HON'BLE SRI JUSTICE M. SATYANARAYANA MURTHY

APPEAL SUIT No.696 of 1997

JUDGMENT :

The defendants in O.S.No.184 of 1989 on the file of the
I Additional District Judge, Chittoor, preferred this appeal challenging the decree and judgment of the trial Court dated 17.12.1996, whereunder the suit was decreed, passing preliminary decree in favour of the plaintiff, directing defendant Nos.1 and 2 to render true and correct account of the Government arrack joint business carried on by the plaintiff and defendants during the excise year 1987-88 as per Ex.A.1 within two months, failing which, the plaintiff is entitled to file an application for passing a final decree in terms of the preliminary decree to ascertain the exact amount, which he is entitled to get from the defendants with interest as per law.

2. During pendency of this appeal, the plaintiff/respondent herein died and his legal representatives were brought on record as respondent Nos.2 to 8 vide orders dated 03.11.1999 in C.M.P.No.10196 of 1998. The appeal against respondent Nos.5 to 8 was dismissed for default vide Court order dated 17.10.2011.

3. For convenience of reference, the ranks given to the parties before the trial Court will be adopted through out

the judgment.

4. The plaintiff R. Periaswamy Nattar filed the suit for rendering true and correct account of the partnership business and to direct the defendants to refund the capital amount invested by him and for other reliefs, alleging that defendant Nos.1 and 2 induced the plaintiff to join in the partnership to carry on Government Arrack business and accordingly, the plaintiff invested Rs.1,50,000/- in the said business. Whereas, defendant No.1 had invested a sum of Rs.1,00,000/- and defendant No.2 invested a sum of Rs.50,000/-, apart from bank deposit of Rs.1,00,000/- on 09.08.1987 and entered into an agreement of partnership on the same day, in writing, incorporating several terms of partnership.

5. The plaintiff was a sleeping partner. Whereas, the defendants are active partners in the said business and as per the terms of agreement, the profit should be deposited into the bank and without the consent of the partners, no partner shall withdraw the amount and utilize for any purpose and proper accounts are required to be maintained by the Manager and after a period of nine months, the profit is to be worked out and distributed among defendant Nos.1 and 2 and plaintiff in ratio of 40:30:30 respectively. It was further agreed that the business should be run compulsorily for a period of one year and thereafter, if, there are any differences, the partners can work out their remedies.

6. The plaintiff specifically contended that even though the business was run on profits, none of the defendants cared to render true and correct account of the profits from the business. Thereupon, the plaintiff got issued a legal notice dated 28.11.1988 to the defendants calling upon the defendants to render true and correct account. But, the defendants did not render the account. Hence, the suit.

7. Defendant No.1 filed written statement and the same was adopted by defendant No.2 by filing adoption memo.

8. The specific contention of the defendants is that the plaintiff and defendants became partners in the Government arrack business. Defendant No.1 invested Rs.1,95,000/-, defendant No.2 invested Rs.1,46,000/- and the bank deposit was about Rs.2,00,000/- and there was credit to the tune of Rs.4,00,000/- in bank. There was an agreement with regard to the partnership business in terms of a written partnership deed dated 19.08.1987 and later, another agreement was entered into on 05.10.1987 with regard to the business, which was also reduced into writing and the later agreement dated 05.10.1987 empowered and authorized the plaintiff to manage the partnership business and also maintain accounts. Accordingly, the plaintiff was managing the partnership business and maintaining accounts in terms of the partnership agreement dated 05.10.1987. The plaintiff

entrusted with the management of the partnership and maintenance of accounts as he is well-versed in the business and maintenance of accounts and that the defendants have no experience in maintaining the accounts and defendant No.2 is an illiterate. The plaintiff was maintaining the accounts with the assistance of one Jayaram, who was a close friend and associate of the plaintiff. As per the terms of the partnership deed, the profits have to be invested in the business itself and the profits should be distributed among the partners in the ratio of 40:30:30. As such, the plaintiff is entitled to 30% share in the business profits.

9. Defendants further contended that an amount of Rs.1,53,000/- is still in the Bank of India, which was given as bank guarantee to the Excise Department at the time of entering into partnership business of the plaintiff and the defendants in arrack and toddy business in the year 1987. As per the terms and conditions of the partnership agreement dated 19.08.1987 and 05.10.1987, the plaintiff alone is liable to render true and correct account of the profits.

