

THE HON'BLE SRI JUSTICE M.SATYANARAYANA MURTHY

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APPEAL SUIT No.2133 of 2000

JUDGMENT:

Defendant No.7 in the suit O.S.No.39 of 1994 on the file of Senior Civil Judge, Tadepalligudem, preferred this appeal challenging the judgment and decree, dated 26.06.2000, whereunder the relief of specific performance was granted.

2. For convenience, the ranks given to the parties before the trial Court in O.S.No.39 of 1994 will be adopted throughout the judgment.

3. The plaintiff filed the aforesaid suit for specific performance contending that the defendants are owners of the schedule property and they succeeded the schedule property from their father. After death of their father, defendant No.7 filed a suit O.S.No.310 of 1991 on the file of District Munsif, Tadepalligudem, against defendants 1 to 6. All the defendants agreed to sell the schedule property and executed an agreement of sale, dated 27.05.1992 for a total sale consideration of Rs.1,07,468/- and the plaintiff paid an amount of Rs.5,000/- towards advance, while agreeing to pay the balance sale consideration within 45 days from the date of execution of agreement of sale and accordingly, obtained the sale deed. The defendants agreed to deliver vacant possession of the schedule property after withdrawing the suit O.S.No.310 of 1991 before executing the registered sale deed.

The plaintiff is always ready and willing to perform his part of contract and demanded the defendants to produce necessary documents evidencing withdrawal of the suit O.S.No.310 of 1991, but, the defendants are postponing the same on one pretext or the other. In those circumstances, the plaintiff had no other alternative, got issued legal notice on 06.08.1992 calling upon the defendants to execute a registered sale deed, after receiving balance sale consideration. But, the 7th defendant alone issued reply with false allegations contending that the claim of the plaintiff is barred by time; that the plaintiff is not entitled to claim the primary relief of specific performance, while referring the default clause mentioned in the agreement of sale; and that the agreement of sale is deemed to have been cancelled. Defendant No.7 also denied the right

of the plaintiff to claim relief of specific performance, though parties never intended that time is essence of the contract. Therefore, the plaintiff has no other alternative except to file the present suit for specific performance and alternative relief of refund of advance amount and damages for breach of contract.

4. Defendants 1 and 2 filed written statement, while admitting about execution of an agreement of sale, contended that the 7th defendant filed a suit in O.S.No.310 of 1991 basing on a forged Will said to have been executed by late Gangachalam, and the said suit is pending. Prior to agreement of sale, there was a settlement between defendants 1 to 7 and the same is within the knowledge of the plaintiff. At the time of agreement of sale, the defendants agreed to execute a regular sale deed within the stipulated time. They further contended that there is a term in the agreement of sale that time is essence of the contract with incorporation of a default clause in the agreement itself. But, the plaintiff failed to pay balance sale consideration within the time stipulated and thereby committed breach of terms and conditions of the agreement, hence the plaintiff is not entitled to claim the relief of specific performance and alternative relief of refund of advance amount.

5. Defendant No.4 filed a separate written statement, while admitting about execution of an agreement of sale for Rs.1,07,468/- and receipt of Rs.5,000/- towards advance amount, contended that he did not sign on the agreement of sale and denied his obligation to execute a registered sale deed and prayed to dismiss the suit.

6. Written statement filed by defendant No.4 was adopted by defendants 3, 5 and 6 by filing a Memo.

7. Defendant No.7 filed separate written statement admitting about execution of an agreement of sale agreeing to sell Ac.2.68 cents in R.S.No.174/3, originally belonging to Tangella Gangachalam, who executed a Will, bequeathing his property to defendant No.7, during his life time in sound and disposing state of mind. Thus, defendant No.7 succeeded the estate of Gangachalam as a legatee under the said Will. On account of mediation in the presence of elders, the defendants agreed to withdraw the suit O.S.No.310 of 1991 and agreed to share the sale proceeds equally and accordingly,

executed an agreement of sale. He further contended that time is essence of the contract and though the plaintiff has agreed to pay the balance sale consideration within 45 days, he failed to pay the same within the stipulated time and thereby the contract is deemed to have been terminated in view of default clause incorporated in the agreement of sale. Therefore, the plaintiff is not entitled to claim the main relief of specific performance and hence, he prayed for dismissal of the suit.

