

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

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Date of decision: 18th November, 2013

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RFA No.47/2005 & CMs No.11835/2013 & 12906/2013

MATADIN YADAV

(Deceased Through Legal Representatives)

..... Appellant

Through: Mr. R.M Bagai & Mr. Vipin K. Singh,
Advs.

Versus

M/S MIDAS LIDS P. LTD.

(Now amalgamated into Preeti Vanijya Pvt. Ltd.) Respondent

Through: Mr. Anoop George Chaudhari and Mrs.
June Chaudhari, Sr. Advs. with Ms.
Meenaxi Midha & Mr. Abhinav Jain,
Advs.

AND

RFA No.48/2005 & CM No.13031/2013

AND

RFA No.49/2005 & CM No.13024/2013

AND

RFA No.50/2005 & CM No.13022/2013

AND

RFA No.57/2005 & CM No.13019/2013

AND

RFA No.84/2005 & CM No.13017/2013

AND

RFA No.90/2005 & CM No.13016/2013

AND

RFA No.102/2005 & CM No.13058/2013

CORAM :-

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

RAJIV SAHAI ENDLAW, J.

1. These eight appeals impugn the common judgment and decree dated 24th August, 2004 of the Court of the Addl. District Judge, Delhi in eight suits bearing no.13/04 (old no.2894/90), 2/04 (old no.2926/90), 3/04 (old no.2928/90), 4/04 (old no.2930/90), 10/04 (old no.2895/90), 32/04(old 2921/90), 111/04/(old no. 2905/90) and 118/04 (old 2923/90) filed by the respondent against the predecessor-in-interest of the appellant namely Sh. Prabhu for specific performance of eight different Agreements of Sale of by the predecessor in interest of the appellant in favour of the respondent/plaintiff of different parcels of land in the Revenue Estate of Village Kapashera, Delhi. The learned Addl. District Judge, vide the impugned judgment and decree, has decreed the suits and directed the predecessor-in-interest of the appellant to apply for permissions under Section 27 of the Delhi Land (Restrictions on Transfer of Land) Act, 1972 and Section 230 of the Income Tax Act within two

months, to pursue the same diligently, obtain permissions at the earliest and inform of the same to the respondent/plaintiff; the respondent/plaintiff has been directed to pay to the predecessor-in-interest of the appellant or deposit in the Court the balance sale price within three months thereof; the predecessor-in-interest of the appellant has also been directed to thereafter execute and register Sale Deeds in favour of the respondent/plaintiff. The predecessor-in-interest of the appellant namely Sh. Prabhu died on 27th September, 2004 and these appeals were filed by the appellant as his legal representative.

2. The appeals were admitted for hearing and vide order dated 1st March, 2005 the operation of the impugned judgment and decree stayed and the appellant directed to maintain *status quo* with regard to the nature, title and possession of the subject land and also restrained from carrying out any construction thereon. The appellant, during the pendency of these appeals, in or about the year 2009 applied for amendment of the written statement to the suit filed by the respondent/plaintiff. However the senior counsel appearing for the appellant on 23rd September, 2010 stated if this Court allows the appellant to address arguments on the legal issue in respect of bar to sell the land in question under Section 33 of the Delhi Land Reforms Act, 1954 then the appellant will not press the applications for amendment of the written

statement. This Court, observing that since the objection though not taken in the written statement, is legal, allowed the appellant to address arguments on the same with liberty to the respondent/plaintiff to reply thereto. Accordingly the applications for amendment were disposed of. Settlement talks initiated between the parties thereafter failed. The appellant died during the pendency of the appeal and his legal heirs permitted to be substituted, though amended memo of parties has not been filed till now. Thereafter the respondent/plaintiff filed applications under Order 41 Rule 27 of the CPC which were ordered to be heard along with the appeal. The counsel for the appellant and the senior counsel for the respondent/plaintiff have been heard. They have argued all the appeals as one, without any factual difference in the eight suits from which these appeals arise.

3. The respondent/plaintiff, in or about September, 1990 instituted the suits from which these appeals arise, pleading:-

- (a). that the predecessor of the deceased appellant namely Shri Prabhu (appellant/defendant) had, vide eight Agreements to Sell all dated 28th June, 1989, agreed to sell different parcels of land at Village Kapashera, Delhi to the respondent/plaintiff for a total consideration of Rs.6,25,000/- under each of the Agreement and

out of which at the time of Agreement to Sell the appellant/defendant received a sum of Rs.62,500/- as earnest money and part money and the balance sale consideration was agreed to be paid by the respondent/plaintiff at the time of execution and registration of the Sale Deed;

- (b). that the appellant/defendant had represented and assured the respondent/plaintiff that the said lands formed part of *lal dora* of Village Kapashera and it was on this assurance and representation that the respondent/plaintiff entered into the aforesaid Agreements to Sell;
- (c). that before the time given to the respondent/plaintiff to pay the balance sale consideration could expire, the respondent/plaintiff reliably learnt that the land which was agreed to be sold to the respondent/plaintiff was not comprised in and did not fall within the *lal dora* of Village Kapashera as represented and assured by the appellant/defendant;
- (d). that the respondent/plaintiff also reliably learnt that consolidation proceedings were in progress and pending final adjudication

before the Consolidation Department and as such the nature and classification of land was still described as ‘agricultural’ and the said lands could not be sold as *lal dora* land;

- (e). that the appellant/defendant had willfully concealed the said material facts and fraudulently and with *mala fide* intentions and ulterior motives misrepresented that the land agreed to be sold formed part of the *lal dora* of Village Kapashera whereas in fact it was not so, thereby making wrongful gain to himself and causing wrongful loss to the respondent/plaintiff;
- (f). that in case the said lands were not sold as *lal dora* lands, there would be a contravention of the provisions of the Delhi Land Reforms Act and as such the finalization of the consolidation proceedings was a must and the land could not be sold till such time the consolidation proceedings were finalized as it would only be confirmed after the Scheme under the consolidation was finalized, whether the said lands would be included in the *lal dora* or not;

- (g). that the appellant/defendant had specifically agreed that in case he failed to transfer the lands as *lal dora* land, the respondent/plaintiff would be at liberty to get the Sale Deed executed/registered through the Court of law;
- (h). that the respondent/plaintiff, from the date of Agreement to Sell had been ready and willing to perform its part of the Agreement provided the appellant/defendant transferred a marketable title in the land as *lal dora* land to the respondent/plaintiff;
- (i). that the appellant/defendant had miserably failed to perform his part of the obligations under the Agreement to Sell as he had failed to sell the lands to the respondent/plaintiff as *lal dora* land; and,
- (j). that the respondent/plaintiff had served legal notice to the appellant/defendant on 27th August, 1990 calling upon him to perform the Agreement to Sell after having the said lands included in the *lal dora* of Village Kapashera from the Consolidation Officer.

