

**1. MEANING OF INTERPRETATION OR  
CONSTRUCTION OR STATUTE MUST BE  
READ AS A WHOLE  
(INTENTION OF THE LEGISLATORS)**

**[MOST IMPORTANT]**

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## A. INTRODUCTION:

Modern Statutes, drafted by legal experts, are expected to be perfect so that there is no necessity for interpretation of such statutes. But in practice, the Courts spend much of their valuable time to ascertain the true meaning of inconsistent and ambiguous words in such statutes.

Thus when perfect drafting becomes a remote possibility, the alternative way is to formulate rules of interpretation. The age old experience and process of interpretation have led to formulate certain rules of interpretation so that the judiciary and the lawyers could avoid spending their valuable time in interpretation of statutes.

## B. DEFINITION AND MEANING OF 'INTERPRETATION OF STATUTES':

1. **Salmond** defines - Interpretation is a process by which Courts seek to ascertain the meaning of the legislations. Such interpretation is through the medium of authoritative forms in which it is expressed.
2. **Cross** defines - Interpretation is a process by which Courts determine the meaning of a statutory provision. It is for the purpose of applying it to the situations before them.
3. **Prof. Gray** defines – Interpretation is a process by which a Judge constructs the words from a statute book. He constructs a meaning which he believes to be that of legislature or which he proposes to attribute to it.

4. **Justice Hidayatullah** defines Interpretation as a rule of construction of statutes that the judicature, in their interpretation, have to discover and act upon the meaning or *sententia legis* (logical meaning). Normally, Courts do not look beyond the *litera legis* (literal meaning).

5. **In *Seaford Court Estates Ltd. Vs. Asher, Lord Denning*** has observed “A Judge must not alter the material of which the Act is woven but he can and should iron out the creases”.

6. **In *Tejkumar Balkrishna Rula vs. A.K. Mohan, the Court*** explained interpretation as follows: “The Court must interpret the law as it needs. While a purpose interpretation is permissible, where two interpretations are possible, the purposive interpretation must be such as it preserves the constitutionality of the provision”.

7. **In *Nathibai vs. Maheswari Samaj Ramola Trust, the Court*** held “interpretation means that it is not open to Courts to curtail or enlarge the provision beyond obvious meaning. Interpretation has to carry the object and meaning without destruction”

## C. IMPORTANCE OF INTERPRETATION: (VALUE OF STUDY OF INTERPRETATION OF STATUTES)

In modern times, the Acts and Rules are drafted by legal experts and while drafting, they take maximum effort to use the correct language so that the meaning

is not vague and does not give room for interpretation. However, while applying the law, quite often, difficulties arise to know the meaning of the words used, as words tend to have different meanings in different contexts and circumstances.

The will of the legislature is expressed generally in the form of statute and it is for the Court to find out the real intention of the legislature from the language used in the statute. Thus the need for interpretation/ construction becomes necessary.

However the Court is not expected to interpret arbitrarily and hence it was necessary to evolve principles to find out the real meaning for the language used in the legislature. Thus the interpretation of statutes has developed in a large way, to be studied separately.

**According to Cooley**, Interpretation is “the art of finding out the true sense of any form of words;” i.e., 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”.

#### **D. DIFFERENCES BETWEEN INTERPRETATION AND CONSTRUCTION:**

1. One school of jurists say, Interpretation is ‘the art of finding out **the true sense** (meaning) **of any form of words** i.e., what the 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 merely **drawing of conclusions in the spirit of law and not merely its letters**. It is drawing of conclusions regarding subjects that lie beyond the direct expression of the text. Such conclusions are drawn from elements known from and given in the text.

2. The second school of thought is that the distinction between interpretation and construction is only of academic importance, but in common usage both are understood as having **the same significance**.

