

आप मदद कीजिए। ....(व्यवधान)....

उपसभाध्यक्ष (श्रीमती कमला सिन्हा): शांति....शांति.... अब मैं इस संशोधन को ....(व्यवधान)....आप इस संशोधन को वापस कर रहे हैं?

श्री हेमन्त मन्तव्या: महोदया, जो लोग हिंदी को वकालत करते हैं वे ही इसके खिलाफ भी वकालत कर रहे हैं तो हम क्या करें? अब अहिंदी वाले ही हिंदी का संशोधन नहीं चाहते हैं और हिंदी वाले हिंदी का संशोधन चाहते हैं। ....(व्यवधान)..... मैटम वाइस चेयरमैन, मेरा इसमें इतना ही स्वार्थ था कि महात्मा गांधी जी के नाम पर हिंदी के लिए जो अलग एक विश्वविद्यालय बन रहा है, उसका कामकाज तो हिंदी में हो जिससे हिंदी की जो अवहेलना आजकल हो रही है वह कम हो जाए। श्री जी ने अभी आश्वासन दिया है। मैं चाहता हूँ कि ऐडमिनिस्ट्रेटिव ऑफिसर्स इस फॉर्मिडेटरी आश्वासन पर ध्यान देंगे और अपने स्टेट्यूट में इसे लाएंगे। मैं तो श्री जी के सामने यह प्रस्ताव रखा था कि आप इसके स्वीकार कीजिए। अगर कठिनाई हो तो फिर हाउस के सामने आइए, आपके सुझाव मिल सकते हैं लेकिन वे कहते हैं कि इसकी अभी स्वीकार करें। अगर ज़रूरत होगी तो मैं फिर आऊंगा। श्री जी की मंशा तो अच्छी है। मैंने उन्हें बधाई भी दी थी। तीन दिन में उन्होंने हिंदी सीखकर प्रथमा और मध्यमा को वाद किया, सैटर्डे और सैंडे को इसके लिए समय देकर वे तैयार होकर आए हिंदी में बोलने के लिए। जो अफसर इंप्लिमेंट करते हैं, ऐसी मंशा अगर उनकी हो जाए तो हिंदी की बहुत तरकी हो जाएगी। तो माननीय श्री जी के आश्वासन और सभी साधियों के आश्वासन से मैं अपने संशोधन को वापस लेता हूँ।

उपसभाध्यक्ष (श्रीमती कमला सिन्हा): माननीय सदस्य श्री हेमन्त मन्तव्या जी ने अपने संशोधन को वापस लिया। क्या सदन इसकी अनुमति देता है?

The amendment (No. 3) was, by leave, withdrawn.

उपसभाध्यक्ष (श्रीमती कमला सिन्हा): सदन की अनुमति से वह संशोधन वापस हुआ। अब मैं धार 3 को सदन की सहमति के लिए रखती हूँ।

The question was put and the motion was adopted.

Clause 3 was added to the Bill.

Clauses 4 to 44 and the Schedule were added to the Bill.

Clause 1—Short title and commencement

श्री एस० आर० बोम्बई: मैं प्रस्ताव करता हूँ कि:

पृष्ठ 1 पर, पंक्ति 4 में अंक "1995" के स्थान पर अंक "1996" प्रतिस्थापित किया जाये।

The question was put and the motion was adopted.

Clause 1, as amended, was added to the Bill.

Enacting Formula

श्री एस० आर० बोम्बई: मैं प्रस्ताव करता हूँ कि:

पृष्ठ 1 पर, पंक्ति 1 में शब्द "छियालीसवें" के स्थान पर शब्द "सैतालीसवें" प्रतिस्थापित किया जाये।

The question was put and the motion was adopted.

The Enacting Formula, as amended, was added to the Bill.

The Title was added to the Bill.

श्री एस० आर० बोम्बई: मैं प्रस्ताव करता हूँ कि:

संशोधित विधेयक को पारित किया जाये।

The question was put and the motion was adopted.