Accordingly, a decree for specific performance, by directing the appellant/defendant to sell/perform the sale by executing the Sale Deed of the

land as *lal dora*, in favour of the respondent/plaintiff and by getting the Sale Deed registered, was claimed.

4. A perusal of the Trial Court record shows that while issuing summons of the suits, vide *ex parte* order dated 20th September, 1990 the appellant/defendant was restrained from alienating, encumbering or parting with the possession of the suit lands, without imposing any condition on the respondent/plaintiff of deposit of balance sale consideration etc. in the Court.

5. The appellant/defendant contested the suits, by filing the written statements, on the grounds:-

- (i). that the respondent/plaintiff had not performed its part of the contract and had not taken any steps to get the Sale Deed executed and registered;
- (ii). that under the terms of the Agreement to Sell the respondent/plaintiff was under an obligation to procure at his own cost and expense, apply and obtain the No Objection Certificates (NOCs) from the Tehsildar, Notification, Delhi and/or from any other concerned authority for the sale of the suit lands;

- (iii). that the respondent/plaintiff neither obtained the NOCs nor did he approach the appellant/defendant or paid him the balance amount of sale consideration by 27th October, 1989 as stipulated in the Agreements;
- (iv). that the respondent/plaintiff did not have the necessary funds at his disposal to pay the balance sale consideration; about Rs.50 lacs were to be paid by the respondent/plaintiff to the appellant/defendant as sale consideration under all the eight Agreements and the appellant/defendant “apprehended” that the respondent/plaintiff was not possessed of sufficient funds to make the payment;
- (v). that the respondent/plaintiff even at the time of filing the suits did not have sufficient funds to make payment to the appellant/defendant and hence the suits were not maintainable;
- (vi). that the respondent/plaintiff having failed to pay the balance amount of sale consideration by 27th October, 1989, was a defaulter and had no right to sue;

- (vii). that the respondent/plaintiff had dishonestly and mischievously pleaded that the lands agreed to be sold were not situated within the *lal dora* of the Village; that the subject lands had been earmarked as residential plot within the *Lal Dora/Red Lines/Abadi Deh/* Circular Road of the village at the time of drafting and confirmation of the Scheme of Consolidation and it was so evident from the *Aks Shajra* filed by the appellant/defendant with the written statements also;
- (viii). that the aforesaid lands had been allotted to the appellant/defendant between 13th July, 1988 to 20th August, 1988 during repartition under Section 21 of the East Punjab Holdings (Consolidation & Prevention of Fragmentation) Act, 1948;
- (ix). that the respondent/plaintiff at the time of entering into the Agreements to Sell had satisfied itself after going through all relevant records that the said lands were situated within the *lal dora*;
- (x). the allegations in the plaint of the lands being not situated in the *lal dora* were false;

- (xi). that the respondent/plaintiff was required to obtain the NOCs from the competent authorities and in case of its failure to obtain the NOCs, the respondent/plaintiff was under an obligation to pay the balance sale consideration and in that eventuality the appellant/defendant was under an obligation to give the physical vacant possession and to sign the relevant documents such as Will, Agreement to Sell, General Power of Attorney, Special Power of Attorney, receipts, affidavits etc. as mentioned in clause 4 of the Agreements to Sell; the respondent/plaintiff had failed to perform any of the obligations which it was obliged to perform;
- (xii). that the Agreements to Sell had fixed four months time for both the parties to perform their respective duties and obligations; it was during the four months time that the respondent/plaintiff had to apply for and obtain at its own cost the NOCs from the Tehsildar, Notification, Delhi and/or from any other concerned authorities; the respondent/plaintiff had to obtain the certificates from the competent authorities within the stipulated period of four months ending 27th October, 1989; in case of failure of the respondent/plaintiff to obtain the NOCs from the competent

authorities, the respondent/plaintiff was bound to approach the appellant/defendant to pay the balance sale consideration against delivery of vacant physical possession of the land and signing of Agreement to Sell, Power of Attorney etc; the respondent/plaintiff did not perform its part of the agreements in terms of the Agreements;

(xiii). time was the essence of the Agreement;

(xiv). the Scheme of Consolidation showing the said land in the *lal dora* was published on 22nd June, 1987 and confirmed on 24th July, 1987 and there was no change since then;

(xv). that the respondent/plaintiff had not disclosed the source and means of the information that the lands were not situated in the *lal dora* and the said plea had been taken merely to wriggle out of the Agreements to Sell;

(xvi). that the appellant/defendant had not practiced any concealment or misrepresentation;

(xvii). that the lands were not agricultural and were exempt from the provisions of the Delhi Land Reforms Act, having been allotted to

the appellant/defendant for non-agricultural purposes and there was no law barring the appellant/defendant from selling such lands;

(xviii) that the plea of the respondent/plaintiff that it would be known only after finalization of consolidation operation whether the said lands are in *lal dora* or not was controverted;

(xix). that the respondent/plaintiff did not take any steps whatsoever to get the Sale Deed or the other documents executed;

(xx). that the respondent/plaintiff had been sleeping since the date of the Agreements to Sell, till the filing of the suits;

(xxi). that the appellant/defendant was then not ready to sell the property on the old rate as on account of passage of time and for no fault of the appellant/defendant there had been steep rise in the prices of land and then the market value of the land was Rs.4,000/- per sq. yd.;

(xxii). that the earnest monies paid by the respondent/plaintiff to the appellant/defendant stood forfeited;

(xxiii) that of about Rs.50 lacs towards balance sale consideration payable by the respondent/plaintiff under the eight agreements, the respondent/plaintiff did not pay a single penny; and,

(xxiv) that though the notices dated 27th August, 1990 had been received but being based on wrong facts, there was no necessity to reply thereto.

