

IN THE HIGH COURT OF BOMBAY AT GOA

WRIT PETITION NO.672 of 2015

1. Competent Automobiles Company
Ltd.
Having office at Competent House,
F-14, Connaught Place,
New Delhi-110001,
Through its Authorized Signatory
Mr. Praveen Maheshwari .. Petitioner

Versus

1. Village Panchayat of Cansaulim-
Arossim-Cuelim,
Through its Secretary
Cansaulim Goa
2. Cansaulim-Arrossim-Cuelim Civic
And Consumer Forum through
its President
Mr. Alvaro Da Costa
Having its office at Cansaulim
Murmugao Goa
3. The Cansaulim Villagers Action
Committee
Through its President
Having its office at 268, Arrossim
Bandar, Cansaulim Margao Goa .. Respondents

Mr. S. S. Kantak, Senior Advocate with Mr. Abhijit Gosavi and
Mr. Ninda Laud, Advocates for the petitioner.

Mr. Nigel D'Costa Frias, Advocate for the respondent no.1.

Mr. Ryan Menezes, Advocate for the respondent nos.2 and 3.

CORAM :- C. V. BHADANG, J.

Reserved on : 30th September, 2015

Pronounced on : 23rd December, 2015.

JUDGMENT :

Whether a Civil Revision Application would lie under Section 201-B of the Goa Panchayat Raj Act, (the Act, for short) against an order passed by the Director of Panchayats, under Section 66(7) of the said Act, in view of the finality, which is attached to the said order, is the question, which falls for determination in this case.

2. The aforesaid issue arises in the following facts:

The petitioner had applied for a licence for construction of a Beach Resort at village Arossim, on the basis of technical clearance granted on 25/06/2014. That application was made to the first respondent Village Panchayat. The petitioner had also submitted a CRZ clearance dated 11/04/2013 granted by the Ministry of Environment & Forest (MoEF), Government of India. The first respondent, by a communication dated 16/10/2014, returned the proposal for the reason that the built up area of the proposed construction being in excess of 20000 square metres, requires prior environmental clearance under the Environment Impact Assessment (EIA) Notification dated 14/09/2006 and that the petitioner had failed to submit such a clearance.

3. The petitioner challenged the same before the Director of Panchayats, in an appeal under Section 66(7) of the Act. The learned Additional Director of Panchayats, Margao, by an order dated 17/06/2015, allowed the appeal, directing the first respondent Village Panchayat to issue the construction licence within 7 days of the receipt of the order.

4. The respondent sought to challenge the said order in a Civil Revision before the learned District Judge, Margao, under Section 201-B of the Act, which was registered as CRA No.23/2015. It appears that by an order dated 01/07/2015, the learned District Judge granted ad interim ex-parte stay of the order of the learned Additional Director of Panchayats. That order was challenged by the petitioner in Writ Petition No.513/2015 before this Court. It was, *inter alia*, contended that the Civil Revision Application was not maintainable under Section 201-B of the Act, in as much as, there is finality, which is attached to an order passed under Section 66(7) of the said Act.

This Court, by a judgment and order dated 13/07/2015, granted liberty to the petitioner to seek appropriate reliefs from the District Court, permitting to raise the ground about, non-maintainability of the Civil Revision Application. Consequently, the petitioner approached the learned District Judge and sought vacation of the ad interim stay. It was contended that the Civil

Revision Application being not maintainable, ad interim stay could not have been granted. The learned District Judge, by an order dated 19/08/2015, held the Civil Revision Application to be maintainable, thus, confirming the ad interim stay. That is how, the petitioner is before this Court.

5. I have heard Shri Kantak, the learned Senior Counsel for the petitioner, Shri Nigel D'Costa Frias, the learned Counsel for the first respondent and Advocate Shri Menezes, the learned Counsel for the respondent nos.2 and 3.