8. Basing on the above pleadings, the trial Court framed the following issues:

- 1) Whether the agreement of sale, dated 12.07.1992, is true and valid?
- 2) Whether the plaintiff is entitled for specific performance of the contract?
- 3) Whether the plaintiff is entitled to claim for refund of advance amount of Rs.31,250/- with interest at 12% p.a. as alternative relief?
- 4) To what relief?

9. During trial, on behalf of the plaintiff, P.Ws.1 and 2 were examined, Exs.A.1 to A.11 were marked. On behalf of the defendants, D.W.1 was examined, but no documents were marked. Defendants 3 to 6 remained *ex parte* at the time of trial and 7th defendant alone contested the suit.

10. Upon hearing argument of both the counsel and upon perusing oral and documentary evidence on record, the trial Court granted the main relief of specific performance of agreement of sale, holding that time is not the essence of contract; and that the plaintiff is ready and willing to perform his part of contract under the agreement of sale. Aggrieved by the said decree and judgment, defendant No.7 filed the present appeal raising several contentions urged in the grounds of appeal:

(A) Withdrawal of the suit O.S.No.310 of 1991 is not a condition in the agreement of sale, but the condition is that the balance sale consideration has to be paid within the time stipulated and therefore, the defendants are not under the obligation to withdraw the suit O.S.No.310 of 1991 prior to payment of balance sale consideration within the stipulated time, but, the trial Court did not appreciate this aspect of the case and failed to consider the order of performance fixed in the agreement of sale and committed an error.

(B) The trial Court also did not consider the default clause incorporated in Ex.A.1-agreement of sale for non-payment of balance sale consideration

within the stipulated time and passed the decree in favour of the plaintiff erroneously holding that plaintiff has proved his readiness and willingness to pay balance sale consideration and this finding is totally erroneous.

(C) As seen from the evidence of P.Ws.1 and 2, P.W.1 did not agree for inclusion of default clause in Ex.A.1-agreement of sale, and adduced evidence contrary to the terms and conditions in Ex.A.1 and the same were reduced into writing, though there is a bar under Section 91 of the Indian Evidence Act, 1872. But, the trial Court did not consider the purport of Sections 91 and 92 of the Indian Evidence Act and permitted them to adduce evidence. Therefore, the finding of the trial Court that time is not essence of the contract is an error apparent on the face of the record and finally, contended that when the plaintiff failed to pay the balance sale consideration within the stipulated time, he is disentitled to claim the main relief of specific performance since the agreement of sale deemed to have been terminated in view of default clause incorporated in Ex.A.1. The trial Court did not appreciate the evidence in right perspective and committed error, hence, he prays to allow the appeal by setting aside the decree and judgment, dated 26.06.2000 in O.S.No.39 of 1994 passed by the Senior Civil Judge, Tadepalligudem.

11. During the course of argument, learned counsel for defendant No.7/appellant would contend that when time is essence of contract, payment of balance sale consideration is delinked with performance of obligation imposed on the defendants for non payment of balance sale consideration, thereby disentitling the plaintiff to claim the main relief of specific performance. But, the trial Court did not consider the specific plea of the defendants in right perspective. He further contended that even if time is not essence of the contract, when the time is fixed in Ex.A.1 for payment of balance sale consideration, when and the plaintiff failed to pay the same within the stipulated time, it amounts to breach of contract, which disentitled the plaintiff to claim the main relief of specific performance of contract in view of Section 16-B of the Specific Relief Act. In support of his contention, he also drawn the attention of this Court to the judgments in **Saradamani Kandappan Vs. S.Rajalakshmi and others**^[1], **Chand Rani (dead) by L.Rs. Vs. Kamal Rani (dead) by L.Rs.**^[2] and in **Nirmala Anand Vs. Advent Corporation (P) Ltd., and others**^[3].

12. *Per contra*, learned counsel for the respondent/plaintiff contended that when time is not the essence of contract in sale of immovable property, non-payment of balance sale consideration within the stipulated time would not

amount to breach of the terms and conditions of Ex.A.1. He further contended that the default clause of termination of agreement of sale, if balance sale consideration is not paid within the stipulated time, was not incorporated in Ex.A.1 with the consent of the plaintiff and the same is substantiated by the evidence of P.Ws.1 and 2. Therefore, the trial Court rightly disbelieved Ex.A.1 with regard to termination of agreement of sale and rightly granted a decree in favour of the plaintiff and finally, he prays to dismiss the appeal by confirming the decree and judgment, dated 26.06.2000 in O.S.No.39 of 1994 passed by the trial Court.