6. The respondent/plaintiff filed replications to the written statements aforesaid:-

(A). denying that it was the respondent/plaintiff who was required to obtain permissions from the Tehsildar or from any other concerned authority for sale of the suit land;

(B). pleading that it was the appellant/defendant who was required to obtain the necessary permissions under the Delhi Land (Restrictions on Transfer of Land) Act and the necessary Income Tax Clearance Certificate;

(C). denying that the lands were within the *lal dora* and pleading that the Department had misrepresented to the respondent/plaintiff that

the lands were in *lal dora* when the same were classified as 'agricultural' and consolidation proceedings were still underway;

- (D). pleading that the sale consideration was to be paid to the appellant/defendant only upon the appellant/defendant obtaining necessary permissions/clearances;
- (E). denying that the respondent/plaintiff was bound to approach the appellant/defendant and to pay the balance sale consideration by 27th October, 1989 against delivery of physical possession of the land;
- (F). denying that the respondent/plaintiff at the time of Agreements to Sell had satisfied itself; and,
- (G). pleading that the respondent/plaintiff had acted purely on the assurances and the representations of the appellant/defendant.

and otherwise generally denying the contents of the written statement and reiterating the contents of the plaint.

7. It may however be highlighted that inspite of the appellant/defendant in the written statement expressly pleading that the respondent/plaintiff neither within the time fixed under the Agreement to Sell nor at any time thereafter nor

then was possessed of Rs.50 lacs being the balance sale consideration under all the eight agreements and that the respondent/plaintiff had not disclosed the source of its information that the lands were not situated within the *lal dora*, the respondent/plaintiff in the replication did not give any further particulars on either of the said two aspects.

8. A perusal of the order sheet also shows that though vide order dated 13th December, 1994 the counsel for the respondent/plaintiff had undertaken to bring on the next date Banker's Certificate to show that there was money available with the respondent/plaintiff for payment of balance sale consideration but the subsequent orders do not record the counsel for the respondent/plaintiff having produced any such certificate. No such certificate was pointed out on the Trial Court records during the hearing also and no such certificate has been found on the file of suit No.13/2004 on perusal whereof the judgment is being dictated.

9. On the pleadings aforesaid of the parties, the following issues were framed on 21st November, 1995:-

- “1. Whether the plaintiff proves that he was ready and willing to perform his part of contract?
2. Whether the plaintiff has committed breach of the terms of the contract between the plaintiff and the defendant?
3. Whether the plaintiff proves that the defendant has misrepresented to the plaintiff that the land was part of Lal Dora of village Kapashera on the date of agreement between the parties though in fact it was not the part of Lal Dora of Village Kapashera?
4. Whether time was the essence of the contract in question?
5. Whether the plaintiff is entitled to get the specific performance of the agreement to sell dt. 28/6/89?
6. Whether the plaintiff proves that the sale in question is barred by the provisions of East Punjab Holding (Consolidation and Prevention of Fragmental) Act? If Yes, what the consequences?
7. What order and decree?”

10. The trial of all the suits was consolidated and expedited and in view thereof the *ex parte* ad interim order continued.

11. The respondent/plaintiff examined five witnesses i.e. its Directors Mr. Manoj Kumar and Mr. Surender Sehgal, its Chartered Accountant Mr. Shailendra Dixit, Manager (Credit) of United Bank of India and the *Patwari* (Notification) Branch, NCT of Delhi. The appellant/defendant examined three

witnesses i.e. the deceased appellant being son and attorney of the original defendant namely Sh. Prabhu, the *Patwari* and the *Kanungo*.

12. The learned Addl. District Judge has vide the impugned judgment decreed the suits of the respondent/plaintiff as aforesaid, finding/observing/holding:-

- (a). the argument of the counsel for the respondent/plaintiff, that the pleading of the respondent/plaintiff in the plaint and the deposition of the Director of the respondent/plaintiff that the respondent/plaintiff was ready and willing to perform its part of the contract was sufficient to prove the readiness and willingness of the respondent/plaintiff, was accepted;
- (b). that the respondent/plaintiff was not required to produce ready cash or to show that it had the necessary funds; all that was required to be shown was the capability of the respondent/plaintiff to raise funds and which had been shown by the deposition of the Director of the respondent/plaintiff that Mr. R.K. Jain and his family who held substantial holdings in the respondent/plaintiff Company had assets worth Rs.10 crores and fixed deposits to the

tune of Rs.45 lacs, were sufficient to show that the respondent/plaintiff could have made the necessary arrangements;

(c). that the argument of the counsel for the appellant/defendant that the respondent/plaintiff had not pleaded or proved any resolution of Board of Directors (which was admitted to be necessary for raising funds) was not accepted holding that the stage of passing a Resolution would come only when actual borrowing was to be done and the respondent/plaintiff could not be expected to pass a Resolution in advance or to keep the money with it in advance --- accordingly, issue No.1 was decided in favour of the respondent/plaintiff and against the appellant/defendant;

(d). the contention of the counsel for the respondent/plaintiff that permission for sale could be obtained by the seller i.e. the appellant/defendant only and the respondent/plaintiff could neither apply for permission nor obtain the permission and the agreement between the parties to the said effect was in violation of statutory obligations placed on the seller and thus void under Section 23 of the Contract Act (made by drawing support from ***Bishambhar***

Nath Aggarwal Vs. Kishan Chand AIR 1988 Allahabad 195) was

accepted; it was held that any agreement in violation of law is *ipso facto* bad and Court cannot expect a party to do something which is beyond its control; application for permission has to be submitted by the seller; how can a purchaser move the application without signatures of the seller; it would amount to expecting to make impossible things a possibility and which was found to be absurd;

- (e). that the question of payment would have arisen only after the appellant/defendant had obtained the permissions—accordingly issue No.2 was decided in favour of the respondent/plaintiff and against the appellant/defendant and it was held that the respondent/plaintiff did not commit any breach of the terms of the contract;
- (f). that the *Patwari* examined by the appellant/defendant had deposed that the land was situated in the extended *lal dora* and had been allotted to the appellant/defendant between 13th July, 1988 and 20th July, 1988;

- (g). the argument of the counsel for the respondent/plaintiff that since the records of consolidation were consigned in 1997, the proceedings of consolidation stood completed only in 1997 was not accepted and it was held that consolidation is done after the Schemes of the entire village are finalized and there can be more than one Scheme in one village and the first Scheme could not be kept pending till the last Scheme was finalized and it is the relative finalization which is material;
- (h). the argument of the appellant/defendant that as per Section 20(2) of the Consolidation Act if no objections are received to the draft Scheme published under Section 19(1) by the Consolidation Officer, the Scheme is to be confirmed was accepted and it was held that since it was not the case of any of the parties that any objections were filed, the Scheme became final in 1987 itself;
- (i). it was accordingly held that the appellant/defendant had not misrepresented to the respondent/plaintiff that the land was part of *lal dora* on the date of Agreements to Sell—accordingly, issue no.3 was decided against the respondent/plaintiff and in favour of the appellant/defendant;

