

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**NOTICE OF MOTION NO. 1776 OF 2011
IN
SUIT NO. 3241 OF 2009**

Mohamed Yakub Haji Ahmed Behlim,
aged 75 years, Occupation : retired,
Residing at 121-C, Behlim Villa, 5th Road,
Khar (West), Mumbai – 400 052

... Plaintiff

VERSUS

1. Abid Ali Abdul Sattar Behlim
an adult being the Administrator of the
estate of the deceased Abdul Sattar Behlim
2. Mohammed Anwar Abdul Sattar
Behlim
3. Mohammed Arif Abdul Sattar Behlim
4. Ms. Bilkis Abdul Sattar Behlim
5. Ms. Sugra Abdul Sattar Behlim
6. Mrs. Julekha Abdul Jabbar Kokhar
Defendant Nos. 1 to 6 are residing at
Ward No. 11, Mohalla Beopariyan,
Near Bilal Masjid, Fatehpur Shekhawati,
District : Sikar, State of Rajasthan.
7. Gazebo Developers Pvt. Ltd.
a Company incorporated under the
Companies Act, 1956 having registered office
at 52, Gazebo House,
JVPD Scheme, Vile Parle (West)
Mumbai – 400 049.

8. Sheetal Restaurant and Bar
a partnership firm, registered under
the Indian Partnership Act, 1932 having
his principal place of business at 648,
Rajasthan House, Khar – Pali Road,
Khar (West), Mumbai – 400 052.
9. The City Survey Officer (Bandra)
Division, having his Office at Municipal
Motor Garage Compound, 1st floor,
S. V. Road, Santacruz (West),
Mumbai – 400 054.

.. Defendants

...

Mr. Satish Shetye a/w Adv. Himanshu Choudhary i/b. Vigil Juris
for plaintiff.

Mr. Sanjay Jain a/w. Ms. Sarika Mehra i/b. M/s. L. J. Law, for
Defendant no. 8

Mr. Milind More, Addl. Govt. Pleader for Defendant No. 9.

CORAM : A. K. MENON, J.
RESERVED ON : AUGUST 24, 2015.
PRONOUNCED ON: SEPTEMBER 23, 2015

JUDGMENT

1] This notice of motion is taken out by the plaintiff under the provisions of Order VII, Rule 11 (d), of the Code of Civil Procedure, 1908, seeking rejection of the suit. The suit is filed for the declaration that the plaintiff has a right of pre-emption in respect of the suit property. The plaintiff claims to be the co-owner

of the suit property along with the late father of defendants 1 to 6, Abdul Sattar Haji Ahmed Behlim, who died intestate. In the alternative the plaintiff seeks damages in a sum of Rs. 5,00,00,000/- (Rupees Five Crores only). Only defendant no. 9 has filed a written statement. (The suit was produced under clause 12 of the Letters Patent Appeal and was granted on 9th December 2009).

2] The plaint proceeds on the footing that the plaintiff and late Abdul Sattar Haji Ahmed Behlim, were joint owners of the plot of land admeasuring 529 sq. yards upon which the building known as "Rajasthan House" standing at P. D. Hinduja Marg, TPS-III, Khar, Mumbai. It is the plaintiff's case that defendant no. 7 had acquired half undivided share of the deceased. The suit premises were believed to be owned by one Ramnath Shetty. The said Ramnath Shetty mortgaged the property to M/s. Jilkar & Co. by depositing title deed. M/s. Jilkar & Co. filed a suit for foreclosure and sale and upon the failure of the heirs of the mortgagor Ramnath Shetty to pay the mortgage debt, the Commissioner for Accounts of this Court put the property up for sale. The plaintiff

and the deceased were successful bidders at the auction.

3] At the time of executing the conveyance in favour of the joint owners a building was under construction on the suit plot. The plaintiff contends that he completed the construction of the second and third floor at his cost. On the ground floor there is a hotel named New Rajasthan Hotel. The first and second floors housed flats which were occupied by tenants. One Rehana Aslam Behlim, is stated to be in exclusive possession and occupation of the entire third floor. The plaintiff has been managing the suit property and paying taxes since the year 1957.

