

THE HON'BLE SRI JUSTICE A.V. SESA SAI

CIVIL REVISION PETITION No.2982 of 2014

and

CIVIL REVISION PETITION (SR) No.23826 of 2014

%30-03-2015

#CIVIL REVISION PETITION No.2982 of 2014:

Between:

Gurram Anantha Reddy

... PETITIONER/RESPONDENT/J.Dr.

a n d

\$Katla Sayanna

... RESPONDENT/PETITIONER/D.Hr.

a n d

CIVIL REVISION PETITION (SR) No.23826 of 2014:

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Gurram Anantha Reddy

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> HEAD NOTE:

!Counsel for Appellant: M/s.C. Ramesh Sagar

^Counsel for Respondent: Sri G. Rama Krishna

? Cases referred

1. 2007 (2) ALT 636
2. AIR 1963 SC 1124

3. AIR 1953 Madras 717
4. AIR 1963 Supreme Court 1879
5. AIR 1972 Supreme Court 1371
6. 2006 (5) ALD 838
7. AIR 1998 PUNJAB AND HARYANA 202
8. 1987 KERALA 226

THE HON'BLE SRI JUSTICE A.V. SESA SAI

CIVIL REVISION PETITION No.2982 of 2014

And

CIVIL REVISION PETITION (SR) No.23826 of 2014

COMMON ORDER:

The issue in the present revisions is a typical example for the famous saying “vows or difficulties of an Indian Decree holder start from the date of decree”. Since these two revisions arise out of same execution proceedings and are inter-related, this Court deems it apt and appropriate to dispose of these two cases by way of this common order.

2. The judgment debtor in E.P.No.2 of 2011 in O.S.No.15 of 2008 is the petitioner in these revisions. C.R.P.No.2982 of 2014 is filed against the order, dated 13-08-2014 and C.R.P.(SR).No.23826 of 2014 is filed against the order, dated 31-10-2013.

3. Heard Sri C. Ramesh Sagar, learned counsel for the petitioner and Sri G. Rama Krishna, learned counsel for the respondent and perused the material available before this Court.

4. The respondent herein instituted O.S.No.15 of 2008, on the file of the Court of the District Judge, Karimnagar against the petitioner herein for specific performance of agreement of sale, dated 05-03-2007 in respect of the lands,

admeasuring Ac.2-16 gts., in Sy.No.115/A and Ac.4-00 gts., in Sy.No.161/B of Bhoopalapatnam village, Choppadandi Revenue Mandal, Karimnagar District. The learned Judge decreed the said suit on 31-03-2010. Thereafter, the decree holder filed E.P.No.2 of 2011 for enforcement of the decree on 09-11-2010. A.S.No.2 of 2011 filed by the defendants/ petitioners herein against the decree in O.S.No.15 of 2008 before this Court was dismissed on 15-04-2013. The decree holder/respondent herein filed E.A.No.62 of 2013 under Order 26 Rule 9 of the Code of Civil Procedure for appointment of an Advocate Commissioner to identify the land under E.P. with survey numbers and village map in consonance with the boundary map of E.P. Schedule with the assistance of Mandal Surveyor of Choppadandi Tahsildar Office. By way of an order, dated 31-12-2013 Commissioner was appointed and the same is the subject matter of challenge in C.R.P.(SR) No.23826 of 2014. The Commissioner so appointed filed a report on 10-06-2014 and by way of an order, dated 13-08-2014 the learned Prl. District Judge accepted the said report and the said order is under challenge in C.R.P.No.2982 of 2014.

5. The contentions and submissions of the learned counsel for the petitioner are:

1. *Orders under challenge in these revisions are erroneous, contrary to law and are opposed to the provisions of Order 26 Rule 9 of the Code of Civil Procedure.*
2. *The Executing Court has no power to appoint an Advocate Commissioner under Order 26 Rule 9 of the Code of Civil Procedure in execution proceedings and as such, the orders, appointing Advocate Commissioner are totally without jurisdiction.*
3. *The Executing Court grossly erred in appointing the Advocate Commissioner for localizing the property for the purpose of execution and the E.P. Court cannot travel beyond the scope of decree and the same is impermissible.*
4. *Property which is neither covered by the agreement nor the plaint schedule property nor the decree cannot be delivered to the decree holder by appointing Advocate Commissioner.*
5. *The decree holder ought to have got amended the plaint schedule and the decree before initiating the Executing Proceedings.*
6. *The Court below virtually permitted the decree holder to adduce evidence*

afresh, which is impermissible.