- (j). that though the Agreements to Sell provided that even if the respondent/plaintiff failed to obtain the NOCs it shall pay the balance sale consideration to the appellant/defendant against delivery of physical possession of the land and execution of Agreement to Sell, Power of Attorney, Will etc. but it was unjust to expect the purchaser to pay the amount without having any Sale Deed, as title in immovable property could not be transferred except by way of registered Sale Deed and mere Agreement to Sell coupled with Will, Power of Attorney etc. was not enough;
- (k). in case of immovable property generally time is not the essence of the contract, reliance in this regard was placed on *Chand Rani Vs. Kamal Rani* (1993) 1 SCC 519 and *P. Purushottam Reddy Vs. Pratap Steels Ltd.* (2002) 1 Apex Decision (Supreme Court) 546—accordingly issue no.4 was decided in favour of the respondent/plaintiff and against the appellant/defendant;
- (l). that since the possession of the land had remained with the appellant/defendant and he had been reaping the fruits thereof, he could not be said to be a loser, if asked in the year 2004 to perform the agreement entered into by him in the year 1989;

- (m). that specific performance of the agreements could be directed by obtaining permission—accordingly issue no.5 was decided in favour of the respondent/plaintiff and against the appellant/defendant;
- (n). though it was the plea of the respondent/plaintiff that Section 30 of the Consolidation Act prohibited an owner from transferring his land during the pendency of the consolidation proceedings but the reply of the appellant/defendant thereto that Section 30 did not apply to allotments made after finalization of consolidation scheme was correct and since consolidation had already been completed and the land was a *lal dora* land at the time of Agreements to Sell, so the bar of Section 30 did not apply—accordingly issue No.6 was decided against the respondent/plaintiff and in favour of the appellant/defendant; and,
- (o). that the argument of the appellant/defendant that the respondent/plaintiff had been blowing hot and cold, by on the one hand contending that the sale was hit by Section 30 of the Consolidation Act and on the other hand seeking specific

performance, was not accepted and accordingly the suit was decreed as aforesaid.

13. The counsel for the appellant/defendant commenced his argument by stating that the respondent/plaintiff having not filed any cross objections challenging the findings on the issues decided in favour of the appellant/defendant, the said findings have become final and in view thereof specific performance could not have been granted and the decree is liable to be set aside.

14. The senior counsel for the respondent/plaintiff responded, though not challenging the findings in the impugned judgment against the respondent/plaintiff, but by contending that the same do not disentitle the respondent/plaintiff from the relief of specific performance.

15. However finding the reasoning given by the learned Addl. District Judge to be contrary to the law laid down/reiterated by the Supreme Court in ***Saradamani Kandappan Vs. S. Rajalakshmi*** (2011) 12 SCC 18, attention of the counsels was drawn thereto and the Agreements to Sell perused. The Agreements to Sell in all the suits are stated to be identical and the

appellant/defendant is described therein as the first party and the respondent/plaintiff as the second party and they *inter alia* provide as under:

“Whereas the first party is the owner and in possession of lal dora land measuring 10 Biswas, falling in Khasra No.1007, situated in Village, Kapashera, Tehsil Mehrauli, New Delhi.”

“1. That in pursuance of the said agreement and in consideration of Rs.62,500/- (Rupees Sixty thousand five hundred only) received by the first party from the second party, as advance/earnest money vide cheque No.341874 dated 27.6.1989, drawn on Citi Bank, N.A., Delhi, and the receipt of the same is hereby admitted and acknowledged in respect of the sale of the said land at the rate of Rs.1,170/- (One thousand one hundred seventy) per sq. yds. and the balance amount shall be received by the first party from the second party, by 27.10.1989 and shall give the physical vacant possession of the said land to the second party.

4. That the second party shall at its own costs and expenses shall apply and obtain the NOC from the Tehsildar Notification, Delhi, or any other concerned authority for the sale of the said land. However the first party undertake to sign all the documents and papers at the demands and request of the second party. The second party shall obtain the NOC within the said stipulated period mentioned as above. In case, the second party fails to obtain the NOC, then the second party or its nominees shall pay the balance sale consideration and the first party shall give the physical vacant possession and shall sign the relevant documents and papers such as Will, Agreement to Sell, General Power of Attorney, Special Power of Attorney, Receipt, Affidavit, etc. etc.

5. That all the dues, demands, taxes, etc. etc. payable in respect of the said land shall be paid by the first party upto

the date of giving the possession, and thereafter the same shall be paid by the said party or its nominee/s.

7. That whenever all the formalities are completed, the first party shall execute and register the sale deed in favour of the second party or its nominee/s, failing which the second party or its nominees / s, shall be fully competent to get the sale deed executed and registered through the Court of law at the cost and expenses of the first party.

9. That the second party or its nominee/s shall pay the stamp duty, transfer duty and registration fees at the time of registration of the Sale Deed.”

16. The agreement, thus between the parties was:-

- (i). for payment by the respondent/plaintiff to the appellant/defendant of the balance sale consideration by 27th October, 1989;
- (ii). of the respondent/plaintiff at its own cost and expense applying for and obtaining NOCs from the Tehsildar, Notification, Delhi or any other concerned authority for sale of the land;
- (iii). of the appellant/defendant, at the request of the respondent/plaintiff signing all the documents and papers required by the respondent/plaintiff for obtaining such NOCs for sale;
- (iv). of the respondent/plaintiff obtaining the NOCs on or before 27th October, 1989;

- (v). that if the respondent/plaintiff failed to obtain the NOCs, the respondent/plaintiff to be still liable for payment of balance sale consideration by 27th October, 1989;
- (vi). the only obligation placed on the appellant/defendant at the time of receipt of balance sale consideration from the respondent/plaintiff by 27th October, 1989 was to deliver vacant possession of the land to the respondent/plaintiff and if NOCs had been obtained, to execute the Sale Deed and if NOCs had not been obtained, to execute Will, Agreement to Sell, General Power of Attorney, Special Power of Attorney, Receipt etc. with respect to the land in favour of the respondent/plaintiff or its nominees; and,
- (vii). that in the event of NOCs being not obtained by the respondent/plaintiff and the balance sale consideration being paid by the respondent/plaintiff as aforesaid, the appellant/defendant was to thereafter also remain bound to execute the Sale Deed as and when the NOCs were obtained.