4] After the demise of the plaintiff's brother his heirs defendant Nos. 1 to 6 applied for and obtained Letters of Administration in respect of the estate and property of the deceased including the undivided half share in the suit property. The plaintiff contended that as joint owner of the suit property he, at all material times, had the first option to purchase the half undivided share of the deceased and only in the event of the plaintiff failing to exercise the said option the defendant nos. 1 to 6

could sell off, dispose of their share of said property.

5] According to the plaintiff, the hotel on the ground floor known as “New Rajasthan Hotel” was being conducted by one Mohammed Umer Abdul Ghafoor Khatri. The said Khatri permitted one Kartar Singh and one Waman S. Nikam to conduct the hotel without the consent of the plaintiff. The said two persons thereafter changed the name of the hotel to “ M/s. Sheetal Restaurant and Bar”. There upon the plaintiff filed a suit in this court against the aforesaid two persons to recover the possession. The suit is believed to be still pending. In the meantime, according to the plaintiff, a deed of conveyance came to be executed on 3rd February, 2007, between the defendant no. 1 acting as the Administrator of the assets of the deceased and defendant no. 7, whereunder the defendant no. 7 purportedly purchased one half undivided share of the defendant nos. 1 to 6 in the suit property for a sum of Rs. 60,00,000/-. The conveyance entitled the purchaser to the benefit of one half undivided share in the property. The aforesaid conveyance deed came to be registered on or above 14th February 2007, with the Sub-registrar of Assurance Bombay. The

schedule of the deed of conveyance reads as under;

All that piece or parcel of land admeasuring 529 sq. yds. Or thereabout or equivalent to 442.3 sq. mtrs or thereabout bearing City Survey No. F/185, undivided 50% share i.e. (221.15) of Bandra Division of Village Bandra, Taluka Andheri in the Registration District and Sub-District of Bombay City and Bombay Suburban District with ground plus three Structures standing thereon and shown on the plan annexed hereto and surrounded by a red colour boundary line.

It is this conveyance that is under challenge in the present suit. According to the plaintiff it could not have been excluded from negotiations in respect of the one half undivided share that was purportedly sold. That the Sale Deed dated 13th February 2007, is therefore was void ab initio. He also claimed that the list of the tenants shown in the conveyance deed is incorrect. He has relied upon the names of the present tenants in **Exhibit-C** to the plaint. It is also the case of the plaintiff that acting upon the conveyance of 13th February 2007, the defendant no. 7 purported to claim ownership and purported to convey half undivided share in favour of the defendant no. 8. This second deed of conveyance is of 6th May 2009.

6] According to the plaintiff the conveyance of 6th May 2009, also amounts to a fraud perpetrated and upon the plaintiff. The plaintiff claims that the conveyance dated 13th February 2007, could not have been executed in the first place without first offering him an option, to purchase the one half. The plaintiff contends that he still ready and willing to exercise of first option of purchasing one half undivided share. It is contended that grave loss could be caused to him if his right of preemption were not to be honoured. In the circumstances the plaintiff seeks the aforesaid declaration pending the hearing and final disposal of the suit. The plaintiff has also sought an injunction restraining creation of third party rights, including restrain surrender of tenancy, creation of any tenancy.

7] A separate injunction is sought against defendant no. 9 restraining them from making any changes to the property card and entering the name of the defendant no. 7 and 8 in the said property card. Defendant no. 9 has filed a written statement contending that objections taken by the plaintiff have been

considered and disposed of and their mutation entries have already been effect in the property card. The plaintiff has contended that as a Mohammedan, he has right of pre-emption which he seeks to enforce.

8] After the suit was filed an application for ad-interim relief was made for interim protection. This Notice of Motion No. 72/2010, came to be dismissed with a clarification that the claim of the plaintiff was belated and that he was not entitled any discretionary equitable relief at that stage. However, it was clarified that all dealings and transaction by defendant no. 8 after the filing of the suit would be subject to final orders in the suit and that defendant no. 8 would not be entitled to claim any equities.

9] The present Notice of Motion is taken out by defendant no. 8. It is contended that the plaint itself barred by Article 97 of the Limitation Act. According to the defendant No. 8, the plaintiffs claim to have learnt of the date of conveyance of the 13th February 2007, in the year 2009 is as follows.

