* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 13th APRIL, 2023

IN THE MATTER OF:

\+ **LPA 532/2022 & CM 12700/2023**

MEET MALHOTRA ..... Appellant

Through: Mr. Meet Malhotra, Appellant - In person with Mr. Ravi S. S. Chauhan, Mr. Pallak Singh, Advocates

versus

UNION OF INDIA THROUGH SECRETARY & ORS.

..... Respondents

Through: Mr. Rajendra Sahu, Sr. Panel Counsel for UoI
Mr. Shadhan Farasat, ASC for GNCTD
Mr. Jayant K. Mehta, Sr. Advocate with Mr. Aditya Vikram Singh, Advocate for NRAI
Mr. Gaurav Sarin, Ms. Charul Sarin, Mr. Harish Kumar, Advocates for DSRA

CORAM:
HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT

SATISH CHANDRA SHARMA, C.J.

1. The present Letters Patent Appeal has been preferred by the Appellant herein against the judgment dated 01.08.2022 passed by the Learned Single Judge in W.P. (C) No. 11410/2021, wherein the Court dismissed the Writ Petition preferred by the Appellant-herein. The Appellant-herein had

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preferred the underlying writ petition challenging a communication dated 31.08.2021 issued by the Office of the Additional Commissioner of Police (Licensing) which was based on the amendments made to Section 3 of the Arms Act, 1959 (*hereinafter referred to as 'the Arms Act'*) by way of the Arms (Amendment) Act 2019 (*hereinafter referred to as 'the 2019 Amendment'*).The instant appeal raises a question regarding the interpretation of Section 3 of the Arms Act i.e., whether a member of the Rifle Club or Rifle Association, which is licensed and recognized by the Central Government, can, in addition to two fire arms, possess a .22 bore rifle or an air rifle for target practice or not.

2. Shorn of details, the facts leading to the instant appeal are that the Appellant herein, who is a designated Senior Advocate of this Court and who is a life member of the National Rifle Association of India (NRAI) had three fire arms, namely, one .22 bore target pistol, one .22 bore rifle and one .32 bore revolver. These fire arms have been duly endorsed on the license of the Appellant. It is stated that prior to the 2019 Amendment, Section 3(2) of the Arms Act permitted a person to acquire, have in his possession or carry, at any time, three fire arms. It is stated that in 2019 there was an amendment to the Arms Act by which the number of fire arms which could be acquired, possessed or carried, at any time, by a person was reduced from three firearms to two firearms. Section 3(2) of the Arms Act, as amended in 2019, reads as under:

> *"3(2) Notwithstanding anything contained in sub-section (1), no person, other than a person referred to in sub-section (3), shall acquire, have in his possession or carry, at any time, more than **two** firearm:*

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Provided that a person who has in his possession more firearms than three at the commencement of the Arms (Amendment) Act, 1983 (25 of 1983), may retain with him any three of such firearms and shall deposit, within ninety days from such commencement, the remaining firearms with the officer in charge of the nearest police station or, subject to the conditions prescribed for the purposes of sub-section (1) of section 21, with a licensed dealer or, where such person is a member of the armed forces of the Union, in a unit armoury referred to in that sub-section.

[Provided that a person who has in his possession more firearms than two at the commencement of the Arms (Amendment) Act, 2019, may retain with him any two of such firearm and shall deposit, within one year from such commencement, the remaining firearm with the officer in charge of the nearest police station or, subject to the conditions prescribed for the purposes of sub-section (1) of section 21, with a licensed dealer or, where such person is a member of the armed forces of the Union, in a unit armoury referred to in that sub-section after which it shall be delicensed within ninety days from the date of expiry of aforesaid one year:

Provided further that while granting arms licence on inheritance or heirloom basis, the limit of two firearms shall not be exceeded.]" (emphasis supplied)

3. It is pertinent to mention that prior to the 2019 Amendment, the figure "two", as emphasised hereinabove, was "three".