उपसभाध्यक्ष (श्रीमती कमला सिन्हा): बिल पारित हुआ, संशोधित विधेयक पारित हुआ। श्री जी आपको धन्यवाद।

श्री एस० आर० बोम्बई: आपकी और सदन को धन्यवाद।

श्री सी० एम० इब्राहिम: सदन को भी धन्यवाद।

THE INDIAN CONTRACT (AMENDMENT) BILL, 1992—(contd.)

उपसभाध्यक्ष (श्रीमती कमला सिन्हा): इंडियन कंट्रैक्ट एक्ट पर बहस हो रही थी। श्री सनातन बिसि जी बोल रहे थे।

Mr. Sanatan Bisi was on his legs. He is absent.

SHRI RAMACHANDRAN PILLAI (Kerala): Madam, Vice-Chairperson, I am not a legal expert. I am a layman. I have read the Indian Contract (Amendment) Bill, 1992 many times. I also read the Ninety-seventh Report of

the Indian Law Commission. I agree with the philosophy behind this amendment. But I have my own reservations with the wording of this amendment. I fear that the wording of this amendment may attract a spate of litigations. I would come to that particular aspect later on.

Firstly, I would like to deal with the philosophy behind this Amendment Bill. I say that I am happy to support the philosophy behind this Bill because the philosophy behind this Amendment Bill is against the philosophy of the IMF, the World Bank and the WTO. The parent Act was passed in the year 1872 by the British rulers. Actually, the philosophy prevalent at that time was the philosophy of *laissez-faire*. We all know what is meant by the *laissez-faire* policy. The State has no role in the economic affairs, let the parties enter into agreements. Let them create rights and liabilities. Let the economic laws deal with the economic affairs, demand, supply, exchange and the operation of the free-market forces. Actually, the State is concerned only with the laws, regulations and procedures. The role of the State is considered to be the role of an umpire. An umpire cannot play in the game. In all games, an umpire only ensures fairplay. Like that, the Government has no role at all in the economic affairs. This particular philosophy is so evident in the 1872 Act. Actually, the 1872 Act stresses the liberty of the individual for the creation of rights and liabilities and the liberty of the individual for the extinguishment of rights and liabilities. When rights and liabilities are created, naturally, the Government comes into the scene. And the Government makes its own laws for the enforcement of these rights and liabilities. So, the role of the Government is the role of policy, the role of controlling the economic transactions. This is so vividly and faithfully expressed in section 28 of the Indian Contract Act. The present section 28 of the Indian Contract Act prohibits any absolute restriction for going to courts and tribunals and states that those restrictions are void. It also

restricts any curtailment of a party, going to the court. But this particular section 28 does not prohibit the extinguishment of any rights or liabilities. This is an anomalous position. But this anomaly is the creation of the *laissez-faire* policy because the *laissez-faire* policy stresses the liberty of the individual in creating rights and liabilities. If rights and liabilities are created, it is the task of the State to regulate them and enforce them. So, this particular aspect is very effectively put forth by the Law Commission Report. The, Law Commission Report reads as under:—

Under section 28 of the Indian Contract Act 1872, the point in brief is stated as under:—

"An agreement which limits the time within which a party to an agreement may enforce his rights under any contract by proceedings in a court of law, is void to that extent. But this section does not invalidate an agreement in the nature of a prescription, that is to say, an agreement which provides that at the end of a specific period if the rights thereunder are not enforced, the rights shall cease to exist."

So, this distinction between a right and a remedy is there in the present form in section 28 of the Indian Contract Act. Now, the Government is coming forward with an amendment for the intervention of the State in the right of the individual in the creation and extinguishment \* of rights and liabilities. I approve of this thing. I support this philosophy because the Government accepts the right of social intervention, the State's intervention, in the economic affairs. That is why, particularly in the present context, the IMF, the World Bank, the World Trade Organisation and their friends are advocating that the State should go away from the economic affairs. In that particular context, the Government is coming forward with a new restriction in the creation and

extinguishment of rights and liabilities. That is why I support the philosophy behind this amendment. I also urge upon the Government to expand its area of intervention for protecting the interests of the overwhelming majority, the poorer sections, who are exploited, oppressed and discriminated against.