10] According to him the plaintiff had at all material time,

complete knowledge of the deed of conveyance dated 13th February 2007, since the said documents disclosed by defendant no. 8 in Chamber Summons No. 1715/2008 taken out by the defendant no. 8 in Suit No. 2841 and 1985, which is still pending in this Court and which is referred to in the paragraph of this order. Therefore the plaintiff was well aware of the 2007 conveyance but did not take any steps within prescribed time. Moreover the plaintiff had issued a public Notice in the Times of India in classified section dated 11th April, 2008, wherein the plaintiff had proclaimed ownership of 50% undivided share and stated that defendant No. 7 claims to have purchase half undivided belonging to his deceased brother. In the circumstances there is no justification in having filed the suit belatedly. According to the defendant no. 8 even this public Notice has been suppressed by the plaintiff and in any event assuming the lack of knowledge could not be claimed after 11th April 2009. The suit is however filed only on 17th November 2009. According to Mr. Jain learned counsel for the plaintiff's, the plaintiff is deemed to have had knowledge about this deed of conveyance and there is no reason why the suit was not filed in time. The defendant no. 8 contends that it has purchased the suit

up to 2 years after the execution of the conveyance between defendant Nos. 1 to 6 and 7, and no right of claim exercised after the sale of the property between the defendant Nos. 1 to 6 and 7 were completed and after the defendant No. 7 had sold the premises to defendant no. 8.

11] Furthermore it appears that the suit is filed by one Yasin Mohammad Yakub Haji Behlim, claiming to be Power of Attorney Holder of the plaintiff. However, the defendant's case is that even the power of attorney is not executed as by the plaintiff, the signature appearing on the power of attorney is of the perusal of the power of attorney confirms this contention. In circumstances it is seen that the plaint is presented is without the signature of the plaintiff or that of a validly constituted attorney. Not only the signature on the plaint but even on the affidavit in support of the plaint the signature appearing is that of the so called Constituted Attorney. The plaintiff's signature does not appear on the power of attorney dated 2nd August 2008.

12] The plaintiff has filed an affidavit in reply to the notice

of motion in which he has denied that the suit is barred by the law of limitation. He claimed that he came to learn of the 2007 conveyance only in the year 2009. He does not state the date when he came to learn of the 2007 conveyance. He says that he received information from the City Survey Office “recently” in the year 2009 and has filed the suit. He has made reference to the other suit filed by him in suit No. 2841/1985. He states that defendant No. 8 took out the Chamber Summons in this suit for amendment of the written statement and the same was dismissed.

13] He reiterated that he gained knowledge of the deed of conveyance of 2007 only in the year 2009. He alleges collusion between defendant nos. 7 and 8. He was given inspection of document including the deed of conveyance of 2007 only on 9th January 2009, and a copy thereof was received on 12th January 2009. Despite this the suit is filed only on 17th November 2009. He further claimed that the suit is filed within time. The plaintiff admitted that the public notice was inserted in the Times of India on 11th April 2008 and claims that his son published it on hearing rumors. He denies that he has given up his right of preemption.

He has made certain allegation of conspiracy against the defendants. He claims that the entire transaction of 2007 is behind his back and without his knowledge or consent and if he knew about it he would have purchased the one half share of the suit property. He claims that he is not bound by the deed of conveyance of 2007.

14] As far as the controversy surrounding the Power of Attorney is concerned states that he has ratified the power granted to his son and stated in a subsequent affidavit that all proceedings signed by his son Yasin were with his full consent. He has narrated the events during the execution of power of attorney. He state that the power of attorney dated 28th April 2008 (On the basis of which the plaint was presented) was signed by his son inadvertently and he has ratified the filing of the suit by executing another power of attorney. It is in these set of facts that the present notice of motion on behalf of the defendant no. 8 is to be considered. The plaintiff has in the face of these insurmountable difficulties also filed an additional affidavit, in which he states that his affidavit-in-reply dated 11th June 2011, was filed on the advice of his earlier

Advocate. He states that inadvertently, the contents of paragraph 2 and 3 of the Affidavit in support of Notice of Motion were not denied. He clarifies in his additional affidavit that the contents of the said paragraphs were in fact required to be denied. This affidavit has been tendered at the hearing today after serving copy on the Advocates for the defendant 8.

