

IN THE PUNJAB & HARYANA HIGH COURT
AT CHANDIGARH

Date of Decision: 23.01.2015

RSA No.2074 of 1999

M/s Parkash Industries ...Appellant

Versus

The Market Committee, Ahmedgarh ...Respondent

Present: Mr. R.L.Batta, Senior Advocate, with
Mr. J.S.Jaggi, Advocate, for the appellant.

None for the defendant-Market Committee.

RSA No.2075 of 1999

M/s Jain Rice Mills ...Appellant

Versus

The Market Committee, Ahmedgarh ...Respondent

RSA No.2696 of 1999

The Market Committee, Ahmedgarh ...Appellant

Versus

M/s S.K.Rice Mills ...Respondent

RSA No.2697 of 1999

The Market Committee, Ahmedgarh ...Appellant

Versus

M/s Pargati Udyog ...Respondent

RSA No.2905 of 1999

M/s Gora Lal Sushil Kumar ...Appellant

Versus

The Market Committee, Ahmedgarh ...Respondent

RSA No.3550 of 1999

The Market Committee, Sangrur	...Appellant
Versus	
M/s Bansal Trading Co.	...Respondent

RSA No.4892 of 1999

The Market Committee, Ahmedgarh	...Appellant
Versus	
M/s Shri Bajrang Enterprises	...Respondent

RSA No.971 of 2000

M/s Beru Mal Gauri Shanker	...Appellant
Versus	
The Market Committee, Ahmedgarh	...Respondent

RSA No.965 of 2000

The Market Committee, Ahmedgarh	...Appellant
Versus	
M/s Kanwal Rice and General Mills	...Respondent

RSA No.1210 of 2000

M/s Shri Durga Rice & Ginning Mills	...Appellant
Versus	
The Market Committee, Ahmedgarh	...Respondent

RSA No.1211 of 2000

M/s Luxmi Rice Mills	...Appellant
Versus	
The Market Committee, Ahmedgarh	...Respondent

RSA No.1605 of 2000

The Market Committee, Ahmedgarh, ...Appellant

Versus

M/s Ganesh Cotton & Oil Mills ...Respondent

RSA No.1785 of 2000

The Market Committee, Ahmedgarh, ...Appellant

Versus

M/s Beru Mal Gauri Shanker ...Respondent

RSA No.3862 of 2001

The Market Committee, Ahmedgarh, ...Appellant

Versus

M/s Sharma Rice Mills ...Respondent

RSA No.3526 of 2002

The Market Committee, Ahmedgarh, ...Appellant

Versus

M/s Rura Mal & Sons ...Respondent

CORAM: HON'BLE MR. JUSTICE HEMANT GUPTA

1. Whether Reporters of local papers may be allowed to see the judgment?
2. To be referred to the Reporters or not?
3. Whether the judgment should be reported in the Digest?

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HEMANT GUPTA, J.

This order shall dispose of aforementioned bunch of two sets of Regular Second Appeals i.e. some filed by the defendants against the judgment and decree whereby the claim of interest on the amount of fee payable under the Punjab Rural Development Fund Act, 1987 was set aside (hereinafter referred to as the 'defendant – Market Committee') and some arising out of the judgment and decree, whereby the suits filed by the plaintiffs disputing the

claim of interest on the amount of fee payable under the Rural Development Fund Act, 1987 were dismissed (hereinafter referred to as ‘the plaintiff-dealers’). Since the issue in both the sets of appeals is common i.e. jurisdiction to claim interest on the amount of fee payable under the Punjab Rural Development Act, 1987, therefore, the same are taken up for hearing together. However, for the facility of reference, the facts are taken from RSA No.2074 of 1999.

Punjab Rural Development Act, 1987 (for short ‘the Act’) contemplates levy of fee with a view to accelerate rural development, augment agricultural production, to improve facilities to the dealers and purchasers of agricultural produce and to provide for relief for loss of agricultural produce due to natural calamities. Section 3 of the Act contemplates constitution of Punjab Rural Development Board, whereas Section 5 imposes levy on ad-valorem basis in respect of agricultural produce, bought or sold in the notified market area. The relevant provisions as originally enacted read as under:

“3. Establishment of Board, its constitution, powers and duties –

(1) The State Government may, by notification, for exercising powers conferred on and performing the functions and duties assigned to the Board by or under this Act, establish the Punjab Rural Development Board.

