

HON'BLE SRI JUSTICE M. SATYANARAYANA MURTHY

APPEAL SUIT No.1119 OF 1997

JUDGMENT:

The unsuccessful plaintiffs in O.S. No.17 of 1988 on the file of Subordinate Judge's Court, Penukonda, preferred this appeal challenging the decree and judgment dated 25.07.1996 whereunder the suit filed by the plaintiffs for partition of the schedule property was dismissed.

02. For convenience of reference, the ranks given to the parties in O.S. No.17 of 1988 before the Subordinate Judge's Court, Penukonda, will be adopted throughout the judgment.

03. The plaintiffs filed the suit for partition and for separate possession of share of Ac.11.06 ³/₄ cents in the suit schedule property with other consequential reliefs, alleging that the suit schedule property originally belonged to one Vengamma, mother of the 2nd plaintiff and the said property was devolved upon her under a registered Will dated 23.01.1929 executed by her father Narayannappa. The said Narayanappa died and subsequent to the date of death of her father, as a legatee under the Will, mother of the 2nd plaintiff - Vengamma was in possession and enjoyment of the property and Buchappa - father of defendants 1, 2 and 4 and 6 purchased 1/4th joint share in both Sy.Nos.517 and 519 under registered sale deed dated 13.06.1938. From the date of purchase, the extent of Ac.14.73 ³/₄ cents was under joint possession and enjoyment of Buchappa and Vengamma, the ancestors of the 2nd plaintiff and defendants 1 to 6.

04. Vengamma bequeathed an extent of Ac.4.92 cents in each of Sy.Nos.517 and 519, in total extent of Ac.9.84 cents, under registered gift deed dated 26.12.1967 in favour of the 2nd plaintiff. The 2nd plaintiff accepted the gift and he was in possession and enjoyment of the same

along with Buchappa and his mother Vengamma jointly. Thus, the 2nd plaintiff became the owner of Ac.9.84 cents in both the survey numbers. He executed a gift deed for an extent of Ac.1.50 cents in each of the survey number i.e Ac.3.00 in favour of the 1st plaintiff being his maternal uncle under a registered gift deed dated 18.01.1995 and the 1st plaintiff accepted the gift. Since the date of gift, the 1st plaintiff is in possession and enjoyment of the property covered by gift deed along with Buchappa.

05. Buchappa died leaving behind his sons - defendants 1 and 2, his wife - 3rd defendant and his daughters - defendants 4 to 6, as his legal heirs, who are enjoying Ac.4.91 $\frac{1}{4}$ cents purchased by Buchappa, jointly with the other sharers. Thus, the schedule property is in joint possession and enjoyment of the plaintiffs and defendants.

06. Vengamma, mother of the 2nd plaintiff died leaving behind her three sons, i.e. the 2nd plaintiff, defendants 7 and 8 and the daughter - 9th defendant, to succeed her property in both the survey numbers and accordingly they succeeded the estate of the deceased Vengamma.

07. By virtue of gift deed, the 1st plaintiff became owner of Ac.3.00 of land, the 2nd plaintiff became owner Ac.6.84 cents + Ac.1.22 cents equivalent to Ac.8.06 $\frac{3}{4}$ cents, the defendants 1 to 6 became owners of Ac.4.91 $\frac{1}{4}$ cents, the defendants 7 to 9 became owners of Ac.3.67 cents, thus in all, the plaintiffs are entitled to Ac.11.06 $\frac{3}{4}$ cents.

08. During pendency of the suit, the 9th defendant died and her legal representatives were brought on record as defendants 10 and 11 as per order, dated 19.03.1993, in I.A.No.4 of 1992.

09. The 1st defendant contended that by the alleged sale deeds one Venkappa purchased some property and the successive deeds are all nominal and the said Venkappa had no manner of right under the

Will.

10. While the matter stood thus, the legal heirs of the deceased Buchappa - defendants 1 and 2 started claiming right in the entire property as their father purchased entire property under registered sale deed and consequently the plaintiffs having no other alternative, got issued legal notice dated 29.01.1988 calling upon the defendants 1 to 6 to co-operate for partition of the schedule property, but they did not respond to it. Hence the suit.

