

THE HON'BLE SRI JUSTICE RAMESH RANGANATHAN

AND

HON'BLE SRI JUSTICE M.SATYANARAYANA MURTHY

CIVIL REVISION PETITION NO.4515 OF 2014

ORDER (per MSM,J):

The petitioner in I.A.(S.R.) No.6025 of 2011 in O.S.No.162 of 2011, who is defendant in the said suit on the file of III Senior Civil Judge, City Civil Court, Secunderabad, preferred this revision against the impugned decree and order dated 21.09.2012, whereby the petition filed under Section 8 of the Arbitration Act was dismissed/rejected.

2. For convenience sake, the parties hereinafter referred to as arrayed in I.A.(S.R.) No.6025 of 2011 in O.S.No.162 of 2011.

3. The petitioner/defendant filed a petition under Section 8 of the Arbitration and Conciliation Act,1996 (in brief 'the Act'), alleging that the respondents/plaintiffs filed the suit for recovery of possession and mesne profits against the petitioner though there is an arbitration clause in the agreement. It is specifically contended that the respondents pleaded in para-3 of the plaint that there was an agreement between the petitioner and respondents for appointment of one P.V.Subba Rao as arbitrator for interpretation of the agreement. In view of the arbitration clause, the dispute before the civil Court has to be referred to the arbitrator to settle the dispute between the petitioner and respondents, as the respondents themselves admitted about arbitration clause for referring the dispute to P.Subba Rao and the suit is not maintainable before a civil Court. Hence, the

petitioner sought to refer the matter to arbitrator, invoking arbitration clause contained in the agreement as pleaded by the respondents and prayed to refer the dispute between the petitioner and respondents to the arbitrator, P.Subba Rao for settlement and to grant of stay of all further proceedings.

4. Upon hearing argument of both the counsel, the trial Court dismissed the petition on the ground that the arbitral dispute is only for interpretation of terms of agreement but not for resolving any other disputes. Therefore, the dispute for recovery of possession and mesne profits is beyond the scope of arbitration clause and dismissed the petition.

5. The petitioner, being unsuccessful before the trial Court, preferred this revision under Article 227 of the Constitution of India, raising several contentions, mainly contending that the trial Court did not interpret the arbitration clause in proper perspective and the Courts are supposed to interpret the terms of contract basing on the intention of the parties and inadvertent drafting of clause itself is not sufficient to decline the relief and prayed to allow the revision and refer the matter to arbitrator, P.Subba Rao for settlement of dispute in this suit.

6. During the course of argument, the learned counsel for the petitioner, Sri P.Prabhakar would contend that the Court has to interpret the clauses of the contract based on the intention of the parties incorporating such clause but failure to interpret the clause in the agreement or contract would cause prejudice to the petitioner, if the intention of the parties is taken into consideration, while incorporating clause No.8 in the agreement as pleaded in the plaint, it is clear that the intention of the petitioner and respondents is only to refer any dispute relating to

the contract, to P.Subba Rao appointing him as an arbitrator. But the trial Court on an erroneous interpretation of the clause regarding arbitration, dismissed the petition erroneously and relied on **Punjab State v. Dina Nath**^[1], **S.N.Prasad Hitek Industries (Bihar) v. Monnet Finance Limited**^[2] and **Jagdish Chander v. Ramesh Chander**^[3].

7. Whereas, Sri Narender Reddy, learned Senior Counsel, appearing for respondents raised three contentions. The first contention is that the arbitration clause incorporated in the alleged contract is only to refer the document for interpretation of clauses of contract to P.Subba Rao but not for any other purpose whereas the dispute in this matter is with regard to recovery of possession and mesne profits. Therefore, the dispute is not within the scope of arbitration clause referred in the plaint.

8. The second contention is that the petitioner did not comply Section 8(2) of the Act i.e., filing of original agreement or duly certified copy of the agreement, which consists of arbitration clause.

9. The third contention is that the document is to be interpreted basing on the language used in the document taking literal meaning and intention of the parties is irrelevant when there is no ambiguity in the language used in the arbitration clause in the agreement.

10. Basing on the above three contentions, the learned Senior Counsel contended that the interpretation of the arbitration clause by the trial Court is based on the settled principles of law. Consequently, the revision deserves to be

dismissed, as it is devoid of merits and prayed to dismiss the petition.

11. Considering the contentions of both the counsel, the point for consideration is:

“Whether the arbitration clause covered reference of the dispute relating to delivery of possession and mesne profits, if not, is the impugned order be sustained?”

