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| **Course Name** | **LL.B 6th sem** |
| **Subject** | **Interpretation of Statute** |
| **Teacher** | **Neeru Mangla** |
| **Concept** | **Contemporanea Expositio Est Optima Et Fortissima In Lege** |

# Contemporanea Expositio Est Optima Et Fortissima In Lege

The maxim *Contemporanea Expositio Est Optima Et Fortissima In Lege* means that the best way to construe a document is to read it as it would have read when made. The doctrine of Contemporanea expositio is well known for interpreting a statute by reference to the exposition it has received from contemporary authority however it should give way where the language of the statute is plain and unambiguous. It is considered to be the best exposition of a statute or any other document is that which it has received from the authority which is competent enough. The words of a statute should be construed in such a manner that it had been held by the person creating such statue in the true sense. It is considered as if as they would have been as constructed as the day after the statute was passed. The rule is that a statute must be considered in the light of all circumstances existing at the time of its enactment. Therefore giving the meaning to the words that it had when the statutes were constructed follows logically, and the courts have so held. The maxim aims at expressing that the words of an Act will generally be understood in the sense which they bore when it was passed.

ORIGIN

The maxim is based on the principal as stated by Salmond that *"the essence of law lies in the spirit, not its letter, for the letter is significant only as being the external manifestation of the intention that underlies it"* Interpretation is considered to be the way of finding out the true sense of an enactment by the virtue of recognising the natural and ordinary meaning of the words in any enactment. In other words it is observed as the process of ascertaining and finding out the true meaning of the words used in any statute. The Court over the years has laid down many principals for interpretation, so that the interpretation does not amounts to be arbitrarily. Thus the maxim *Contemporanea Expositio Est Optima Et Fortissima In Lege*which means that contemporaneous exposition is best and most powerful in law is formed.

CASES

In the case of A. P. Rangaswamy v State of Karnataka and ors. it was observed that when public premises is leased or sold or mortgaged to some persons, it is to be done only under the provisions of law. Leasing the property of the Government or Municipality or Corporation, which is a public property, shall be on the basis of distributive order and the persons of the society from different walks of life should be given an opportunity. When the premises is granted to a particular person, he has to utilise the same and shall also give an opportunity to other persons who are in queue. When an agreement is entered into between the parties in clear terms, the agreement prevails over unless it is alleged that the agreement itself is fraud, or etc. The period of occupation is four years eleven months and the said period had expired and thereafter if there is any continuation, the same shall be only on the basis of renewal of licence or permission by open expression. No such permission is granted or renewal is made, under these circumstances, petitioners have approached this Court which is quite contrary to the agreement entered into. The maxim "*Conventio et modus vincunt legem"* i.e., A contract and agreement overcome the law; and *Conventio privatorum non potest publico juri derogare* i.e., An agreement of private persons cannot derogate from public right would apply in all fours to these cases. Under these circumstances, petitions fail and accordingly are liable.

In the case of A.B.C. Laminart Pvt. Ltd. Vs. A.P. Agencies, Salem the Supreme court held (i) that the law of contract only prescribes certain limiting principles within which the parties are free to make their own contracts

(ii) that an agreement enforceable in law is a contract

(iii) that an agreement which purports to oust the jurisdiction of the Court absolutely is contrary to public policy and hence void

(iv) that each of the citizens has the right to have his legal position determined by the ordinary Tribunal except, of course, in a contract where there is an arbitration clause which is valid and

binding under the law and when parties to a contract agree as to the jurisdiction to which disputes in respect of the contract shall be subject

(v) that a contract which purports to destroy the right of one or both of the parties to submit questions of law to the Courts is contrary to public policy and is void pro tanto

(vi) that parties cannot by contract oust the ordinary Courts from their jurisdiction

(vii) that if parties should seek, by agreement, to take the law out of the hands of the Courts and put it into the hands of a private tribunal, without any recourse at all to the Courts in cases of error of law, then the agreement is to that extent contrary to public policy and void

(viii) that under Section 23 of the Contract Act the consideration or object of an agreement is lawful, unless it is opposed to public policy

(ix) that every agreement of which the object or consideration is unlawful is void; and

(x) hence, there can be no doubt that an agreement to oust absolutely the jurisdiction of the Court will be unlawful and void being against the public policy.

In Maa Binda Express Carrier and another v. North-East Frontier Railway and othersthe court held that It is well settled position of law that as per the series of decisions rendered by the Hon'ble Supreme Court of India in the matter of award of contracts, the Government and its agency, have to act reasonably and fairly at all points of time and to that extent the tender has an enforceable right in the court which is competent to examine whether the aggrieved party has been treated unfairly or discriminated against to the detriment of public interest.