6. It is submitted by Shri Kantak, the learned Senior Counsel for the petitioner that Section 201-B of the Act, which was introduced by way of an amendment in the year 2010, provides for a Civil Revision Application challenging any order passed under the Act. However, this is subject to anything to the contrary in the Act. It is submitted that Section 201-B of the Act, opens with a phrase "save as otherwise provided under the Act". It is submitted that as Section 66(7) of the Act attaches finality to the order passed thereunder. The submission is that on a conjoint reading of Section 66(7) and Section 201-B of the Act, it would be clear that the revision is not maintainable. It is submitted that the learned District Judge erred in placing reliance on the decision of the Hon'ble Supreme Court in the case of ***Nemi Chand, 7 anr Vs. The Edward Mills Co. and***

Anr, reported in AIR 1953 SC 28 and the decision of Kerala High Court in the case of **Pilikkottil Tharappan Vs. Perumbulli Manakkal Purushottaman Nambudiri**, reported in AIR 1965 Kerala 284. It is submitted that the decisions in the case of **Nemi Chand** (supra) and **Pilikkottil Therappan** (supra) are distinguishable and could not have been relied upon by the learned District Judge.

7. On behalf of the petitioner, reliance is placed on the following decisions :

- “(i) **Krishnaji Ganesh Unde Vs. Kaluram baban Kamthe**, 2005 (4) Mh.L.J. 1174;
- (ii) **Management Shahdara (Delhi) Saharanpur Light Railway Co. Ltd. Vs. S.S. Railway Workers' Union**, (1969) 2 SCR 131;
- (iii) **Srikant Kashinath Jituri & Others Vs. Corporation of the City of Belgaum**, (1994) 6 SCC 572;
- (iv) **Lalu Prasad Yadav & Another Vs. State of Bihar & Another**, 2010 (5) SCC 1;
- (v) **Nemi Chand & Another Vs. Edward Mills Co. Ltd. & Another**, 1953 SCR 197;
- (vi) **Pulikkottil Tharappan Vs. Perumbulli Manakkal Purushothaman Nambudiri**, AIR 1965 Kerala 284 (FB);
- (vii) **Vishwanath Sood Vs. Union of India and another**, reported in (1989)1 SCC 657.”

8. On the contrary, it is submitted by Shri D'Costa, the

learned Counsel for the first respondent that there is no apparent conflict between Section 67(2) and Section 201-B of the Act, as introduced by 2010 Amendment. It is submitted that even otherwise, such a finality would only bar an appeal and not a revision. It is submitted that the petitioner has not impugned the resolution dated 15/10/2014, but has merely challenged the communication dated 16/10/2014, issued on the basis of the said resolution. It was also submitted that mere returning of the proposal for want of certain documents/ compliance, cannot amount to rejection. It is submitted that no finality will attach to an order, which is without jurisdiction. Reliance, in this regard, is placed on the decision of the Hon'ble Apex Court in the case of **Nemi Chand** (supra) and in particular, concluding para 12 thereof. The learned Counsel would submit that although Section 201-B of the Act opens with a clause "save as otherwise provided" , this would only indicate that wherever no appeal lies, no revision would lie. It is submitted that in the first instance, there is no apparent conflict or dichotomy between the aforesaid two Sections. However, assuming that there is one, the rule of harmonious construction would require that no provision is rendered otiose and they will have to be read so as to fructify the intention of the legislature. The learned Counsel submitted that the amendment of the year 2010 was avowedly for the purpose of providing a remedy against the order of the Director of Panchayats, as otherwise in every case, the challenge was

required to be made before the High Court for want of any other remedy. It is submitted that if that be the intention with which, the amendment was introduced, the same cannot be nullified by putting a construction, which would frustrate the very object of the amendment.

9. It is submitted by Shri Menezes, the learned Counsel for the respondent nos.2 and 3 that it would be necessary to look into the nature of the challenge before the Director, so as to determine the availability of a remedy of revision.

10. In reply, it is submitted by Shri Kantak, the learned Senior Counsel for the petitioner that return of file/ proposal would amount to rejection. It is submitted that the impugned communication is only referable to Section 66(7) of the Act and to no other. It is submitted that the judgment of the Hon'ble Apex Court in the case of **Nemi Chand** (supra) and the decision of Kerala High Court in the case of **Pilikkottil Tharappan** (supra,) are clearly distinguishable.

11. I have given my anxious consideration to the rival submissions made.

12. The petition involves a pure question of law, based on interpretation/ interplay between Section 66(7) and Section 201-

B of the Act, as introduced in the year 2010. It would be, therefore, necessary to refer to the cases, relied on, in some details. Before doing that, it would be worthwhile to formulate the questions, which fall for determination as under :

“(i) Whether a finality attached to an order under Section 66(7) of the Act would only bar an appeal and not revision against such an order ?

(ii) What is the effect of finality clause as found in Section 66(7) of the Act on the susceptibility of such an order, to revision under Section 201-B of the Act, particularly in the face of opening part of the later Section ?”