In support of this submissions and contentions, learned counsel heavily placed reliance on the following judgments:

- i. 2007 (2) ALT 636 (*Vadlamani Suryanarayana Murthy v. Saripalli Balakameswari and others*)
- ii. AIR 1963 SC 1124 (*Collector of Customs, Calcutta v East India Commercial Co. Ltd., Calcutta and others*)
- iii. AIR 1953 Madras 717 (*P. Moosa Kutty v Unknown*)

6. Submissions/contentions of the learned counsel for the respondent are:

1. *Orders passed by the Court below are in accordance with law and there is no illegality nor any material infirmity nor irregularity in the impugned orders, as such the present revisions are not maintainable and the petitioner is not entitled for any indulgence of this Court nor the orders impugned warrant any interference of this Court.*
2. *The contention of the learned counsel for the petitioner that E.P. court has no power to appoint Advocate Commissioner is not tenable in view of the provisions of Order 26 Rule 18-A of the Code of Civil Procedure.*
3. *The entire effort of the petitioner is to drag on the issue in the name of technicalities in the instant case. The decree holder is praying for execution in respect of property situated within the boundaries mentioned in the suit agreement of sale and that the boundaries prevail over and in the name of mis-description of survey numbers judgment debtor cannot escape the execution in the absence of any dispute with regard to the boundaries.*
4. *Having expressed no objection with regard to the appointment of Commissioner, it is not open for the petitioner to turn around.*
5. *The decree granted by the learned District Judge was confirmed by this Court in A.S.No.2 of 2011 by enhancing the amount of compensation by Rs.2,00,000/- and the Hon'ble Apex Court confirmed the same in S.L.P.C.C.No.18187-18188 of 2013 on 21-10-2013 and the entire exercise undertaken by the Commissioner cannot be found fault with.*
6. *The decree holder deposited the entire amount as per the decree.*

To booster his submissions and contentions learned counsel for the respondents takes the support of the following judgments:

1. AIR 1963 Supreme Court 1879 (*Sheodhyan Singh and Ors. vs MT. Sanichara Kuer and Ors*)
2. AIR 1972 Supreme Court 1371 (*Bhavan Vaja and Ors. vs Solanki Hanuji Khodaji Mansang*)
3. 2006 (5) ALD 838 (*Chakka Ranga Rao vs Molla Mustari Banu*)
4. AIR 1998 PUNJAB AND HARYANA 202 (*Rocky Tyres and Ors. vs Ajit Jain And Anr.*)
5. AIR 1987 KERALA 226 (*B.T. Govindappa vs B. Narasimhaiahair*)

7. In the above back ground, now the issues that emerge for consideration of this Court are:

1. *Whether the orders under challenge are in accordance with law ?*
2. *Whether the impugned orders warrants any interference of this Court ?*

8. The information available before this Court reveals that the decree of specific performance of agreement of sale granted by the learned Prl. District Judge on 31-03-2010 was confirmed by this Court on 15-04-2013 in A.S.No.2 of 2011 with a modification by enhancing the amount of consideration and the Hon'ble Apex Court confirmed the same on 21-10-2013 in S.L.P.C.C.No.18187-18188 of 2013. In E.P.No.2 of 2011 the decree holder filed E.A.No.62 of 2013 under Order 26 Rule 9 r/w.151 of Code of Civil Procedure on 01-11-2013 seeking the following relief:

"It is prayed that the Hon'ble Court may be pleased to appoint an advocate/Commissioner to identify the land under E.P. with Survey numbers and village Map in consonance with the boundaries of E.P. Schedule with the assistance of Mandal Surveyor of Choppadandi Tahsil Office."

9. A reading of the affidavit filed in support of the E.A.No.62 of 2013 makes it manifest that the decree holder filed the said application in the background of objection taken by the judgment debtor on the executability of the decree on the ground that one of the survey numbers was incorrectly mentioned as Sy.No.161/B instead of Sy.No.161/C. A perusal of the docket of the said application vividly shows that while receiving notice on 01-11-2013 learned counsel for the judgment debtor made an endorsement, stating that a Senior Advocate and Deputy Director of Survey and Settlement be appointed for marking physical features and distance between two survey numbers and boundaries. The petitioner herein did not file any counter, opposing the appointment of Commissioner. The learned Prl. District Judge, by way of an order, dated 31-12-2013, appointed one Sri. K. Manohar Rao as Advocate Commissioner with a direction to him to take the assistance of senior surveyor appointed by the Assistant Director of Survey and Settlement Department, Karimnagar and he was directed to receive work memo from both parties in execution of warrant.