12. This revision is preferred under Article 227 of the Constitution of India, the powers of revision under Article 227 are limited, this Court can exercise supervisory powers under Article 227, over all the Courts and Tribunals subordinate to it throughout the State. In fact the power under this Article casts upon this Court is to keep the inferior Courts and Tribunals within the limits of their authority and that they did not cross the limits, ensuring the performance of duties by such Courts and Tribunals in accordance with law. Only the wrong decisions may not be a ground for exercise of jurisdiction under Article 227 of the Constitution of India. Unless the wrong is referable to Court, dereliction of duty and frequent abuse of power by the subordinate Courts and Tribunals resulting in grave injustice to any party (vide *Ouseph Mathai and others v. M. Abdul Khadir*^[4])

13. As per Article 227 of the Constitution of India, the Court can exercise powers sparingly with utmost care. It is purely discretionary in nature and such discretion has to be exercised with great circumspection and care.

14. This Court while exercising power under Article 227 can exercise its discretion in the following circumstances:

- a) When the inferior court assumes jurisdiction erroneously in excess of power.
- b) When refused to exercise jurisdiction.

- c) When found an error of law apparent on the face of record.
- d) Violated principles of natural justice.
- e) Arbitrary or capricious exercise of authority or discretion.
- f) Arriving at a finding which is perverse or based on no material.
- g) A patent or flagrant error in procedure.
- h) Order resulting in manifest injustice.
- i) Error both on facts and law or even otherwise.

15. In the following circumstances this Court cannot exercise its discretion under Article 227 of the Constitution of India:

- a) Where the only question involved is one of interpretation of deed (New Gujarat Cotton Mills Ltd. vs Labour Appellate Tribunal^[5]).
- b) On question of admission or rejection of particular piece of evidence, even though the question may be of everyday recurrence.
- c) To correct erroneous exercise of jurisdiction, as a Court of revision.
- d) To set aside an intra vires finding of the fact, except where it is founded on no material or is perverse.
- e) to correct an error of law, not being an error apparent on the face of the record
- f) to interfere with the intravires exercise of discretionary power, unless it is violative of principles of natural justice
- g) The Court shall not interfere on a merely technical ground which would not advance substantial justice.

16. In New Gujarat Cotton Mills Ltd.(supra) while relying on

Waryan Singh v. Amarnath^[6], held in para-9 as follows:

“Even if it be possible to take a view different from the one which has appealed to the labour appellate Tribunal on the interpretation of sale deed, we do not think in exercising jurisdiction under Article 227 of the Constitution we have any power to interfere with the conclusions of that Tribunal”

17. In the instant case, the dispute is only with regard to interpretation of clause (8) in paragraph No.3 of the plaint, regarding the reference of dispute with regard to interpretation of clauses in the contract to P.Subba Rao, if, the principle laid down by Bombay High Court applied to the present facts of the case, this Court cannot exercise its jurisdiction under Article 227 of the Constitution of India, since, the only ground raised in this revision is interpretation of the clause in the agreement.

18. Normally, the question of interpretation would arise when there is an ambiguity in the language used in the document but the language used in the clause 8 of para 3 of the plaint is not ambiguous and the clauses are extracted here under for better appreciation.

- (i) Sale of Suit property at Rs.45 lakhs with BRS by defendant/tenant or Rs.48 lakhs with BRS by plaintiffs/landlords, to be opted by plaintiffs on or before 25-07-2009.
- (ii) 30th September fixed date for payment and registration or agreement of sale with GPA. Tenancy terminated mutually w.e.f.30-09-2009.
- (iii) From 1st October, 2009 on default of sale amount payment of Rs.30,000/- per month and eviction followed and forfeiture of Rs.5 lakhs paid towards advance sale consideration;
- (iv) Tenancy terminated w.e.f. 30-09-2009 on registration or failure of registration;
- (v) Rs.5 lakhs advance to be forfeited on 30-09-2009 if no registration done by defendant/tenant. No

- review of any terms of this agreement.
- (vi) Sunil Ganu to make agreement of sale/sale deed –fees by both 50:50 to the lawyer Mr.Ganu;
 - (vii) If plaintiffs/landlords does not register when defendant/tenant is ready then Rs.12,500/- per month interest shall be paid to defendant/tenant. Defendant/tenant will pay Rs.30,000/- per month as mesne profits w.e.f 1-10-2009 if he still continue in occupation without getting the registration. Defendant/tenant shall pay normal rent until registration on full payment of purchase consideration. Plaintiffs/landlords cannot go back on sale of flat @ Rs.48 lakhs;
 - (viii) ***Arbitrator is P.Subba Rao for interpretation of this agreement***
 - (ix) Suit property is sold as is where is basis in respect of title/sanction/measurements/condition.

