

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

% *Judgment Reserved on: 21.01.2011*
Judgment Delivered on: 27.01.2011

+ **RSA No.40/2007**

M/S BHARAT BIJLEE LIMITED Appellant
Through: Mr.Vinay Bhasin, Sr. Advocate along
with Mr.Rishi Manchanda, Advocate

Versus

M/S P.S. PRASAD & FAMILY (HUF) Respondent
Through: Mr.Arun Khosla & Ms. Shreeanka
Kakkar, Advocates

CORAM:
HON'BLE MS. JUSTICE INDERMEET KAUR

1. Whether the Reporters of local papers may be allowed to see the judgment?
2. To be referred to the Reporter or not? Yes
3. Whether the judgment should be reported in the Digest? Yes

INDERMEET KAUR, J.

1. This is suit for recovery of possession and also for damages for use and occupation.
2. The disputed premises are Flat No.406, Milap Niketan, 4th Floor, 8-A, Bahadur Shah Zafar Marg, New Delhi. Parties had entered into a lease agreement dated 20.09.1980 for taking the premises on lease along with the fittings and fixtures at a rental of ₹ 5,155.50. The initial period of lease was for five years which expired on 31.10.1985. The defendant requested the plaintiff for a further renewal of five years which offer was not accepted by the plaintiff. The lease of the defendant had terminated by efflux of time. On 08.08.1989, a notice was served upon the defendant

terminating his tenancy with effect from 01.09.1989. Defendant sent his reply dated 08.09.1989. He did not vacate the premises. Present suit was filed.

3. In his written statement, contention of the defendant was that the agreement dated 20.09.1980 was an 'agreement to lease'; the defendant had performed his part of the contract; he was protected under Section 53A of Transfer of Property Act (hereinafter called as 'TPA'); he could not be evicted. The document dated 20.09.1980 was a document in future; rights which had accrued to the defendant were rights in perpetuity; he could not be effected. Receipt of the notice dated 02.08.1989 was not denied.

4. On the pleadings of the parties on 04.04.1996 following issues were framed:-

- (i) Whether the plaintiff is entitled to a decree of possession of the suit property as prayed for? OPP
- (ii) Whether the plaintiff is entitled to a decree in the sum of Rs.66,600/- as prayed for? OPD
- (iii) Whether the plaintiff is entitled to damages from the period 1.3.90, if so, at what rate? OPP
- (iv) Whether the agreement between the parties dated 20.9.80 was only an agreement to lease and not a lease agreement and if so, its effect? OPD
- (v) Whether the defendant is entitled to protection under Section 53A of the Transfer of Property Act as has been alleged? OPD
- (vi) Whether the alleged acceptance of the enhanced rent by the plaintiff amounts to a waiver of his right to terminate the tenancy of the defendant? OPD
- (vii) Relief.

Thereafter on 16.05.2001 additional issues were framed which read as under:-

- (i) Whether the premises in question were let out in perpetuity? If so, to what effect? OPD

(ii) Whether the plaintiff and other co-owners handed over the possession as a single and composite unit by creating a lease? OPD

(iii) Whether the entire IVth floor of the building constructed on plot no. 8-A, Bahadurshah Zafar Marg, New Delhi belonging to different owners qua their respective flats including the portion of the plaintiff was taken on lease by the defendant as a single and composite unit and if so, to what effect? OPD

(iv) Whether the defendant financed the plaintiff to pay for the cost of the flat alongwith other co-owners of their respective flats with the understanding to have the lease on perpetuity as a single and composite unit? OPD

5. Oral and documentary evidence was held by the respective parties. The main contention was the document dated 20.09.1980, what rights had accrued to the respective parties in terms thereof?

6. The Trial Judge held that this document did not create a lease in perpetuity in favour of the defendant; the protection under Section 53A of TPA is not available to him as a harmonious construction has to be given to the provisions of Section 53A and Section 107 of the TPA. The document, in fact, was a lease and not an agreement to lease. The legal notice had validly terminated the tenancy of the defendant. The plaintiff was also held entitled to mesne profits. Suit of the plaintiff was accordingly decreed.

7. The impugned judgment had endorsed this finding of the Trial Judge. Relevant extract reads as follows:-

14. At the outset, the main controversy for determination is whether the document dated 20.09.1980 is an "Agreement to Lease" or "Lease Agreement".