Now, I would like to deal with the present amendment moved by the Government. Actually, the intention of the amendment is to remedy this anomaly. But I fear that the wording of the present amendment go beyond the scope of the intention and that will create a lot of confusion. Now, I come to the amendment. Sub-section (a) deals with the present section 28 of the Act. Sub-section (b) is intended to find a solution to the anomalous position. It reads as under:—

"...Which extinguish the rights of any party thereto or any liability under or in respect of any contract on the expiry of a specific period so as to restrict any party from enforcing its rights."

It means any agreement that extinguishes the rights of any party under or in respect of any contract on the expiry of a specific period or discharges any party under or in respect of any contract on the expiry of a specific period...

[The Vice-chairman (Shri G. Swaminathan) in the Chair]

...is intended to restrict any party from enforcing his rights, is void to that extent. So, my fear is that the fixation of a specific period "for the operation of rights and liabilities be construed as a restriction and then be argued as a void contract. I also fear that the present wording. ...*(Interruption)*...

THE VICE-CHAIRMAN (SHRI G. SWAMINATHAN): Please conclude... *(Interruption)*... Please conclude.

SHRI RAMACHANDRAN PILLAI: I am explaining the clause.

THE VICE-CHAIRMAN (SHRI G. SWAMINATHAN): No, no; please conclude. Your time is up.

SHRI RAMACHANDRAN PILLAI: Yes, I am trying. So, fixation of any period, if first considered as a restriction and then argued that the particular fixation is void, will lead to unlimited operation of the rights and the liabilities. That is my fear. I want to bring to the notice of the hon. Minister three instances. A multinational company is entering into an agreement with India to construct a plant in India and the Indian Government gives a guarantee of a particular return or yield. There is a condition that the international company should complete the plant within a specified period, and, if it does not do so, the liability of the Government to ensure returns stands extinguished. The firm does not complete the construction of the plant within the specified period. It takes more years. Then the Government comes forward and says, "We have no liability to ensure the returns." Can the firm argue that fixation of this particular period is a restriction on enforcement of its rights and hence void? And the other is 'A' and 'B' enter into an agreement. 'A' agrees to sell two acres of his land to 'B' at a price of five lakhs and 'B' agrees to offer the price within six months. It is also provided that if 'B' does not pay within six months, 'A' has no liability to sell his property. Can we claim that this specification of six months' time is a restriction on enforcement of our rights or that this particular condition is void? And there is a contractual agreement between the Government and a particular person, and the Government appoints a particular person to a post and asks

him to join duty within seven days, and if he does not appear before the Government, that appointment order stands cancelled. Can this period of seven days be a restriction on enforcement of his rights? My doubt is whether the particular wording "on the expiry of a specific period so as to restrict any party from enforcing his rights" is correct. The specification or the fixation of a period is considered a restriction, and if they argue that it is void, then no contract would be possible. This is the point that I want to raise. I support the philosophy behind this law, but I have my own doubts with regard to the wording of this particular section.

3.00 P.M.

PROF. RAM KAPSE (Maharashtra): Hon. Vice-Chairman, Sir, I rise to support this Bill. Actually cases under the Contract Act went up to the Supreme Court in the last 12 years and though the section in the Act was detrimental to the interests of consumers, the Court could not decide in favour of the consumers because of this section in the Act. This amendment will correct the situation. We were waiting for this amendment for the last 12 years. Twelve years ago, on 7th May, 1984, an assurance was given in the Rajya Sabha itself that the Government would come forward with an amendment to see that the Contract Act was in conformity with the purpose of the Government. Still it took 12 long years. Now we are talking of assurances. Mr. Hanumanthappa was very much annoyed because of the assurance and he had a right to do so because for the last 12 years we could not do anything. When the Standing Committee took up the matter in 1994 it was said that the Committee on Government Assurances was pursuing this issue. But the bureaucratic approach came in the way and it took long 12 years to bring this amendment before us. I would like to support this amendment in the present form so that at least today we stand by the assurance given by the Government 12 years ago.