10. In pursuance of the said order, dated 31-12-2013, the learned Advocate Commissioner submitted his report on

10-06-2014 and paragraph No.9 of the said report reads as under:

“The total measured suit land is Ac.6-13G (in Sy.No.115/A measuring Ac2-16G and Sy.No.162/C measuring Ac3-37G) is in a compact block and the area under the way measuring 0-03 gts., is deducted as furnished by surveyor. Therefore, on my physical verification and investigation to avoid confusion of identify of suit land have specifically added the required correct boundaries of owners of the suit land which is as follows:-

East:- P.W.D. road and a portion of land of Munigala chandraiah in Sy.No.178/B and land in Sy.No.178/A belongs to Gurram Madhusadhan Reddy.

West: Land of Gurram Mallareddy in Sy.No.116 and Gurram Ananthareddy in Sy.No.161

North: Temporary way and land of vendor.

South: Land of Mangali (Garshakuthi) Komuraiah

Therefore, the land covered in the suit schedule boundaries are Sy.Nos.115/A and 162/C as mentioned above, but the given Sy.No.161/B of the Suit land is not within in the suit boundaries.”

11. A perusal of the said Commissioner's report clearly discloses that the learned Commissioner took the assistance of the Senior Surveyor deputed by the Assistant Director of Survey and Settlement Department, Karimnagar and the Village Revenue Officer and Village Revenue Assistant attended the spot and the Commissioner executed the warrant in the presence of decree holder and judgment debtor and his two sons and prepared a map also, showing the boundaries. Subsequently, vide order, dated 13-08-2014 in E.A.No.62 of 2013 the learned Prl. District Judge accepted the said report of the Advocate Commissioner. The said order, dated 13-08-2014 is under challenge in C.R.P.No.2982 of 2014, whereas the order, dated 31-12-2003 is under challenge in C.R.P.(SR) No.23826 of 2014.

12. The objections of the judgment debtor for enforceability of the said decree are that the E.P. court cannot travel beyond the decree granted by the original Court and there can be no appointment of Commissioner in E.P. proceedings and only in suits Commissioners can be appointed and the E.P. Court exceeded its jurisdiction by appointing an Advocate Commissioner for localizing and identifying the property and the respondent/plaintiff should have sought for amendment of the schedule of the plaint as well as the decree.

13. The contention that in Execution Proceedings, Commissioner cannot be appointed and the E.P. Court has no power to appoint Commissioner under Order 26 Rule 9 of the Code of Civil Procedure has absolutely no merit in view of the reason that as per Order 26 Rule 18-A of the Code of Civil Procedure, the provisions of Order 26 of Code of Civil Procedure are applicable to the proceedings in execution of a decree or order also.

14. In the instant case there is absolutely no dispute with regard to the

boundaries of the plaint schedule properties and the boundaries in the suit agreement of sale and the decree. The only controversy is with regard to one survey number i.e., Sy.No.161/B. The case of the decree holder is that instead of showing Sy.No.162/C within the boundaries as shown in the suit agreement of sale, Sy.No.161/B was incorrectly shown in the agreement of sale and the same was carried in the plaint as well as decree. On the other hand, it is the case of the judgment debtor that E.P. Court cannot travel beyond the decree and the decree and execution should necessarily be as per the decree only and no identity nor localization of the land by the Commissioner is permissible and the only remedy for the decree holder is to have the plaint and decree amended before asking of execution.

15. The duty of the Courts do neither cease nor is co-terminus with the passing of the decrees and orders. The endeavour of the Courts should not only be in the direction of granting remedy in deserving cases but also in the direction of giving adequate and complete remedy and respite for the persons aggrieved. There is also a sacred responsibility cast on the courts to see that the fruits of the decrees are completely received by successful parties. The rights of the successful decree holders to enforce the decrees in their true letter and spirit should not be permitted to be invaded nor allowed to be destroyed and obliterated by the wise and seasoned litigants in the name of feeble explanations, lame excuses and untenable technicalities.