15] Mr. Jain learned counsel for the plaintiffs highlighted the aforesaid fact and submitted that the plaintiff has firstly not signed the plaint. The so called Power of Attorney holder who had no authority to sign the plaint on behalf of his father, since the power of attorney itself has not been signed by the plaintiff. Mr. Jain refuted the contention of the plaintiff that the plaintiff had knowledge of the 2007 conveyance only in 2009. He submitted that under the transaction of Property Act, parties are deemed to have notice of above conveyance upon its registration. Mr. Jain relied upon the provisions of Section 3 of the Transfer of the Property Act and Article 97 of the Limitation Act. He pointed out that in paragraph 4 of the plaint a statement had been made at the time of executing the conveyance that the building was not

constructed and the plaintiff completed all construction of the second and third floors at his cost.

16] Mr. Jain further submitted that being owner of one half share in the suit property he could not have claimed to be in exclusive possession. He relied upon the decision of a single Judge of this Court in the case of Shubangi Apa Dhuri & Ors Vs Sharayu Manohar Kolgaokar & Ors in 2014(5) Mh. L. J. 199, and paragraph 16 of the said decision and submitted that in that case it was argued that Article 97 must read down to include the concept of knowledge of the transaction. The learned Judge held that the argument that Article 97 must be made effective from date of knowledge is wholly misconceived and the Limitation Act must be construed strictly and time would begin to run as specified in the article. Mr. Jain invited my attention to the observation in paragraph No. 16, wherein, it was submitted that various articles of the Limitation Act, being articles 56, 57, 59, 61B, 71, 84, 92 to 95 and 110 etc. all mention specific reference to knowledge of the party as the trigger for time to commence. Article 95 provides for limitation period of 3 years which begin to run when the transfer

became known to the plaintiff. Whereas Article 97 clearly provides for a limitation period of 1 year from date when the purchaser takes physical possession of the whole or part of the property sold or in case the subject matter of the sale does not admit of physical possession of the whole or part of the property, when the instrument of sale is registered.

17] According to Mr. Jain one cannot import the concept of knowledge into Article 97 since the legislature has not specifically provided for it. Whereas in other sections specific provisions are made dealing with knowledge as a trigger for the period of limitation to commence. Mr Jain therefore submitted that, in the present case it not possible for the purchaser to take physical possession of the whole or the part of the property and therefore the period of 1 year would run from the date when the instrument of sale was registered, since the subject matter of the sale does not admit to physical possession of the whole or part of the property.

18] Mr. Jain then submitted that from the ad-interim order passed in the above matter in the Notice of Motion No. 72 of 2010

dated 29th September 2010, it is clear that the plaintiff's deceased brother and the widow gave a portion of the suit property and particular shop No. 2 and 3 for running the hotel business known as Rajasthan Hotel, which was been conducted by one Mr. Khatri. Mr. Khatri permitted one Kartar Singh and one Waman Nikam to conduct the hotel without consent and permission of the plaintiff and the widow of the deceased, and in this circumstances the suit was filed to recover possession.

19 It was observed that no complaint was made although the plaintiff became aware of the fact that after the widow of the deceased expired in 2004, defendant Nos. 1 to 5 were attempting to deal with the property and the plaintiff remained a silent spectator, and allowed defendant nos. 1 to 6 to deal with the property. It is therefore observed by the Court correctly that barring the public notice on 11th August 2008, no further correspondence was made. Furthermore the plaint does not even seek any declaration that the conveyance of 2007 is null and void and not binding upon the plaintiff. In fact no such relief is claimed even in respect of the subsequent conveyance of 6th May 2009,

executed between defendant no. 7 and 9. In my view these are material omissions, the plaintiff is incapable of challenging the acts of the defendants and the resultant transactions and overcoming them.

20] Mr. Shetye learned counsel of the plaintiffs refuted the contentions of the defendant No. 8 and made reference to paragraph No. 5 of this Affidavit-in-reply wherein a submission is made that the plaintiff came to learn of the deed of conveyance only in the year 2009 and he has stated so in paragraph 22 of the plaint that he came to learn of the same only when he became aware the conveyance deed on 6th May 2009. Thus Mr. Shetye submitted that it is only of the conveyance deed 6th May 2009, and upon learning of the conveyance deed of 6th May 2009 the plaintiff, made enquiries and collected a copy of the document under the Right to Information Act, from the City Survey in the year 2009, and thereafter filed the suit. According to Mr. Shetye, the suit is not barred by the Law of Limitation and Article 97 will not apply since the plaintiff had no knowledge of the 2007 conveyance. According to Mr. Shetye the plaintiff for the first time learnt of the

2007 conveyance only on or above 9th January 2009, he referred to in his affidavit-in-reply and particularly the averments to the effect that there is a conspiracy amongst the defendants. He therefore submitted that the notice of motion is has no merit and the same is liable to be dismissed.