15. It was contended on behalf of the appellant that on a true construction of the agreement dated 20.09.1980 it is apparent that it is an "Agreement to Lease" and not "Lease Agreement" and being so it does not require registration in law. It was contended that this agreement to lease envisages the execution of lease deed at a later stage which was never executed by the respondent nor the respondent ever called upon the

appellant to execute the same. However, the execution of this agreement has not been denied by the respondents rather it has placed reliance upon it.

16. It was contended that by virtue of Section 91 & 92 of the Indian Evidence Act, no oral evidence can be led to prove any term contrary to the terms of the document. The said agreement Ex.PW1.DZ4/DW1/4 has been titled as an "Agreement to Lease" and in its various clauses also it has been mentioned as "Agreement to lease". It was impressed upon that in the letter dated 13.11.1980 Ex.PW1/DZ written by the respondent to the appellant it has been mentioned that the parties had entered into an agreement to lease dated 20.09.1980. At the time of execution of the said agreement, the flat i.e. the suit property was not completely constructed and the respondent was not in possession of the same. The appellant paid the entire payment directly to the builder M/s Daily Milap and Bharat Land and Construction Company Limited vide letter Ex.PW1/DY dated 01.12.1980. Thus, from the reading of the document, the correspondence exchanged between the parties and from the conduct of the parties it is apparent that the said document is an "Agreement to Lease" and not a "Lease Agreement" as advocated on behalf of the respondent.
17. It was further contended that in furtherance of this "Agreement to Lease" the possession of the demised premises was transferred to the appellant. Thus, the appellant is protected under Section 53A of Transfer of Property Act. In support of this contention the judgment Maneklal Mansukhbhai Vs. Hormusji Jamshedji Ginwalla & Sons – AIR (37) 1950 Supreme Court 1 was cited.
18. Per contra on behalf of the respondent it was contended that from the entire reading of the said agreement, it is manifested that the document dated 20.09.1980 is a "Lease Agreement" and not "Agreement to Lease". Moreover, from the conduct of the parties also it is crystal clear that the said document is a Lease Agreement. The appellant has treated the said document as a "Lease Agreement", as admittedly, the appellant had written various letters to the respondent for renewal of lease deed after 5 years of its expiry. It was contended that even if it is assumed for the sake of arguments that the said document was an agreement to

lease then the appellant only had the right to file a suit for a suit for specific performance for execution of the lease deed in pursuance of the said agreement which has not been done during the period of limitation. Thus, appellant has raised false defences.

19. It was contended that the appellant has raised contradictory arguments in the same breath. On one hand it has been claiming that the agreement dated 20.09.1980 was an "Agreement to Lease" and not a "Lease Agreement". Whereas on the other hand it has been contended that since the respondent had granted a lease in perpetuity to the appellant thus, his lease could not have been terminated. Therefore, the agreement dated 20.09.1980 is either an "Agreement to Lease" or a "Lease in Perpetuity."
20. It was further contended that as the agreement dated 20.09.1980 was an unregistered document therefore, the protection under Section 53A of Transfer of Property Act is not available to the appellant. The appellant has misplaced reliance on the judgment *Manekhal Mansukhbhai Vs. Hormusji Jamshedji Ginwalla & Sons (Supra)*. In that case the agreement to lease in perpetuity can be gathered from the correspondence exchanged between the parties. Whereas the lease in present case is the lease was for a fixed term which is an unregistered and unstamped document thus, the same is not admissible in evidence.
21. In *V.B. Dharmyat Vs. Shree Jagadguru Tontadrya and Others - (1999) 6 Supreme Court Cases 15* the Hon'ble Supreme Court has observed that, "Agreement to execute a lease does not require registration under Section 17 (1) (c) as it is not a document which effects an actual demise. A suit for specific performance could be based on an unregistered document containing a promise to execute a lease deed and hand over possession of the plot after it was vacated by a third party."
22. Much stress has been laid on the argument on behalf of the appellant that in the agreement dated 20.09.1980 words are mentioned as plural i.e. "periods" which connotes that it was a lease in perpetuity.
23. Thus, two prepositions emerge that if the document dated 20.09.1980 Ex.PW1/DZ4/Ex.DW1/4 is an "Agreement to Lease" then the same does not require registration. But in case it is a "Lease Agreement" then

the same necessarily is to be registered and stamped so that it is admissible in evidence.