A distinction is assumed to exist between remedy and right and this distinction is the basis of the present position under which a clause barring a remedy is void but a clause extinguishing the rights is valid. Now because of this amendment the consumers will be benefited. Since the amendment is in the interest of the consumers and in the interest of the persons who are economically disadvantaged, I support this amendment. We expect hereafter, at least, the attitude of the bureaucracy would change. Amendments should be brought as early as possible and, at the same time this amendment was brought here in 1992; it took us four years—we should also mend our matters. I support it in the present form and I request the entire House to support it. I would again request the Law Minister to take an early decision on the new Law Commission's recommendations which are in the interest of the society. As far as the recommendations of the Law Commission are concerned, if an early decision is taken, that will be in the interest of the society. Thank you.

SHR1 R. MARGABANDU (Tamil Nadu): Respected Vice-Chairman, Sir, I am very thankful to you for giving me this opportunity to express my views on this amendment. Mr. Ramachandran Pillai said that he was approaching this amendment as a layman. But I am approaching this amendment as an advocate, as a practising lawyer, who is experiencing difficulties in the courts of law where the rights of the parties are being denied. I would like to say that when this Indian Contract Act was enacted in 1872 there was only one restrictive clause that the parties should not impose their own limitations. That action alone was restricted and was held to be void under the present Act. But the later position is this. If the rights are to be extinguished, there is no provision at all made in the Act. This anomaly was pointed out in 1951 in a judgement delivered by the Bombay High Court.

The common man's right is

extinguished by this Act. But no step had been taken to rectify it. In 1960, the Punjab High Court, while rendering a judgement, held the extinguishing right to be void. These are two anomalous positions. The Law Commission was constituted in the year 1984. It had come forward with a proposal to introduce this amendment to remove the extinguishing right. This Bill was introduced in the year 1992. It has taken us four years to discuss it. So much injustice has been done to the common man. I would request the Government to give it retrospective effect. It should be made effective from 1984 onwards. It should be made applicable to all the pending proceedings in the courts of law. I would also like to submit that a permanent body be constituted which would go into the anomalies that exist in law. In 1872, we had become aware of this lacuna. Now, it is 1996. For so many years injustice was being perpetrated. I would like to say that Section 28 has caused a lot of hardship to the consumer. The present Section 28, declares as void if the party is restricted absolutely by his own limitations from enforcing his rights in respect of any contract, by legal proceedings. The law of limitation prescribes the time-limit for enforcing his right. Under the law of limitation, the time for enforcing an agreement is three years. I can quote an instance: Two parties enter into an agreement for the sale of an immovable property. They enter into a contract which stipulates that within three months or within six months, the consideration should be paid and registration should be effected. But if they cannot do it, unless it is prohibited, the party loses its right. The law enjoins upon them to file a suit within a period of three years. In the case of specific purpose suit this' is followed. But the clause, extinguishing the right or discharging any party of his liability in respect of any contract on the expiry of the specific period so as to restrict any person from enforcing his right, is not made violative. I can give examples of the Indian Insurance Companies Act, and

the Fire Insurance Act. The three major corporations, while entering into a contract, incorporate certain conditions which are advantageous to them. They can do this because of the high position they hold. They are in a position to dictate terms to parties which enter into contract. They impose conditions to the effect that unless the claim is made within six months or within one year, the right is extinguished. This causes a lot of hardship to the common man. These big companies are in a position to dominate the common man. I support this amendment and I am thankful to the hon. Minister for bringing forward this legislation.

Now, Sir, I would like to say that the position of the parties who had occasion to deal with business being unequal, the consumer may have to 'agree' to a clause extinguishing the right. So this anomaly is sought to be rectified by this Bill. So in this way, this Bill is very much appreciated. So, Sir, I would like to quote some of the defects in the Act. Firstly, it causes serious hardships to those who are economically disadvantaged and is violative of economic justice. Secondly, in particular, it harms the interest of the consumer dealing with big corporations and thirdly, it is illogically being based on a distinction which treats the more severe flaws and invalidates the lesser ones. So, Sir, this Bill, this legislation, which is being brought, with a view to helping the common man should have been brought even in the year 1951 itself. The Bombay High Court came forward pointing out these flaws which were causing injustice to the common man even in the year 1951. But the Government had not taken care of it and it has slept over, the reason being that there was no permanent agency to find out the flaws and intricacies which affect the interest of the common man, there was no permanent body to look into this position. With this, I would request the hon. House to give retrospective effect to this Bill, at least from the year 1984 and to make it

applicable to the pending proceedings. With this, I conclude my speech. Thank you.