16. The issues in the present revisions are required to be examined in the light of the above aspects and the principles laid down in various judgments cited by the learned Advocates.

17. In case of **VADLAMANI SURYANARAYANA MURTHY v. SARIPALLI BALAKAMESWARI AND OTHERS**, this Court held that the Commissioner can be appointed in executions also in view of Order 26 Rule 18-A of the Code of Civil Procedure and further held in the facts and circumstances of the case of

the said case that the appointment of the Commissioners in the matters of such nature would amount to reopening the entire issue and may even lead to annulling the decree as a whole. In the said judgment the judgment debtor filed an application in E.P. for appointment of Advocate Commissioner. The said principle, in the considered opinion of this Court, cannot be applied to the present case in view of the factual and circumstantial variation the judgments reported in **COLLECTOR OF CUSTOMS, CALCUTTA v EAST INDIA COMMERCIAL CO. LTD.,, CALCUTTA AND OTHERS** and **P. MOOSA KUTTY v UNKNOWN** on which the learned counsel for the petitioner placed reliance would not render any assistance to the petitioner and they have no relevance to the present situation.

18. The learned counsel for the respondent cited the following judgments:

In **SHEODHYAN SINGH AND ORS. vs MT. SANICHARA KUER AND ORS**, the Hon'ble Apex Court held in paragraph Nos.6 and 7 as follows:

"6. In the present appeal, the learned counsel for the respondents does not ask us to go beyond the sale certificate and the final decree for sale; his contention is that there is a mere misdescription of the plot number in the two documents and that the identity of the plot sold is clear from the circumstances which we have already. set out above. He relies on Thakar Barmha v. Jiban Ram Marwari(2). In that case what had happened was that the judgment-debtor owned 'a mahal in which ten annas share was mortgaged while the remainder was free from encumbrances. A creditor of his attached and put up for sale six anns (2) (1913) L.R. 41 I.A. 38. share out of the mortgaged share. The property attached was sold. When the auction purchasers applied for the sale certificate they alleged that a mistake had been made in the schedule of the property to be sold in that the word "not" had been omitted from the description of the six annas share and that the property should have been described as being six annas not mortgaged. This prayer of theirs was allowed by the executing court and the appeal to the High Court failed. On appeal to the Privy Council, it was held that in a judicial sale only the property attached can be sold and that property is conclusively described in and by the schedule to which the attachment refers, namely, the six annas share subject to an existing-mortgage. The Privy Council therefore allowed the appeal and observed that a case of misdescription could be treated as a mere irregularity, but the case before them was a case of identity and not of misdescription. It was pointed out that a property fully identified in the schedule may be in some respects misdescribed, which would be a different case. Thus the effect of this decision is that where there is no doubt as to the identity and there is only misdescription that could be treated as a mere irregularity. Another case on which reliance has been placed on behalf of the respondents is Gossain Das Kundu v. Mritunjoy Agnan Sardar(3). In that case the land sold was described by boundaries and area; but the area seems to have been

incorrect. It was held to be a case of misdescription of the area and the boundaries were held to prevail.

7. We are of opinion that the present case is analogous to a case of misdescription. As already pointed out the area, the khata number and the boundaries all refer to plot No. 1060 and what has happened is that in writing the plot number, one zero has been missed and 1060 has become 160. It is also important to remember that there is no plot bearing No. 160, in khata No. 97. (3) (1913) 18 C. L. J. 541. In these circumstances we are of opinion that the High Court was right in holding that this is a case of misdescription only and that the identity of the property „old is well established namely, that it is plot No. 1060.' The matter may have been different if no boundaries had been given in the final decree for sale as well as in the sale certificate and only the plot number was mentioned. But where we have both the boundaries and the plot number and the circumstances are as in this case, the mistake in the plot number must be treated as a mere misdescription which does not affect the identity of the property sold. The contention of the appellants therefore with respect to this plot must fail.”