17. The Supreme Court in *Saradamani Kandappan* supra has held:-

- (a). that the question, whether time is the essence of the contract, with reference to the performance of a contract, may arise for consideration either with reference to the contract as a whole or with reference to a particular term or condition of the contract which is breached;
- (b) in a contract relating to sale of immovable property, if time is specified for payment of the sale price but not in regard to the execution of the sale deed, time will become the essence only with reference to payment of sale price but not in regard to execution of the sale deed;
- (c) normally in regard to contracts relating to sale of immovable properties, time is not considered to be the essence of the contract unless such an intention can be gathered either from the express terms of the contract or impliedly from the intention of the parties as expressed by the terms of the agreement;
- (d). the intention to make time, stipulated for payment of balance consideration, will be considered to be essence of the contract

where such intention is evident from the express terms or the circumstances necessitating the sale, set out in the agreement;

- (e). even if the urgent need for the money within the specified time is not set out, if the words used clearly show an intention of the parties to make time the essence of the contract, with reference to payment, time will be held to be the essence of the contract.
- (f). though in the absence of contract to the contrary, the purchaser is bound to tender the balance consideration only at the time and place of completing the sale but if it is found that there is a conscious effort to delink the terms relating to payment of balance price from the term relating to execution of sale deed and making the time of essence only in regard to the payment of the balance sale consideration, it is a clear indication that while time would be the essence of the contract in regard to the terms relating to payment of balance price, time would not be the essence of the contract in regard to the execution of the sale deed;
- (g). the precedents from an era, when high inflation was unknown, holding that time is not of the essence of the contract in regard to

immovable properties, may no longer apply because the circumstances that existed when the said principle was evolved, no longer exist;

- (h). the principle that time is not of the essence of contracts relating to immovable properties took shape in an era when market value of immovable properties were stable and did not undergo any marked change even over a few years; however there has been a galloping inflation and prices of immovable properties have increased steeply, by leaps and bounds; market values of properties are no longer stable or steady; the steep increase in prices is a circumstance which makes it inequitable to grant the relief of specific performance where the purchaser does not take steps to complete the sale within the agreed period and the vendor has not been responsible for any delay or non-performance; in such circumstances a purchaser can no longer take shelter under the principle that time is not of essence in performance of contracts relating to immovable property, to cover his delays, laches, breaches and `non-readiness'.

- (i). to hold, that a vendor who took an earnest money of say about 10% of the sale price and agreed for three or four months as the period for performance, did not intend that time should be the essence, will be a cruel joke on him, and will result in injustice;
- (j). in these circumstances, the greater scrutiny and strictness has to be applied in considering whether the purchaser was ready and willing to perform his part of the contract.

18. Applying the aforesaid ratio to the subject Agreements to Sell, the parties thereto not only expressly delinked the term relating to balance price from the term relating to execution of Sale Deed but also, though specified the last date for payment of balance sale consideration, did not specify any time for execution of Sale Deed. Therefrom, the intent to make time of payment the essence is clearly borne out. It is not the plea of the respondent/plaintiff in the complaints that the respondent / plaintiff on or before 27th October, 1989 offered or tendered the balance sale consideration to the appellant / defendant. On the contrary, the respondent / plaintiff set up a case in the complaints, which is diametrically different from the Agreements to Sell. While under the Agreements to Sell, (I) the respondent / plaintiff was to apply for and obtain NOCs from the Tehsildar Notification and other authorities at its own cost and

expense; and, (II) to pay the balance sale consideration to the appellant / defendant on or before 27th October, 1989 irrespective of whether such NOCs were available or not and irrespective of whether sale deeds could be executed and registered at that time or not, the respondent / plaintiff in the plaints set up the case of, (III) the appellant / defendant being liable to apply for and obtain NOCs; and, (IV) the balance sale consideration being payable only against execution and registration of sale deed. It is also not the case of the respondent / plaintiff in the plaints that the appellant / defendant on 27th October, 1989 was not in a position to, against receipt of balance sale consideration, deliver vacant physical possession of the land or execute Powers of Attorney, Will etc. with respect thereto. From such stand itself of the respondent / plaintiff, in the suits from which these appeals arise, it is evident that the respondent / plaintiff was not ready and willing to perform his part of the Agreements to Sell, not only on 27th October, 1989, but even at the time of filing the suits and pursuing the same for nearly fourteen years with a claim in obvious contravention of the terms and conditions of Agreements to Sell. Not only so, the respondent / plaintiff even in these appeals, now pending for the last nearly **eight years, has persisted with the same stand.**

19. There cannot be a more gross case of a purchaser of immovable property, inspite of not acting in terms of the Agreements to Sell, setting up a claim for purchase not by specific performance of what had been agreed upon but in another manner, so holding up the property of the seller. I am also appalled at the fact that inspite of such apparent inconsistency in the claim with the Agreements to Sell, the respondent / plaintiff has succeeded before the suit Court.

20. Though the senior counsel for the respondent / plaintiff has not referred to any evidence but I have nevertheless perused the testimony of both the Directors of the respondent / plaintiff. Though, they in their statements admitted that the balance sale consideration was to be paid on or before 27th October, 1989, but explained that the same was not paid owing to the appellant / defendant having failed to get the agricultural land converted into *lal dora* land and because the appellant / defendant could not obtain the requisite NOCs. The statement of the appellant / defendant having not converted the land to *lal dora* was again in contravention to the case set up in the suits. Neither was it the agreement between the parties that the land was required to be converted into *lal dora* nor was the payment of the balance sale consideration dependent thereon. The said witnesses in cross-examination also admitted that the

respondent / plaintiff had not applied for obtaining the NOCs and volunteered that the same was the duty of the appellant / defendant and which was again diametrically opposite to what was agreed in the Agreements to Sell.