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5. Levy and collection of fee – (1) Subject to the rules made under this Act, there shall be levied for the purposes of this Act, a fee on ad valorem basis, at the rate of rupee one for every one hundred rupee, in respect of the agricultural produce, bought or sold or bought for processing in the notified market area;

Provided that except in case of agricultural produce brought for processing no fee shall be leviable in respect of any transaction in which delivery of the agricultural produce bought or sold is not actually made.

(2) The fee levied under sub-section (1) shall be paid by the dealer in such manner as may be prescribed and to such person or officer, as may be appointed or designated by the Board in this behalf;

Provided that the burden of the fee shall be passed on by the dealer by adding it to the purchase price recoverable by him from the next purchaser of the agricultural produce or the goods pressed or manufactured out of it.

(3) The arrears of fee levied under sub-section (1) shall be recoverable as arrears of land revenue.”

However, the Act was amended vide Punjab Act No.4 of 1994, when The Punjab Rural Development (Amendment) Act, 1993 (for short ‘the amended Act’) was enacted, whereby sub-section (2) was substituted, whereas sub-section (2-A) was inserted in Section 5 of the Act. Sub-section (2-A) of Section 5 of the Act reads as under:

“(2-A) If any dealer fails to pay the amount of the fee levied under sub-section (1), he shall, in addition to the amount of fee be liable to pay interest on the amount of fee due from him at the rate of eighteen per cent per annum from the date of default.”

The levy of fee under the Act was challenged by the dealers before this Court by way of writ petitions. The said writ petitions were dismissed by this Court on 09.03.1990 in a judgment reported as M/s Subbhash Chander Kamlesh Kumar Vs. State of Punjab & others AIR 1990 Punjab and Haryana 259 (F.B.). Thereafter, the Collector, Sangrur passed an order for recovery of the amount of fee as arrears of land revenue. Aggrieved against the said order, the plaintiff-dealer filed a civil suit against the State of Punjab and the Assistant Collector IInd Grade without impleading the Market Committee as party defendant, which was decided vide judgment and decree dated 19.04.1991(Ex.P-3) ordering that the plaintiff shall pay the rural development fund amount in eight half yearly installments of equal amount commencing from November, 1991. The plaintiff claims that it had been

paying the amount of installments regularly, but the defendants issued a notice to the plaintiff to pay interest at the rate of 18% per annum with effect from the date of stay granted by the High Court in the writ petition mentioned above. It is, thereafter, the plaintiff filed the present suit challenging the notice issued by the Market Committee claiming interest on the rural development fund amount inter alia on the ground that there is no provision to charge interest in the Punjab Rural Development Fund Act, 1987. Since, the demand of the Plaintiff not to charge interest remained unsuccessful, a notice Under Section 31 of the Punjab Agriculture Market Produce Act, 1961 was issued for the purpose that the defendant is not entitled to charge interest at the rate of 18% per annum on the rural development fund amount. Thereafter, the suit giving rise to present appeal was filed.

In the written statement, the filing of the writ petition challenging the vires of levy of rural development fund amount was admitted and also the fact that the plaintiff has paid seven installments out of eight installments and that notice was sent to the plaintiff to pay interest as damages at the rate of 18% per annum from the date the stay was granted by the High Court. It was also asserted that the defendant is entitled to claim interest at the rate of 18% per annum in terms of the provisions of the Interest Act, 1978.

The trial Court noticed the judgment and decree dated 17.07.1997 (Exs.P-9 & P-10) vide which the earlier suit filed by the plaintiff was decreed holding that there is no provision in the Market Committee Rules that the defendant can charge interest at the amount of rural development fund. The trial Court also noticed that in further appeal against the judgment and decree dated 17.07.1997 (Exs.P-9 & P-10), the first Appellate Court vide judgment and decree dated 05.02.1998 (Exs.P-11 & P-12) held that defendant Committee is not entitled to get interest on the rural development fund amount. After

noticing the said judgment and decree, the trial Court decreed the suit vide judgment and decree dated 11.08.1998 holding that since there is no provision in the Market Committee Rules, the defendant Committee cannot charge interest on delayed payment of rural development fund amount.

However, in appeal against the said judgment and decree, the first Appellate Court while relying upon the judgments reported as S.K.Sayal Vs. State of Punjab 1991 PLJ 746 and Jai Narain & Co. Vs. Market Committee, Sonapat 1988 SLJ 144, wherein it has been held that the interest by way of damages can be awarded in terms of the provisions of Section 3 of the Interest Act. Thus, the judgment and decree of the trial court was set aside and suit dismissed. Still aggrieved, the plaintiff is in second appeal.