19. It is evident from the clause (viii) mentioned in para 3 of plaint with regard to reference to arbitrator is unambiguous. However, the learned counsel for the revision petitioner would contend that the Court has to interpret the document, taking into consideration, the intention of the parties and placed reliance on a judgment reported in **Punjab State v. Dina Nath**^[7], wherein a clause contained in the work order came up for consideration, any dispute arising between the contractor and the contractee society shall be referred to the Superintendent Engineer, Anandpur Sahib, Hydrel Construction Division, Chandigar and his decision will be final and acceptable/binding on both the counsel. The Supreme Court in para-14 of the same judgment interpreted the meaning of any dispute and held that it is wide enough to include all disputes relating to the said work order.

20. But in the present case in view of the plain language used in the clause (8) of para 3 of plaint, it is evident that when there is a dispute with regard to interpretation of the agreement, the matter has to be referred to P.Subba Rao, arbitrator. Hence,

the principle laid down by Apex Court has no application.

21. Learned counsel for the revision petitioner further drawn the attention of this Court in **S.N.Prasad, Hiteck Industries (Bihar) Limited v. Monnet Finance Limited**^[8], where the Apex Court ruled as follows:

“The words, “statement of claim and defence” occurring in Section 7(4) (c) of the Act, are not restricted to the statements of claim and defence filed before the arbitrator. If there is an assertion of existence of an arbitration agreement in the any suit, petition or application filed before any court, and if there is no denial thereof in the defence/counter/written statement thereto filed by the other party to such suit, petition or application, then it can be said that there is an ‘exchange of statements of claim and defence’ for the purpose of Section 7(4) (c) of the Act. If in the application filed under Section 11 of the Act, the applicant asserts the existence of an arbitration agreement with each of the respondent and if the respondents do not deny the said assertion in their statement of defence, the court can proceed on the basis that there is an arbitration agreement in writing between the parties.”

22. The principle laid down by the Apex Court is of no assistance regarding interpretation of clause relating to arbitration in the agreement. However, in para No.28 of the same judgment the Apex Court further observed that what is relevant for appointment of arbitrator is existence of arbitration agreement and not the defence on merits. In any view of the matter, the principle laid down by the Apex Court is of no avail to the revision petitioner.

23. The learned counsel further placed reliance on **Jagdish Chander v. Ramesh Chander**^[9], the Apex Court laid down the principle as to how a clause in the agreement, pertaining to reference to arbitration is to be interpreted basing on the earlier judgments. In para 8(1) held as follows:

“Clause in a contract cannot be construed as an ‘arbitration agreement’ only if an agreement to refer disputes or differences to arbitration is expressly or impliedly spelt out from the clause. We may at this juncture set out the well-settled principles in regard to what constitute an arbitration agreement.

1. The intention of the parties to enter into an arbitration agreement shall have to be gathered from the terms of the agreement. If the terms of the agreement clearly indicate an intention on the part of the parties to the agreement to refer their disputes to a private tribunal for adjudication and a willingness to be bound by the decision of such tribunal on such disputes, it is arbitration agreement. While there is no specific form of an arbitration agreement, the words used should disclose a determination and obligation to go to arbitration and not merely contemplate the possibility of going for arbitration in future, as contrasted from an obligation to refer disputes to arbitration, there is no valid and binding arbitration agreement.
2.
3.
4.”

24. Taking advantage of the principle laid down by the Apex Court the learned counsel for the revision petitioner contended that the intention of the parties is to be gathered while interpreting clause in the agreement. No doubt, the Courts are bound to interpret a document or clauses in a document, if the language used in the clause or document is ambiguous as per settled principles for interpretation of document laid down by the Apex Court in *catena* of decisions.

25. 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 endeavouring to achieve what the devil failed to do as devil does not know the intention of a man.

26. 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**^[10] 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.

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

27. 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. Here, there is nothing ambiguous in clause (viii) of para 3 of the plaint and the parties intended to refer the agreement to P.Subba Rao only to know the meaning of the terms of the agreement but not for any other purpose. Therefore, the arbitration clause is limited to the extent to refer the document/agreement for interpretation and not for resolving any disputes between the parties. In such a case, the Court need not look into the intention of the parties in interpreting

a particular clause in the agreement, when the language used in the document is unambiguous and clear. When there is a dispute with regard to interpretation of clauses of the contract, contract is to be referred to P.Subba Rao, the named arbitrator not for any other purpose.