11. The 1st defendant filed written statement and the same was adopted by defendants 2 to 6 by filing adoption memo.

12. The first defendant denied the material allegations of the plaint including right of Vengamma as a legatee under the Will executed by her father Narayanappa, while admitting that Narayanappa own Ac.8.34 cents in S.No.517 and Ac.8.31 cents in Sy.No.519. Even if he executed any Will bequeathing the entire extent in S.Nos.517 and 519, Vengamma could not get more than the extent what Narayanappa had and Vengamma could get Ac.8.34 cents only in S.No.517 and Ac.8.31 cents in S.No.519. Hence, the contention that she own and possessed entire extent in S.No.517 and 519 being legatee of Narayanappa under the Will dated 23.01.1929 is false and untenable.

13. It is specifically contended that the remaining extent of Ac.1.50 cents each in S.Nos.517 and 519 belongs to Buchanna and Venganna or his son Venkatappa, adjusted their extents by allotting Buchanna or his son an extent of Ac.3.27 cents i.e. $\frac{1}{3}$ rd share in S.No.519 alone with specific boundaries.

14. The 1st defendant further contended that the bequeath which took place in the year 1938 is not evidenced by any document and that Vengamma was never in possession and enjoyment of the suit schedule property and that she has no right at all in any part of the

property. The defendants denied purchase of 1/4th share in S.Nos.517 and 519 under sale deed dated 13.06.1938 and it is a concocted story with a view to make wrongful gain, while ascertaining that Buchappa purchased Ac.8.34 cents in S.No.517 and Ac.8.31 cents in S.No.519, total extent of Ac.16.65 cents. The sale deeds also disclosed about the purchase of total extent of Ac.16.65 cents both in figures and words. Therefore, the intention of Vengamma was only to sell Ac.16.65 cents to Buchappa and the alleged purchase of 1/4th share is incorrect and 1/4th share was mentioned inadvertently in the document. In such case, the plaintiffs are not entitled to claim any share in the property by way of partition as Vengamma ceased to be the owner by the date of her death. By the date of her death, Buchappa became sole owner of the schedule land in S.Nos.517 and 519 in pursuance sale deed dated 13.06.1938.

15. Venkatappa, S/o. Ankannagari Buchanna sold Ac.3.27 cents in S.No.519 for Rs.50/- dated 02.06.1938 and the sale deed itself shows the purchase of Ac.16.65 cents by Buchappa under registered sale deed dated 13.06.1938. Venkatappa s/o. Buchanna sold his plot in Sy.No.519 to Namburi Subbaiah, s/o. Lingappa under registered sale deed dated 02.06.1938 for Rs.50/- and the said Subbaiah was in possession and enjoyment of the same. The name of Vengamma was deleted in chitta i.e. 10(1) Village account, after executing registered sale deed in favour of Buchappa and she never paid any land revenue in the land in S.Nos.517 and 519 after 13.06.1938 and that Buchappa alone paying land revenue for the land after 1938 and thereby the plaintiffs who are claiming right through Vengamma are not entitled to claim any right in the schedule property, as Vengamma had no right to execute gift of her property in favour of 2nd plaintiff and in turn he is incompetent to execute any gift deed. Therefore, the plaintiffs are not entitled to claim partition of schedule property and finally prayed to dismiss the suit.

16. The defendants further contended that the plaintiffs and

defendants were never in joint possession of the property and even Buchappa and Venkappa were alone in exclusive possession of the property apart from that the defendants alone are in continuous possession and enjoyment of the schedule property without any interruption thereby perfected their title to the property by adverse possession.

17. As plaintiffs 1 and 2 had no right to claim any property, the defendants did not give any reply to the notice got issued by the plaintiffs 1 and 2 and finally prayed to dismiss the suit with costs.

18. Defendants 7 to 9 admitted the plaintiffs claim and endorsed the same on the plaint.

19. Defendants 10 and 11 filed written statement contending that they are not proper and necessary parties to the suit. Since the alleged sale deeds mentioned in paragraph 6 of the plaint are nominal and Venkatappa had no right are all false. It is further contended that the sale deeds referred in paragraph 6 of the plaint are true, valid and binding on all the parties, thereby the plaintiffs are not entitled to claim any partition of the property and finally prayed to dismiss the suit.