At the outset, an argument raised by the learned counsel for the appellant needs to be examined is that previous judgment and decree dated 17.07.1997 (Exs.P-9 & P-10) passed by the trial Court and that of the first Appellate Court dated 05.02.1998 (Exs.P-11 & P-12) holding that Market Committee is not entitled to recover interest on the amount of rural development fund operate as res judicata. The said argument is not tenable for the reason that the order under challenge in the suit was that of the Collector dated 23.06.1995 to recover interest upon the rural development fund amount as arrears of land revenue. From the pleadings, the trial Court had framed the following issues:

- “1. Whether the impugned order dated 23.06.1995 of Collector, District Sangrur is illegal, null and void for the reasons detailed in the plaint? OPP
2. Whether the plaintiff is entitled to the injunction as prayed for? OPP
3. Whether the suit of the plaintiff is not maintainable in the present form? OPD

4. Whether the plaintiff has no cause of action to file the present suit? OPD
5. Whether the plaintiff is estopped by his own act and conduct to file the present suit? OPD
6. Whether the suit is bad for non service under Section 31 of the Punjab Agriculture Produce Market Act? OPD
7. Relief.”

A perusal of the judgment and decree in the light of the issues framed shows that only question which was examined was regarding the validity of the recovery proceedings initiated by the Collector. In the present appeal, the challenge is to an antecedent order passed by the Market Committee on 01.02.1995 claiming an amount of Rs.2,46,972/-. Since the action of the Market Committee was not subject matter of challenge in the previous suit, the proceedings initiated by the Market Committee to recover the amount of interest on the rural development fund cannot be said to be barred by res judicata, as there is no identity of cause of action.

I have heard learned counsel for the appellant on the following substantial questions of law in both the sets of appeals:

- “(1) *Whether the defendant – Market Committee is entitled to interest on account of delayed payment of fee imposed under the Punjab Rural Development Act, 1987 in terms of the provisions of the Interest Act, 1978?*
- (2) *Whether the defendant – Market Committee is entitled to interest de hors the provisions of Interest Act, 1978 ?*
- (3) *Whether sub-section (2-A) inserted in Punjab Rural Development Act, 1987 by virtue of Act No.4 of 1994 entitles the defendant – Market Committee to recover interest on the delayed payment of rural development amount from the date the same was due even prior to the insertion of sub-section (2-A) of Section 5?”*

Section 2 of the Interest Act, 1978 defines the ‘Court’ to include a Tribunal and an arbitrator and the ‘debt’ to mean any liability for an ascertained sum of money and includes a debt payable in kind, but does not include a judgment debt. Section 3 of the Interest Act empowers the Court to allow interest. The relevant provisions of the Interest Act read as under:

“2. Definitions – In this Act, unless the context otherwise requires –

(a) “court” includes a tribunal and an arbitrator;

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(c) “debt” means any liability for an ascertained sum of money and includes a debt payable in kind, but does not include a judgment debt;

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3. Power of court to allow interest – (1) In any proceedings for the recovery of any debt or damages or in any proceedings in which a claim for interest in respect of any debt or damages already paid is made, the Court may, if it thinks fit, allow interest to the person entitled to the debt or damages or to the person making such claim, as the case may be, at a rate not exceeding the current rate of interest, for the whole or part of the following period, that is to say –

- (a) if the proceedings relate to a debt payable by virtue of a written instrument at a certain time, then, from the date when the debt is payable to the date of institution of the proceedings;
- (b) if the proceedings do not relate to any such debt, then, from the date mentioned in this regard in a written notice given by the person entitled or the person making the claim to the person liable that interest will be claimed, to the date of institution of the proceedings;

Provided that where the amount of the debt or damages has been repaid before the institution of the proceedings, interest shall not be allowed under this section for the period after such repayment.

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(3) Nothing in this section –

(a) shall apply in relation to –

- (i) any debt or damages upon which interest is payable as of right, by virtue of any agreement; or

- (ii) any debt or damages upon which payment of interest is barred, by virtue of an express agreement;
- (b) shall affect –
 - (i) the compensation recoverable for the dishonor of a bill of exchange, promissory note or cheque, as defined in Negotiable Instruments Act, 1881; or
 - (ii) the provisions of Rule 2 of Order II of the First Schedule to the Code of Civil Procedure, 1908;
- (c) shall empower the Court to award interest upon interest.”