4. It is stated that Respondent No.2 herein issued an e-mail to the Appellant on 12.12.2020 directing him to deposit the firearm in excess of two with the jurisdiction of Police Station or with an authorized Arms Dealer or to sell/transfer/gift it online through the Licensing Unit of the Delhi Police. It is stated by the Appellant that by virtue of being a member

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of National Rifle Association of India (**NRAI**), the Appellant was covered under Section 3(3) of the Arms Act since he possessed the .22 bore rifle only for the purpose of target practice and therefore, he was entitled to possess three fire arms with him. Section 3(3) of the Arms Act, reads as under**:**

> *"3(3) Nothing contained in sub-section (2) shall apply to any dealer in firearms or to any member of a rifle club or rifle association licensed or recognised by the Central Government using a point 22 bore rifle or an air rifle for target practice."*

5. The Appellant approached this Court by filing W.P.(C) No. 11410/2021 seeking the following reliefs:

> *"(i) issue an appropriate writ direction or order quashing ANNEXUR P-6 (COLLY) holding the same to be against the provision of the Arms Act, 1959, itself, as amended;*
> *(ii) issue an appropriate writ direction and order prohibiting respondent no.1 and 2 from enforcing the Amendment of 2019 to the Arms Act 1959, as against the petitioner;*
> *(iii) issue an appropriate writ direction and order holding that Amendment of 2019 to Arms Act, 1959 does not apply to the petitioner;*
> *(iv) Pass any such further order/order(s) as this Hon'ble Court may deem fit and proper in the circumstances of the case."*

6. It is stated that since this Court did not grant any interim relief to the Appellant, he deposited one of his firearms, namely, the .22 bore rifle in his possession, with a registered dealer of firearms. It is stated that *vide* order dated 01.08.2022, the learned Single Judge dismissed the Writ Petition by holding the following:

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i. Section 3(3) of the Arms Act does not place a dealer of arms, i.e. a person who is in the business of firearms or import and export of firearms, with a person who is a member of a rifle club or association, as the persons who pursue shooting as sporting activity have been dealt with separately in terms of the exemption granted by the Union of India in exercise of its powers under Section 41 of the Arms Act.

ii. The word "acquisition" is a term which has been defined under Section 2(1)(a) of the Arms Act and includes hiring and borrowing apart from its other grammatical variations and cognate expressions.

iii. The provisions of Rule 37 in terms of which a member of a club or association may come to hold or possess, albeit for a temporary period, a firearm which may otherwise be licensed to a club or association, then the member may at the relevant time come to hold a weapon in excess of the maximum number of firearms as prescribed and regulated by Section 3(2) and, therefore, the member can borrow a fire arm from the rifle club and use it for target practice.

iv. The definition of the word “dealer” contained in the Arms Rules 2016 (*hereinafter referred to as ‘2016 Rules’*) includes not just a person trading in weapons but also the NRAI and other associations. The learned Single Judge held that the legislature did not stop exempting dealers from the rigors of the provision. The learned Single Judge held that while Section 3(3) could have stopped at exempting dealers

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generally speaking from the restrictions imposed by Section 3(2), it has additionally catered to a situation where a member of an association or club may be in possession of a firearm in excess of the maximum prescribed limit but the additional firearm comes to be held and possessed by virtue of permissive provisions of the Act and the Rules enabling that member to temporarily hold a weapon that may otherwise be licensed to a club or association and that permission is statutorily accorded to enable that member to use that weapon for the purposes of target shooting or participating in a competition but the Section cannot be read to mean that the member can possess the first firearm for all times to come.

v. Section 3(3) of the Arms Act must be read in a contiguous manner and cannot be approached from a disjointed focal point and a member of an association or club is statutorily accorded the permission to temporarily be in possession of a firearm in excess of two only in case he be holding or be in possession of an additional weapon which may be licensed to the club or association.

7. Aggrieved by the said judgment, the Appellant has filed the instant LPA.

8. The Appellant, who appears in person, contends that under the scheme of the Act and the Rules framed thereunder there are three categories of holders of a firearm license, i.e. (a) "normal citizen" covered by Section 3(2) of the Arms Act, is permitted, now, to hold only two

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firearms; (b) a member of recognized rifle club/association using a specified caliber of a (.22 bore rifle or air rifle) firearm, for the purpose of target practice; and (c) accomplished target shooters who are given a general exemption from the limit of two firearms allowed to a "normal citizen" under Section 3(2) of the Arms Act, by way of a notification under Section 41 of the Arms Act.

9. He submits that he belongs to category (b). He further submits that category (c) shooters are permitted, in addition to the two firearms under Section 3(2), a number of additional firearms depending on the category or class of shooters under which they qualify. He submits that an Arjuna awardee shooter can hold in addition to the two firearms provided for under Section 3(2), another sixteen firearms. Similarly, an international shooter/medallist can hold ten to twelve firearms in addition to the two permitted to a "normal citizen" under Section 3(2) of the Act. Similarly, a junior target shooter and aspiring shooter can possess two firearms in addition to the two permitted under Section 3(2) to "normal citizen".