28. In **Smt.Rukmanibai Gupta v. Collector, Jabalpur**^[11], clause 15 of the lease deed read with Rule 50 of Minor Mineral Rules, whenever any doubt, difference or dispute arose touching the construction of these presents of lease deed on the question of payment of royalty, the matter in dispute is therefore being referred to the State Government for decision came up for consideration. But the principle laid down in the above judgment relied on by the learned counsel for the revision petitioner is of no use because the clause contained in the lease deed in the facts of the above judgment embraces all differences or disputes with regard to lease have to be referred to the arbitrator. But, here there is no doubt or ambiguity in the language used in Clause (viii) of para 3 of the plaint.

29. According to the contention of the learned counsel for the petitioner, the parties are intended to refer any dispute to the arbitrator but due to inartistic drafting, the specific words about the reference of any dispute was not mentioned in the agreement. But such contention cannot be accepted for the reason that the entire document is not before us to know the intention of the parties after reading the entire document. However in **VISA International Ltd. v. Continental Resources**

(USA) Ltd^[12], the Supreme Court held in para 25 as follows:

“ No party can be allowed to take advantage of inartistic drafting of arbitration clause in any agreement as long as clear intention of parties to go for arbitration in case of any future

disputes is evident from the agreement and material on record including surrounding circumstances”

30. In the instant case, the clause relating to reference of dispute to the arbitrator is unambiguous and no part of the clause creates any amount of doubt or ambiguity to consider the intention of the parties. By strict interpretation of the clause, taking into consideration of literal meaning of the words used in the clause, we find no reason to interpret in any other manner than the interpretation given by the trial Court. Therefore, we are unable to conclude that the clause covers the reference of any other dispute with regard to the contract as contended by the learned counsel for revision petitioner.

31. In **Gaya Electric Supply Co. Ltd. V. State of Bihar**^[13], similar question came up for consideration and the Apex Court in para-6 held as follows:

“From the language of the Section, it is quite clear that the legal proceeding which is sought to be stayed must be in respect of a matter which the parties have agreed to refer and which comes within the ambit of the arbitration agreement. Where, however, a suit is commenced as to a matter which lies outside the submission, the Court is bound to refuse a stay.....”

32. In **Atul Singh v. Sunil Kumar Singh**^[14], the question before Supreme Court was that as to interpretation of clause to find out whether the dispute is within the arbitration clause came up for consideration and the Apex Court held that when the relief claimed in the suit could be granted by civil Court and not by arbitrator, such dispute cannot be referred. Further held that compliance of Section 8(2) of the Act is mandatory.

33. The Division Bench of this Court rendered in **Andhra**

Co-operative Spinning Mills Ltd., Guntakal v.

C.Srinivasan^[15], at para-12 held as under:

“The submission to arbitration being governed by a written contract, the terms of that contract must be looked into when a question arises as to whether the arbitration clause governs the dispute. Arbitration clauses, as is well-known, very widely in their language because they incorporate the desire of the parties to refer to arbitration such matters as they please.

Recourse therefore must be had to the language used to determine whether the clause embraces any question which may arise between the parties in any way relating to the contract. If the dispute is that the contract, which contains the clause, had not been executed or entered into at all or where one of the parties contends that it is void ab initio or that it is illegal, the arbitration clause cannot operate, nor can an issue go before an arbitration.

Where, one of the parties claims to recover some amounts under the agreement and other party denies and negatives this claim as not arising under the terms of the agreement or as not complying with the condition precedent to the making of a claim specified in the terms of the agreement, the arbitration clause would ex facie become applicable.

Whether a dispute falls within an arbitration clause in a contract, as Viscount Simon put it must depend on what is the dispute and what disputes the arbitration clause covers. In Heyman’s case (D) the arbitration clause was comprehensive and covered the dispute between the parties ‘in respect of the agreement or in respect of any provision in the agreement, or in respect of anything arising out of it’

What has to be determined in this case, irrespective of the validity of the claim and the counter claim of the parties, be it untenable, frivolous or vexatious, is whether the dispute is one which involves the interpretation of the contract or which arises there under. It will be deemed to arise under the contract for the purposes of the arbitration clause if recourse is had to the terms of the contract itself, as negating the claim of the respondent or as establishing the claim of the appellant.”