#### **E. RULES OF INTERPRETATION (CONSTITUTION) OF LEGAL TERMS (USE OF LEGAL TERMS) PARIMATERIA:**

##### **I. INTENTION OF THE LEGISLATORS:**

1. The conventional way of interpreting a statute is to seek the **‘intention’** of its maker. The duty of judicature is to act upon the true intention of the legislature. If a statutory provision is open to more than one interpretation, the Court has to choose that interpretation which represents the **true intention** of the legislature.
2. Words, in any language, are not scientific symbols having any precise or definite meaning. Hence language cannot convey one’s thought fully or perfectly. It is impossible even for the most imaginative legislature to foresee fully the situations and circumstances that may emerge after enacting a statute. It is, hence, necessary to seek the intention of the legislature.

3. The problem of interpretation is a problem of meaning of words. "Words and phrases are symbols that stimulate mental references to referents". Words of any language are capable of referring to different referents in different contexts and times.

There is always the difficulty of borderline cases falling within or outside the connotation of a word. The legislature can, no doubt, amend or repeal any previous statute to declare its meaning as 'intended to convey' by its maker. This can be done only by a fresh statute after going through the normal process of law making.

4. Some words have both a 'hard central core' of meaning and also a "penumbra, - a dim fringe". Cases falling within or near to this 'fringe' give rise to a sharp difference of opinion and hence there is difficulty arising out of such 'fringe' meaning of words, and hence interpretation to find out the intention of its maker is necessary.
5. Words which have indefinite 'referents' lack in clarity and precision and hence give rise to controversial questions of construction. The Courts "mould or creatively interpret legislation". They are hence called "finishers, refiners and polishers of legislation" which come to them in a state requiring varying degrees of further processing.

According to the intention of the law makers, judges fill in the gaps, or add certain words not contained in the enactment. Every process of construction is a search for 'intention' either express or implicit in the statute.

6. The intention of the legislature thus has two aspects. The first is the concept of 'meaning' it conveys and the second is the concept of 'purpose and object' or the 'reason and spirit' pervading the statute. Process of construction, therefore, combines both literal and purposive (logical) approaches.
7. "The first and primary rule of construction", said Gajendragadkar J. "is that the intention of the Legislature must be found in the words used by the Legislature itself".
8. Words used by the Legislature do not always bear a plain meaning. In case of doubt, therefore, it is always safe to have an eye on the object and purpose of the statute, or reason and spirit behind it. "Each word, phrase or sentence" observed MUKHERJEA J. "is to be construed in the light of general purpose of the Act itself".
9. The most fair and rational method for interpreting a statute is by exploring the intention of the Legislature through the most natural and probable signs which are "either the words, the context, the subject-matter, the effects and consequence, or the spirit and reason of the law".
10. "A right construction of the Act", says LORD PORTER, "can only be attained if its whole scope and object together with an analysis of its wording and the circumstances in which it is enacted are taken into consideration".

11. A statute is a creation of legislature. The conventional way of interpretation of statute is to find out the intention of its maker. In other words, the duty of the Court is to act upon the true intention of the legislature, especially when more than one interpretation is possible for a statutory provision.

12. The main problem of interpretation is the problem of finding out the exact meaning of the words as an expression to communicate a particular thought. Words of any language are capable of referring to different meanings in different contexts and times.

Especially in border line cases, language can be misunderstood. After enactment of legislation, even the legislature cannot itself interpret; it can only amend or repeal by separate law making clauses.

13. In some cases, the judges perform creative function of interpretation by adding certain words and many a time filling in the gaps. This is strictly not correct from the conservative approach and only search for express or implied intention is called for. The intention of legislature can be found out by the meaning of the words and by the purpose, object or reason and spirit of the statute.

However it is not the duty of judges to invent something which they do not find within the words of the text. "Each word, phrase or sentence is to be construed in the light of general purpose of the Act itself".

14. A bare mechanical interpretation of the words without the concept or purpose will reduce most of the remedial and beneficent legislation to futility. The freedom of the judges to search for 'the spirit of the Act' is permissible to fulfill the object of the Act.

The rules of interpretation are not rules of law but they serve as guides only and if no useful purpose is served by the rules, they can be rejected and new rules substituted in their place.

***The Quarry Owners Association Vs. The State of Bihar, AIR 2000 SC 2870:***

Words in statute – Dynamic meaning which gives full thrust and satisfaction to achieve objectivity intended by legislature is to be adopted.