10. He submits that the Scheme of the Act is very clear inasmuch as two firearms are permitted to a "normal citizen" and an additional one of the specified calibre is permitted for target practice to a member of a recognized rifle club/association i.e. "beginning shooter"; and firearms upto a maximum of 16 are permitted to those who graduate from simple target practice to "accomplished shooters" category as notified and provided for under Section 41 of the Act. He states that being a member of a rifle association and admittedly holding a .22 bore rifle, he was exempted by the provisions of Section 3(3) of the Act.

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11. However, by the impugned communication, an officer of the Ministry of Home Affairs has applied his own peculiar interpretation of the provision of the Arms Act, and taken a view that the relevant provision of Section 3(3) only enables a member of a rifle association to use a firearm belonging to the rifle club/association and did not give such licensee any independent right to hold an additional firearm on the basis of the license granted to him. He submits that the learned Single Judge proceeded to read the aforesaid communication on an entirely assumed hypothetical basis. The Appellant states that the learned Single Judge perceived a severe absurdity in the provision of Section 3(3) of Act, when, in fact, there was none. He further submits that the learned Single Judge interpreted Section 3(3) in a manner to avoid perceived (but non-existent) absurdity and ended up completely reading down the relevant provision of Section 3(3) of the Act, to an extent as to render it completely nugatory.

12. He submits that the learned Single Judge has rightly held that Section 3(2) of the Act, as amended, applies to a "normal citizen" and limits the number of firearms which can be acquired, possessed, or carried by them, to two firearms. He further submits that the learned Single Judge has held that the statutory exemption to Section 3(2) is contained in Section 3(3) of the Arms Act, and that the said statutory exemption applies to a dealer in firearms which in turn includes a rifle association or a rifle club but cannot, on the face of it, apply to a member of a rifle association or club because that would lead to an absurdity and would result in violating the scheme of the Arms Act, by permitting such member to hold any numbers of firearms, without limit.

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13. He submits that to resolve the aforesaid perceived absurdity, the learned Single Judge has held that Section 41 of the Act takes care of the requirement of aspiring, national or international shooters by grant of exemption to such person to holds more firearms than the statutory limit of two prescribed for "normal citizen" by Section 3(2) of the Act, while, simultaneously, completely reading down, in a contrived manner, the phrase "any member of rifle club or rifle association licenses or recognised by the Central Government using a point 22 bore rifle or an air rifle for target practice" in Section 3(3) of the Arms Act to mean only permission to use firearms belonging to a rifle club or association.

14. He further submits that the learned Single Judge has fallen in clear error of fact and law in not appreciating that the exemption from the general rule of limiting firearms to two firearms, for "normal citizen" is provided by Section 3(3) of the Arms Act only and cannot be provided under Section 41 of the Arms Act. He states that though the notifications permitting sports persons of certain qualifications to hold firearms in excess of two are issued under the provision of Section 41 of the Arms Act, the same cannot, in fact, be so issued under the said section. He submits that Section 41 operates in a separate field and the only source of power permitting the Central Government to grant an exemption from the limit of two firearms prescribed in Section 3(2), is under Section 3(3) of the Arms Act. He submits that the learned Single Judge has failed to notice that all shooters, be it aspiring shooters to Arjuna awardees, need to compulsorily be members of a rifle association. The number of weapons, shooters of graded ability and qualification can hold increases, with the shooters' achievement in national and international arena. However, below the aspiring shooter category is the

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member of the rifle club who has not yet transitioned to an accomplished shooter and is therefore permitted to hold, in addition to two firearms permitted to a "normal citizen", a basic target training rifle, i.e. a .22 bore rifle or an air rifle, in order to allow such person to train, compete and go further in hierarchy of shooters. He submits that in overlooking this feature of the Arms Act, the learned Single Judge, has first generated a perceived anomaly and then proceeded to address it, and in doing so done violence to the plain language of the Act and read down the clear words therein. In that view of the matter, it becomes easy to give a natural grammatical meaning to the statutory exemption contained in Section 3(3) which does no violence to the Act, and does not render a part of Section 3(3) of the Act otiose and also completely fits into the scheme of the Act.

15. He submits that of the two interpretations possible, i.e., one taken by the learned Single Judge and the other as urged by him, the first is stretched, does violence to the words of the Act and has been made to resolve a non-existent absurdity whilst the latter reads in harmony with the scheme and purpose of the Act and Rules made thereunder. He submits that the interpretation, as urged by him, makes the Act workable and effective and avoids rejection of the words in the Act while also avoiding any absurdity, perceived or real.