13. Considering rival contentions and perusing oral and documentary evidence on record, including the decree and judgment under challenge, the points that arise for consideration are:

- 1) Whether time is essence of the contract and, if so, whether non payment of balance sale consideration within the stipulated time amounts to termination of contract, disentitling the plaintiff to claim the main relief of specific performance?
- 2) Whether the plaintiff is always ready and willing to perform his part of contract, if so, whether he is entitled to a decree for the relief of specific performance?
- 3) Whether the plaintiff is entitled for alternative relief of refund of advance sale consideration with interest?

14. **POINT Nos.1 and 2:**

Undisputedly, Ex.A.1- agreement of sale, dated 27.05.1992, was executed by defendants 1 to 7 in favour of the plaintiff agreeing to sell the schedule property for a total sale consideration of Rs.1,07,468/-. The terms incorporated in Ex.A.1 are not much in controversy, except termination of agreement of sale in the event of default in payment of balance of sale consideration. When I adverted to the terms and conditions in the agreement of sale, which was marked as Ex.A.1, it reveals that the plaintiff paid an amount of Rs.5,000/- as advance on the date of execution of Ex.A.1, while agreeing to pay the balance sale consideration of Rs.1,02,468/- within 15 days i.e., on 12.07.1992. The defendants agreed to execute a registered sale deed, either in the name of the plaintiff or in the name of his nominee, on receipt of balance sale consideration on proper stamps, at the expenses of the plaintiff. The defendants agreed to withdraw the suit O.S.No.310 of 1991 before registration

of a regular sale deed and agreed to deliver vacant possession of the schedule property. At the end of agreement of sale, a default clause was incorporated for termination of agreement of sale, in the event of failure to comply any of the terms and conditions.

15. As per the terms and conditions in Ex.A.1, it is clear that the plaintiff has to pay the balance sale consideration i.e., Rs.1,02,468/- on or before 12.07.1992, but, the plaintiff did not pay the same within the time. This condition is not disputed by the plaintiff, at any stage of the trial.

16. One of the contentions raised by the defendants is that in case the plaintiff failed to pay the balance sale consideration, the agreement of sale shall stand terminated and the plaintiff is not entitled to claim the main relief of specific performance. But, the plaintiff contended that the defendants never intended to treat that time is essence of the contract and he did not give any consent for incorporation of such condition, but, at the instance of some others, the said condition was incorporated in Ex.A.1- agreement of sale.

17. To disprove the default clause in Ex.A.1, the plaintiff himself was examined as P.W.1 and he specifically testified that he did not agree for incorporation of the term 'termination of the contract' in the agreement of sale. P.W.2 also supported the contention of the plaintiff and stated that he never intended to treat time is essence of the contract, but it was incorporated at the instance of some others.

18. No doubt, the condition regarding termination of agreement of sale for non-payment of balance sale consideration was incorporated at the end of the agreement of sale, but it is in small letters and it appears to have been adjusted within the available space. Though, the agreement was with the plaintiff till it was filed into the Court, he never disputed about the term relating to 'termination of the contract' for default in payment of balance of sale consideration within stipulated time. Even in the notice, no such contention was raised that the condition relating to termination of the contract was incorporated without his consent and at the instance of any third party. But, for the first time, in the evidence, it is contended that such term was included in the agreement of sale without his consent. Therefore, there is no factual foundation to such contention in the legal notice, which discloses the earliest

version of the plaintiff before filing the suit. Thus, the contention of the plaintiff that the term 'termination of the contract' was incorporated without his consent is not acceptable for the above reason.

19. As seen from the recitals in Ex.A.1, the plaintiff agreed to pay balance sale consideration of Rs.1,02,408/- within 15 days i.e., on or before 12.07.1992. Ex.A.2-notice also discloses the said fact. The obligation imposed on the defendants is to withdraw the suit O.S.No.310 of 1991 on the file of District Munsif Court, Tadepalligudem, before registration of a regular sale deed. But, payment of balance sale consideration is not linked with the withdrawal of the suit O.S.No.310 of 1991 and when payment of balance sale consideration is delinked with withdrawal of suit, the obligation on the part of the plaintiff is to pay the balance sale consideration within the stipulated time i.e., on or before 12.07.1992. But, the plaintiff failed to pay the balance sale consideration as agreed in Ex.A.1. In view of default clause incorporated in Ex.A.1 that in case the plaintiff fails to pay the balance sale consideration within the stipulated time, the agreement of sale would stand terminated or cancelled. Therefore, time is essence of the contract and failure to pay the balance sale consideration amounts to breach of terms and conditions of the agreement of sale.