20. Based on the above pleadings, the trial court framed the following issues and additional issues:

- i. Whether the gift deed in favour of the 1st plaintiff dated 18.01.1979 is true and valid?
- ii. Whether the gift deed in favour of the 2nd plaintiff dated 26.12.1967 is true and valid?
- iii. Whether the plaintiffs are entitled to for partition and separate possession of their share in the suit property?
- iv. Whether the suit is bad for non joinder of heirs of Buchappa and his brother as parties to the suit?
- v. Whether the suit is not maintainable as contended by the defendants 1 to 6?
- vi. To what relief?

Additional issue:

Whether the suit is bad for misjoinder of defendants 10 and 11?

21. During trial, on behalf of the plaintiffs, P.Ws.1 to 3 were examined and marked Exs.A.1 to A.9. On behalf of the defendants, D.Ws.1 to 4 were examined and marked Exs.B.1 to B.16.

22. Upon hearing both the learned counsel, considering oral and documentary evidence, the trial court interpreted the document Ex.A.3 dated 13.06.1938 and concluded that she sold the entire extent Ac.16.65 cents in both Sy.Nos.517 and 519 by applying principles of interpretation laid down by this Court and other High Courts, dismissed the suit holding that Buchappa became absolute owner of the entire property under Ex.A.3 – registered sale deed dated 13.06.1938 and thereby execution of gift deed by Vengamma in favour of 2nd plaintiff would not confer any title to the property, as Vengamma herself had no title, in view of sale of entire extent of Ac.16.65 cents in Sy.Nos.517 and 519, dismissed the suit.

23. Aggrieved by the decree and judgment of the trial court, the present appeal is preferred by the unsuccessful plaintiffs raising several contentions that the interpretation of contents of Ex.A.3 is not supported by any legal reasoning and it is against probabilities. The trial court also did not consider the recitals in Ex.A.3 in proper perspective while interpreting the contents of Ex.A.3 ignoring 1/4th share subsequently added by way of interpolation. Therefore, the intention of the executant - Vengamma under Ex.A.3 to convey title of 1/4th share out of Ac.16.65 cents, but not entire extent in S.Nos.517 and 519. Therefore the trial court on erroneous interpretation of Ex.A.3 dismissed the suit erroneously and interpretation of Ex.A.3 is not based on any principles of interpretation of documents and prayed to set aside the decree and judgment of the trial court allowing this appeal and pass preliminary decree for partition of schedule property as claimed.

24. During pendency of this appeal, the appeal against the 6th defendant was dismissed for default vide court order dated 19.02.2010.

25. Sri R. Prasad, learned counsel for the appellants, mainly demonstrated as to how the intention of Vengamma can be presumed, contending that the figure 1/4th is added after completion of scribing the document as 1/4th was found missing and the interpolation was noted at the end of the document. In such case, the interpolation in original of Ex.A.3 before registration would indicate the intention of Vengamma to convey title to 1/4th share out of Ac.16.65 cents in S.Nos.517 and 519. If really her intention was to convey entire extent of Ac.16.65 cents, the question of interpolation in the document before registration does not arise. When the said Vengamma found a mistake in the document in scribing Ex.A.3, necessary interpolation was made. Her intention was only to convey 1/4th share out of Ac.16.65 cents. Therefore, the principles of interpretation applied by the trial court while interpreting the document Ex.A.3 is contrary to intention of Vengamma in execution of original of Ex.A.3. If it is correctly interpreted based on the intention of Vengamma, the trial court could have accepted the claim of the plaintiffs and requested this Court to interpret the original of Ex.A.3 based on settled principles of law of interpretation and come to a just and reasonable conclusion, grant a decree in favour of the plaintiffs for preliminary decree for partition in favour of the plaintiffs.

26. Whereas Smt. Thara, learned counsel representing Sri A. Hanumantha Reddy, learned counsel for the defendants/ respondents, argued totally in support of the findings recorded by the trial court including interpretation of the document by reading entire judgment without advancing specific argument. She supported the findings of the trial court and prayed to confirm the decree and judgment passed by the trial court, dismissing the appeal.

27. Considering the contentions of both the learned counsel, the

points that arise for consideration are,

1. Whether Vengamma intended to convey title of 1/4th share out of Ac.16.65 cents in S.Nos.517 and 519 of Puttaparthi Village?
2. Whether Vengamma own and possessed any land in S.Nos.517 and 519 of Puttaparthi Village after execution of original of Ex.A.3? If not, was she competent to bequeath any property in favour of 2nd plaintiff and in turn, the 2nd plaintiff is entitled to execute any gift deed in favour of the 1st plaintiff?
3. Whether the plaintiffs and the defendants 7 to 9 continued in joint possession and enjoyment of the property with Buchappa during his life time, thereafter with defendants 1 to 6 as a tenants-in-common? If not, are they entitled to claim any share in the schedule property by way of partition?

