

PARLIAMENT OF CEYLON

2nd Session 1961-62



Industrial Products (Amendment) Act, No. 69 of 1961

Date of Assent : December 7, 1961

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Industrial Products (Amendment)
Act, No. 69 of 1961

L. D.—O. 25/61.

AN ACT TO AMEND THE INDUSTRIAL PRODUCTS ACT,
No. 18 OF 1949.

[Date of Assent : December 7, 1961]

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Senate and the House of Representatives of Ceylon in this present Parliament assembled, and by the authority of the same, as follows :—

1. This Act may be cited as the Industrial Products (Amendment) Act, No. 69 of 1961.

Short title.

2. Section 16 of the Industrial Products Act, No. 18 of 1949, hereafter referred to as the “ principal Act ”, is hereby amended as follows :—

Amendment of
section 16 of
Act No. 18 of
1949.

(a) in paragraph (a) of sub-section (2) of that section, by the substitution, for the words “ which will be delivered on surrender of that warrant ; ”, of the words “ to which that warrant relates ; ”;

(b) by the insertion, immediately after sub-section (3) of that section, of the following new sub-section :—

“ (3A) A delivery warrant—

(a) shall, as soon as practicable after its issue, be surrendered by the person to whom it was issued or his authorised agent to the registered manufacturer or stockist whose name is specified therein ; and

(b) shall, upon such surrender, be endorsed by such manufacturer or stockist with the date or dates, within the period of the validity of the warrant, on which the quantity, or any part of the quantity, of the grade of the local product specified in the warrant will be available for delivery to such person or his authorised agent.” ;

(c) by the repeal of sub-section (4) of that section and the substitution thereof of the following new sub-section :—

“(4) A delivery warrant which is issued in respect of any grade of any local product and is endorsed as required by sub-section (3A) by the registered manufacturer or stockist whose name is specified therein shall,—

(a) if such quantity of that grade of that local product as is specified in such endorsement is available for delivery on the date so specified, be sufficient authority for the person to whom that warrant is issued or his authorised agent, on surrender of that warrant on that date, to obtain at the place specified therein delivery of such quantity of that grade of that local product as is so specified from the stocks of such manufacturer or stockist ; or

(b) if only a part of such quantity of that grade of that local product as is specified in such endorsement is available for delivery on the date so specified, be sufficient authority for the person to whom that warrant is issued or his authorised agent, on surrender of that warrant on that date, to obtain at the place specified therein delivery of such part of that quantity, and to obtain delivery of the balance of such quantity at such places and on such other dates as may be specified by any subsequent endorsement made on such warrant by such manufacturer or stockist ; or

(c) if such quantity of that grade of that local product as is so specified is not available for delivery on that date, or is so available but such person or his authorised agent is unable to take such delivery on that date, be sufficient authority for such person or his authorised agent, to obtain at such place delivery from such

stocks of such quantity of that grade of that local product as is so specified, on the surrender of that warrant on such other date as may be specified by any subsequent endorsement made on such warrant by such manufacturer or stockist or the Controller either of his own motion or at the request of such person or his authorised agent.”; and

(d) by the repeal of sub-section (5) of that section.

3. Section 17 of the principal Act is hereby amended as follows :—

Amendment of
section 17 of the
principal Act.

(a) by the repeal of sub-section (1) of that section and the substitution therefor, of the following new sub-section :—

“(1) Where stocks of any grade of any local product specified in a delivery warrant are kept in the factory or store of the registered manufacturer or stockist whose name is specified in that warrant, such manufacturer or stockist shall, immediately after delivery of any quantity of that grade of that local product to the person to whom such warrant was issued or his authorised agent, require such person or such agent to make an endorsement on that warrant in acknowledgment of the delivery of such quantity, and it shall be the duty of such person or such agent to make such endorsement.” ; and

(b) in sub-section (3) of that section, by the substitution, for all the words from “the Controller shall,” to “such quantity of the local product as may be specified in that delivery warrant”, of the words “the Controller shall, immediately after delivery to the person to whom that warrant is issued or his authorised agent of any quantity of such local product,”.

Amendment of
section 18A of
the principal
Act.

4. Section 18A of the principal Act (inserted by Act No. 53 of 1956) is hereby amended, in sub-section (1) of that section, as follows :—

(a) by the substitution, for all the words from “Where the Controller” to “for delivery to that person,”, of the words “Where, after the expiration of the period of validity of any coupon or delivery warrant issued to any person, the Controller is satisfied that the quantity, or any part of the quantity, of the local product specified in the coupon or delivery warrant was not available for delivery to such person or his authorised agent during that period,” ;

(b) in paragraph (a) of that sub-section, by the substitution, for the words “cannot be delivered to that person”, of the words “was not delivered to that person or his authorised agent” ; and

(c) in paragraph (b) of that sub-section, by the substitution, for the words “cannot be delivered to that person”, of the words “was not delivered to that person or his authorised agent”.

Special
provisions in
respect of
locally
manufactured
sarongs.

5. (1) A person to whom a coupon or delivery warrant was issued at any time prior to the date of the commencement of this Act shall not be deemed at any time to have been, or to be, entitled to any refund of the price paid by that person for any quantity of any such local product as are sarongs by reason of the fact that any such quantity of that product as was specified in that coupon or delivery warrant was not delivered to him, upon the surrender thereof, during the period of the validity of that coupon or delivery warrant, or that such quantity was offered or taken after that period ; and accordingly the provisions of the principal Act shall, in their application in the case of that coupon or delivery warrant, or that product, be deemed at all times to have had, and to have, effect subject to the preceding provisions of this section.

(2) The provisions of sub-section (1) of this section shall have effect notwithstanding anything to the contrary in the principal Act or any undertaking given by the Controller to make a refund.

6. The amendments made in the principal Act by the preceding provisions of this Act shall be deemed to have taken effect on the date of the commencement of the principal Act.

Retrospective
effect of
amendments.

7. (1) No writ, suit or prosecution shall lie against the Controller by reason only of his not having made, or not making, the refund referred to in section 5 of this Act.

Protection for
certain action
taken by the
Controller.

(2) In this section, the expression "Controller" has the same meaning as in the principal Act.

8. Nothing in the provisions of this Act, or in the provisions of the principal Act as amended by this Act, shall be deemed or construed to prejudice or affect any refund of the price paid for any local product actually made to any person under the principal Act prior to the date of the commencement of this Act, and accordingly the Controller shall not be entitled to claim that any money so refunded shall be returned by reason only of the aforesaid provisions.

Saving of
certain
refunds made
under the
principal Act.