19. In **BHAVAN VAJA AND ORS. vs SOLANKI HANUJI KHODAJI MANSANG**, wherein it is held in paragraph No.19 as follows:

19. It is true that an executing court cannot go behind the decree under execution. But that does not mean that it has no duty to find out the true effect of that decree. For construing a decree it can and in appropriate cases, it ought to take into consideration the pleadings as well as the proceedings leading up to the decree. In order to find out the meaning of the words employed in a decree the court, often has to ascertain the circumstances under which those words came to be used. That is the plain duty of the execution court and if that court fails to discharge that duty it has plainly failed to exercise the jurisdiction vested in it. Evidently the execution court in this case thought that its jurisdiction began & ended with merely looking at the decree as it was finally drafted. Despite the fact that the pleadings as well as the earlier judgments rendered by the Board as well as by the appellate court had been placed before it, the execution court does not appear to have considered those documents. If one reads the order of that court, it is clear that it failed to construe the decree though it purported to have construed the decree. In its order there is no reference to the documents to which we have made reference earlier. It appears to have been unduly influenced by the words of the decree under execution. The appellate court fell into the same error. When the matter was taken up in revision to the High Court, the High Court declined to go into the question of the construction of the decree on the ground that a wrong construction of a decree merely raises a question of law and it involves no question of jurisdiction to bring the case within Section 115, Civil Procedure Code. As seen earlier in this case the executing court and the appellate court had not construed the decree at all. They had not even referred to the relevant documents. They had merely gone by the words used in the decree under execution. It is clear that they had failed to construe the decree. Their omission to construe the decree is really an omission to exercise the jurisdiction vested in them.

20. In **CHAKKA RANGA RAO vs MOLLA MUSTARI BANU**, wherein it is held in paragraph Nos.4 to 6 as follows:

4. Since it is well known that Executing Court can look into the plaint for understanding the decree, I have requested the learned Counsel for the revision petitioner to produce a certified copy of the plaint. The learned Counsel produced a certified copy of the plaint. The averments in the plaint show that the portion shown as A.B.C.D. and E.F.G.H. in the plan attached thereto belongs to the plaintiff and that the portion shown as B.E.G.D. in that plan belongs to defendant. The case of the respondent (plaintiff) is that the revision petitioner (defendant) who has property in between his two plots had, while constructing his house encroached into the sites belonging to him, which are shown as A.B.C.D and E.F.G.H. Unfortunately, the plaint plan does not contain measurements of the sites belonging to the parties, but the area of the portions marked as I.J.K.L. and M.N.O.P therein is shown as 5 Sq. yards each with rough measurements. It is difficult to identify those particular portions, because, distances from the eastern and western boundary of the plots belonging to the plaintiff, to locate them are not mentioned in the plaint plan.

5. The Court below was in error in dismissing the petition on the assumption that the provisions of Order 26 do not apply to proceedings in executing, because Order 26 Rule 18-A, clearly lays down that the provisions of that order also apply to proceedings in execution of a decree or order.

6. Here I feel it appropriate to refer to the observations of the Apex Court in *Prathiba Singh v. Shanti Devi Prasad* of its judgment reading ...After all a successful plaintiff should not be deprived of the fruits of decree. Resort can be had to Section 152 or Section 47 CPC depending on the facts and circumstances of each case - which of the two provisions would be more appropriate, just and convenient to invoke. Being an inadvertent error, not affecting the merits of the case, it may be corrected under Section 152 CPC by the Court which passed the decree by supplying the omission. Alternatively, the exact description of decretal property may be ascertained by the Executing Court as a question relating to execution, discharge or satisfaction of decree within the meaning of Section 47 CPC. A decree of a competent Court should not, as far as practicable, be allowed to be defeated on account of an accidental slip or omission....

In this case, since the dispute is with regard to the actual area encroached by the defendant, it would be appropriate to appoint an Advocate Commissioner to take measurements of the portions shown as A.B.C.D and E.F.G.H in the plaint plan, with reference to the title deeds dated 11-8-1977 and 10-4-1980 of the respondent (plaintiff) and also the title deeds of the revision petitioner (defendant) under which he acquired B.E.G.D portion of the plaint plan, with the help of a qualified Surveyor. If the areas and portions purchased by the respondent and revision petitioner are identified, localized and demarcated, the area encroached by the revision petitioner into the site belonging to the respondent can easily be known. So it is just and expedient to appoint a Commissioner as such appointment serves the interest of justice.