Point No.1:

28. The trial court dismissed the suit holding that the property conveyed under Ex.A.3 is for total extent of Ac.16.65 cents while interpreting the document in its own way. As seen from Ex.A.3, it is a sale deed executed by Vengamma in favour of Buchappa on 13.06.1938 for Rs.500/-. Execution of registered sale deed marked as Ex.A.3 is not disputed. But the dispute is only with regard to extent conveyed under original of Ex.A.3. As seen from Ex.A.3, the schedule of property is Ac.16.65 cents in Sy.Nos.517 and 519, but there is interpolation as '(a)' and '(b)' adding "____ 1/4th". At the end of the document, there is endorsement that '(a)' and '(b)' are interpolations that took place after scribing the original of Ex.A.3, but before completion of the execution of the document. The trial court while interpreting the contents of the documents accepted that the land conveyed under original of Ex.A.3 was Ac.16.65 cents as it was mentioned in words also and held that the latter clause will prevail by applying the principle laid down in **Gowramma vs Yella Reddy Chenga Reddy And Others** ^[1]

wherein the Division Bench of this Court while interpreting clause in a Will concluded that latter clause will prevail over the earlier clause in a testament executed by a person since the latter clause will indicate the mind of the testator. In the said judgment, the Division Bench of this Court based on Section 88 of the Indian Succession Act, 1925. According to it, rule of construction embodied in Section 88 of the Indian Succession Act, 1925, where two clauses in a Will are irreconcilable, latter one should prevail. Based on the same principle, the law declared by this Court while interpreting the Will, the trial court accepted that the latter clause i.e., extent mentioned in words in the document would prevail and accepted conveyance of Ac.16.65 cents in both Survey numbers under the original of Ex.A.3. But the principle laid down in the above judgment cannot be applied to the present case for the simple reason that the document under consideration in the said judgment was a Will, by applying statutory provision in Section 88 of the Indian Succession Act, 1925 the Division Bench came to such conclusion, but the said principle cannot be applied to the present case, since, the document in question is a sale deed.

29. The trial court referred another judgment in **Umrao Bapu v. Ramkrishna Bapu and others** ^[2] wherein the Single Judge of Nagpur High Court while interpreting the document held that basing on the general principle enunciated in American Case, held that where there are two conflicting descriptions of the subject matter of a grant or two conflicting parts of the same description, that which is the more certain and stable and the least likely to have been mistaken or to have been inserted inadvertently must prevail if it sufficiently identifies the subject matter. Then follows the further proposition based on English and American authorities there cited that preference ought to be given to that element of the description of the subject- matter which is most consistent with the intention of the parties to be collected from other parts of the deed, illumined if conduct of the parties.

30. The trial court though referred the judgments unable to distinguish the principles relating to interpretation of Will and interpretation of sale deed. Therefore, the Division Bench Judgment of this Court in **Gowramma's** case referred supra is distinguishable on material facts. Hence the conclusion arrived by the trial court basing on the judgment of the Division Bench of this Court in **Gowramma's case** pertaining to the Will is erroneous.

31. The normal rule is that when the language used in a document is unambiguous conveying clear meaning, the Court has to interpret the document or any condition therein taking into consideration of the literal meaning of the words in the document. When there is ambiguity, the intention of the parties has to be looked into. Ordinarily the parties use apt words to express their intention but often they do not. The cardinal rule again is that, clear and unambiguous words prevail over the intention. But if the words used are not clear or ambiguous, intention will prevail.

