a genus or category.<sup>49</sup>

If the preceding words do not constitute mere specifications of a genus but constitute descriptions of a complete genus, the rule has no application. Similarly, if the preceding words and the general words in question constitute description of two categories or the general words in question in themselves constitute description of a distinct category, the rule will have no application.

The rule of *ejusdem generis* has to be applied with care and caution. It is not an inviolable rule of law, but it is only permissible interference in the absence of an indication to the contrary,<sup>50</sup> and where the context and the object and mischief of the enactment do not require restricted meaning to be attached to words of general import, it becomes the duty of the courts to give those words their plain and ordinary meaning.<sup>51</sup> A narrow construction on the basis of *ejusdem generis* rule may have to give way to broader construction to give effect to the intention of Parliament by adopting a purposive construction.<sup>52</sup>

It may also be noticed that the rule of *ejusdem generis* has, it appears, no inverse application. General words preceding the enumeration of specific instances are not governed by this rule and their import cannot be limited by any such principle.<sup>53</sup>

<sup>48</sup> *A.G. Vs Brown*, (1920) 1 KB 773.

<sup>49</sup> *Jagdish Chandra Gupta v. Kajaria Traders (India) Ltd.*, AIR 1964 SC 1882.

<sup>50</sup> *Kavalappara Kottarathil Kochuni v. State of Madras*, AIR 1960 SC 1080; *Mangalore Electricity Supply Co. Ltd. v. CIT, West Bengal*, AIR 1978 SC 1272.

<sup>51</sup> *Lilawati Bai v. State of Bombay*, AIR 1957 SC 521; *Hamdard Dawakhana v. Union of India*, (1965) 2 SCR 192.

<sup>52</sup> *Re, C(a minor)*, (1996) 4 All ER 871.

<sup>53</sup> *Canadian National Railways v. Canada Steamship Lines Ltd.*, (1945) AC 204; *Thakur Amarsinghji v. State of Rajasthan*, AIR 1955 SC 504.

#### **D. EXPRESSIO UNIUS EST EXCUSIO ALTERIUS**

The express mention of one person or thing is the exclusion of another. Where the statutory language is plain and the meaning clear, there is no scope for applying the rule.<sup>54</sup> If a given word or phrase is competent of two interpretations, the express mention of one of the possibilities on a similar context excludes the other possibility. This rule may be used to denote the aim or intention of the Legislature, although it would not be safe to regard it as an obligatory rule of law. In the words of Lopes, L.J this maxim means “a valuable servant but a dangerous master”.<sup>55</sup> Section 5 of the Transfer of Property Act, 1882 defines “transfer of property”, which means, “an act by which living persons conveys property, in present or future, to one or more other living persons or to himself in and one or more other living persons and to “transfer property” or to himself is to perform such act.” The next paragraph provides that in this section “living person” includes a company or association or body of individuals whether incorporated or not. This clearly provides that “living person” not only means an individual or human being but can also refer to a company or association or body of individuals whether incorporated or not. However, this rule may not always provide the answer to problems of construction. It is often the result of inadvertence or accident that this principle is applied and the maxim ought not to be applied when its application, having regard to the subject matter to which it is to be applied, leads to inconsistency or injustice.

This maxim is also not used to extend the operation of a statute beyond the operation of a statute beyond the provision that it actually makes, e.g. a law enacted by Parliament for A, what is already a law for A and others, the new law will not change the law for others.<sup>56</sup>

#### **JURISTIC ANALYSIS**

##### **CASE STUDIES**

##### ***a. Kanai Lal v. Paramnidh***<sup>57</sup>

The court said-“it must always be borne in mind that the first and primary rule of construction is that the intention of the Legislature must be found in the words used by

<sup>54</sup> Tripathi, B. N. Mani, JURISPRUDENCE (LEGAL THEORY), p.253-4 (17th ed., 2006).

<sup>55</sup> *Coluhoun v. Brooks*, (1886) 21 Q.B.D 52.

<sup>56</sup> *supra* note 13, p.306-8.

<sup>57</sup> AIR 1957 SC 907

the legislature.”<sup>58</sup> It also added-“When the material words are capable of two constructions, one of which is likely to defeat or impair the policy of which is likely to defeat or impair the policy of the Act whilst the other construction is likely to assist the achievement of the said policy, then the courts would prefer to adopt the latter construction.”<sup>59</sup> This case basically dealt with the ejection of ‘theka’ tenants under provisions of *Calcutta Theka Tenancy Act, 1949*.

**b. S.A.Venkataraman v. The State**<sup>60</sup>

The court said that this case dealt with Section 6 of the *Prevention of Corruption Act*. It was to do with taking a sanction from an appropriate authority .It considers only the present working employees as employees, those who have retired are not considered as employees. The court said, “In construing the provisions of a statute it is essential for a court, in the first instance, to give effect to the natural meaning of the words used therein, if those words are clear enough.”

**c. Ramavtar Budhaiprasad v. Assistant Sales Tax Officer**<sup>61</sup>

The Supreme court was faced with a question with the meaning of “vegetable”, as it had occurred in the *C.P and Berar Sales Tax Act, 1947* as amended by Act of 1948, whether the word vegetables included betel leaves or not. The Supreme Court held that “being a word of everyday use it must be construed in its popular sense”.<sup>62</sup> It was therefore held that betel leaves were excluded from its purview.