34. On close analysis of the above judgments, the recourse open to the Court is to advert to the language used in the document to determine whether clause embraces any question which may arise between the parties or not. In the

present case, the clause (viii) of para 3 of plaint covered reference of agreement to the arbitrator P.Subba Rao only for limited purpose of 'interpretation' of the agreement, not the dispute regarding recovery of possession and mesne profits. Therefore, the dispute in the suit is outside the purview of the arbitration clause contained in the agreement as referred in para-3 of the plaint. In such a case, the civil Courts cannot refer the dispute by exercising power under Section 8 of the Act to the Arbitrator, named therein.

35. On over all consideration of entire material available on record, it is evident that the clause referred to in the earlier paras referring to arbitrator is unambiguous and the intention of the parties need not be looked into, since, intention would not prevail when the language used in the condition is unambiguous. Therefore, on strict construction of the condition relating to reference to arbitration, the trial Court rightly declined to grant the relief to the petitioner.

36. In view of the limited powers of this Court under Article 227 of the Constitution of India as discussed in the earlier paras. The case on hand would not cover any of the circumstances referred to above, to exercise discretion to grant relief. That apart we find no illegal exercise or failure to exercise the power conferred on the trial Court in negating the relief. Hence, it is not a fit case for interference of this Court.

37. One of the contentions of Sri Narender Reddy, learned senior counsel is that the petition is not accompanied by copy of the arbitration agreement or duly certified copy, in compliance of Section 8(2) of the Act. According to Section 8(2) of the Arbitration and Conciliation Act, 1996, any application for reference of dispute mentioned in clause (1) shall not be

entertained unless it is accompanied by the original arbitration agreement or a duly certified copy thereof. The learned counsel for the petitioner contended that when the parties themselves accepted about the existence of the arbitration clause in the agreement in para 3 of the plaint, it is sufficient and the application need not be accompanied by the agreement or copy thereof. He has drawn the attention of this Court to Section 7 of the Act, which reads as under:

- (1) "arbitration agreement" means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.
- (2) An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.
- (3) An arbitration agreement shall be in writing.
- (4) An arbitration agreement is in writing if it is contained in—
 - (a) a document signed by the parties;
 - (b) an exchange of letters, telex, telegrams or other means of telecommunication which provide a record of the agreement; or
 - (c) an exchange of statements of claim and defence in which the existence of the agreement is alleged by one party and not denied by the other.

38. It is clear from Section 7 of the Act that the exchange of statements, letters etc., is sufficient to accept the existence of agreement for reference to arbitrator.

39. In the present case, in para 3 of the plaint, there is a reference of understanding dated 21.07.2009 which consists of clauses (i) to (ix). Clause No.(viii) is the relevant clause. Para 3 of the plaint did not spell out whether the understanding was reduced into writing and signed by the parties or not. When the agreement is not in writing and it is only an understanding, the alleged condition of agreement for reference would not fall within the ambit of Section 7 of the Act. In any view of the matter, it is

for the revision petitioner to file, if there is an understanding in writing duly signed by both parties along with the petition. However, it is wholly unnecessary for us to decide about maintainability of the petition in view of bar to entertain petition under Section 8(2) of the Act, as the petitioner himself admitted about the understanding and that apart we have already concluded in the earlier paras that this Court cannot exercise its discretionary power under Section 227 of the Constitution of India to interfere in the order in question.

40. In view of the foregoing discussion, we find no ground or legal infirmity which calls for interference of this Court, devoid of merits and deserves to be dismissed.

41. Accordingly, the Civil Revision Petition is dismissed confirming the order dated 21.09.2012 in I.A.(S.R.) No.6025 of 2011 in O.S.No.162 of 2011 on the file of III Senior Civil Judge, City Civil Court, Secunderabad. No costs.

42. Miscellaneous petitions pending if any, shall stand closed.

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RAMESH RANGANATHAN, J

M.SATYANARAYANA MURTHY, J

Date:

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[\[1\]](#) (2007) 5 SCC 28

[\[2\]](#) (2011) 1 SCC 320

[\[3\]](#) (2007) 5 SCC 719

[\[4\]](#) (2002(1) SCC 319

[\[5\]](#) AIR 1957 Bombay 111

[\[6\]](#) 1654 (1) SCR 565(C)

[\[7\]](#) (2007) 5 SCC 28

[\[8\]](#) (2011) 1 SCC 320

[\[9\]](#) (2007) 5 SCC 719

[\[10\]](#) (AIR 1973 SC 2609

[\[11\]](#) (1980) 4 scc 556

[\[12\]](#) [(**2009**) **2 SCC 55**]

[\[13\]](#) AIR 1953 SC 182

[\[14\]](#) AIR 2008 SC 1016

[\[15\]](#) AIR 1958 AP 158