SHRI SANATAN BISI (Orissa): Thank you, Sir, for giving me this opportunity. It is a very welcome proposition that no man can exclude himself from the protection of court by contract. So, while we support the present amendment, I will seek some clarifications in view of the multinational contract and World Trade Organisation. What will be the impact as far as the amendment is concerned? The second thing is regarding financial services, banking, insurance, security and trade. In all these cases when we are intruding into World Trade Organisation, what will be the effect of this amendment and whether any suitable action can be taken to give the benefit of economic justice avoidance of hardship and systematic application of law? As you know, as far as the Contract Act 1870 is concerned, this Act is not applicable to the State of Jammu and Kashmir. There is a restraint. As far as restraint of trade is concerned, I want to know from the Minister whether the anomaly will be cleared by this amendment and if it is not cleared, what more can be done for the purpose of giving justice to the people at large? Thank you.

THE VICE-CHAIRMAN (SHRI G. SWAMINATHAN): Any other Member who wants to participate can do so.

श्री जलालुद्दीन अंसारी (बिहार) उपसभा-ध्यक्ष महोदय, यह इंडियन कंट्रैक्ट अमेन्डमेंट बिल, 1992 से पेंडिंग है। एक तो यह बिल देरी से आया है और एक इस में छोटा सा संशोधन है। संशोधन से कंट्रैक्ट वाली जो पार्टियां हैं, उन को जो रोक आता था। तो उनके जो लीगल गैरट्स हैं, अब उन को वह कानूनी हक मिल जाएगा। इसलिए मैं इस संशोधन का समर्थन करता हूँ। इस संशोधन से पार्टियों को उन के कानूनी गैरट्स को एंस्टर करने का हक मिलता है। वह एक छोटा सा अमेन्डमेंट है, लेकिन वह पार्टियों के हितों की रक्षा करता है। इस कारण मैं इस बिल का समर्थन करता हूँ।

उपसभाध्यक्ष महोदय, इंडियन लॉ कमिशन ने अपनी

रिपोर्ट में रिकमेंड किया है कि सेक्शन—28 को सूटब्लू अमेन्ड किया जाए। उसे ध्यान में रखते हुए वह जो संशोधन लाया गया है, मैं इस संशोधन का समर्थन करता हूँ और आशा करता हूँ कि कंट्रैक्ट एक्ट में जो एनोमेली थी, वह इस संशोधन से दूर होगी।

इन्हीं शब्दों के साथ मैं इस बिल का समर्थन करता हूँ।

انٹرنی جلال الدین انصاری بہار: اب سبھا اور حیکمش مہودے۔ یہ انٹرن کنٹریکٹ بل 1992 سے پینڈنگ ہے۔ ایک تو یہ بل دیری سے آیا ہے اور ایک اس میں چھوٹا سا سنشودھن ہے۔ اس سنشودھن سے لاء ٹریڈ اور انجور و کاجا نا تھا۔ تو ان کے جو لیگل راسٹنس ہیں۔ اب انکو یہ قانونی حق مل جائیگا۔ اسلئے میں اس سنشودھن کا سمرٹھن کرتا ہوں۔ اس سنشودھن سے پارٹوں کو ان کے قانونی راسٹنس کو ایسٹ کرنے کا حق ملتا ہے۔ یہ ایک چھوٹا سا امینڈمینٹ ہے۔ لیکن یہ پارٹوں کے حقوق کی راکشا کرتا ہے۔ اس کارن میں اس بل کا سمرٹھن کرتا ہوں۔

اب سبھا اور حیکمش مہودے۔ انٹرنی لاء کمیشن نے اپنی رپورٹ میں ریکمنڈ کیا ہے کہ سیکشن 28 کو سوٹبلی امینڈ کیا جائے۔ اسے دھیان میں رکھتے ہوئے یہ جو سنشودھن لایا گیا ہے میں اس سنشودھن کا سمرٹھن کرتا ہوں اور آشا کرتا ہوں کہ کونٹریکٹ