21. Per contra, the son / attorney of the appellant / defendant in his examination-in-chief, with reference to the contents of the Agreements to Sell deposed that the NOCs were to be obtained by the respondent / plaintiff; that the respondent / plaintiff had not taken any steps for applying for or for obtaining the NOCs; that the respondent / plaintiff had not paid the balance sale consideration of approximately about Rs.45,00,000/- under all the eight Agreements for the reason of being not possessed of the said monies; that the plots of land were in possession of the appellant / defendant even then i.e. on 22nd December, 2001 when the said statement was being recorded; that the said plots at the time of entering into the Agreements to Sell and till then remained in the *lal dora*. Though the respondent / plaintiff neither in the suit nor in his evidence has set up a case of having paid or tendered the balance sale consideration to the appellant / defendant on or before 27th October, 1989 but in the cross examination of the son / attorney of the appellant / defendant, faced with the said stand in the examination-in-chief suggested that the appellant / defendant and his son / attorney who was deposing were not ready and willing

to accept the balance sale consideration and execute the sale deed and which suggestion was denied by the son / attorney of the appellant / defendant.

22. The respondent / plaintiff in the suits from which these appeals arise not only set up a case different from the terms and conditions of the Agreements to Sell but also set up a further case of the representations made by the appellant / defendant of the plots of land being situated in *lal dora* having been “reliably learnt” to be false.

23. Though the Agreements to Sell while describing the property subject matter of sale, described the same as “*lal dora* land” but otherwise do not contain any express representation of the appellant / defendant as seller, of the land being situated in *lal dora*. Mr. Manoj Kumar, Director of the respondent / plaintiff appearing as PW1 in his examination-in-chief however did not stand by the case set up in the plaints of having after the Agreements to Sell, learnt of the land being not situated in *lal dora* and being agricultural but deposed that the appellant / defendant was contractually obliged to get the land converted to *lal dora*. In view of such change in stand, the occasion for him to disclose as to from whom the respondent / plaintiff had reliably learnt of the land being not situated in *lal dora* did not arise. He however in his cross-examination admitted having seen the land prior to entering into the Agreements to Sell and

RFAs No.47, 48, 49, 50, 57, 84, 90 & 102 all of 2005 *Page 35 of 51*

having seen and verified the original documents of the purchase of the land. Upon being further quizzed in cross-examination as to whether the respondent / plaintiff upon learning that the land was not within the *lal dora* had given anything in writing to the appellant / defendant, he stated that the same was not done.

24. The Agreements to Sell as aforesaid do not provide for any conversion of the land into *lal dora*. The learned Additional District Judge has also rendered a finding in this regard in favour of the appellant / defendant i.e. that the respondent / plaintiff had failed to prove his pleas of having after the Agreements to Sell learnt of the land being not situated in *lal dora* or of the land in fact being not situated in *lal dora*. Not only has the respondent / plaintiff not challenged the said findings of the learned Additional District Judge but has expressly stated that the respondent / plaintiff is not challenging the same. With the same, the edifice on which the suits were filed i.e. of the appellant / defendant having misrepresented to the respondent / plaintiff of the lands being situated in *lal dora* and of owing to the lands being not so situated in the *lal dora* sale being not possible, falls. The conclusion is inescapable that the respondent / plaintiff approached the Court with a false case. A plaintiff especially in a suit for specific performance of an Agreement of Sale of

immovable property and grant of which relief is discretionary, if found to have approached the Court with a false case is likely to be disentitled from the relief of specific performance. I have recently in ***Rajender Singh Dabas Vs. Ramjano*** MANU/DE/3004/2013 dealt with this aspect and thus do not feel the need to elaborate further. There is no reason not to apply the said principle to the facts of the present case especially when the respondent / plaintiff in the plaints itself mis-quoted the terms of the Agreements to Sell. I have also perused the evidence and find the case set up by the respondent / plaintiff, of entertaining any doubts of the land being not situated in a *lal dora*, to be without any basis. The only conclusion is that such false case was set up merely to create a basis for a suit for specific performance to be entertained and to embroil the appellant / plaintiff in litigation. Not only so, the respondent / plaintiff persisted with such a case in contravention of the terms and conditions of the Agreements to Sell in his replication also.

25. The learned Additional District Judge being conscious, of the obligation to obtain the NOCs under the Agreements to Sell being of the respondent / plaintiff and it being the admitted position that the respondent / plaintiff had not taken any steps therefor, still held the respondent / plaintiff to be ready and willing to perform his part of the Agreement to Sell by holding the term of the

Agreement to Sell requiring the respondent / plaintiff to apply for and obtain NOCs to be void under Section 23 of the Contract Act. However, as the aforesaid narrative would show, there was neither any plea nor any evidence to the said effect. In the absence of the respondent / plaintiff pleading and setting up a case of any of the terms of the Agreement to Sell being void, it was not open to the learned Additional District Judge to return a finding, even if on an argument of the counsel for the respondent / plaintiff raised for the first time at the time of addressing arguments. The said reasoning of the learned Additional District Judge is liable to be set aside on this ground alone.

26. The senior counsel for the respondent / plaintiff, when confronted with the same, argued that the Agreements to Sell between the parties to the extent provided for the respondent/plaintiff to apply for and obtain NOCs / permissions for sale were “seemingly changed”, with the appellant/defendant taking the said burden upon himself; that statutorily it is the seller who has to apply for and obtain permissions.

27. It was however enquired from the senior counsel for the respondent / plaintiff whether there is any plea of the respondent/plaintiff, of the written agreement between the parties having changed or of the appellant/defendant having waived any of the clauses thereof; whether not such a plea of the written

Agreements to Sell having been changed or any of the clauses thereof being void, even if were to be held to have been raised, would make the entire agreement unenforceable and under what law the agreement of which specific performance is claimed could be so dissected.

28. The senior counsel for the respondent / plaintiff has contended that the Agreements to Sell to the extent provide for NOCs to be applied for and obtained by the respondent/plaintiff is void under Section 23 of the Indian Contract Act, 1872 in as much it is impossible for the purchaser to apply for and obtain the permissions as the same under the law can be done by the seller only.

29. However it was enquired from the senior counsel for the respondent/plaintiff whether not such NOCs are to be applied for on prescribed forms generally available with the offices from which NOCs are to be obtained and whether not the respondent/plaintiff could have obtained the signatures of the appellant/defendant on the said forms, papers, affidavits etc. required to be filed therewith or taken a Power of Attorney from the appellant/defendant for obtaining such permissions, especially when under the Agreements to Sell, the appellant/defendant had specifically undertaken to sign all documents/papers at the request of the respondent/plaintiff for the said purpose.