24. The document, Ex.PW1/DZ4/Ex.DW1/4 dated 20.09.1980 is titled as "Agreement to Lease". The terms of the lease are covenanted from Clause 1 to Clause 26. Clause 1 reads that, "The first party shall give on lease to the second party....." Clause 4 lays down the period of the lease. The subsequent clauses provide for that how the premises are to be handed over and kept by the parties during the period of lease. In Clause 21 of the document the words "Agreement to Lease" has been mentioned viz a viz the nominees of the appellant. Clause 25 mentions that the premises are to be vacated after termination of lease period. From the bare reading of the document it no where appears that the parties had agreed to execute another document as a lease document on a future date.
25. Moreover, it was also been mentioned that the premises will be duly completed by the proprietors and builders and would be ready for occupation latest by 01.11.1980. In pursuance of this document, the letter dated 13.11.1980 Ex.PW1/DX has been written by the respondent to the appellant confirming that the flat on lease was given on the terms and conditions as mentioned in the agreement dated 20.09.1980. The possession of the flat was handed over by M/s Milap Niketan to the appellant and the demand draft was received by them on behalf of the respondent vide possession letter dated 01.12.1980 which is Ex.PW1/DY.
26. Admittedly, the respondent in the letter Ex.PW1/DZ dated 13.11.1980 written to the appellant has mentioned that the respondent had entered into an agreement to lease dated 20.09.1980. But thereafter, it has been mentioned that, "As per the terms of the lease agreement the appellant was to pay further advance equivalent to 12 months rent making a total advance equivalent to 16 months rent." Thus, from the reading of this letter it seems that as the document Ex.PW1/DZ/DW1/4 has been titled as "Agreement to Lease" thus by way of reference in the letter Ex.PW1/DZ it has been mentioned as an "Agreement to Lease". But at other places in this letter it has been mentioned as "Lease Agreement".
27. Moreover, the appellant has written the letters Ex.PW1/DZ1 dated 20.09.1985, Ex.PW1/DZ2 dated

17.10.1990 and Ex.PW1/DZ3 dated 26.09.1995 wishing “to renew the lease of the leased premises referred in the agreement dated 20.09.1980 for further periods of five years.”

28. Furthermore, in reply to the notice sent by the respondent to the appellant, which is Ex.P1 the appellant on 08.09.1989 vide Ex.P2 has mentioned that, “A lease agreement was entered into between the parties on 20.09.1980.” In this reply there is no mention about an “Agreement to Lease” but it has been categorically mentioned that agreement dated 20.09.1980 was a lease agreement. Thus, the defence taken by the appellant in the written statement that the document Ex.PW1/DZ4/Ex.DW1/4 is an “Agreement to Lease” is merely an afterthought.
29. From the reading of the document Ex.PW1/DZ4/DW1/4, the various letters written by the parties, the reply to notice Ex.P2 sent by the appellant to the respondent it is apparent that the parties had entered into an “Lease Agreement” and not an “Agreement to Lease” on 20.09.1980. The respondent had agreed to lease its premises to appellant and the parties had executed the terms for such lease vide Ex.PW1/DZ4/DW1/4. Had it merely been an “Agreement to Lease” the appellant would not have sought for renewals of the Lease without first entering into a proper lease agreement.
30. It was further contended on behalf of the appellant that a lease in perpetuity was executed between the parties. Clause 4 of the agreement dated 20.09.1980 provided that after expiry of period of 5 years the lease could be renewed by the appellant for further periods of 5 years after increasing the rent by 15% on the last rent paid each time the lease is renewed for 5 years. Clause 23 further provided that in case appellant continues to pay rent, observed and perform the conditions, it shall enjoy the premises for the duration of lease period or the renewal periods. Clause 26 gave an option only to the appellant to terminate the lease earlier by giving 6 months notice. It was contended that, the appellant renewed the lease for periods of 5 years by writing letter Ex.PW1/DZ1, Ex.PW1/DZ2 & Ex.PW1/DZ3 to the respondent. It also increased the rent by 15% after every renewal which was accepted by the respondent. Thus, the lease was in perpetuity which could not be either terminated by efflux of time or by giving notice

under Section 106 of Transfer of Property Act. It was contended that DW1 Sh. Subhash Malhotra has stated in his affidavit that the premises was given in perpetuity and the respondent has not cross examined him. Thus, adverse inference has to be drawn against the respondent.