16. *Per contra*, Mr. Shadan Farasat, learned Additional Standing Counsel for the Government of NCT of Delhi, appearing for the Joint Commissioner of Police (Licensing), Delhi (**Respondent No. 2**), submitted that in order to understand the provisions of Section 3(2), it would be necessary to refer to Section 2(1)(a) of the Arms Act which defines the expression “acquisition”. The word “acquisition” is defined in the Act to include hiring, borrowing or

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accepting as a gift, together with all its grammatical variations and cognate expressions. Mr. Farasat contended that sub-sections (2) and (3) cannot be interpreted as placing no restrictions at all on the number of firearms that may be held or possessed by a member of a rifle club or association. It was submitted that the sole reason why members of a rifle club or association may be recognized and be permitted to be in possession of more than two firearms is an acceptance of the position that by virtue of being a member of such association or club, they are also entitled to use, hold and possess a weapon which may otherwise be licensed to that club or association. According to Mr. Farasat, the Legislature being conscious of such an eventuality has made appropriate provisions in sub-sections (2) and (3). In any case it was contended those sub-sections cannot possibly be read as conferring a right on a member of such a club or association to hold any number of firearms in an individual capacity. According to Mr. Farasat, if the contention as advocated on behalf of the Appellant and which was reiterated by the Associations were accepted, it would lead to absurd results with the members of a rifle association or club being recognized to hold any number of weapons without any limit on the total number of arms that may be held by them. Mr. Farasat contends that such an interpretation would result in doing violence to the provisions of the Arms Act and Section 3 itself.

17. Mr. Farasat further contended that Section 3(3) itself links the possession of a firearm by a member of an association to its use for target practice. It was pointed out that as per the provisions of Rule 37 of the 2016 Rules and more particularly sub-section (4) thereof, a member of a rifle club or association is granted the right to take a weapon which may otherwise be

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licensed to that club or association, out of its premises for various purposes including the use of that weapon at a shooting range for training or target practice or for participation in a shooting competition. It was contended that it is to this limited extent alone and to cater to a situation where an individual by virtue of being a member of an association or club may come to hold or possess firearms in excess of two temporarily, that sub-sections (2) and (3) have been incorporated into the Arms Act.

18. Insofar as the notification permitting certain categories and classes of sportspersons to hold firearms in excess of the limit prescribed in Section 3(2) is concerned, Mr. Farasat drew the attention of the Court to the provisions of Section 41 of the Act and the power of the Central Government to grant exemption to persons or a class of persons. It was thus submitted that the notification of 12.02.2020 is liable to be understood and appreciated in that light alone.

19. It was lastly urged by Mr. Farasat that no provision of the Act confers a distinct character or independent rights on members of rifle clubs or associations. He contends that the Guidelines issued by the Ministry of Home Affairs have rightly explained the provisions of Section 3 and thus urges this Court to dismiss the writ petition.

20. Learned Counsel for NRAI supports the contention of the Appellant herein.

21. Heard the parties and perused the material on record.

22. It is well settled that Courts must ordinarily give grammatical meaning to every word used by the legislature and this rule is normally avoided when the language used will lead to absurd results. This has been succinctly explained by the Apex Court in G. Narayanaswami v. G.

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Pannerselvam, **(1972) 3 SCC 717**. The relevant extract of the said judgment reads as under:

> ***"4.*** *Authorities are certainly not wanting which indicate that courts should interpret in a broad and generous spirit the document which contains the fundamental law of the land or the basic principles of its Government. Nevertheless, the rule of "plain meaning" or "literal" interpretation, described in Maxwell's Interpretation of Statutes as "the primary rule", could not be altogether abandoned today in interpreting any document. Indeed, we find Lord Evershed, M.R., saying: "The length and detail of modern legislation, has undoubtedly reinforced the claim of literal construction as the only safe rule". (See : Maxwell on Interpretation of Statutes, 12th Edn., p. 28.) It may be that the great mass of modern legislation, a large part of which consists of statutory rules, makes some departure from the literal rule of interpretation more easily justifiable today than it was in the past.* ***But, the object of interpretation and of "construction" (which may be broader than "interpretation") is to discover the intention of the law-makers in every case (See : Crawford on Statutory Construction, 1940 Edn., para 157, pp. 240-42). This object can, obviously, be best achieved by first looking at the language used in the relevant provisions. Other methods of extracting the meaning can be resorted to only if the language used is contradictory, ambiguous, or leads really to absurd results. This is an elementary and basic rule of interpretation as well as of construction processes which, from the point of view of principles applied, coalesce and converge towards the common purpose of both which is to get at the real sense and meaning, so far as it may be reasonably possible to do this, of what is found laid down. The provisions whose meaning is under consideration have, therefore to be***