21. In **ROCKY TYRES AND ORS. vs AJIT JAIN AND ANR.**, wherein it is held in paragraph No.18 as follows:

"18. It is settled principle of law that it is not incumbent upon the executing Court that it must put to trial every objections which are filed in any execution proceedings, even if prima facie they appear to be frivolous, vexatious and are only intended to delay the execution and frustrate the procedure of law or where it amounts to an abuse of the process of the Court. In this regard reference can be made to a judgment of this Court in Execution Second Appeal No. 2333 of 1996, Bhagwan Singh v. Parkash Chand, decided on 7-11-1996. The Court after detailed discussion and following the principles enunciated by the Hon'ble Supreme Court of India in the cases of Babu Lal v. Raj Kumar, JT 1996(2) SC 716 : (AIR 1996 SC 2050), [Munshi Ram v. Delhi Administration. AIR 1968 SC 702 : \(1968 Cri LJ 806\)](#). [B. Gangadhar v. B. G. Rajalingam, AIR 1996 SC 780 : \(1996 AIR SCW 117\)](#) and noticing judgments of various High Courts, held as under :--

"Now for a considerable period it is not only the judicial trend which has declined to interfere to protect unlawful possession or possession of ranked trespasser etc. but, on the other hand, judicial anxiety has been to give effective relief to the successful parties by expeditious execution of decrees in favour of the parties. Unnecessary prolongation of litigation sometimes results even in frustrating the decree itself. Such attempt on the part of the objector to frustrate a decree is a mischief which has to be prevented by due process of law and expeditious decision of such ill-founded and frivolous objections would also be in the interest of justice and within the permissible field of jurisdiction of the execution."

"If frivolous objections of the present kind are permitted to unreasonably and unnecessarily prolong the delivery of possession to a decree-holder in accordance with law, it would certainly amount to putting a premium on abuse of process of law."

22. In **B.T. GOVINDAPPA vs B. NARASIMHAIAHAIR**, wherein it is held in paragraph No.3 as follows:

"3. This is one of those cases where the execution of a decree is attempted to be stalled on mere technicalities. The suit itself was keenly fought out by the petitioner. The matter was carried through three courts. Thereafter when the execution is taken, technical pleas are raised as if the court is precluded from taking note of the actual state of affairs and conveying the property with a proper sale deed describing the actual boundaries. It is not as if there was any dispute as to the property in regard to which specific performance was sought. It was not in dispute that the property covered by Ext.P2 and that sold as per Ext. D2 was one and the same. That there was a mistake in the boundary description in Ext.P2 is also clear from the observations in para 13 of the judgment in the suit. The plaintiff is entitled, in a suit for specific

performance, to have the property agreed to be said to him conveyed with a proper, correct and effective deed of sale. When there is no dispute regarding the identity of the property, there is no reason why the actual boundaries of the property, as understood by all the parties, should not be incorporated in the sale deed to avoid any possible confusion in future. It is not as if by doing so the court is traversing beyond the decree or causing any prejudice to any of the parties or conveying property not agreed to be conveyed. In a case of this nature the court is bound to carry out and implement its decree in accordance with its tenor, which in turn would imply that the property should be correctly described with the proper boundaries. That is all that has been done by the lower court in approving the draft sale deed. The plaintiff has only incorporated the boundaries from Ext. D2, the sale deed in favour of the petitioner. In the absence of any dispute that this was the property which was the subject matter of Ext.P2 also, the lower court has only acted rightly in approving the draft sale deed."

23. The facts and circumstances of the cases and the principles and parameters laid down in the above referred judgments drive this Court towards an irresistible conclusion that the petitioner herein has totally failed in making out a case, warranting any interference or indulgence of this Court under Section 115 of the Code of Civil Procedure. The contentions sought to be pressed into service by the learned counsel for the petitioner are liable to be rejected as being devoid of any merit. The fact remains that the decree holder is seeking specific performance of contract in respect of the property within the boundaries as mentioned in the suit agreement of sale and decree only and in the name of mis-description of one of the survey numbers, the legitimate right of the decree holder cannot be permitted to be frustrated. Therefore, this Court is of the considered opinion that the Court below correctly exercised its jurisdiction to enable the decree holder to get the fruits of the decree.

24. In the instant case the entire effort of the judgment debtor is obviously to get the suit claim frustrated, which cannot be permitted.

25. For the aforesaid reasons and having regard to the principles laid down in the above-referred judgments and taking into consideration the totality of the circumstances these revisions are dismissed. There shall be no order as to

costs. The Miscellaneous Petitions, if any, pending in these Civil Revision Petitions shall stand closed.

A.V. SETHA SAI, J

March 30, 2015

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