The expression ‘Court’ as defined in Section 2(a) of the Interest Act is not an exhaustive definition, but an inclusive definition. Therefore, when the expression ‘Court’ is stated to include a Tribunal and an Arbitrator, it will include all authorities, who are competent to adjudicate the rights of the parties including the quasi judicial Tribunals or the authorities exercising the statutory powers. Section 3(1) of the Interest Act empowers a Court to allow interest to the person entitled to the debt or damages at a rate not exceeding the current rate of interest if the proceedings relate to a debt payable by virtue of a “written instrument” at a certain time. The written instrument, as mention in clause (a) of Section 3(1) of the said Act, does not mean the private contracts, but will include the statutory levy.

Learned counsel for the plaintiff-dealers referred to a Single Bench judgment of Delhi High Court reported as Union of India & another Vs. M/s Dalmia Dadri Cement Co. Ltd. AIR 1979 Delhi 223 to contend that the provisions of the Interest Act apply only to voluntary act of the debtor and creditor and not to the payment of debt in exercise of a legislative power. Reference is made to the following para:

“13.Normally, there are provisions in say, the Income-tax Act and other Acts directing that if taxes are not paid on a given date then some penalty is imposable. If there was no such provision, it would be

surprising to my mind to apply the Interest Act to such cases. It would appear that if a statute or a statutory order creates a liability, then the same statute or statutory order must specify the penalty that will follow for non-compliance. The Interest Act is not intended to cover cases of this type. To my mind, the Interest Act only applies when the debtor and creditor relationship is created by a voluntary act and not when the relation is created by the exercise of a Legislative power. If the State wants to impose interest for non-compliance with a statutory liability, then the source of that penalty must also be in that statute or some allied statute which clearly deals with such a question. The theory of interest to my mind is based only on a contractual relation and the Interest Act cannot be extended to cover a case like the present one.”

I do not find that the reliance of the learned counsel for the plaintiff-dealers on the said judgment advances the argument raised. The aforesaid judgment arises of the provisions of claim of interest under the since repealed Interest Act, 1839. I am also unable to agree with the interpretation given by the Bench. The interpretation is based more on opinion for the reason that normally the provision in the Income Tax Act and other Acts provides that if taxes are not paid on a given date then penalty is imposable. But if the Act is silent, can the Act be treated not to be a written instrument to which the parties i.e. the State as well as the payee are bound, is the question which requires consideration. I find that this aspect has not been examined by the Court. In my view, the expression written instrument in Section 3 of the Interest Act will include not only the voluntary act of the parties, but also a statute which creates liability on the payee to pay the amount of fee or tax, as the case may be. The words ‘written instrument’ have to be given contextual interpretation, which serves the purpose of enactment i.e. Interest Act and also the Act imposing the liability to pay fee.

Thus, I am of the opinion that in terms of Section 3 of the Interest Act, the Board exercising the statutory power to levy fee for rural development

amount is entitled to interest not exceeding the current rate of interest as a answer to Question No.1 framed above.

The rural development fund amount was imposed when the Punjab Rural Development Fund Act, 1987 was enacted. The legality of such Act was challenged before this Court and a Full Bench of this Court in M/s Subbhash Chander Kamlesh Kumar's case (supra) upheld the vires of the statute. The writ petitioners, out of which some are the plaintiffs in the present appeals, were granted interim order in respect of payment of fee imposed under the aforesaid Act. It was on account of the restraint order, the Market Committee could not recover the amount from the plaintiffs. Somewhat similar question has been examined by the Hon'ble Supreme Court in a judgment reported as Indian Council for Enviro-Legal Action Vs. Union of India & others (2011) 8 SCC 161, wherein the following three questions were raised:

- “1. Can a party who does not comply with the court order be permitted to retain the benefits of his own wrong of non-compliance?
2. Whether the successful party be not compensated by way of restitution for deprivation of its legitimate dues for more than fourteen years? And
3. Whether the Court should not remove all incentives for not complying with the judgment of the Court?”