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> ***examined before applying any method of construction at all.*** *To these provisions we may now turn."*
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> (emphasis supplied)

23. As a general rule, the language of a statute should be read as it is. Courts should not venture into an exercise to interpret or construe the statute when there is no obscurity or ambiguity in the intention of the legislature. The Hon'ble Supreme Court has expounded this principle in J.P. Bansal v. State of Rajasthan, **(2003) 5 SCC 134**, wherein it held as under:

> ***"14. Where, however, the words were clear, there is no obscurity, there is no ambiguity and the intention of the legislature is clearly conveyed, there is no scope for the court to innovate or take upon itself the task of amending or altering the statutory provisions****. In that situation the Judges should not proclaim that they are playing the role of a law-maker merely for an exhibition of judicial valour. They have to remember that there is a line, though thin, which separates adjudication from legislation. That line should not be crossed or erased. This can be vouchsafed by "an alert recognition of the necessity not to cross it and instinctive, as well as trained reluctance to do so". (See : Frankfurter : Some Reflections on the Reading of Statutes in "Essays on Jurisprudence", Columbia Law Review, p. 51.)*
>
> *xxx*
>
> ***16. Where, therefore, the "language" is clear, the intention of the legislature is to be gathered from the language used. What is to be borne in mind is as to what has been said in the statute as also what has not been said. A construction which requires, for its support, addition or substitution of words or which results in rejection of words, has to be avoided, unless it is covered by the rule of exception, including that of***

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> ***necessity**, which is not the case here. [See : Gwalior Rayons Silk Mfg. (Wvg.) Co. Ltd. v. Custodian of Vested Forests [1990 Supp SCC 785 : AIR 1990 SC 1747] (AIR at p. 1752), Shyam Kishori Devi v. Patna Municipal Corpn. [AIR 1966 SC 1678] (AIR at p. 1682) and A.R. Antulay v. Ramdas Sriniwas Nayak [(1984) 2 SCC 500 : 1984 SCC (Cri) 277] (SCC at pp. 518, 519).] Indeed, the Court cannot reframe the legislation as it has no power to legislate. [See : State of Kerala v. Mathai Verghese [(1986) 4 SCC 746 : 1987 SCC (Cri) 3] (SCC at p. 749) and Union of India v. Deoki Nandan Aggarwal [1992 Supp (1) SCC 323 : 1992 SCC (L&S) 248 : (1992) 19 ATC 219 : AIR 1992 SC 96] (AIR at p. 101).]"* (emphasis supplied)

24. The literal rule of construction requires that the Courts must understand the words in their natural, ordinary or popular sense and phrases and sentences are construed according to their grammatical meaning. In Vijay Narayan Thatte v. State of Maharashtra, **(2009) 9 SCC 92,** the Apex Court has stated:-

> *"**22. In our opinion, when the language of the statute is plain and clear then the literal rule of interpretation has to be applied and there is ordinarily no scope for consideration of equity, public interest or seeking the intention of the legislature. It is only when the language of the statute is not clear or ambiguous or there is some conflict, etc. or the plain language leads to some absurdity that one can depart from the literal rule of interpretation.** A perusal of the proviso to Section 6 shows that the language of the proviso is clear. Hence the literal rule of interpretation must be applied to it. When there is a conflict between the law and equity it is the law which must prevail. As stated in the Latin maxim dura lex sed lex which means "the law is hard but it is the law"."*
> (emphasis supplied)

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25. The principle of literal interpretation also requires that each word in a statute must be given effect to and there is a presumption that every word used by the legislature is intentional. In Nathi Devi v. Radha Devi Gupta, **(2005) 2 SCC 271,** a Constitution Bench of the Hon'ble Supreme Court has stated that:

> *"**14.** It is equally well settled that in interpreting a statute, effort should be made to give effect to each and every word used by the legislature. The courts always presume that the legislature inserted every part thereof for a purpose and the legislative intention is that every part of the statute should have effect. A construction which attributes redundancy to the legislature will not be accepted except for compelling reasons such as obvious drafting errors. (See State of U.P. v. Dr. Vijay Anand Maharaj [AIR 1963 SC 946 : (1963) 1 SCR 1] , Rananjaya Singh v. Baijnath Singh [AIR 1954 SC 749 : (1955) 1 SCR 671] , Kanai Lal Sur v. Paramnidhi Sadhukhan [AIR 1957 SC 907 : 1958 SCR 360] , Nyadar Singh v. Union of India [(1988) 4 SCC 170 : 1988 SCC (L&S) 934 : (1988) 8 ATC 226 : AIR 1988 SC 1979] , J.K. Cotton Spg. and Wvg. Mills Co. Ltd. v. State of U.P. [AIR 1961 SC 1170] and Ghanshyamdas v. CST [AIR 1964 SC 766 : (1964) 4 SCR 436] .)"*

26. An aspect of the general principle that the language of the statute should be read as it is, is that Courts should avoid adding or substituting words into a statute, as that would amount to legislation by the Court. Even where there is an existence of a *casus omissus*, i.e., there has been an omission on the part of the legislature while enacting the statute, the Courts ought not to introduce words to the statute. There is a presumption against *casus omissus* and the Court should only introduce words into the legislation when it is a clear case of necessity and the reason to do so is found within

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the four corners of the legislation itself. This principle has been explained by a Constitution Bench of the Apex Court in Padma Sundara Rao v. State of T.N., **(2002) 3 SCC 533,** wherein the Court held as under:

> *"**15.** Two principles of construction **— one relating to casus omissus** and the other in regard to reading the statute as a whole — **appear to be well settled**. **Under the first principle a casus omissus cannot be supplied by the court except in the case of clear necessity and when reason for it is found in the four corners of the statute itself but at the same time a casus omissus should not be readily inferred and for that purpose all the parts of a statute or section must be construed together and every clause of a section should be construed with reference to the context and other clauses thereof so that the construction to be put on a particular provision makes a consistent enactment of the whole statute. This would be more so if literal construction of a particular clause leads to manifestly absurd or anomalous results which could not have been intended by the legislature.** "An intention to produce an unreasonable result", said Danckwerts, L.J., in Artemiou v. Procopiou [(1966) 1 QB 878 : (1965) 3 All ER 539 : (1965) 3 WLR 1011 (CA)] (at All ER p. 544-I), "is not to be imputed to a statute if there is some other construction available". **Where to apply words literally would "defeat the obvious intention of the legislation and produce a wholly unreasonable result", we must "do some violence to the words" and so achieve that obvious intention and produce a rational construction.** [Per Lord Reid in Luke v. IRC [1963 AC 557 : (1963) 1 All ER 655 : (1963) 2 WLR 559 (HL)] where at AC p. 577 he also observed : (All ER p. 664-I) "This is not a new problem, though our standard of drafting is such that it rarely emerges."]"*
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> (emphasis supplied)

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27. Only when there are doubts regarding the meaning of words as used in a Statute, it is appropriate for the Court to look at the object and purpose of the statute. In such scenarios, the purposive rule of construction requires that the words of a statute must be understood in the sense in which they harmonise with, and help in furthering the purpose for which the legislation was enacted. It is ordinarily preferred to apply the principle of purposive construction when literal construction leads to an absurdity. In Shailesh Dhairyawan v. Mohan Balkrishna Lulla, **(2016) 3 SCC 619,** the Apex Court explained the principle of purposive construction as under:

> *"**31.** The aforesaid two reasons given by me, in addition to the reasons already indicated in the judgment of my learned Brother, would clearly demonstrate that the provisions of Section 15(2) of the Act require purposive interpretation so that the aforesaid objective/purpose of such a provision is achieved thereby. **The principle of "purposive interpretation" or "purposive construction" is based on the understanding that the court is supposed to attach that meaning to the provisions which serve the "purpose" behind such a provision. The basic approach is to ascertain what is it designed to accomplish? To put it otherwise, by interpretative process the court is supposed to realise the goal that the legal text is designed to realise.** As Aharon Barak puts it:*
>
> > *"Purposive interpretation is based on three components: language, purpose, and discretion. Language shapes the range of semantic possibilities within which the interpreter acts as a linguist. Once the interpreter defines the range, he or she chooses the legal meaning of the text from among the (express or implied) semantic possibilities. The semantic component thus sets*