20. The agreement of sale of immovable property is a reciprocal promises and order of performance of such reciprocal promises is prescribed under Section 52 of the Indian Contract Act. According to Section 52 of the Indian Contract Act, where the order in which reciprocal promises are to be performed is expressly fixed by the contract, they shall be performed in that order; and, where the order is not expressly fixed by the contract, they shall be performed in that order, which the nature of the transaction requires.

21. In the present case, the order of performance is fixed. In Ex.A.1-agreement of sale itself it was mentioned that the plaintiff shall pay the balance sale consideration on or before 12.07.1992 and an obligation was imposed on the defendants to withdraw the suit O.S.No.310 of 1991 before registration of regular sale deed. Thus, payment of balance sale consideration is not linked with the withdrawal of the suit O.S.No.310 of 1991, and in such case, the plaintiff is bound to pay the balance sale consideration within the stipulated time, notwithstanding withdrawal of suit.

22. In similar circumstances, the Hon'ble Supreme Court in **Saradamani Kandappan's case** (1supra), held as follows:

"The order of performance of reciprocal promises does not depend upon the order in which the terms of the agreement are reduced into writing. The order of performance should be expressly stated or provided, that is, the agreement should say only after performance or obligations of vendors, the purchaser will have to perform her obligations. In the present case, the agreement of sale expressly provided that the purchaser shall pay the balance sale consideration within the time schedule as specified. The payment of sale price was delinked from execution of sale deed. The purchaser had to fulfil her obligation in regard to payment of price sale thereafter, vendors were required to perform their reciprocal promise of executing the sale deed, whenever required by the purchaser. The agreement provided specifically that having paid the balance price, if the purchaser is not satisfied about the title and on being intimated about the same if the vendors fail to satisfy the purchaser about their title, all amounts paid towards the price should be refunded to purchaser. This clearly demonstrates that the payment of balance of sale price in terms of the contract was not postponed nor made conditional upon the purchaser being satisfied about the title, but that payment of the balance price should be made to the vendors as agreed unconditionally. In such circumstances, the plea of purchaser that since clause providing that execution of the sale deed shall depend upon the purchaser getting satisfied regarding title to the lands and that properly is not subject of any encumbrance; precedes clause requiring payment of balance consideration in three instalments, the satisfaction of the purchaser in regard to the vendor's title to the land and encumbrance, was a condition precedent for payment of the balance consideration cannot be accepted. Since Section 52 cannot come in aid of purchaser to save his non-payment of balance consideration within time fixed when time was essence of contract. Therefore, the failure of the appellant purchaser to pay the balance sale consideration within time fixed, clearly amounted to breach of contract. As the time for payment was, the essence of the contract, the respondents were justified in determining the agreement of sale. The rejection of the prayer for specific performance was, therefore, proper."

23. In **Chand Rani's case** (2 supra), a Constitutional Bench of the Honourable Apex Court held as follows:

"In case of immovable property, there is no presumption as to time being the essence of the contract. Even if it is not of the essence of the contract the court may infer that it is to be performed in a reasonable time if the conditions are (1) from the express terms of the contract (2) from the nature of property and (3) from the surrounding circumstances.

Wherein an agreement to sell the immovable property it was stipulated that amount in part was to be paid within ten (10) days of the

execution of the agreement and the balance has to be paid at the time of registration of deed and it was agreed that the vendor would redeem the property which was mortgaged and also obtain the Income Tax clearance certificate and the word 'only' was used twice i.e. to qualify the amount and to qualify the period of payment of such amount i.e., ten days it was held that the intention of the parties was to make time as essence of contract and in such case, when the purchaser was not ready and willing to pay the amount in part as agreed, before delivery of possession and income tax clearance certificate and redemption of property, it was contrary to the conditions of the agreement and the purchaser was not entitled to the specific performance of contract."