21] Having heard the learned counsel for the parties and having perused the pleadings I am unable to accept the contentions of the plaintiff that despite the publication of the notice dated 11th July 2008, the plaintiff was unaware that the plaintiff has been deprived of his alleged right of pre-emption. It is material to note that the public notice has been suppressed from the plaint and there is not a whisper in the plaint of the fact that the plaintiff had inserted the public notice. The suit is filed on 17th November 2009 more than a half year after the publication. Yet the plaintiff did not disclose the same in the plaint. Paragraph 18 contains the following averment.

18. The plaintiff states that Defendant Nos. 1 to 6 on the strength of Letters of Administration granted by the Hon'ble High Court entered into a deed of conveyance dated 13th February 2007 with Defendant No. 7 in respect of the undivided half

share of the said deceased. The plaintiff states that under the said deed of conveyance dated 13th February 2007 the Defendant No. 7 acquired the undivided half share of the said deceased. The said deed of conveyance have been duly registered with the Sub-Registrar of Assurances at Bandra. Hereto annexed and marked Exhibit "F" is the said deed of conveyance dated 13th February 2007, executed by Defendant Nos. 1 to 6 in favour of Defendant No. 7. The plaintiff states that Defendant No. 7 is a stranger and in no way related to Defendant Nos. 1 to 6 and/or Plaintiff.

22] It was incumbent upon the plaintiff to disclose fact that he had knowledge of the fact that the 50% undivided share belonging to the deceased brother was sold to Gazebo Developers Pvt. Ltd. The plaintiff in my view is guilty of suppression of this vital fact. When faced with the Annexure II, Mr. Shetye conceded that the public notice had indeed been issued by the plaintiff. The words used in the public notice also lead me to believe that it was drafted by a legal practitioner. It is goes on to clarify that the plaintiff is still owner of the 50% undivided share and that he has not sold his untitled share to M/s Gazebo Developers and Pvt. Ltd.,

and that any person dealing with the above 50% undivided share and he do so at its own risk. Thus, the intent of the public notice appears to be that the plaintiff desired to secure his 50% undivided share. The notice does not proclaim that the sale to defendant No. 7 Gazebo Developers and Pvt. Ltd., was illegal for not binding upon the plaintiff. If indeed a plaintiff was exercising his rights of pre-emption the public notice would have specified so and plaintiff would have promptly filed the suit and proceeded against the defendant nos. 1 to 7 to prevent creation of any rights. In my view in the said public notice the plaintiff anticipated the claim to ownership of defendant no. 7 and sought to protect only the plaintiff's 50% share.

23] In my view the plaintiff intended to file the present suit as and by way of afterthought and by claiming belatedly a right of pre-emption. The plaint is admittedly filed on the strength of a Power of Attorney dated 28th April 2008. A copy of the Power of Attorney has been annexed as **Exhibit-III** to the present notice of motion and it reveals that the plaintiff has not even signed the Power of Attorney. The Power of Attorney is seemed to be

executed by the son of the plaintiff Mr. Yasin Mohammad Yakub Haji Behlim. It is surprising that neither the notary before whom he appeared nor the Advocate who appears to have identified the executants, verified whether the person executing the Power of Attorney was the plaintiff Mohammad Yakub Haji Ahmed Behlim. This to my mind is not a simple irregularity which can be overlooked or condoned or rectified. On the other hand it goes to the very root of the matter and the very institution of the suit in this court is appears to be invalid. Faced with this difficulty the plaintiff in his affidavit-in-reply dated 11th June 2011, has submitted that the Power of Attorney dated 28th April 2008 came to be executed by his son Yasin instead of himself. In paragraph 9 of the affidavit he contends that he has executed a fresh Power of Attorney dated 27th June 2008 ratifying and confirmed everything done and adopted by his son Yasin pursuant to the Power of Attorney dated 28th April 2008. He reiterates that the said Power of Attorney was by oversight and inadvertently signed by his son Yasin which he has ratified by executing a fresh Power of Attorney. In my view it is not possible to ratify the act of Mr. Yasin Mohammad Yakub Haji Behlim in having signed and affirmed the