ایکٹ میں جو اپنا مہی نہیں دے اس منسودہ  
سے دور ہوگی۔  
انہی تبدیلات کے ساتھ میں اس  
بل کا سمرقن کرتا ہوں۔ "ختم شد"

THE MINISTER OF STATE OF THE DEPARTMENTS OF LAW AND JUSTICE (SHRI RAMAKANT D. KHALAP): Mr. Vice-Chairman, Sir, I am grateful to the hon. Members who have extended their wholehearted support to this Bill. The discussion has very clearly brought out the sluggish attitude of our system which has slept over this discrepancy, this anomaly which has been existing from the day this Act came into force. I, am particularly indebted to Shri Margabandu for bringing to the notice of this House that we all have slept over this issue even though the Bombay High Court pointed out this anomaly as far back as 1951. And this very Bill is crawling in this House since 1992. However, the House has come today to the rescue of the consumer who has been suffering at the hands of the powerful industrial and commercial sectors which have made him sign on the dotted lines. Today this particular aspect is clarified. I think it is an opportunity to say to myself that such a situation should not happen again.

The Law Commission has been submitting reports to the Government from time to time. It will be our endeavour to study these reports as soon as they are given to us and to sincerely try to implement the recommendations contained in those reports. The suggestion of Shri Margabandhu that we should have a permanent body to consider such aspects is a welcome suggestion. However, I will not give any assurance on this issue beyond saying that there is already a permanent body, the Law Commission, to which various issues are referred from time to time.

I thank you all once again.

SHRI VAYALAR RAVI (Kerala): Mr. Vice-Chairman, Sir, hon. Member Margabandu has raised a point in regard to the century-old law which is existing today. There might have been a lot of case law on various issues connected with this Act. The Supreme Court might have taken various decisions in litigations involving the Act. In that background, we want to know whether the hon. Minister proposes to bring forward a comprehensive law replacing the old one.

SHRI RAMAKANT D. KHALAP: This issue will have to be studied threadbare, in detail. Therefore, it is difficult for me to say that we will come out with a comprehensive law right now.

SHRI R. MARGABANDU: Mr. Vice-Chairman, let the hon. Minister at least assure us that the Bill would be given retrospective effect from 1982.

SHRI RAMAKANT D. KHALAP: Mr. Vice-Chairman, Sir, all the suggestions made by the hon. Members are being taken into consideration. At present, let us have the Bill passed the way it is. It is pending here since 1992. If there are any inadequacies in the Bill and if they are brought to the notice of the Government, we will certainly come before the House with further amendments.

SHRI RAMACHANDRAN PILLAI: Mr. Vice-Chairman, I have raised a point. I have said that the fixation of a period could be considered as a restriction and argued as a void condition. Sub-clause (b) of clause 28 reads thus and I quote:

"which extinguishes the rights of any party thereto, or discharges any party thereto, from any liability, under or in respect of any contract on the expiry of a specified period so as to restrict any party from enforcing his rights."

My argument is this, Sir. Any fixation of

a period could be considered by any of the interested parties as a restriction imposed on the enforcement of its rights. So, any fixation for implementation of a contract could be treated as a restriction. This is my doubt because wording is there. The wording of sub clause (a) is, "This limits the time within which he may, thus, enforce his right". That is one thing and that we can understand, which is the limited purpose. Here it says, "specified period so as to restrict any party from enforcing its rights." This is much wider. My doubt is whether any fixation of a period for the operation of a contract could be considered as a restriction and argued as void. Take any sale agreement or any contractual agreement for appointment of a person. Suppose 'A' appoints 'B' and asks him to join duty within seven days. If he doesn't join duty within seven days, his right of appointment stands cancelled. Can this specification of seven days be considered as a restriction and argued as a void restriction? If it is so, then there can't be any agreement in this country. (*Interruptions*) No. The difficulty is that. Can you prescribe a time limit for the enforcement of rights? I am only concerned about wording. Can this wording be considered as a restriction...?