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> *the limits of interpretation by restricting the interpreter to a legal meaning that the text can bear in its (public or private) language." [Aharon Barak, Purposive Interpretation in Law (Princeton University Press, 2005).]*
>
> ***32. Of the aforesaid three components, namely, language, purpose and discretion "of the court", insofar as purposive component is concerned, this is the ratio juris, the purpose at the core of the text. This purpose is the values, goals, interests, policies and aims that the text is designed to actualise. It is the function that the text is designed to fulfil.***
>
> ***33.*** *We may also emphasise that the statutory interpretation of a provision is never static but is always dynamic. Though the literal rule of interpretation, till some time ago, was treated as the "golden rule",* ***it is now the doctrine of purposive interpretation which is predominant, particularly in those cases where literal interpretation may not serve the purpose or may lead to absurdity. If it brings about an end which is at variance with the purpose of statute, that cannot be countenanced.*** *Not only legal process thinkers such as Hart and Sacks rejected intentionalism as a grand strategy for statutory interpretation, and in its place they offered purposivism, this principle is now widely applied by the courts not only in this country but in many other legal systems as well."* (emphasis supplied)

28. From the aforesaid decisions, it becomes clear that the general principle for interpretation of statute is that it is expedient to give meaning to each word used in the statute, its ordinary and plain meaning. The rule of literal interpretation provides that the words used in a statute must be given the meaning they have in the natural, ordinary or popular sense. In the event that applying the literal rule of construction results in an absurdity, the

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Courts should rely upon the principle of purposive interpretation, which requires the Courts to construe the statute in a harmonious manner, such that it furthers the object and purpose for which the statute was enacted. Courts should not introduce, add or substitute words to a statute in the ordinary course and should only do so when there is a clear case of necessity and should be done within the four corners of the statute.

29. Coming to the interpretation of Section 3(2) of the Arms Act, prior to the amendment in 2019, a person could have acquired, possessed or carried three firearms as per Section 3(2) of the Arms Act. By way of amendment in 2019, the number of fire arms which a person could acquire, possess, or carry has been reduced to two firearms from three.

30. The contention of the Appellant herein that the purpose of bringing the amendment is only for curbing illegal arms trafficking alone and the amendment is to be seen only in this context cannot be accepted. The purpose of amendment is to bring down the number of firearms in the possession of persons holding a license. This fact is more evident from the fact that prior to 1983 a person was entitled to possess more than three fire arms which was reduced to three by way of an amendment in 1983 and by the present amendment, i.e., amendment of 2019, the figure has further been reduced to two from three. It is in this backdrop that Section 3 of the Arms Act needs to be interpreted.

31. Section 3(2) of the Arms Act deals with two categories of persons on whom embargo of Section 3(3) of the Act shall not apply. The first category being a dealer of firearms who can acquire and possess more than two firearms, however, as regards the second category, i.e. a member of rifle club or association recognized by the Central Government, is concerned, the

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Arms Act provides that such a member can "use" the third firearm for target practice. The short question which arises for consideration is as to whether the permission to use the third fire arm which can only be a .22 bore rifle or an air rifle for target practice would permit a member of the rifle club or association to acquire, possess and carry the third firearm at all times or not. At this juncture it is apposite to peruse Section 13 of the Arms Act which deals with grant of license. Section 13 of the Arms Act reads as under:

> *"**13**. Grant of licences.—(1) An application for the grant of a licence under Chapter II shall be made to the licensing authority and shall be in such form, contain such particulars and be accompanied by such fee, if any, as may be prescribed.*
>
> *[(2) On receipt of an application, the licensing authority shall call for the report of the officer in charge of the nearest police station on that application, and such officer shall send his report within the prescribed time.*
>
> *(2-A) The licensing authority, after such inquiry, if any, as it may consider necessary, and after considering the report received under sub-section (2), shall, subject to the other provisions of this Chapter, by order in writing either grant the licence or refuse to grant the same:*
>
> *Provided that where the officer in charge of the nearest police station does not send his report on the application within the prescribed time, the licensing authority may, if it deems fit, make such order, after the expiry of the prescribed time, without further waiting for that report.]*
>
> *(3) The licensing authority shall grant—*
>
> *(a) a licence under Section 3 where the licence is required—*

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> *(i) by a citizen of India in respect of a smooth bore gun having a barrel of not less than twenty inches in length to be used for protection or sport or in respect of a muzzle loading gun to be used for bona fide crop protection:*
>
> *Provided that where having regard to the circumstances of any case, the licensing authority is satisfied that a muzzle loading gun will not be sufficient for crop protection, the licensing authority may grant a licence in respect of any other smooth bore gun as aforesaid for such protection, or*
>
> *(ii) in respect of a [firearm] to be used for target practice by a member of a rifle club or rifle association licensed or recognised by the Central Government;*
>
> *(b) a licence under Section 3 in any other case or a licence under Section 4, Section 5, Section 6, Section 10 or Section 12, if the licensing authority is satisfied that the person by whom the licence is required has a good reason for obtaining the same."*