To conclude, it is expected that the judges should only assume the role of interpreters and not the role of reformers which belong to the legislators, and if they do so, such decisions can be overruled and nullified legislators.

**II. STATUTE TO BE MADE EFFECTIVE AND WORKABLE:**

1. The Courts are strongly against a construction which makes a statute to a futility or nullity. A statute or any provision therein must be so construed as to make it effective and operative "on the principle expressed in the maxim: ut res magis valeat quam pereat".

2. Every statute is designed to be workable, and the interpretation by a Court should be to secure that object.
3. Unless the words were so absolutely senseless, it is necessary to find some meaning, and not to declare them void for uncertainty.
4. If there are two interpretations and if it narrowly fails to achieve the purpose of the legislation, one should avoid such construction. He should accept broader construction only for the purpose of bringing about an **effective result**.

Now-a-days purposive construction is gaining momentum.

***The Quarry Owners Association Vs. The State of Bihar, AIR 2000 SC 2870:***

Every word is flexible to give a different meaning, when used in different context. Words are not static but dynamic and Courts must adopt its dynamic meaning to uphold the validity of any provision. This dynamism is the cause of saving many statutes from their being declared void.

**III. STATUTE MUST BE READ AS A WHOLE:**

1. The meaning of a certain provision in a statute can be clearly ascertained **by referring to the statute as a whole in its context, the previous state of the law and other statutes.**

2. The intention of the Legislature can be found by reading the statute as a whole. The rule is referred to as an “elementary rule”, or a “compelling rule”, a “settled rule”. One must look at the whole instrument when there is inaccuracy and inconsistency in any part of the instrument.
3. SINHA, C.J says “The Court must ascertain the intention of the Legislature by directing its attention not merely to the clauses to be construed but to the entire statute”.
4. Any conclusion that the language used by the Legislature is plain or ambiguous can only be truly arrived at by studying the statute as a whole.
5. It is the duty of a judge to examine every word of a statute in its widest sense i.e. other enacting provisions of the same statute, its preamble, the existing state of the law, other statutes in *pari materia*, the mischief and other legitimate means.
6. The principle that the statute must be read as a whole is equally applicable to **different parts of the same Section**. The Section must be construed as a whole whether or not one of the parts is a saving clause or a proviso. It is not permissible to omit any part of it; the whole Section should be read together.

**IV. IF STATUTE'S MEANING IS PLAIN, EFFECT MUST BE GIVEN (IRRESPECTIVE OF CONSEQUENCES):**

1. When the words of a statute are clear, plain or unambiguous, i.e., they refer to only one meaning, the Courts are bound to give effect to that meaning irrespective of consequences – whether bad or good.
2. When a language is plain and ambiguous and admits of only one meaning, no question of construction of a statute arises, for the Act speaks for itself and even if meaning is strange, surprising, unreasonable, unjust or oppressive.

**V. APPRAISAL OF THE PRINCIPLE OF PLAIN MEANING:**

1. For a proper application of the rule of interpretation to a given statute, it is first necessary to determine whether the language used is plain or ambiguous.
2. 'Ambiguous' means a phrase fairly and equally open to diverse and different meanings. A provision is not ambiguous, just because it contains a word which in different contexts is capable of different meanings. Ambiguity should not be assumed where there is none.
3. If the language is fairly and reasonably open to only one meaning, hardship or inconvenience or surprising results are no considerations for refusing to give effect to that meaning

**VI. MORALITY AND INTERPRETATION:**

Like Law and Justice, Morality i.e., Moral Standards of society also plays an important role in interpretation of statutes.

To understand morality, it is necessary to know the terms namely **Law, ethics** and **positive morality**.

**Ethics** evolve rules which are good in themselves. Ethics concentrate on principles affecting man's conduct and determines the standard of right and wrong. Law may contain at least minimum ethics and the rules of Ethics are not obligatory.

**Ethics** deal with the absolute ideals, but positive morality consists of the actual moral standards adopted in any community. The morality is enforced by the sanction of public opinion.