10. Defendants further contended that all the partners deposited Rs.1,90,000/- in the Bank of India and deposited an amount of Rs.1,85,000/- being the rent for one month at the time of participating in the bid in the auction for arrack shops and 24% thereon as earnest money deposit (EMD). They have also spent amount for

purchase of jeep and for meeting other expenses. All the details were noted in the account books maintained by the plaintiff, which are available with the plaintiff. If the account books are produced, they would disclose the correct amount payable to each of the partners.

11. The defendants further contended that the plaintiff filed only partnership deed dated 19.08.1987, suppressing the partnership agreement dated 05.10.1987 with ulterior motive and that the suit is vexatious and there are no merits in the suit, there is no cause of action for the suit. The defendants denied their liability to render true and correct account and that the suit is not maintainable under law and finally prayed to dismiss the suit.

12. On the strength of the above pleadings, the trial Court framed the following issues:

1. Whether the suit is maintainable?
2. Whether the amounts invested are true as stated by the plaintiff?
3. Whether the plaintiff is the managing partner and is there any agreement dated 05.10.1987 to that effect?
4. Who has to render account of partnership of the firm i.e., whether D.1 and D.2 or plaintiff?
5. Whether the cause of action is correct?
6. To what relief of the parties?

13. During the course of trial, on behalf of plaintiff, PW.1 was examined and marked Exs.A.1 to A.4. On behalf of defendants, DWs.1 to 4 were examined and marked

Exs.B.1 to B.6 apart from Ex.X.1 and X.2.

14. Upon hearing argument of both the counsel and considering the oral and documentary evidence, the trial Court decreed the suit holding that the defendants have to render true and correct account in view of the partnership agreement-Ex.A.1 dated 19.08.1987 and further it held that the suit is not maintainable while answering issue No.1 in para 20 placed reliance in the judgment of Bombay High Court in **Karasan v. Gatlu Shivaji[1].**

15. Aggrieved by the decree and judgment, the defendants in O.S.No.184 of 1989 on the file of the I Additional District Judge, Chittoor, preferred the present appeal challenging the decree and judgment on various grounds and mainly contended that the trial Court did not consider the recitals of Ex.A.1-agreement, particularly nominated manager with the consent of other partners and liability to maintain accounts, etc.

16. The recitals of Ex.A.1 does not disclose anything that the plaintiff is a sleeping partner, but, according to it, all the partners are active partners. The trial Court also failed to consider the said aspect in proper perspective and considered part of additional written statement leaving the other part erroneously. Therefore, the judgment is totally erroneous.

17. During the course of arguments, learned counsel for the defendants/appellants, Sri P.V.Vidyasagar, would contend that the finding on Issue No.1 is absolutely

erroneous placing reliance upon the judgment of Bombay High Court, ignoring the judgments of Madras and Andhra Pradesh High Court, vitiates the entire judgment, on this ground alone the suit is liable to be dismissed, drawn the attention of this Court to Rule 19 sub-section (2) of the A.P. Excise (Arrack & Toddy Licences General Conditions) Rules, 1969 (for short, 'the Rules') prohibits transfer of licence by individual to a partnership or to another and placed reliance on the Full Bench judgment in **Velu Padyachi v. Sivasooriam Pillai**[2] in support of his contention. Learned counsel for the defendants did not raise any other contention except the erroneous finding recorded by the trial Court in Issue No.1 and prayed to allow the appeal, set aside the decree and judgment of the trial Court.

18. As no specific ground is urged in the memorandum of grounds of appeal, the counsel for the appellant sought leave of this Court orally as required under Order XLI Rule 2 of C.P.C., accordingly leave granted, in view of plea already raised and answered by the trial Court in Issue No.1.

19. Sri K.S.Gopalakrishnan, learned counsel for the respondent/plaintiff, would contend that the trial Court pronounced the judgment after considering the evidence on record and the findings of the trial Court cannot be reversed. He placed reliance on the judgment of the

Hon’ble Supreme Court in **Jagdish Singh v. Madhuri Devi**[3] and referred to another judgment of the Hon’ble Supreme Court in Civil Appeal No.2058 of 2003, in support of the findings of the trial Court.

20. Learned counsel for the defendants/appellants raised only question of maintainability of the suit contending that the agreement of partnership deed itself is in contravention of the A.P. Rules, 1969. On the strength of such illegal agreement, which is against the public policy, the plaintiff is not entitled to claim any relief in the suit, in view of the above contentions.

21. The point that arises for consideration is as follows:

> Whether the partnership agreement-Ex.A.1 is in contravention of Rule 19 sub-rule 2 of the A.P. Excise (Arrack & Toddy Licences General Conditions) Rules, 1969, if so, is the plaintiff entitled to claim relief directing the defendants to render true and correct account of the business and other consequential reliefs?