(iii) What is the meaning to be attached to the term “save as otherwise provided” in the context in which it is used under Section 201-B of the Act, namely whether it would mean that in the absence of any other avenue to challenge an order, (such as an appeal) a revision would lie ?

OR (iv) whether it would override and/ or whether the said clause would make Section 201-B of the Act subservient and subject to the finality clause as found in Section 66(7) of the Act ?

13. Before proceeding to consider the issues, it may be

mentioned that the learned District Judge has found as under :

- (i) That the phrase “save as otherwise provided” would only mean where no appeal is provided to challenge a particular order, a revision would lie.
- (ii) That the finality clause can have effect of debarring an appeal, but not a revision.
- (iii) That an interpretation, which would lead to harmonizing the provisions, has to be preferred so as to give effect to the intention of the Legislature.
- (iv) An Interpretation, which would lead to absurdity or make any provision redundant, should be discarded.

14. Section 66(7) of the Act, which is relevant for the purpose reads as under :

“66. Regulation of the erection of buildings.—

(1)

(2)

(3)

(4)

(5)

(6)

(7) An appeal shall lie to the Director, within a period of thirty days from any order or direction or notice issued under any of the provisions of this section and the decision of the Director on such appeal shall be final.”

15. Section 201-B of the Act, which was introduced by an amendment of the year 2010, reads thus :

“201-B. Revision.— (1) Save as otherwise provided in this Act, a revision shall lie against any order passed by any authority under this Act to the District Court within whose jurisdiction the subject matter of the dispute lies.

(2) Every revision application shall be filed within thirty days from the date of the order.

(3) The decision of the District Court shall be final and binding on the parties to the revision.

(4) Every such revision shall be decided as expeditiously as possible and endeavour shall be made to decide the same within a period of three months from the date on which it is filed.”

16. The Amendment Act, 2010 introducing Section 201-B of the Act, was a sequel to the report of the Goa Law Commission dated 30/10/2009. The Law Commission had proposed certain amendments in so far as Chapter X of the Act is concerned. It would be necessary to reproduce the relevant part of the report as under :

“This brings us back to Chapter X. We feel that every Act has to provide for checks and balances at every stage in such a manner that the aggrieved parties feel confident that they have a competent judicial authority before whom they can challenge any decision which they perceive to be against law or

justice.

Section 178(1) provides that the Director of Panchayat may suspend the execution of order or resolution of a Panchayat or Zilla Panchayat or prohibit the doing of anything which is to be done or is being done by or on behalf of the Village Panchayat or Zilla Panchayat if in the opinion of the Director such order or resolution or the doing of such an act is unjust, unlawful or improper or may cause or is likely to cause injury or annoyance to the public or lead to the breach of peace.

Section 178(2) provides that the Director shall forward his order or direction to the Government and the Government may confirm or rescind or modify the order, etc. We feel that this power vested in the Government to confirm, rescind or amend the order passed by the Director is not conducive to the healthy growth of an independent elected body.

The Government headed by elected persons are subject to political inclinations of the elected echelons. If the Director is deemed to be a quasijudicial Authority which in fact he is, then it would be in fitness of things to invest him with first appellate powers against the decision of the Village Panchayat or Zilla Parishads and further to create a Tribunal to hear challenges to the decision of the Director of Panchayats under second appellate jurisdiction or revisionary jurisdiction. Having accepted this as a principle, this Commission feel it prudent also to suggest amendments to section 201 and 201 A appropriately and to introduce a definition clause to define Panchayat Tribunal to hear revision against the

order of Director of Panchayats. Since the Director of Panchayat and Panchayat Tribunal are quasi judicial bodies we feel it appropriate to make applicable the provisions of Code of Civil Procedure to all enquiries, appeals, revision and proceedings before the Officer/ Appellate authority, Panchayat Tribunals, etc.”

The Commission accordingly made the following recommendations :

“The Law Commission is pleased to make the following recommendation :

- 1) Director of Panchayat be vested with powers to hear and decide appeals against any order or resolution of the Panchayat or of any officer under Panchayati Raj Act.*
- 2) That the Panchayat Tribunal be created at the District level to hear revision petition against any order passed by the Director of Panchayat.*
- 3) That the provisions of the Civil Procedure Code be made applicable to all inquiries and proceeding before Panchayat Tribunals or any officer under the Panchayat Raj Act.”*

It can, thus, be seen that the object and intention behind introduction of Section 201-B of the Act was to create a Panchayat Tribunal at the District level to hear revision petition against, “any order”, passed by the Director of Panchayat. Eventually, by the Amendment Act, 2010, Section 201-B came to be introduced, which falls in Chapter XII entitled

'Miscellaneous.' Be that as it may, it is evident that the Law Commission had recommended introduction of a remedy of a revision against any order passed by the Director of Panchayats to the Panchayat Tribunal, to be created at the District level.