30. The senior counsel for the respondent/plaintiff though agreeing that a purchaser can in such a manner apply for and obtain permissions contended that the appellant/defendant in his written statement has not taken any such plea and the witnesses of the appellant/defendant have also not deposed so and the counsel for the appellant/defendant in the cross examination of the witnesses of the respondent/plaintiff did not suggest so and this Court cannot now hold the respondent/plaintiff to be not ready and willing to perform the agreement for such reason. He further contended that the appellant/defendant by not taking a plea in the written statement of the respondent/plaintiff inspite of being capable of applying for and obtaining permissions having not done so has waived such right and/or term of the Agreement to Sell. Reliance in this regard is placed on ***Krishna Bahadur Vs. Purna Theatre*** (2004) 8 SCC 229 (paras 9&10).

31. I am unable to agree. The appellant / defendant in the written statement has expressly pleaded that under the terms of the Agreements to Sell, the respondent / plaintiff was under an obligation to procure at his own costs and expense, apply and obtain the NOCs and had neither applied nor obtained the same. The Directors of the respondent / plaintiff in their evidence also agreed that they had neither applied for nor obtained the NOCs. Rather the counsel for the respondent / plaintiff in the cross-examination recorded on 05.01.2002 of *RFA's No.47, 48, 49, 50, 57, 84, 90 & 102 all of 2005*

the son / attorney of the appellant / defendant suggested that the appellant / defendant had signed and executed certain forms at the time of execution of the Agreements to Sell. It is thus not as if the respondent / plaintiff was oblivious of the manner in which the NOCs were to be applied for or obtained by the respondent / plaintiff or that the respondent / plaintiff did not understand the plea in the written statement of the appellant / defendant. I am thus unable to hold that the appellant / defendant in his written statement has not taken the requisite pleas or has waived the term of the Agreements to Sell whereunder the obligation to apply for and obtain NOCs was of the respondent / plaintiff. Moreover, I reiterate that in the absence of any pleading and evidence of such waiver and change in Agreements to Sell, the suits cannot be decided thereon. The reliance by the learned Addl. District Judge on the judgment supra of the Allahabad High Court is misconceived as in that case the Agreement to Sell was silent on who was to obtain the requisite permissions and in this context the obligation was held to be of the seller. However, the subject Agreements to Sell clearly provide that the respondent/plaintiff/purchaser was to apply for and obtain the permissions and the only obligation of the appellant/defendant/seller was to sign the requisite papers in this regard. The Supreme Court in *Saradamani* supra has held that even the obligation in law of the vendor to

convey an encumbrance free good marketable title is subject to a contract to the contrary.

32. The star argument of the senior counsel for the respondent / plaintiff to which he kept on adverting however is that it was the appellant / defendant who had entered into the Agreement to Sell and who was alive at the time when the evidence of the appellant / defendant was being recorded and who alone could have deposed in his defence failed to appear as a witness and the evidence offered of his son and attorney is no evidence. It is argued that no explanation has been given for non appearance of the said appellant / defendant in the witness box and adverse inference ought to be drawn against him for this reason. It is yet further argued that only he could have deposed that he was so ready and willing to sign forms, documents, affidavits, power of attorney to enable the respondent/plaintiff to apply for and obtain permissions. Reliance in this regard is placed on *Man Kaur Vs. Hartar Singh Sangha* (2010) 10 SCC 512 (paras 16 & 17) and on judgment dated 10th April, 2013 of the Supreme Court in Civil Appeals No.2885-2887/2005 titled *S.Kesari Hanuman Goud Vs. Anjum Jehan*. It is argued that it has thus to be presumed that the appellant / defendant was not ready and willing to perform his part of the Agreements to Sell. It is yet further argued that the appellant / defendant in his written

statement nowhere stated that he was ready and willing to sign and execute forms, papers, affidavits, power of attorney etc. to enable the respondent / plaintiff to apply for and obtain NOCs. It is yet further contended that the attorney in favour of the son of the appellant / defendant is of the year 1995; thus the said son of the appellant / defendant was not the attorney at the contemporaneous time and not competent to depose. It is yet further contended that only the appellant who had signed the Agreements to Sell could have deposed as to how the agreement was understood by the parties.

33. The counsel for the appellant/defendant has argued:-

- (A). that the original defendant at the time of recording of the evidence was 91 years of age and thus unable to depose;
- (B). that the attorney of the original defendant who was examined was none else than the son of the original defendant and who is a witness of the Agreements to Sell as well as receipt and who has deposed that he was present throughout the transaction;
- (C). that the cross examination of the said son and attorney of the original defendant also shows that he was fully aware of the fact;

- (D). that it was never suggested to the son/attorney of the original defendant that he was not aware of the facts or was not available at the time of Agreements to Sell or transaction;
- (E). that in any case it was not the case of the respondent/plaintiff that anything had transpired between the Agreements to Sell and the issuance of the legal notice;
- (F). that the cross examination of the son/attorney of the original defendant is on the premise that he was acting in unison with his father;
- (G). attention is invited to para 18 of *Man Kaur* supra laying down that evidence of an attorney who has been involved in the affairs and who may be a close family member and who is appearing for an old and infirm parent can be accepted.

34. I tend to agree with the contentions aforesaid of the counsel for the appellant / defendant. The present is not a case where it can be said that it was the predecessor-in-interest of the appellant / defendant alone who could have deposed or where adverse inference has to be drawn from his non appearance in the witness box. Rather there is sufficient explanation for his non appearance and no case of any aspect on which the appellant / defendant alone could have

deposed has been built up. Even in *Saradamani* supra the general principle laid down in *Man Kaur* supra was held to be not applicable. Rather, the very argument that the appellant / defendant alone could have deposed about his readiness and willingness to sign the forms, applications, power of attorney, affidavit to enable the respondent / plaintiff to apply for and obtain the NOCs is misconceived inasmuch as it is nowhere the case of the respondent / plaintiff that he was ready and willing to apply for and obtain the permissions and could not do so because of the appellant / defendant not cooperating in the same. Further, what has to be pleaded and proved is the readiness and willingness of the party seeking specific performance and there is no such statutory requirement on the defendant.