24. Learned counsel for the defendants drawn the attention of this Court to the judgment in **Voleti Rangaiah Vs. Adapa Satyanarayana and others**^[4], wherein this Court held, at para 24, as follows:

"Normally, time cannot be considered as the essence of the contract in respect of the agreements for sale of immovable properties. But, in this case, not only a date was fixed in the agreement for payment of balance sale consideration but the parties had agreed that on the failure of the plaintiff to pay the balance sale consideration on 25.08.1983, on the next day the agreement shall stand cancelled and the sale consideration already paid shall be refunded to the plaintiff after schedule property was sold away by the defendants. The conduct of the parties, as apparent from the evidence on record that both of them treated this date as crucial and adduced meticulous evidence to show that they went to Sub-Registrar's office on that day would also show that the date fixed in the agreement of sale was considered as determinative. Considering the terms in the agreement and the conduct of the parties and exchange of notices Exs.A-4 to A-6, in this case, time must be held to be the essence of the contract."

25. Similarly, another judgment in **Andhra Graphite (P) Ltd. rep. by its Managing Partner**^[5], this court held that when the plaintiff failed to discharge his obligation in respect of payment of balance sale consideration as fixed in the agreement and as undertaken by him, the plaintiff is disentitled to claim the relief of specific performance of agreement of sale.

26. In **P.Purushottam Reddy and another Vs. Pratap Steels Ltd.**,^[6] following the judgment in **Chand Rani's case (2 supra)**, the Hon'ble Apex Court reiterated the same principle.

27. In a recent judgment in **Pemmada Prabhakar and others Vs. Youngmen's Vysya Association and others**^[7], the Hon'ble Apex Court

held that when the time was fixed for payment of balance sale consideration and non-payment of same within the stipulated time amounts to breach of contract under Section 16-B of the Specific Relief Act. On this ground also, it can safely be concluded that the plaintiff failed to discharge his obligation to pay the balance sale consideration, though time was treated as essence of the contract, and such conduct disentitled the plaintiff to claim the main relief of specific performance. Apart from that, in view of default clause incorporated in Ex.A.1-agreement of sale, the agreement of sale is deemed to have been terminated due to non-payment of balance sale consideration. Therefore, the evidence on record clearly established that as the plaintiff miserably failed to pay the balance sale consideration within the stipulated time, the agreement of sale was terminated in view of default clause incorporated in Ex.A.1. In those circumstances, the plaintiff is disentitled to claim the main relief of specific performance.

28. One of the contentions raised by the plaintiff is that he has always been ready and willing to perform his part of obligation under the agreement of sale, which is a mandatory requirement under Section 16 (c) of the Specific Relief Act. In view of Section 16 (c) of the Specific Relief Act, the plaintiff must not only plead, but also prove his readiness and willingness throughout. In the present case, the plaintiff, though pleaded that he is always ready and willing to perform his part of contract under Ex.A.1 and testified about his financial status regarding possessing properties at various places, did not pay the balance sale consideration within the stipulated time. Mere possessing properties by itself is not a sufficient ground to grant the main relief of specific performance. However, he deposited the balance sale consideration on the date of filing of the suit after obtaining permission of the Court. That would not absolve his liability from payment of balance sale consideration within the stipulated time. The plaintiff though agreed to pay the balance sale consideration on or before 12.07.1992, while pleading readiness and willingness to perform his obligation in the notice itself 06.08.1992, did not evince any interest to call upon the defendants to execute a regular sale deed by receiving balance sale consideration. This conduct would clearly show that the plaintiff was not ready and willing to perform his part of contract, though he is financially sound and possessed substantial property. Thus, the plaintiff miserably failed to prove his readiness and willingness by adducing

satisfactory and cogent evidence. The trial Court, only believing the evidence of P.Ws.1 and 2, that the parties never intended to treat that time is essence of the contract, concluded that the time was not essence of the contract. This approach of the trial Court is totally contrary to the principles laid down in **Chand Rani's case (2 supra)** and **Saradamani Kandappan's case (1 supra)** and the other judgments cited supra. Therefore, the finding of the trial Court is erroneous and the decree and judgment, dated 26.06.2000 in O.S.No.39 of 1994 are liable to be set aside.