Sanctions in positive morality are not applied by an organised machinery of the State, but only by force of public opinion. Positive morality determines the upper and lower limits of the effective operation of law. Law resembles religion more closely than ethics, because religion has also a belief that sanction for immoral acts will be through the authority of God. Laws prescribe external conduct of man whereas morals prescribe internal conduct of man.

Morality helps in development of legal rules and moral pressures help filling the gaps in the legal system and also in the interpretation of statutes.

Good order is what law, justice and morality demand. Iniquitable laws are to be resisted and to be disobeyed. Morality and law reciprocally influence each other. Morals are the concern of law whether in private or in public.

Legal system is concerned with right standards of behaviour. For people who have no moral knowledge, law is the only standard. Law influences public opinion and conversely public opinion influences the law. The Law should lay down the right standards appreciable by the right thinking people.

Moral standards have been inherited through centuries by code of conduct by our ancestors which are determined by the precepts of religion. To conclude, without religion, there can be no morality, and without morality, there can be no law.

#### **INTERPRETATION CLAUSES IN STATUTE OR CONTRACT:**

Interpretation clause is a clause inserted in a statute or contract declaring that the interpretation upon certain words will be as mentioned in the interpretation clause.

#### **Purpose of Interpretation Clause**

In English law, legal documents such as contracts are construed/ interpreted according to known rules of construction and interpretation. The reasons for applying known rules of construction and interpretation of the ambiguous words are based on the public policy that the parties to a contract should be able to ascertain the meaning and legal effect of the documents relating to a contract with a measure of certainty.

This type of interpretation increases predictability of how a contract will be interpreted by a court. These rules of interpretation favour certainty of legal effect by the application of the known rules of interpretation of contracts. Such rules of interpretation become applicable to the similar contracts and provisions in a consistent manner.

In this way, when similar types of disputes arise which relate to how a contract will be interpreted, these known rules reduce the possibility of litigations between the disputing parties.

#### **Legal meaning of Interpretation Clauses**

In commercial contracts, interpretation clauses are included to express how the parties intend the contract to be construed or interpreted. They may include particular meaning for the terms in the contract. They may also displace, alter, add to, clarify or simply restate the application of principles of construction of contracts. Like any other clause in a contract, the interpretation clause must be interpreted as it appears in the contract.

#### **Common Interpretation Clauses**

Provisions appearing in interpretation clauses commonly provide the following:-

1. Words in the contract that appear in the singular, also apply to the plural. So, the contract expressly provides that a reference to 'a shipment of goods', would include 'shipments of goods'.

2. A reference to a gender, applies to all genders. So, a reference to 'he' in a contract will also be taken to mean a reference to 'she' and probably an 'it'. An 'it' may be a legal entity which is not a natural person.
3. Words referring to 'persons', include references to legal persons, such as a company, unincorporated association, rather than just natural persons (i.e. human beings).
4. References to statutes and other laws, are taken to refer to amendments of those statutes or laws from time to time.
5. A reference to a party to the contract includes a reference to 'successors in title and permitted assigns'.
6. Headings to clauses in the agreement are for 'ease of reference only' and 'do not affect the interpretation of this agreement'.
7. The word 'include' will not be interpreted restrictively.
8. Headings in the agreement are not to be used to interpret the legal effect of the contract.
9. Whether or not an interpretation clause is required in any given contract at all, and whether particular provisions should be included effecting the agreement should be included depends on the type, nature and complexity of the agreement.

10. Interpretation clauses are sometimes included in the definitions clauses, or otherwise at the end of the agreement

#### **F. CONCLUSION:**

To conclude, Interpretation is a process to ascertain the correct meaning of the legislations. In this process, the whole statute, wherever necessary, must be read and the interpretation must be in such a way to make the statute workable and effective. But if the language of the statute is plain and unambiguous, it should be given effect to, even if the consequences result in injustice, or in oppressive or unreasonable.

#### **MODEL QUESTIONS:**

1. *Define Interpretation. Explain the meaning and rules of interpretation*
2. *What are the different rules of interpretation?*
3. *'A Statute must be read as a whole' – How far is this principle applicable in interpretation.*
4. *Write Short note on: a. Meaning of Interpretation, b. Plain meaning, c. Intention of legislators, d. Interpretation and Construction*