17. The next question is whether the opening part of Section 201-B of the Act, namely “save as otherwise provided” would be subservient to the finality clause in Section 66(7) of the Act and what is the import and the meaning to be attached to the clause “save as otherwise provided”. The clauses such as “notwithstanding anything contained to the contrary” and “save as otherwise expressly provided under this Act or any other law for the time being in force”, are frequently used and employed in the statutory enactments. The specific words “save as otherwise provided” and the meaning thereof fell for consideration of the Hon'ble Apex Court in the case of **Lalu Prasad Yadav** (supra). Although the question arose in a different factual context, the enunciation of law as to the construction to be placed on the expression “save as otherwise provided”, is material for the present purpose. The question, which fell for determination, was whether under Section 378(1) of Cr.P.C., the State of Bihar, had competence to file an appeal against acquittal in a case investigated by the Delhi Special Police Establishment (CBI) in view of Section 378(2) of Cr.P.C. The Hon'ble Apex Court noticed the definition of word 'save' as under - “being formal or

poetic/literary except other than (Concise Oxford Dictionary) and save-except (Websters Comprehensive Dictionary). It would thus appear that the word 'save' is used as a synonym for the word 'except'. "Save as otherwise provided" would mean "except as otherwise provided for".

18. In the case of **Nemi Chand** (supra), the question was whether on the memo of appeal presented to the High Court, court fee was payable under Section 7(iv)(c) or under Article 17 of the Schedule II of the Court Fees Act. It was, *inter alia*, contended that in view of the provisions of Section 12 of the Court Fees Act, which attached a finality to the decision of the Judicial Commissioner, could not be challenged in revision. The Hon'ble Apex Court found that there was an apparent conflict between the provisions of Code of Civil Procedure and the provisions of Section 12 which makes an order relating to valuation final and efforts to reconcile the provisions of Court Fees Act and the Code had resulted in some diversion in judicial opinion on the construction of the Sections. It was found that in number of decisions, the Calcutta High Court had held that finality declared by Section 12 of the Court Fees Act had been taken away by the relevant provisions of the Code, as the order, rejecting the plaint, was appealable as a decree, no matter whether the dispute related to the category, under which the same falls for the purposes of court fees or only for valuation

pure and simple under a particular category. In para 12 of the judgment, the Hon'ble Supreme Court has *inter alia*, held that the word 'finality' is construed in the limited sense, in which, it is often used in statutes, which means that no appeal lies from an order of this character, and it means no more than that.

19. In the case of ***Pilikkottil Therappan*** (supra), one of the questions before the Full Bench of Kerala High Court was whether the order passed by the Appellate Authority functioning under the Kerala Agriculturists Debt Relief Act, 1958, (which attaches finality to the said order), was revisable by the High Court. The Kerala High Court, placing reliance on a Full Bench decision of Madras High Court in the case of ***K. Parthasaradhi Naidu Garu Vs. C. Koteswara Rau Garu***, reported in AIR 1924 Madras 561 as also Allahabad High Court in ***Shaha Chaturbhuj Vs. Shah Mauji Ram***, reported in AIR 1938 Allahabad 456, held that the revision was maintainable. It would be worthwhile to reproduce the observations in Full Bench decision of Madras High Court in the case of ***K. Parthasaradhi Naidu Garu*** (supra) as under :

“It is the ordinary mode of expression used for the purpose in much of the legislation in England on which this legislation is founded; and, where the whole object of revision is to prevent a Court, from which there is no appeal, acting contrary to its

jurisdiction, a finding that it is the law that, because the words used are "the decision shall be final," a Court ordinarily subject to the revisional powers of this Court, should be permitted to act wholly without jurisdiction without the aggrieved party being entitled to any remedy, would in my judgment be untenable, and that would be the effect of deciding this second point in favour of the contention put forward."