Examining the said questions, it was held that no one can take advantage of his own wrong and that whatever benefits a person has had or could have had by not complying with the judgment must be disgorged and paid to the judgment-creditor and not allowed to be retained by the judgment-debtor. The Court observed as under:

“149. It is settled principle of law that no one can take advantage of his own wrong. Unless courts disgorge all benefits that a party availed by

obstruction or delays or non-compliance, there will always be incentive for non-compliance, and parties are ingenious enough to come up with all kinds of pleas and other tactics to achieve their end because they know that in the end the benefit will remain with them.

150. Whatever benefits a person has had or could have had by not complying with the judgment must be disgorged and paid to the judgment-creditor and not allowed to be retained by the judgment-debtor. This is the bounden duty and obligation of the court. In fact, it has to be looked at from the position of the creditor. Unless the deprivation by reason of delay is fully restituted, the creditor as a beneficiary remains a loser to the extent of the unrestituted amount.”

Examining the principle of Unjust Enrichment, the Court held that it is unjust retention of a benefit to the loss of another or the retention of money or property of another against the fundamental principles of justice or equity and good conscience. It has been observed as under:

“153. Unjust enrichment is “the unjust retention of a benefit to the loss of another, or the retention of money or property of another against the fundamental principles of justice or equity and good conscience”. A defendant may be liable “even when the defendant retaining the benefit is not a wrongdoer” and “even though he may have received [it] honestly in the first instance”. (*Schock v. Nash* 732 A 2nd 217 (Delaware 1999), A 2d, 232-33.)

159. Unjust enrichment is basic to the subject of restitution, and is indeed approached as a fundamental principle thereof. They are usually linked together, and restitution is frequently based upon the theory of unjust enrichment. However, although unjust enrichment is often referred to or regarded as a ground for restitution, it is perhaps more accurate to regard it as a prerequisite, for usually there can be no restitution without unjust enrichment. It is defined as the unjust retention of a benefit to the loss of another or the retention of money or property of another against the fundamental principles of justice or equity and good conscience. A person is enriched if he has received a benefit, and he is unjustly enriched if retention of the benefit would be unjust. Unjust enrichment of a person occurs when he has and retains money or benefits which in justice and equity belong to another.

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162. We may add that restitution and unjust enrichment, along with an overlap, have to be viewed with reference to the two stages i.e. pre-suit and post-suit. In the former case, it becomes a substantive law (or common law) right that the court will consider; but in the latter case, when the parties are before the court and any act/omission, or simply passage of time, results in deprivation of one, or unjust enrichment of the other, the jurisdiction of the court to levelise and do justice is independent and must be readily wielded, otherwise it will be allowing the court's own process, along with time delay, to do injustice.

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187. The Court in the aforesaid judgment also observed that once the doctrine of restitution is attracted, the interest is often a normal relief given in restitution. Such interest is not controlled by the provisions of the Interest Act of 1839 or of 1978.

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190. In consonance with the concept of restitution, it was observed in *Kalabharati Advertising Vs. Hemant Vimalnath Narichania (2010) 9 SCC 437* that courts should be careful and pass an order neutralising the effect of all consequential orders passed in pursuance of the interim orders passed by the court. Such express directions may be necessary to check the rising trend among the litigants to secure the relief as an interim measure and then avoid adjudication on merits.

191. In consonance with the principles of equity, justice and good conscience Judges should ensure that the legal process is not abused by the litigants in any manner. The court should never permit a litigant to perpetuate illegality by abusing the legal process. It is the bounden duty of the court to ensure that dishonesty and any attempt to abuse the legal process must be effectively curbed and the court must ensure that there is no wrongful, unauthorised or unjust gain for anyone by the abuse of the process of the court. One way to curb this tendency is to impose realistic costs, which the respondent or the defendant has in fact incurred in order to defend himself in the legal proceedings. The courts would be fully justified even imposing punitive costs where legal process has been abused. No one should be permitted to use the judicial process for earning undeserved gains or unjust profits. The court must

effectively discourage fraudulent, unscrupulous and dishonest litigation.

192. The court's constant endeavour must be to ensure that everyone gets just and fair treatment. The court while rendering justice must adopt a pragmatic approach and in appropriate cases realistic costs and compensation be ordered in order to discourage dishonest litigation. The object and true meaning of the concept of restitution cannot be achieved or accomplished unless the courts adopt a pragmatic approach in dealing with the cases."