In Re-point:

22. The question raised before this Court is purely based on law. In the written statement filed by defendant No.1, a vague allegation is made in para No.1 that the suit is not maintainable either on law or on facts and similarly in para No.8, it was contended that the suit is a vexatious one and there are no merits and in para No.9, it was contended that there was no cause of action to maintain

the suit. On the strength of these contentions, the trial Court framed Issue No.1 as to the maintainability of the suit. However, the trial Court while answering Issue No.1 in Para 20 of the Judgment, reliance has been placed on the judgment of Bombay High Court (1 supra) held that the suit is maintainable.

23. Disputing the said finding, the learned counsel for the defendants/appellants, Sri P.V.Vidya Sagar, drawn attention of this Court to the A.P. Rules, 1969, since the dispute is with regard to the excise year 1987-88. The licence granted for sale of arrack and toddy for the years 1987-88 are governed by the Rules referred above and Rule 19 is relevant for deciding the controversy and it is extracted hereunder:

> "**19. Transfer of licences:-**
>
> (1) There shall be no transfer of licence for the sale of arrack or toddy to any other person.
>
> (2) Where a licence is granted jointly, no licensee shall include or exclude any partner except within the previous permission of the licensing authority. Such permission may be granted by the licensing authority on an application made by the partners together with a fee of Rs.25/- per one shop and Rs.50/- per more than one shop. On receipt of application the licensing authority may make such enquiry for verification of the details stated in the application and the solvency of the persons concerned and

> for any other matter, as he deems fit and where he is satisfied about the solvency and other matters he may permit the inclusion or exclusion of partners."

24. In the present case, licence was admittedly obtained by the defendants and they also obtained bank guarantee under Ex.X.2 dated 11.10.1996 by submitting an application under Ex.X.1 dated 11.10.1996. Thus, it is an undisputed fact that the licence was issued in favour of the defendants and the plaintiff is almost a stranger to the licence issued under the Rules. In the cross-examination at Para 10 of PW.1, he admitted that for the first time he participated in the bid in the auction of arrack for Rs.1,85,000/- and he does not know whether he furnished any bank guarantee worth Rs.2,15,000/- and there was no necessity for furnishing bank guarantee since they paid cash and purchased the commodity. So, it is clear from the evidence of PW.1 that he did not furnish any bank guarantee. Further, Exs.X.1 and X.2 would go to show that the defendants furnished bank guarantee being licensee and the licence was also not produced before the trial Court or before this Court for verification to find out whether the licence was obtained by all the three partners or any of them.

25. In the examination-in-chief of DW.1, he just reiterated what he pleaded in the written statement while admitting the partnership deed under Ex.A.1. In the cross-

examination, DW.1 admitted that as per Ex.A.1 arrack lease was for a period of 11 months and accordingly they carried on business for 11 months. He further admitted in his cross-examination that by the date of Ex.A.1, they were running one or two arrack shops and the plaintiff came and joined with them. This specific sentence does go to establish that the business was commenced by the defendants and running one or two shops by the date of Ex.A.1. They themselves furnished bank guarantee under Ex.X.2 by submitting an application-Ex.X.1. Therefore, it can safely be concluded that the licence was obtained by the defendants to carry on arrack business.

26. The trial Court believed about the existence of partnership agreement and liability to render true and correct account as defendants themselves admitted execution of Ex.A.1, but specifically pleaded about the execution of agreement-Ex.B.3 dated 05.10.1987 whereunder the management was entrusted to the plaintiff, but the same was suppressed. However, the defendants produced Ex.B.3 and confronted to PW.1 in the cross-examination, he bluntly denied validity and genuineness of Ex.B.3. Therefore, the defendants failed to prove the entrustment of management of the business and maintenance of accounts.

27. Except raising general contention that the suit is not maintainable and that the suit is vexatious, no specific plea was raised with reference to any Rules or Law.

However, the trial Court framed an issue about maintainability of the suit itself and the Advocates advanced their argument before the trial Court, ultimately, placing reliance on judgment of the Bombay High Court, the trial Court answered the issue in favour of the plaintiff. More over, in the grounds of appeal, no specific ground was raised with regard to violation of Rule 19 of the Rules and that Ex.A.1 is void as it is hit by Section 23 of the Indian Contract Act, but advanced a specific argument before this Court with regard to the maintainability of the suit drawing attention of this Court to Rule 19 of the A.P. Rules, placing reliance on two judgments of Madras High Court and this Court. In view of the recording a finding by the trial Court on issue No.1 though no specific ground was raised in the grounds of appeal, since, it is a pure question of law, it can be entertained by this Court being the 1st appellate Court and since it is a Court of fact and law. During hearing the advocate for defendants/appellants orally sought leave to raise a ground about maintainability of suit in view of the finding on Issue No.1 by trial Court, as leave is necessary to raise such ground under Order XLI Rule 2 of C.P.C. This Court allowed the advocate to argue on this point and impliedly granted leave, since leave may be express or implied.