plaint on the basis of a power which he did not have. Ratification of the act would be relevant in the instant case if the said Yasin in fact held a valid Power of Attorney from his father. If the son as the validly constituted attorney had filed a suit without the express instructions or permission of the plaintiff such as act could have been ratified. However, in the instant case the Power of Attorney was not signed by the plaintiff. The plaintiff's son Yasin had no authority to affirm the plaint. The plaintiff's contention in the affidavit-in-reply that he has "ratified" all acts done by his son Yasin by virtue of the 2008 Power of Attorney is unsustainable.

24] As regard the issue of limitation, I am of the view that the plaintiffs cause of action arose on the execution of the conveyance and in any event the plaintiff had knowledge of the sale of the one untitled 50% to defendant no. 7 at least on 11th April 2008 when the public notice came to be issued. Furthermore the plaint does not seek any declaration for the conveyance of 2007 is null and void nor as the conveyance dated 6th May 2009 been challenged. Thus the plaintiff by his inaction after issuance of a public notice has permitted further alienation of the property by

defendant no. 7 in favor of defendant no 9. The plaint even assuming it was validly filed seems to be clearly filed beyond limitation. During the course of hearing of this Notice of Motion, no attempt was made by the plaintiff to seek to lead any evidence on the issue. The notice of motion has taken out by the plaintiffs after filing of the suit being Notice of Motion No. 72 of 2010, that motion was also taken out on 11th January 2010 after the suit was filed on 17th November 2009 this Notice of Motion also came to be dismissed by the order dated 29th September 2009. In the circumstances I am of the view that the defendants have succeeded in establishing that the plaintiff's action to enforce the alleged right of pre-emption, if any, ought to have been filed within period of one year from the date when the conveyance dated 13th February 2007, came to be registered and in any event even assuming in favor of the plaintiff at best, the period of limitation of one year would commence when defendant no 7 put physical possession of part of the property sold. No attempt has been made by the plaintiff to show as to when such possession was taken. It is not even the plaintiff's case that the possession was taken within one year prior to filing of the suit. In his affidavit-in-reply in

paragraph 5, the plaintiff claims that he came to know about the deed of conveyance dated 13th February 2007 in the year 2009, when he took inspection of the document and inspection was given by defendant no. 8 on 9th January 2009. He contends that he exercised of right of pre-emption as prescribed by the Section 97 of the Limitation Act and therefore the suit is filed within time the plaintiff therefore admits that the appropriate article of the Limitation Act that applies to him is Article 97. However he seeks to interpret Article 97 by contending that the period of one year commencing from the date of knowledge of the registration of the document. In my view that is not an explanation that merits favourable consideration. The plaintiff has not only suppressed the true and correct fact in the plaint, the plaintiff has also made incorrect statements in his own affidavit when he contended that he became aware of the sale to defendant no. 7 only on 9th January 2009, when all along who was aware that in the public notice issued on 11th April 2008. He has clearly declared as follows;

This is to inform all concerned that I am the owner of 50% undivided share in respect of a tenanted property admeasuring 529 sq. yds. Known as 'Rajasthan House' situate at Khar-Pali

*Road, bearing CTS No. F/185 at Khar, Mumbai – 400 052. The other half (50%) undivided share which belonged to my deceased brother Shri Abdul Sattar Behlim **has been recently sold** to Gazebo Developers Pvt. Ltd., by the son of Shri Abdul Sattar Hajee Ahmed Behlim without consulting me.(Emphasis supplied)*

25] In view of the above it is evident that the plaintiff has made incorrect statements in the plaint. In my view the period of limitation would have commenced at least on 11th April 2008 if not earlier. The suit having been filed on 17th November 2009, it is clearly beyond the period of limitation and hence I pass the following order;

- (i) The Notice of Motion is allowed in terms of prayer clause(a).
- (ii) Leave granted under Clause 12 of the Letters Patent on 9th December 2009 stands revoked.
- (iii) In view of the rejection of the plaint pending interlocutory applications if any, shall stand dismissed.
- (iv) There will be no orders as to costs.

(A. K. MENON, J.)

CERTIFICATE

Certified to be true and correct copy of the original signed Judgment/Order.