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**General Clauses Act 1897 s 9 - Commencement and termination of time**

(1) In any Central Act or Regulation made after the commencement of this Act, it shall be sufficient, for the purpose of excluding the first in a series of days or any other period of time, to use the word “from”, and, for the purpose of including the last in a series of days or any other period of time, to use the word “to”.

(2) This section applies also to all Central Acts made after the third day of January, 1868, and to all Regulations made on or after the fourteenth day of January, 1887.

SYNOPSIS

*Terminus a quo and terminus ad quem*

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The principle that the law in general neglects fractions of a day has given rise to two general principles for calculation of time.<sup>^1</sup>

When a statute or a rule is concerned in fixing a *terminus a quo* of a new state of things which is to continue for an indefinite period (i.e., there is no *terminus ad quem*), the new state of things comes into existence at midnight of the day preceding the day at which or on which or from which or from and after which the new state of things is directed to begin. For example, one may refer to section 5(3) of the General Clauses Act, which relates to the coming into operation of a Central Act or Regulation.<sup>^2</sup>

The other principle is that when a period is delimited by a statute or rule which has both a beginning and an end, the word “from”

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<sup>1</sup> Singh 2021 p 820

<sup>2</sup> Court-fee Act AIR 1924 Mad 257 cited in Singh 2021 p 820

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excludes the opening day and any words fixing the closing day include that day. In other words when a period is delimited marked by a *terminus a quo* and *terminus ad quem* the former is to be excluded and the latter to be included in the reckoning. This second principle has been given statutory recognition in section 9 of the Act. This rule has established since 1808 that where an act is to be done within a specified time from a certain date, the day of that date is to be excluded. Similarly, when an act has to be done within so many days after a certain event, the day of such event is not to be counted.^{^3}

Illustration: The power of a company for compulsory purchase of lands which were to cease after expiration of “three years from the passing of the Act”, which was assented to on 9 August 1899, were held not to cease until the midnight of 9 August 1902.^{^4}

But the general rule of exclusion of the first day and inclusion of the last day is subject to a contrary intention indicated in the statute.

Illustration: When a statute was to come into force “at the expiration of a period of one month beginning with the date on which it is passed”, it was held that the words “beginning with” intended to show that the day of the date on which the Royal assent was given had to be counted in reckoning of the period of one month. The statute was assented to on July 29 and was held to come into force after the midnight of August 28.^{^5}

³ Lester v Garland, (1808) 33 ER 748 cited in Singh 2021 p 820

⁴ Goldsmith’s Co v West Metropolitan Rail Co, (1900-03) All ER Rep 667 cited in Singh 2021 p 821

⁵ Hare v Gocher, (1962) 2 All ER 763 cited in Singh 2021 p 821

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**Illustration:** “45 days from the date of auction including the date of auction”. The date of auction is to be counted in computing 45 days.<sup>6</sup>

**Clear days, not less than, at least, not later than and not earlier than -** Intention to exclude both the terminal days is clearly expressed when the statute uses the words – so many “clear day” or, “not less than” or “at least” so many days. The words “not later than fourteen days” have been construed to mean within a period of 14 days. Similarly in computing the period “not earlier than thirty days” the first terminal day is to be excluded but the 30th day is to be included.<sup>7</sup>

But in calculating a person’s age the day of his birth counts as a whole day and he attains a specified age on the day next before the anniversary of his birthday. For example, a person born on 10 May 1978 will attain the age of 16 years at 12 o’clock in the midnight of 9 May 1994.<sup>8</sup>

**Until -** The word “until” is ambiguous and there is no absolute rule as to the meaning to be attached to this word for it may be construed either inclusive or exclusive of the day mentioned according to the subject-matter and the true intent of the document.<sup>9</sup>

**Until further order -** A notification which fixes the outer limit of time for its operation does not extend beyond that period because of the words “until further orders”.<sup>10</sup>

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<sup>6</sup> Ramesh Enterprises v Coffee Board, AIR 1991 SC 403 cited in Singh 2021 p 821

<sup>7</sup> Singh 2021 p 821

<sup>8</sup> Earati Laxman v State of Andhra Pradesh, (2009) 3 SCC 337 cited in Singh 2021 p 821

<sup>9</sup> Belthouse v Mellor, Proudman v Mellor, (1859) 157 ER 780 cited in Singh 2021 p 821