32. While the courts interpreting the document or clause in the document, if the language used in the clause or a document is ambiguous the intention of the parties shall be looked into, as a settled law in interpreting the document. The dictionary meaning of the word 'interpretation' is '**expound the meaning of**', '**bring out the meaning of**'. But what does the words 'meaning' mean? Does it mean (i) the literal meaning of the words used or does it mean (ii) the meaning the writer of the words had in his mind, i.e., his intention? Whether it means (i) or (ii), the process would be that in the case of (ii) intention has to be ascertained by reference to the words used to express it. Unexpressed intention has not to be considered, but courts can consider presumed intention while interpreting a document. Thus, the modern law can be said to be that the purpose of interpretation is two-fold: (i) to ascertain the intention as expressed in the words, i.e., to consider what has actually been said; (ii) to consider what the parties intended to have said

or ought to have said but did not, either because they never visualized such a state of circumstances arising or for any other reason. The task of interpretation would be easy if it were just to discover the intention of the parties as expressed in words. But the task of the court is to ascertain what the parties would have said or what they would have intended if the point had been considered by them at that time. The task involves a guessing game, which in legal terminology is called presumed intention. Any attempt to interpret the terms of document based on presumed intention is described as Courts endeavoring to achieve what the devil failed to do as devil does not know the intention of a man.

33. It is clear that the Court has to ascertain the intention of the parties based on the language used in the document. Time and again, the Court have laid down certain principles to interpret any document or clauses therein. In fact there are no statutory rules to interpret any document. But based on the settled principles, the Courts are interpreting the documents and any conditions contained therein. Rules of interpretation are mere working rules or as guidelines and are not binding on the Courts of law. Yet, they have some sanctity as they have been deduced from judicial decision over the years. It is found listed in Odgers' Construction of Deeds and Statutes, used the listed rules by the Courts and they have acquired respectability. The Supreme Court in **Delhi Development Authority v. Durga Chand**^[3] has also noticed Odgers' Rules and quoted them with approval and as the observation of the Supreme Court have the force of law of the land, it may be taken Odgers' Rules (known as golden rules of interpretation) have been judicially recognized and may be adopted as Rules for interpretation of the documents in India. These Rules are listed hereunder:

1. The meaning of the document or of a particular part of it is therefore to be sought for in the document itself.
2. The intention may prevail over the words used.
3. words are to be taken in their literal meaning.

4. literal meaning depends on the circumstances of the Parties.
5. When is extrinsic evidence admissible to translate the language?
6. Technical legal terms will have their legal meaning.
7. Therefore the deed is to be construed as a whole.

34. Apart from the said seven rules listed by Odger, it would be convenient to list the following rules for the sake of convenience are called additional rules and given number in continuation:

8. Same words to be given the same meaning in the same contract.
9. Harmonious construction must be placed on the contract as far as possible. However, in case of conflict between earlier or later clauses in a contract, later clauses are to be preferred to the earlier; while in a will, earlier clause is to be preferred to the later.
10. Contra Proferendum Rule-If two interpretations are possible, the one favourable to the party who has drafted the contract and the other against him, the interpretation against that party has to be preferred.
11. If two interpretation of a contract are possible the one which helps to make the contract operative to be preferred to the other which tends to make it inoperative
12. In case of conflict between printed clauses and typed clauses, type clauses are to be preferred. Similarly, in conflict between printed and hand written clauses, hand written clauses are to be preferred and in the event of conflict between typed and hand written clauses, the hand written calluses are to be preferred.
13. the special will exclude the general
14. Rule of expression unius est exclusion alterius
15. Rule of noscitur a sociis
16. Ejusdem generic rule will apply both the contract and

statute

17. Place of Punctuation in interpretation of documents

35. From the Rules stated above, when the language used in a document is unambiguous conveying clear meaning, the Court has to interpret the document or any condition therein taking into consideration of the literal meaning of the words in the document. When there is ambiguity, the intention of the parties has to be looked into. Ordinarily the parties use apt words to express their intention but often they do not. The cardinal rule again is that, clear and unambiguous words prevail over the intention. But if the words used are not clear or ambiguous, intention will prevail. The most essential thing is to collect the intention of the parties from the expressions they have used in the deed itself. What if, the intention is so collected will not secure with the words used. The answer is the intention prevails. Therefore, if the language used in the document is unambiguous, the words used in the document itself will prevail but not the intention.