20. Although these cases arise in a different factual context, they specifically involve a question as to the maintainability of a revision in the face of a finality clause being attached to the order, which is challenged in such a revision. This issue, being specifically involved, contested and having been answered, would form the ratio decidendi of these cases and thus, it is not possible to accept that the cases would be distinguishable.

21. In the case of **Management Shahdara (Delhi) Saharanpur Light Railway Co. Ltd.** (supra), the standing orders of the appellant Company were certified by the Regional Labour Commissioner (Central), under Section 4 of the Industrial Employment (Standing Orders) Act. Both Company and workmen filed appeals against said order, which was disposed of by the Appellate Authority, under Section 6 of the Act. It was, thereafter, that the respondent Union sought

certain modifications, some of which, were certified by the Regional Labour Commissioner. It was found that Section 6 of the said Act attached finality to the decision of the Appellate Authority and the question was whether in the wake of such a finality being attached, the modification of the order could be sought. It was, in this context, that it was observed in para 11 that the finality to the order passed under Section 6 really mean that there was no further appeal or “revision”, against that order and no more. Reliance was placed on Section 12 to support the view, which lays down that once the standing orders are finally certified, no oral evidence can be led in any Court, which has the effect of adding to or otherwise verifying or contradicting such standing orders. It was further held that Section 6 read with Section 12 indicates that the finality given to the certification of the Appellate Authority, is against a challenge thereof in a Civil Court. Further the finality given to the Appellate Authority's order is subject to the modification of those very standing orders certified by him. One of the grounds, on which the modification was conceivable was a change in circumstances, although it was found that there was nothing in the Industrial Disputes Act, restraining such right to raise such dispute only when new set of circumstances had arisen.

22. It can, thus, be seen that the question essentially was whether the standing orders once certified and affirmed in

appeal by the Appellate Authority, can, thereafter, be modified on the ground of change of circumstances or otherwise. It was, in this context, held that the finality attached to the order under Section 6 by the Appellate Authority, was that such an order was not susceptible to challenge before a Civil Court or in an appeal or revision. In my humble opinion, the present case in hand, is clearly distinguishable.

23. In the case of **Srikant Jituri** (supra), the challenge was to the revision of the property tax by the respondent Corporation, in which, the jurisdiction of the Civil Court stood excluded. It was found that there is a difference, which would lie in the nature of jurisdiction, one conferred by the Statute i.e. Section 9 of the Code of Civil Procedure, which is a plenary jurisdiction and the other by the Constitution i.e. Article 226 of the Constitution of India. There cannot be any manner of dispute with the proposition that such a finality clause can not bar the constitutional remedy under Article 226 of the Constitution of India, for the simple reason that no Statute can override or derogate, from the powers conferred and the jurisdiction invested by the Constitution of India.

24. Strong reliance was placed on behalf of the petitioner on the decision of this Court in the case of **Krishnaji Unde** (supra). In that case, an order in execution passed by

Mamlatdar under Section 73 of the Bombay Tenancy and Agricultural Lands Act, was subject to an appeal to the Collector and thereupon, was made final. It was contended that in view of this finality attached to an order in execution, as affirmed by the Collector in appeal, no further appeal or revision would be tenable before the Maharashtra Revenue Tribunal (MRT) under Section 76 of the Bombay Revenue Tribunals Act, 1939. The learned Senior Counsel was at pains to point out that although Section 76 of the Bombay Tenancy and Agricultural Lands Act was couched in a much more emphatic language, by employing the words “notwithstanding anything contained in the Bombay Revenue Tribunal Act”, it was held that the revision would not lie.

In that case, this Court, after noticing the decision of the Hon'ble Supreme Court in the case of ***Vyankataramana Devaru Vs. State of Mysore***, reported in AIR 1958 SC 255, found that where there are two provisions of equal authority, neither of them being subject to other, the rule of construction in such a case, is that when there are, in an enactment, two provisions, which cannot be reconciled with each other, they should be so interpreted that if possible, effect would be given to both. This is what is known as rule of harmonious construction. This Court also noticed the decision of the Hon'ble Supreme Court in the case of ***Sultana Begum Vs. Prem Chand Jain***, reported in AIR 1997 SC 1006, in which, the Hon'ble Apex Court

has laid down the following rules of construction :

"This rule of construction which is also spoken of as "ex visceribus actus" helps in avoiding any inconsistency either within a Section or between two different Sections or provisions of the same statute.