THE VICE-CHAIRMAN (SHRI G. SWAMINATHAN): Please address the Chair.

SHRI R. MARGABANDU: Mr. Vice-Chairman, am I permitted to say a few words on this aspect? Sir, under the Common Carriers Act, under the Limitation Act, for claiming damages a three year's time-limit is fixed. In the case of insurance companies under the Common Carriers Act and also under the Fire Insurance Companies Act, they have restricted the time limit saying that within six months or one year time-limit, the person must make his claim, otherwise he loses his right. Though under the common law or the

law of limitations, a three years' time-limit is there, this right and the remedy for the common man is restricted. Now, that anomaly has been removed by sub clause (b). If we allow that position, the entire Section 28 can be taken away from the statute. So, the restriction on the time imposed by the dominant party has to be removed by sub clause (b). This is a welcome idea. There is no doubt about it at all.

SHRI RAMAKANT D. KHALAP: I think this point has been answered by Shri Margabandu. In fact clause (b) is absolutely clear. In spite of all this, there can still be situations and situations and arguments and arguments in different ways, all of which cannot be foreseen at this particular stage. So, my opinion is that as this amendment has been put forward with due consideration of the various pronouncements of the courts that have come from time to time. I submit that the language used in this Bill is absolutely clear. It should expel every doubt that has been expressed in this House. I request you to pass it.

PROF. RAM KAPSE: Sir, I had suggested that the latest report of the Law Commission should be placed on the Table of the House. I want to know when you are placing.

SHRI RAMAKANT D. KHALAP: Sir, I hope to place it on the Table of the House before the end of this Session.

THE VICE-CHAIRMAN (SHRI G. SWAMINATHAN): The question is:

"That the Bill further to amend the Indian Contract Act, 1872, be taken into consideration."

*The motion was adopted.*

THE VICE-CHAIRMAN (SHRI G. SWAMINATHAN): We shall now take up clause by clause consideration of the Bill. We shall now put clause 2 to vote. There is an amendment by Shri Ramachandran Pillai.

*Clause 2*

## Amendment of Section 28

SHRI RAMACHANDRAN PILLAI:

Sir, I beg to move:

"That at page 1, line 17-18 for the world "so as to restrict any party from enforcing his rights", the words "which limits the time within which he may thus enforce his rights" be *substituted*.

The question was proposed.

SHRI RAMACHANDRAN PILLAI:

Sir, I move this amendment just to avoid the confusion in sub-section (b). I still fear that the present amendment will attract a spate of litigations and all fixation of time in a contract for its enforcement will be argued as a restriction and create a spate of litigations. Actually, the Law Commission's report made a proposal for amendment. The Government rejected that amendment. This is the revised section as 28 proposed by the Law Commission. The Government rejected their wording and put its own wording. The wording is so confusing...

SHRI VAYALAR RAVI: I want to know whether the contents are the same or not.

SHRI RAMACHANDRAN PILLAI: Exactly. ...*(Interruptions)*... What is the wording of this particular thing? This way the wording is vague. That is why I move my amendment. My amendment is this. "On page 1, line 17-18, for the words "so as to restrict any party from enforcing his rights" the words "which limits the time within which he may thus enforce his rights" be substituted. So, I am taking the last word of sub-clause (a) and asking for substitution of this. My submission is this. This will take away all doubts and vagueness from the sub-clause and make it precise, short and to the point.

THE VICE-CHAIRMAN (SHRI G. SWAMINATHAN): Mr. Minister, have you anything to say?

SHRI RAMAKANT D. KHALAP:

Sir, I request the hon. Member not to press any amendment, at this stage. Sub-clause (b) is absolutely clear. In fact, the simplest language has been used here.

THE VICE-CHAIRMAN (SHRI G. SWAMINATHAN): Mr. Pillai, are you pressing your amendment?

SHRI RAMAKANT D. KHALAP: Sir, he is withdrawing it.

SHRI RAMACHANDRAN PILLAI: Actually, I am not satisfied with the reply, but I am not pressing my amendment.

SHRI VAYALAR RAVI: Sir, I want to know whether the amendment has been withdrawn...*(Interruptions)*... This amendment can go against the existing law also...*(interruptions)*...