36. In the present facts of the case, Ex.A.3 is the certified copy of sale deed executed by Vengamma in favour of Buchappa. It is evident from the document that the scribe mentioned entire extent of Ac.9.84 cents in Sy.Nos.517 and Ac.9.81 cents in Sy.No.519 to convey the title to vendee in the document. After scribing the document, as Vengamma was intended to convey $\frac{1}{4}$ th undivided share in the property in the total extent, the words “ $\frac{1}{4}$ ” in both survey numbers was mentioned. The word “ “ in vernacular means ‘in’ If really the said Vengamma intended to convey entire extent, there is necessity to make interpolation in the document mentioned “ $\frac{1}{4}$ ” does not arise. In view of interpolation, the intention of Vengamma is clear and unambiguous that she agreed to convey $\frac{1}{4}$ th share in an extent of Ac.8.34 cents and Ac.8.31 cents in both S.Nos.517 and 519. When the document is registered with the Office of Registrar of Assurances, such interpolation was made before

completion of registration. Based on the execution of document by Vengamma, the Court can come to conclusion that Vengamma intended to convey title of 1/4th share in an extent Ac.16.35 cents in both survey numbers. No doubt, there is little ambiguity with regard to the extent mentioned in Ex.A.3 in words. Since the words “ 1/4” was added by interpolation without changing the other part of the document, though such inadvertent mistake occurred, the intention of Vengamma alone would prevail, even in those circumstances. Therefore, taking into consideration of the intention of the executant - Vengamma, the purchaser Buchappa was entitled to claim undivided 1/4th share in the property in an extent of Ac.8.34 cents and Ac.8.31 cents in Sy.Nos.517 and 519 of Puttaparthi Village.

37. The trial court did not properly consider the intention of the executant - Vengamma, but simply followed the judgment of the Division Bench of this Court pertaining to interpretation of Will erroneously. Hence, the finding of the trial court that Vengamma executed sale deed in favour of Buchappa conveying total extent of Ac.16.65 cents in both Sy.Nos.517 and 519 holding issue in favour of the defendants and against the plaintiffs is erroneous. Hence, the finding of the trial court is set aside holding the point in favour of the plaintiffs and against the defendants 1 to 4.

Point Nos.2 and 3:

38. The trial court framed six issues and additional issue to decide the controversy between the parties. But in view of the conclusion arrived by the trial court with regard to the execution of the registered sale deed under original of Ex.A.3, the trial court did not discuss the other issues and ultimately issue No.6 was held against the plaintiffs and in favour of the defendants, declined the share of the plaintiff in the schedule property.

39. In view of my foregoing discussion in point No.1, the trial court is required to decide issues 2 to 4. This Court being a court of first appeal can decide such issues. But the advocates appearing on behalf

of both the parties did not advance any argument and in view of the finding on the point with regard to extent conveyed under original of Ex.A.3, the other issues are required to be decided. If for any reason, the other issues are decided without hearing argument of counsel appearing for both sides and when they are not under challenge, it amounts to deciding the *lis* before the court keeping the parties in dark. It is settled law that trial court is under obligation to decide the issues with the same consideration which deserves. But the trial court did not discuss anything about the other issues. Since the finding on one issue will have its own impact on the other issues, however, the trial court cannot be found fault for non consideration of other issues in view of Rule 5 of Order XX of the Code of Civil Procedure, 1908 (for short, 'the Code'). When this court found that the finding recorded by the trial court with regard to the extent conveyed under original of Ex.A.3, the trial court is now under the obligation to decide and if those issues are decided by this court without hearing arguments, the parties will be deprived of their right of audience and question the same before the competent appellate court. In those circumstances, I find it is appropriate to remand the matter by exercising power under Rule 23A of Order XLI of the Code, though it is a old matter.

40. Hence the decree and judgment of the trial court are hereby set aside holding that the property conveyed under original of Ex.A.3 is 1/4th share in an extent of Ac.8.34 cents in S.No.517 and Ac.8.31 cents in S.No.519 and Buchappa was entitled to claim 1/4th share in an extent of Ac.16.65 cents in both the survey numbers, directing the trial court to restore the suit to its original number in the suit register, afford opportunity to both the parties to adduce evidence, if any, on the other issues and decide the matter in accordance with law after affording reasonable opportunity. The plaintiffs and defendants are directed to appear before the trial on or before 20.11.2015 and that it is made clear that the trial court need not issue any further notice for appearance of the parties.

41. With the above direction, the appeal is allowed without costs. Consequently, miscellaneous petitions, if any, pending in this appeal shall stand closed. _

M. SATYANARAYANA MURTHY, J

Date:
bv

[\[1\]](#) AIR 1965 AP 226
[\[2\]](#) ILR 1938 - Nagpur
[\[3\]](#) AIR 1973 SC 2609