On a conspectus of the case law indicated above, the following principles are clearly discernible:

(1) It is the duty of the courts to avoid a head-on clash between two Sections of the Act and to construe the provisions which appear to be in conflict with each other in such a manner as to harmonise them.

(2) The provisions of one Section of a statute cannot be used to defeat the other provisions unless the court, in spite of its efforts, finds it impossible to effect reconciliation between them.

(3) It has to be borne in mind by all the courts all the time that when there are two conflicting provisions in an Act, which cannot be reconciled with each other, they should be so interpreted that, if possible, effect should be given to both. This is the essence of the rule of "harmonious construction".

(4) The courts have also to keep in mind that an interpretation which reduces one of the provisions as a "dead letter" or "useless lumber" is not harmonious construction.

(5) To harmonise is not to destroy any statutory

provision or to render it otiose.”

25. Applying the aforesaid construction, it was held that the powers to revise or confirm under Section 76 could be exercised in respect of the orders of the Collector, unless the order is one, passed by the Collector in an appeal carried to him under Section 73 from an order in execution.

26. Reliance is also placed on the decision of **Vishwanath Sood** (supra). In that case, the question was about interpretation of terms of the contract in the wake of an arbitration clause. The agreement contained a penal clause, stipulating the payment of compensation by a Contractor to Government, for delay in completion of the work and the Superintendent Engineer concerned was given authority to determine such penalty. The Government made a claim for penalty directly before the Arbitrator. It was, in these circumstances, held that the clause “except where otherwise provided in the contract” excluded the jurisdiction of the Arbitrator to rule on the question of penalty. I find that the case is clearly distinguishable.

27. Coming to the present case, in view of the decision of the Hon'ble the Supreme Court in the case of **Nemi Chand** (supra) and the Full Bench decision of the Kerala High Court in

the case of ***Pilikkottil Tharappan*** (supra) and further having regard to the fact that the intention behind the interpretation of Section 201-B of the Act was to provide a remedy against “any” order, passed by the Director, it would be necessary to prefer a view, which, on one hand, would avoid a conflict/ collision between the two provisions and on the other, will give effect to the intention of the legislature.

28. The matter can also be looked at, from another angle. While interpreting clause “save as otherwise provided” in the opening part of Section 201-B of the Act, it has to be borne in mind that Section 201-B was introduced for the purpose of providing a remedy to challenge the order of the Director of Panchayat. In that view of the matter, it would be reasonable to hold that the intention behind the use of “save as otherwise provided” was wherever a remedy to challenge the order of Director is not available or provided for (such as an appeal), the revision would lie. It is trite that normally where an appeal lies, no revision is competent. To put it otherwise the remedy by way of a revision is provided for where there is no appeal competent. Thus, putting such a construction on the aforesaid clause, would again further the intention of the legislature, else otherwise, the very effect and the intention would stand frustrated. The question of interpretation of a particular provision or a part thereof can arise only when the plain meaning would lead to

results, which may never be intended.

29. In so far as the other grounds based on the absence of challenge to the resolution and as to whether returning of the proposal would amount to rejection or not, I do not propose to deal with the same, for the reason that the revision application is still pending before the learned District Judge. The rival contentions, in this regard, are left open.

30. In that view of the matter, I would answer the questions formulated above as under :

(i) The finality attached to an order under Section 66(7) of the Act would only bar an appeal and not a revision against such an order.

(ii) The finality clause as found in Section 66(7) of the Act cannot make it immune to a challenge in revision under Section 201-B of the Act.

(iii) "Save as otherwise provided", as found in the opening part of Section 201-B of the Act and the context in which it is used, would mean that in the absence of any other avenue to challenge the order such as an appeal, a revision would lie.

(iv) Thus, the finality clause attached to Section 66(7) of the Act cannot override so as to make Section 201-B of the Act subservient to the said

Section.

31. In the result, no case for interference is made out and the petition fails and stands dismissed, with no order as to costs.

C. V. BHADANG, J.

32. At this stage, the learned Counsel for the petitioner submits that the Revision Application before the District Judge be expedited and be directed to be decided in a time bound manner.

33. Shri D'Costa, the learned Counsel for the respondent no.1 submits that appropriate order be passed.

34. In such circumstances, the learned District Judge is directed to decide the Civil Revision Application as expeditiously as possible and preferably, within a period of three months from the date of receipt of the order.

35. Parties to appear before the learned District Judge on 06/01/2016 at 2.30 p.m.

C. V. BHADANG, J.

SMA