32. Section 13(3) provides that the licensing authority has to grant a license in respect of a firearm for the purpose of target practice by such a member. Without such a license, a firearm, including a .22 bore rifle cannot be used for target practice. Reading Section 13 and Section 3(3) of the Arms Act, the conclusion one can reach is that a member of a rifle club or rifle association also cannot acquire, possess or carry more than two firearms but they can use the third firearm only for the purpose of target practice for which they have to obtain a license under Section 13 of the Arms Act. A member of the rifle club or rifle association holding two fire arms cannot acquire, possess and carry the third firearm even for target practice as that possession would become illegal subjecting him to punishment under the

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Arms Act. Had it been the intention of the Central Government that a member of a rifle club or rifle association can acquire, possess and carry a .22 bore rifle or an air rifle firearm at all times, then the legislature would have not restricted the Section by inserting the word "using". In so far as the member of a rifle club or association is concerned he is permitted to only use a .22 bore rifle or an air rifle for target practice even if he has two other firearms.

33. At this juncture, it is relevant to refer to Section 2(1)(a) of the Arms Act which defines the term 'acquisition' and which includes hiring and borrowing a fire arm. Section 2(1)(a) of the Arms Act reads as under:

> *"2(1) In this Act, unless the context otherwise requires,-*
>
> *(a) acquisition, with its grammatical variations and cognate expressions, includes* ***hiring****,* ***borrowing****, or accepting as a gift;"* (emphasis supplied)

34. A reading of Section 2(1)(a), Section 3(3) and Section 13 of the Arms Act leads to only one conclusion, that a member of a rifle club or association who already possess two fire arms can hire or borrow a .22 bore rifle or an air rifle from a person or the rifle club or association or from the authority where the third firearm has been deposited for using it for the purpose of target practice or for a competition and for that limited period of its use the possession of the third fire arm becomes legal.

35. Section 41 of the Arms Act deals with the power of the Government to grant exemption to categories of persons from the provisions of Arms Act. Notifications have been issued by the Government permitting sports persons to hold fire arms more than the specified limit. A member of the rifle club or association does not fall under the exempted category under

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Section 41 of the Act. A special exemption for possessing a third firearm which includes a .22 bore rifle or an air rifle in addition to two fire arms cannot be read into Section 3(3) of the Arms Act as it will become contrary to the object of the Government in reducing the number of firearms which can be held by a person.

36. The word "using" has only been given its grammatical meaning and it means that a member of a rifle club or association, therefore, will have the liberty to borrow a .22 bore rifle or an air rifle from the rifle club or association or the authority where the weapon has been deposited and use the same for the purpose of target practice or for a competition and return the same to the authority from where it was borrowed otherwise the word "use" would lose its significance. This is not a case of *casus omissus* where the Courts have to read into a Section as there was an omission on the part of the legislature. The legislature has deliberately used the words "acquire", "possess" and "use" in the same Section in different connotations and each word must be given its grammatical meaning while interpreting the Section. The provision must be construed in a manner to give effect to each word used by the legislature and in a manner to further the purpose for which the legislation was enacted i.e., to reduce the number of firearms that could be possessed by an individual.

37. Had the legislature intended to exempt a member of a rifle club or association to possess a .22 bore rifle or an air rifle for all times then the Section would have simply read that nothing contained in sub-section (2) shall apply to any dealer in firearms or to any member of a rifle club or rifle association licensed or recognised by the Central Government from possessing a .22 bore rifle or an air rifle for target practice. The only

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permission that has been granted to possess a third firearm is only for the purpose of using it for target practice for which a license is required under Section 13(3) of the Act. Other than the limited period of using a firearms for target practice or for participation in a competition, a member of rifle club or rifle association cannot possess the third fire arm. Had such a permission not been given, then the possession of a third fire arm by a member of a rifle association or rifle club even for target practice would become illegal making such a person vulnerable to the rigours under the Act.

38. This Court, therefore, does not find any infirmity in the Order passed by the learned Single Judge. Resultantly, the appeal is dismissed.

SATISH CHANDRA SHARMA, C.J.

SUBRAMONIUM PRASAD, J

APRIL 13, 2023
Rahul

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