31. It was contended on behalf of the respondent that the lease deed was for a period of 5 years which expired with efflux of time after 5 years. The respondent did not renew the lease and neither any fresh lease deed for such renewal was executed. Thus, the appellant was a month to month tenant after expiry of lease deed and notice under Section 106 Transfer of Property Act has also been admitted by the appellant. It was contended that mere acceptance of rent by respondent does not create renewal of tenancy of the appellant. In support of these contentions reliance was placed on the judgments *Singer India Limited Vs. Amita Gupta* – 88 (2000) Delhi Law Times 186 (DB) & *R.S. Maddanappa Vs. Chandramma and another* – AIR 1965 Supreme Court 1812.
32. In *Burmah Shell Oil Distributing now known as Bharat Petroleum Corporation Ltd. Vs. Khaja Midhat Noor and others* – AIR 1988 Supreme Court 1470 the Hon'ble Supreme Court has held that, "Indubitably, the lessee came in possession of the property in question on 16th January, 1958. The lease was for a period of ten years with a right of renewal for a further period of five years. After the expiry of ten years, no instrument was executed by the parties and the lessee continued to remain in possession of the suit property. The lessor accepted the rent and allowed the lessee to continued."
33. It was further observed that, "In view of the paragraph 1 of Section 107 of the Act, since the lease was for a period exceeding one year, it could only have been extended by a registered instrument executed by both the lessor and the lessee. In the absence of registered instrument, the lease shall be deemed to be lease from month to month." It is clear from the very language of Section 107 of the Act which postulates that a lease of immovable property from year to year, or for any term exceeding one year, or reserving a yearly rent, can be made only by a registered instrument. In the absence of registered instrument, it must be a monthly lease. The lessee and the sub-lessee in the facts of this case

continued to remain in possession of the property on payment of rent as a tenant from month to month.”

34. In *Modern Food Industries (India) Limited Vs. I.K. Malik and Others* – 2002 VIII AD (Delhi) 88 the Hon’ble Delhi High Court has held that, “Since it is appellant’s own case that period of lease was renewed vide letter dated 03.04.1992, therefore, it required registration as held by the Apex Court in *Kidarsons Industries Pvt. Ltd.’s* case (supra). There also the letters were exchanged between the parties to renew or extend the lease subject to increase of rent and Apex Court held it required registration. Since the renewed lease is not registered as required, therefore such a lease has to be treated as a lease from month to month basis determinable by a statutory notice under Section 106 of the Transfer of Property Act. The letter dated 3rd July, 1992 relied by the appellant renewing the lease upto 31st May, 2002 required registration, having not done so this letter postulating the extension of lease upto 31st May, 2002 which term is not for collateral purpose hence cannot be used nor admissible in evidence for showing creation of lease/renewal lease except for proving the nature of possession.”
35. It was further observed that, “After hearing counsel for the parties and perusing of deed dated 03.07.1992 cannot be looked into for want of registration. If a document is inadmissible for non registration, all its terms are inadmissible including the one dealing with the landlord’s permission for the renewal of the lease and the increase of the rent. The letter dated 3rd July, 1992 cannot be dis-associated from the initial lease of 1972 purported to have been executed between the erstwhile landlord and the appellant containing the terms and conditions of the tenancy.”
36. Thus, the agreement dated 20.09.1980 Ex. PW1/DZ4-Ex. DW1/4 is a lease agreement entered into between the parties. The said lease deed was for a period fixed term of five years with an option of renewal by the appellant for further periods of five years after increasing the rent by 15% on the last rent paid each time.

37. Admittedly, the appellant came into possession of the suit premises vide lease agreement date 20.09.1980. The said document is unregistered and unstamped thus, the same is inadmissible in evidence. However, under the said agreement the relationship of landlord and tenant was created between the parties. Moreover, though Ex. PW1/DZ1, Ex. PW1/DZ2 and Ex. PW1/DZ3 have been written by the appellant to the respondent claiming to have renewed the lease deed but the renewal of lease deed can again be executed through a registered document. As these letters are not registered thus, the tenancy could not have been renewed in favour of the appellant. Accordingly, the appellant became a month to month tenant under the respondent landlord. Thus it cannot be said that the lease deed in perpetuity was created by the parties.