35. The senior counsel for the respondent / plaintiff has also contended that adverse inference ought to be drawn against the appellant / defendant for not replying to the notice issued prior to the institution of the suit. It is further argued that while in the written statement, it was pleaded by the appellant / defendant that the notice was not replied to for the reason of the contents thereof being wrong, in the evidence it was deposed that the summons of the suit were received while the reply to the notice was being drafted. No merit is found in the said contention. The notice admittedly is of a date barely 15 days

prior to the institution of the suit and itself gives 10 days time to the appellant / defendant to comply therewith. The senior counsel for the respondent / plaintiff could not tell as to how many days prior to the service of the summons of the suits on the appellant / defendant, the notice was served. In these circumstances, no question of drawing any adverse inference arises.

36. It was also enquired from the senior counsel for the respondent / plaintiff whether the clause of the Agreements to Sell requiring the respondent / plaintiff to apply for and obtain permissions could be held to be void without making the entire agreement void and whether a composite agreement between the parties could be dissected in such a manner.

37. No answer was forthcoming.

38. I am of the opinion that once the parties have agreed to complete a transaction in a particular manner, either the transaction can be enforced in that manner or not at all. The remedy claimed is of specific performance and when performance claimed is in a manner other than that agreed, there can be no specific performance.

39. I am unable to agree with the reasoning in the impugned judgment of the readiness and willingness of the respondent / plaintiff in terms of availability of

funds. The learned Additional District Judge has held the respondent / plaintiff to be ready and willing on the basis of the availability of funds with its majority shareholder. The learned Additional District Judge has also wrongly rejected the argument of the counsel for the appellant / defendant of the said plea being unbelievable in the absence of any resolution of the Board of Directors of the respondent / plaintiff. The counsel for the appellant / defendant is correct in contending that the respondent / plaintiff could not have relied upon the funds for payment of the balance sale consideration being made available by its majority shareholder without the said majority shareholder himself stepping into the witness box and deposing so and without there being any other documents whatsoever to show that the said majority shareholder was ready and willing to so lend funds to the respondent / plaintiff or that the respondent / plaintiff had taken a decision to acquire the said land with the financial assistance of the said majority shareholder. The respondent / plaintiff which is a limited company and a juristic person acts and decides through its Board of Directors which in turn acts and decides by passing resolutions and without the Board of Directors of the respondent / plaintiff having passed a resolution to acquire the said lands by procuring the funds from the majority shareholder and without the said majority shareholder consenting to the same, the said version is

not believable and at best an afterthought. It is significant that the respondent / plaintiff in the plaints did not disclose that the funds were available with it or that they were to be made available by the said shareholder. In spite of the appellant / defendant expressly pleading so in the written statement, yet in the replication no such plea was taken. The counsel for the appellant / defendant is also correct in his contention that the testimony of the bank manager examined by the respondent / plaintiff is of no avail, being of availability of funds with the respondent / plaintiff on a date much after 27th October, 1989 by which date the respondent / plaintiff under the Agreements to Sell was to pay the balance sale consideration.

40. The learned Additional District Judge is also found to be in error in holding that mere plea and deposition of the plaintiff of readiness and willingness is enough. The Supreme Court in ***Umabai Vs. Nilkanth Dhondiba Chavan*** (2005) 6 SCC 243 has held that mere bare statement in the plaint and/or in examination-in-chief of readiness and willingness would not suffice and the Court must take into consideration the conduct of the plaintiff prior and subsequent to the filing of the suit along with other attending circumstances and the amount of consideration to be paid must of necessity be proved to be available. The learned Additional District Judge did not notice, that from the

case set up by the respondent / plaintiff in the plaints which was contrary to the agreements and persisting therewith in the trial, the non readiness and non willingness of the respondent / plaintiff to perform its part of the obligations under the Agreements to Sell was writ large.

41. The learned Additional District Judge is also found to be in error in holding that it is the statutory obligation of the seller to obtain the requisite permissions for sale. The learned Additional District Judge has not cited any statute in this regard and the senior counsel for the respondent / plaintiff on whose argument such finding must have been given is also unable to support the same. Even if certain permissions may be necessary to complete the sale / transfer, I find no bar in law from the parties to a Agreement to Sell agreeing to the purchaser being responsible for applying and obtaining such permissions particularly when the seller whose signatures may be required for obtaining such permissions agrees to sign all documents which may be required in this regard. It was so held by this Court in *S. Niranjan Singh Vs. Smt. Parkashwati* 58 (1995) DLT 215. The Division Bench of this Court also in *Shahjad Dagar Vs. Naresh Gujral* MANU/DE/2439/2008 has held that the seller has to complete all acts necessary to convey title in property unless the terms of the Agreement to Sell record otherwise.

42. The finding of the learned Additional District Judge of the clauses of the Agreements to Sell requiring the purchaser to pay the balance sale consideration even without execution of the sale deed being unjust is again without any pleading or evidence or such a case being set up by the respondent / plaintiff. I am even otherwise unable to find any substance in such a finding. There is no bar in law to the purchaser paying even the entire sale consideration to the seller in advance. Again, in *Saradamani* supra it was held that where the terms of the contract make it clear that payment of the sale price did not depend on execution of Sale Deed, the purchaser had to fulfill the obligation in regard to payment of price and thereafter the vendors were to be required to perform their reciprocal promise of executing the Sale Deed. In the present case, there was sufficient consideration for payment of the balance sale consideration without execution of the sale deed inasmuch as the same was against delivery of possession of the land to enable the purchaser to enjoy the usufruct thereof and execution of documents to enable the purchaser to enjoy all rights as owner in the said land. It is not for the Courts to decide the justness or fairness of agreements entered into by the parties specially when the party setting up such a case has not pleaded so.

43. In the view aforesaid taken, need is not felt to deal with the legal plea which the appellant / defendant was as aforesaid vide order dated 23rd September, 2010 permitted to raise or with the applications of the respondent / plaintiff under Order 41 Rule 27 of the CPC in opposition thereto.

44. The appeals therefore succeed; the impugned judgments and decrees are set aside. The suits filed by the respondent / plaintiff claiming the relief of specific performance, are dismissed. Though the respondent / plaintiff in the plaints had pleaded that it was in the alternative to the relief of specific performance entitled to the relief of damages but no such prayer was made. Even otherwise, the respondent / plaintiff having been found to be in breach of the Agreements to Sell and having been not been ready and willing to abide by the same, the question of it being entitled to any damages does not arise.

45. The appeals are allowed with costs. Counsel fee assessed at Rs.25,000/- in each appeal.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

NOVEMBER 18, 2013

pp/gsr