**d. Harbhajan Singh v. Press Council of India**<sup>63</sup>

Sub- section 7 of section 6 of the Press Council Act, 1978 provides: ‘A retiring member shall be eligible for renomination for not more than one term.’ The Supreme Court applied the literal and grammatical meaning of these words and held that the provision applied to a member “just retiring” and not to a retired member and that a retired member who had held office for two terms sometime in the past is not debarred from being nominated again.

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<sup>58</sup> *Id.* at p.911.

<sup>59</sup> *Id.* at p.911-12

<sup>60</sup> AIR 1958 SC 107

<sup>61</sup> AIR 1961 SC 1325

<sup>62</sup> *Ramavtar Budhaiprasad v. Assistant Sales Tax Officer* A.I.R 1961 SC 1325; p.1326.

<sup>63</sup> AIR 2002 SC 1351

e. *VemmaReddy Kumarsawmy Reddy v. State of Andhra Pradesh*<sup>64</sup>

The dispute was regarding the excess of land possessed by the appellant, and this was surrendered by them, however it had cashew-nut plantation. The trees in the surrendered land were fruit bearing. The court stated that in construing if it was plain and ambiguous than the primary rule of interpretation was supposed to be used. The *Andhra Pradesh Land Reforms (Ceiling on Agricultural Holdings) Act 1973* was referred to for the compensation of the land.

### CRITICISMS ATTACHED WITH LITERAL RULE OF STATUTORY INTERPRETATION

There are certain defects of the literal rule of interpretation. The defects may be of two types; Logical defect which constitutes of ambiguity, inconsistency and incompleteness and the second type is absurdity or irrationality.

#### I. AMBIGUITY

Ambiguity occurs where a term or an expression used in a statute has not one but various meanings, and it is not clear which one particular meaning it represents at which particular context or place. So here the court will have to go beyond the statute and yet stick to the same literal words of the statute to ascertain its meaning. Also the ambiguity sometimes is “syntactic”<sup>65</sup> which means the vagueness arises from words like “or”, “and”, “all” and other such words. For example if a punishment for a certain crime is “fine or imprisonment or both”, the court can imprison the accused or impose a fine or impose a fine as well as imprison him.

#### II. INJUSTICE

The words cannot be understood properly without the context in which it is used. The strict adherence to this principle may cause injustice and sometimes it might give results which are quite contrary to general intention of the statute or common sense.<sup>66</sup>

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<sup>64</sup> (2006) 2 SCC 670

<sup>65</sup> *supra* note 2 at p.136.

<sup>66</sup> *supra* note 9 at p.254.

### III. INCOMPLETENESS

It means that there is some lacuna or omission in the statute which prevents it from giving a complete idea, or it is logically incomplete. In such cases it is the duty of the court to make up the defect by adding or altering something, but the court is not allowed to do more than that. It is permissible only in cases where the statutes are inapplicable in their present form, which is incomplete. For the change, either alteration or addition the court looks into the matters which will probably help it in ascertaining the intention of the legislature. It is not necessary that judges would always find some or the other means to help them in cases of defective texts. There will be some cases where they might find nothing of this kind. They may ascertain the intention of the legislature which presumably, would have had the defect come to notice.

### IV. ABSURDITY

Sometimes the court might ascertain a certain meaning to the statute which was never the intention of the legislature. This is also one of the problems of literal rule.

### V. RESTRICTION ON COURTS

The traditional rule of literal interpretation forbids the court to attach any meaning other than the ordinary one. It closes the doors for any type of judicial innovation.

### VI. NOT SUITABLE FOR CHANGING TIMES

With a change in policies and legislation, the statutes cannot still be interpreted in accordance with the ordinary meaning of the words made long ago.

Since the rule is to stick to the exact words of the statute few lawmen say that it is like imposing a rule even when you know that it is not right. If the court applies literal rule and feels that the interpretation is morally wrong then they cannot avoid giving the interpretation.

Some criticize this rule by saying that the rule emphasis on the erroneous assumption that words have a fixed meaning. In fact, words are imprecise, leading justices to impose their own prejudices to determine the meaning of a statute. According to the Black's law dictionary, "This type of construction treats statutory and contractual words with highly restrictive readings."<sup>67</sup>

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<sup>67</sup> BLACKS LAW DICTIONARY, p.308 (17<sup>th</sup> ed.).

## **CONCLUSION**

Literal rule of interpretation is the primary rule. Under this rule of interpretation the Courts interpret the statutes in a literal and ordinary sense. They interpret the words of the statute in a way that is used commonly by all. It is incumbent on the court to use the grammatical meaning. The statutes should be construed in such a manner as though there is no other meaning except the literal meaning. It is an old and traditional rule of interpretation. It is used not only in England where it originated but also in India. The Courts while interpreting statutes have to keep few things in mind. It must realize that a provision is ambiguous only if it contains a word or phrase which has more than one meaning. If the interpretation is open to different meanings in one context it is ambiguous but if it is susceptible to different meaning in different contexts it is plain.

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