*The amendment was, by leave, withdrawn.*

*Clause 2 was added to the Bill.*

## Clause 1: Snort Title

SHRI RAMAKANT D. KHALAP: I move:

"That at page 1, line 4, for the figure "1992" the figure "1996" be *substituted*."

*The question was put and the motion was adopted.*

*Clause 1, as amended, was added to the Bill.*

## Enacting Formula

SHRI RAMAKANT D. KHALAP: I move:

"That at page 1, line 1, for the word "forty-third" the word "forty-seventh" be *substituted*.

*The question was put and the motion was adopted.*

*The Enacting Formula, as amended, was added to the Bill.*

*The Tide was added to the Bill.*

SHRI RAMAKANT D. KHALAP: I move:

"That the Bill be passed."

*The question was put and the motion was adopted.*

**THE SEAMEN'S PROVIDENT FUND  
(AMENDMENT) BILL, 1995**

THE VICE-CHAIRMAN (SHRI G. SWAMINATHAN): We are now taking up the Seamen's Provident Fund (Amendment) Bill, 1995.

SHRI VAYALAR RAVI (Kerala): Sir, there is a supplementary list of business which says that Shri Ram Vilas Paswan will make a statement.

THE VICE-CHAIRMAN (SHRI G. SWAMINATHAN): The Minister came here and requested time till 4.15 p.m.

SHRI VAYALAR RAVI: But at 4 o'clock we have a Short Duration Discussion.

THE VICE-CHAIRMAN (SHRI G. SWAMINATHAN): The Minister is in the Lok Sabha now. He came here and requested. He is on his legs there.

SHRI VAYALAR RAVI: Sir, the point is very simple. There are two Ministers. One is the Cabinet Minister and the other is the Minister of State. The Minister of State is here.

THE VICE-CHAIRMAN (SHRI G. SWAMINATHAN): The Railway Minister himself is taking interest to make the statement. *(Interruptions)*

SHRI VAYALAR RAVI: What about the protocol? *(Interruptions)*

THE VICE-CHAIRMAN (SHRI G. SWAMINATHAN): We can take up protocol. He himself is taking interest. He himself wants to make the statement.

THE LEADER OF OPPOSITION (SHRI SIKANDER BAKHT): Why did he not foresee all the difficulties? This is very bad. *(Interruptions)* It is not possible at 4.15 p.m. We are going to have a Short-Duration Discussion.

SHRI SATISH AGARWAL (Rajasthan): It is already listed in the supplementary business. It cannot disturb the original list of business.

SHRI SIKANDER BAKHT: He himself plans! *(Interruptions)*

PROF. VIJAY KUMAR MALHOTRA (Delhi): Sir, it is a very important Short Duration Discussion. I would be speaking at the right time. My speech should not be stopped in the midst. If the statement is made, it is difficult. Let it be at 6 o'clock. *(Interruptions)*

THE VICE-CHAIRMAN (SHRI G. SWAMINATHAN): Immediately after his work is over in Lok Sabha he would come here. That is what he said.

SHRI VAYALAR RAVI: 4 o'clock business cannot be changed.

SHRI PRANAB MUKHERJEE (West Bengal): Already we have selected the agenda. Just in order to make it convenient for the Minister; please do not change it. Let us have the discussion at 4 o'clock and the Minister can make his statement after that.

THE VICE-CHAIRMAN (SHRI G. SWAMINATHAN): We will request him. We will put it before the House adjourns for the day. We are now taking up the Seamen's Provident Fund (Amendment) Bill.

THE MINISTER OF SURFACE TRANSPORT (SHRI T.G. VENKATRAMAN): Sir, I move:

"That the Bill to amend the Seamen's Provident Fund Act, 1996, be taken into consideration."

With your premission, I would like to say a few words while moving the Seamen's Provident Fund (Amendment) Bill, 1996 for consideration and approval. The Seamen's Provident Fund Act, 1966 was enacted by the Parliament to provide for the institution of a Provident Fund for seamen. In the process of Implementing the provisions of the Act, certain practical difficulties have been experienced from time to time. For