29. Accordingly, these two points are answered in favour of the defendants and against the plaintiff.

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30. Learned counsel for the defendants has drawn the attention of this Court to the judgment in **Zarina Siddiqui Vs. A.Ramalingam Alias**

R.Amarnathan ^[8], wherein the Honorable Apex Court held thus:

“The remedy for specific performance is an equitable remedy. The court while granting decree of specific performance exercises its discretionary jurisdiction. Section 20 of the Specific Relief Act specifically provides that the court's discretion to grant decree of specific performance is discretionary but not arbitrary. Discretion must be exercised in accordance with sound and reasonable judicial principles.

The equitable discretion to grant or not to grant a relief for specific performance also depends upon the conduct of the parties. The necessary ingredient has to be proved and established by the plaintiff so that discretion would be exercised judiciously in favour of the plaintiff. At the same time, if the defendant does not come with clean hands and suppresses material facts and evidence and misleads the court then such discretion should not be exercised by refusing to grant specific performance. If a party to a lis does not disclose all material facts truly and fairly but states them in distorted manner and misleads the Court, the court has inherent power to exercise its discretionary jurisdiction in order to prevent abuse of process of law.

In this case, although Defendant 2 held a registered power of attorney on behalf of Defendant 1 to sell and dispose of the property, but the defendants not only made a false statement on affidavit that the power of attorney had authorized the second defendant only to look after and manage the property but also withheld the said power of attorney from the court in order to misguide the court from the truth of the facts. Further, by registered agreement the defendants had agreed to sell the suit premises after receiving advance consideration

but they denied the existence of the agreement in their pleading. Such conduct of the defendants disentitles them to ask the court for exercising discretion in their favour by refusing to grant a decree for specific performance.”

31. He also drawn the attention of this Court to the judgment reported in **Pemmada Prabhakar and others Vs. Youngmen’s Vysya Association and others** ^[9], wherein the Hon’ble Apex Court discussed about the power of the Court to grant discretionary relief under Section 20 of the Specific Relief Act. However, finally, it is concluded that when the plaintiff failed to pay the installments of balance sale consideration within the time stipulated in the agreement of sale, the same amounts to breach of contract and thereby the plaintiff is not entitled to claim the specific performance in view of the breach committed by the plaintiff under Section 16-B of the Specific Relief Act.

32. In view of the principle laid down in the above judgment, in the present case, the plaintiff did not pay the balance sale consideration within 45 days before 12.07.1992. As, the plaintiff has not approached the Court with clean hands, he is not entitled to claim the relief of specific performance.

33 **POINT No.3:**

The plaintiff claimed the alternative relief of refund of advance amount of Rs.5,000/- paid under Ex.A.1. The suit was filed within three (3) years from the date of execution of Ex.A.1-agreement of sale. Therefore, the suit claim is within time. However, learned counsel for the appellant, across the Bench, agreed for grant of alternative relief of refund of advance amount of Rs.5,000/- . In view of the consent given by the learned counsel for appellant and as the claim of the 1st respondent/plaintiff is within the time, I find that it is a fit case to grant alternative relief of refund of advance amount of Rs.5,000/- together with interest at 12% per annum from the date of Ex.A.1 till the date of decree and further interest at 6% per annum from the date of decree till realization. Accordingly, the point is answered.

34. In the result, the appeal is allowed setting aside the decree and judgment, dated 26.06.2000, in O.S No.39 of 1994 passed by the Senior Civil Judge, Tadepalligudem. However, decreed the suit in part granting alternative relief of refund of advance amount of Rs.5,000/- together with interest @ 12%

per annum from the date of Ex.A.1 till the date of decree and further interest @ 6% p.a. from the date of decree till realization against the defendants. There shall be no order as to costs.

35. Miscellaneous petitions, if any, pending in this appeal shall stand closed.

M.SATYANARAYANA MURTHY, J

AUGUST 28, 2015
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THE HON'BLE SRI JUSTICE M.SATYANARAYANA MURTHY

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Dt: 28.08.2015

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[\[1\]](#) AIR 2011 SC 3234

[\[2\]](#) AIR 1993 SC 1742

[\[3\]](#) (2002) Supp. (2) SCR 706

[\[4\]](#) 2000 (6) ALT 109

[\[5\]](#) 2011 (3) ALT 160

[\[6\]](#) (2002) 2 Supreme Court Cases 686

[\[7\]](#) (2015) 5 Supreme Court Cases 355

[\[8\]](#) (2015) 1 Supreme Court Cases 705

[\[9\]](#) (2015) Supreme Court Cases 355