<sup>10</sup> Jayashra Chemicals v Orissa State Electricity Board, (2004) 3 SCC 674 cited in Singh 2021 p 822

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**For the time being** - The expression “for the time being” may indicate a single period or an indefinite period of time depending upon the context in which it is used. The phrase “for the time being” envisages a changing state of affairs. The words “for the time being” would mean differently in different situations.<sup>^11</sup>

**Reasonable time** - What is “reasonable time” depends upon the facts and circumstance of each case and is essentially a question of fact,<sup>^12</sup> for there is no such thing as a reasonable time in the abstract.<sup>^13</sup>

**By** - Similar construction is given to word “by”. “By a certain time” may mean “before a certain time” or “on or before a certain time” depending upon the context.<sup>^14</sup>

**As soon as may be** - To do a thing “as soon as may be” means to do it with a reasonable dispatch,<sup>^15</sup> or to do it within a reasonable time with an understanding to do it within the shortest possible time, or to do it within the time which is reasonably convenient or requisite.<sup>^16</sup>

**Immediately and forthwith** - The word “immediately” and “forthwith”, which have the same significance, are more peremptory than the words “as soon as may be”, and mean that the act to be done “immediately” or “forthwith” should be performed with reasonable speed and expedition and that any delay in the matter should be satisfactorily explained.<sup>^17</sup>

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<sup>11</sup> Singh 2021 p 821

<sup>12</sup> Burton v Griffiths, (1843) 152 ER 1035 cited in Singh 2021 p 822

<sup>13</sup> Hick v Raymond & Reid, (1893) AC 22 cited in Singh 2021 p 822

<sup>14</sup> BN Agarwalla v State of Orissa, AIR (1995) 6 SCC 509 cited in Singh 2021 p 822

<sup>15</sup> Ujagar Singh v State of Punjab, AIR 1952 SC 350 cited in Singh 2021 p 822

<sup>16</sup> Abdul Jabbar v State of J & K, AIR 1957 SC 281 cited in Singh 2021 p 822

<sup>17</sup> Keshav Nilkanth Joglekar v Commr of Police, AIR 1957 SC 28 cited in Singh 2021 p 822

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 Provided no harm results, “forthwith” may mean any reasonable time.¹⁸ The word “immediately” may be similarly construed.¹⁹

So, a notice sent by an inspector of taxes after 13 days was held to have been sent ‘immediately’ but in a different context, an hour might be too great a delay. The use of such phrases including the formula ‘as soon as possible’, ‘without delay’, ‘without unreasonable delay’, ‘as soon as may be’, ‘without undue delay’ amounts to an invitation to the judiciary to fix the period considered reasonable in the circumstances.²⁰

About - The word “about” prefixed to the time fixed gives a certain amount of flexibility, thus a period of nine years and one month was held to amount to a period “about 10 years”.²¹

At any time - A power to be exercised “at any time” means within a reasonable time depending upon the facts and circumstances of each case.²²

Month, week and day - “Month” is defined in section 3(35) to mean a month reckoned according to the British calendar.

“Week” is not defined; it will mean seven days. Thus “six weeks” mean 42 days. The corresponding date rule which applies in case of reckoning of a “month” does not apply for reckoning a week.²³

¹⁸ London Borough of Hillington v Cutler, (1967) 2 All ER 361 cited in Singh 2021 p 822

¹⁹ Tulsiram v State of Madhya Pradesh, (1984) 4 SCC 487 cited in Singh 2021 p 822

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²¹ Kumar Bar Das v Utkal University, (1999) 1 SCC 453 cited in Singh 2021 p 822

²² Ibrahim Patnam Taluk Vyavasaya Cootic Sangham v K Suresh Reddy, (2003) 7 SCC 667 cited in Singh 2021 p 822

²³ Okolo v Secretary of State for the Environment, (1997) 4 All ER 242 cited in Singh 2021 p 822

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“Day” is not defined. In its ordinary meaning, which is subject to a contrary context “day” as per English calendar begins at midnight and covers a period of 24 hours thereafter.<sup>24</sup>

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<sup>24</sup> Rajkumar Yadav v Samir Kumar Mahaseth, (2005) 3 SCC 601 cited in Singh 2021 p 823