38. The facts of the judgment Maneklal Mansukhbhai Vs. Hormusji Jamshedji Ginwalla & Sons (Supra) are distinguishable from the facts of the present case. In that case in pursuance to the agreement to lease which was an unregistered document the lessee took possession soon after the execution of the agreement. The lease was to be of an permanent character and the terms of the rental were to be revised after a period of 50 years. The Hon'ble Supreme Court held that, "An agreement of lease creating the present demise but not registered is admissible under Section 49 Registration Act as evidence of part performance."

39. It is further observed that, "defence under Section 53A Transfer of Property Act is available to a person who has an agreement of lease in his favour though no lease has been executed and registered." However, in the present case, the parties had executed a "Lease Agreement" for a fixed period with option of a renewal Clause."

8. The impugned judgment had held that the document is a lease agreement entered into between the parties which was for a fixed period of five years with an option of renewal to the defendant for a further period of five years after increasing the rental by 15 per cent on the last paid rent; plaintiff had refused to

renew the lease period. The legal notice had validly terminated the lease of the defendant. The judgment of the Trial Court was affirmed.

9. This is second appeal. On 06.01.2011, the following substantial question of law was formulated: it reads as follows:-

“Whether the finding in the impugned judgment dated 12.01.2007 qua the document dated 20.09.1980 (Ex.DW1/4) are perverse if so its effect?”

10. On behalf of the appellant, it has been urged that this Court on 31.05.2007 had made a prima facie observation that the document dated 20.09.1980 is a document in perpetuity. It is submitted that in AIR 1950 Supreme Court Maneklal Mansukhbhai Vs. Hormusji Jmshedji Ginwalla & Sons, the Hon’ble Supreme Court has the occasion to deal with an agreement executed between the parties where the lessee in terms of the agreement had taken possession of the property in part performance of the agreement; it had noted that the defendant was all along ready and willing to perform his part of contract, such an agreement of lease, although, unregistered could be read as evidence as part performance of the contract and a formal lease was not necessary; defendant had been protected under Section 53A of TPA. Heavy reliance has been placed upon this proposition as initiated by the Hon’ble Supreme Court to advance the submission now urged before this Court.

Attention has also been drawn to the various Clauses of Ex.DW1/4. It is pointed out that the document has to be read as a whole and a wholesome reading of the document shows that the parties had intended to take in future the lease of the demised

premises; the formal agreement was yet to follow. Clause 8 specifically recited that the property would be completed on or before 31.10.1980 and in case it is not completed by that period, the first party would pay interest on the advanced amount received by him to the second party. Clause 10 also envisaged that the property is yet to be handed over; so also Clause 13. Clause 13 had in fact recited that the premises will be handed over to the second party after it is completed. Right of renewal was a unilateral right granted in favour of the lessee alone; this was enjoined in clause 23 which in fact stated that, in fact, if the second party continued to pay rent and perform the conditions, the second party shall enjoy the premises for the lease period or the renewal periods. Option was given to the lessee alone to terminate the lease before the lease period. It is urged that a perusal of the various clauses in the lease deed clearly show that the parties had intended to create a lease in perpetuity; it is not the case of the plaintiff that the defendant had defaulted in performing his part of the contract; he is adequately protected under Section 53 A of TPA; he could not be evicted.

11. Arguments have been countered. It is pointed out that the appellant is blowing hot and cold; he is confused in his arguments. In the first breath his submission is that the lease is in perpetuity; in the next breath he is seeking protection under Section 53A of the TPA; both are contrary stands and against the strength of one another. It is submitted that if the lease was in perpetuity the question of the renewal clause being incorporated in the said document would not arise; a renewal can even otherwise be effected only through a registered document. Admittedly, after the

execution of the document dated 20.08.1980 (Ex.DW1/4) no other document had been executed between the parties.

12. The crux of the issue is the construction to be placed on the document dated 20.09.1980. Nomenclature of a document is not always relevant to decipher the intent of the parties which has to be gathered from the reading of the document as a whole. This document has been scrutinized. The clauses referred to by the learned counsel for the appellant have also been perused. Admittedly, if the document is construed as an agreement to lease no registration would be required. However, if it is read as a lease registration is compulsory for the admissibility of the document; in the absence of registration, the document can be read only for a collateral purpose.