The defendant - Market Committee could not realize the amount of fee because for an intervention of this Court in a bunch of writ petitions filed by the dealers. Since the Market Committee could not realize the amount of rural development fund, it was deprived of a benefit conferred by a statute. Such benefit has been retained by the plaintiffs. Therefore, the plaintiff-dealers are bound to restitute such benefit to the defendant - Market Committee having retained the amount of fee on the strength of an order passed by this Court in M/s Subhash Chander Kamlesh Kumar's case (supra). Thus, the payment of interest on the amount of market fee due and not paid is in the process of restitution of the status as it existed prior to grant of stay. Interest is the only method of compensating the market committee consequent to the dismissal of the writ petition in which, there was interim protection against recovery of the fee. Thus, the Market Committee is entitled to recover interest even in the absence of the Interest Act applicable to the transactions in question.

In respect of third substantial question of law, learned counsel for the plaintiff-dealers has vehemently argued that insertion of sub-section (2-A) in Section 5 of the Act is not retrospective, therefore, the demand accrued there after alone will be subject to payment of interest. In support of such an argument reliance is placed upon M/s Purbanchal Cables & Conductors Pvt.

Ltd. Vs. Assam State Electricity Board & another AIR 2012 SC 3167, wherein

the provisions of Interest on Delayed Payments to Small Scale and Ancillary Industrial Undertakings Act, 1993 were examined to hold that the provisions of such Act are not applicable to the agreements executed prior to the enactment of the said Act. It was held that such Act does not have any retrospective effect. The Act under consideration was found to be a substantive law creating entitlement of higher rate of interest in case of a delayed payment accruing in favour of the supplier and corresponding liability imposed on the buyer.

In the aforesaid judgment, the Hon'ble Supreme Court has examined its earlier judgment in Zile Singh Vs. State of Haryana (2004) 8 SCC 1, wherein it was held that the presumption against retrospective operation is not applicable to declaratory statutes. Whether the provision is declaratory, regard must be had to the substance rather than to the form. An explanatory Act is generally passed to supply an obvious omission or to clear up doubts as to the meaning of the previous Act. In Zile Singh's case (supra), the Hon'ble Supreme Court observed as under:

“14. The presumption against retrospective operation is not applicable to declaratory statutes In determining, therefore, the nature of the Act, regard must be had to the substance rather than to the form. If a new Act is 'to explain' an earlier Act, it would be without object unless construed retrospective. An explanatory Act is generally passed to supply an obvious omission or to clear up doubts as to the meaning of the previous Act. It is well settled that if a statute is curative or merely declaratory of the previous law retrospective operation is generally intended An amending Act may be purely declaratory to clear a meaning of a provision of the principal Act which was already implicit. A clarificatory amendment of this nature will have retrospective effect. (ibid, pp.468-469).”

The factors, which are required to be examined as to the intention of the statute, whether it will operate retrospective or not, are (i) general scope and purview of the statute; (ii) the remedy sought to be applied; (iii) the former

state of the law; and (iv) what it was the legislature contemplated. Keeping in view the aforesaid factors, I find that the provisions of sub-section (2-A) are explanatory to supply an obvious omission in respect of payment of interest for delayed payment. If the dealers do not make the payment, the Market Committee under the Act could not be treated as helpless in recovering the amount of fee imposable. It is that omission, which is sought to be supplied when sub-section (2-A) was inserted.

Even the language of sub-section (2-A) makes it clear that it is applicable irrespective of the period of default i.e. before or after the amendment. The liability of the dealer to pay interest arises when he fails to pay the amount of fee levied under sub-section (1). It does not specify that interest shall be payable only in respect of fee now payable. Still further, the liability to pay is from the date of default that will include the default even prior to insertion of sub-section (2-A).

The argument that only the amount of rural development fund fee due and payable after the insertion of sub-section (2-A) is subject to levy of interest cannot be accepted as provision do not relate to the fee imposable. It deals with the amount of fee levied under sub-section (1). Therefore, such provision is declaratory or explanatory amendment and would be applicable to the amount of fee levied even prior to insertion of sub-section (2-A) in Section 5 of the Act.

In view of the above discussion, having answered all the three substantial questions of law in favour of the defendant – Market Committee, I do not find any merit in the appeals preferred by the plaintiff-dealers disputing the levy of interest. Consequently, the regular second appeals filed by the plaintiff-dealers are dismissed, whereas the appeals filed by the defendant –

Market Committee challenging the judgment and decree setting aside the claim of interest are allowed and the suit dismissed.

23.01.2015
Vimal

(HEMANT GUPTA)
JUDGE