13. Along with this document, the various correspondence exchanged between the parties also has to be read; the document by itself is not sufficient to construe the intent of the parties. What had the parties intended to create from this document? The correspondences sent by the defendant to the plaintiff dated 20.07.1985, 17.10.1990 & 26.09.1995 all make unilateral statements seeking renewal of the lease periods for five years. The defendant had not acceded to any of these requests. They were even otherwise not registered documents; renewal of a lease in term of Section 107 of the TPA could be effected only through a registered document. The vehement contention of the learned counsel for the respondent is that the defendant has all along described this document as a lease and this is also evident from his version on oath. In his cross examination, DW1 had admitted that he had applied for renewal of the lease deed and letters had been

written seeking renewal of the lease deed; he stated that he is lawful tenant. It is submitted that these admissions of DW1 in his cross examination clearly show that the parties had, in fact, admitted that a jural relationship of landlord-tenant existed between them. To substantiate the same submission, attention has been drawn to the order of this Court dated 15.01.2088 wherein para 4 it had been recorded that the jural relationship of the landlord and tenant is not in dispute.

14. The renewal clauses in Ex.DW1/1 also throw light on the intent of the parties; there was no occasion to have a renewal Clause in the said document if this lease was intended to be created in perpetuity. Clause 25 specifically makes a reference to the expiry of the terms of the lease or the renewed terms; the question of the expiry of the term would arise only if the renewal was not accepted.

15. From the recitals in this document (Ex.DW1/4) as also the correspondence, admittedly, exchanged between the parties which also includes the reply by the defendant to the legal notice (Ex.P-2) sent by the plaintiff, it is evident that the parties had intended and, in fact, had created a lease between themselves. The renewal clause mentioned in the various parts of the document largely supports this stand. If the lease was in perpetuity, the question of renewal would not arise; there would also be no occasion to incorporate a clause for the termination of the agreement after the initial period of five years which had expired on 20.09.1985, the plaintiff did not accede to the request made by the defendant for the renewal of the lease. Admittedly, no document had also been executed after 20.09.1980. A renewal of a lease has unnecessarily

to be evidenced by a registered document. What now subsisted between the parties was a lease on a month to month basis. The protection under Section 53A of TPA is a misconceived shelter which the appellant is seeking; such a defence of part performance is available to the transferee only during the subsistence of the contract; i.e. at best only up to the initial period of five years from the execution of Ex.DW1/4 which was up to 20.09.1985 and not thereafter.

16. The findings in the impugned judgment are in no manner perverse. This Court is sitting as a second appellate court and can interfere with finding of facts only if they are perverse. Both the facts finding courts had on the scrutiny of Ex.DW1/4 appreciated its true contents to arrive at a fact finding that this document was a lease for a period of five years only; thereafter the parties were relegated to the status of a lease on a monthly basis.

17. Judgment of Maneklal Mansukhbhai (supra) is distinct on facts. In the said case the parties had executed an unregistered document which was construed as an agreement of lease entitling the transferee to protection under Section 53 A of the TPA.

18. In JT 2006 (5) SC 72 Gurdev Kaur & Ors. V. Kaki & Ors, the Court had reiterated that after the amendment to Section 100 of Civil Procedure Code, the constant position has been that a Court should not interfere with concurrent finding of fact. After this amendment, in the 1976 the scope of Section 100 has been drastically curtailed and narrowed down. In this context, it was held as follows:-

“The High Courts would have jurisdiction of interfering
under Section 100 C.P.C. only in a case where substantial

questions of law are involved and those questions have been clearly formulated in the memorandum of appeal. At the time of admission of the second appeal, it is the bounden duty and obligation of the High Court to formulate substantial questions of law and then only the High Court is permitted to proceed with the case to decide those questions of law. The language used in the amended section specifically incorporates the words as "substantial question of law" which is indicative of the legislative intention. It must be clearly understood that the legislative intention was very clear that legislature never wanted second appeal to become "third trial on facts" or "one more dice in the gamble". The effect of the amendment mainly, according to the amended section."

19. Substantial question of law is answered accordingly.

The appeal is without any merit. It is dismissed.

INDERMEET KAUR, J.

JANUARY 21, 2011
rohit