28. In **Sheodhan Kurmi and others v. Balkavan Kurmi and others**[4] of Allahabad High Court held in

para 3 as follows:

> "I entirely agree. I am not particularly surprised at the result, In my experience, a point which is deliberately not taken until the eleventh hour and is then taken in the final Court, is generally a bad one. I had my suspicion that this was the nature of the point on this occasion, but I do not see on what principle Courts of Appeal should be compelled to listen to long arguments on bad points which have been deliberately kept in reserve for the final Court. For the very reason that such points, although there may be exceptions to the rule, are generally irrelevant, an Appellate Court ought to be compelled to listen to them for the first time. In my opinion, the real principle which has always been followed certainly in English Courts and in most High Courts in India is that the cases in which a point, whether it goes to the root of the cause of action or is merely a subsidiary point can be taken after all the evidence has been concluded and one Court of appeal has also determined the suit are very rare indeed, and in my opinion it should only be done by the permission of the Court hearing the appeal, i.e.,the Court hearing the appeal may take the point itself, or, if persuaded that for some good cause a vital point has been overlooked in the proceedings of the Court below, it may permit the point to be argued. It cannot, however, in my opinion, be compelled as a matter of right at the instance of the appellant to listen to a point so raised. In this particular case I am bound to say that I think the appellants' Vakil ought to have known that the point was clear, and ought not to have raised it."

As there is good cause and point urged before the Court is vital, by applying the principle, allowed the advocate to raise such additional ground impliedly.

29. One of the contentions of the learned counsel for

the plaintiff is that unless the judgment of the trial Court is not based on the evidence on record, this Court cannot interfere with the findings of the trial Court and placed reliance on a judgment reported in Jagdish Singh's case (3 supra), where the Hon'ble Supreme Court held as follows:

> "When there is a conflict of oral evidence on any matter in issue and its resolution turns upon the credibility of the witnesses, the general rule is that the appellate court should permit the findings of fact rendered by the trial court to prevail unless it clearly appears that some special feature about the evidence of a particular witness has escaped the notice of the trial court or there is a sufficient balance of improbability to displace its opinion as to where the credibility lies… When the Court of original jurisdiction has considered oral evidence and recorded findings after seeing the demeanour of witnesses and having applied its mind, the appellate court is enjoined to keep that fact in mind. It has to deal with the reasons recorded and conclusions arrived at by the trial court. Thereafter, it is certainly open to the appellate court to come to its own conclusion if it finds that the reasons which weighed with the trial Court or conclusions arrived at were not in consonance with law"

30. Similarly, placed reliance on the judgment of the Supreme Court in **Santosh Hazari v. Purushottam Tiwari**[5], where it held as follows:

> "The appellate Court has jurisdiction to reverse or affirm the findings of the trial Court. First appeal is a valuable right of the parties and unless restricted by law, the whole case is therein open for rehearing both on questions of fact and law. While writing a judgment of reversal the appellate Court must remain

> conscious of two principles. Firstly, the findings of fact based on conflicting evidence arrived at by the trial Court must weigh with the appellate Court, more so when the findings are based on oral evidence recorded by the same Presiding Judge who authors the judgment. This certainly does not mean that when an appeal lies on facts, the appellate Court is not competent to reverse a finding of fact arrived at by the trial Judge. As a matter of law if the appraisal of the evidence by the trial Court suffers from a material irregularity or is based on inadmissible evidence or on conjectures and surmises, the appellate Court is entitled to interfere with the findings of fact."

31. The law declared by Apex Court is not in quarrel and it is binding precedent. In A.P. Rule 19, there is a clear prohibition that a third person cannot be permitted to join as a partner into the business of arrack and toddy when the licence was granted in the name of one or two persons, without the permission of the licencing authority on payment of Rs.25/- fee for transfer. In the instant case, the plaintiff joined with the defendants after entering into Ex.A.1 but no such permission was obtained by the plaintiff as required under Rule 19 (2) of the Rules referred above. Therefore, admission of the plaintiff into business as a partner for sale of arrack, toddy, etc., is against Rule 19 and such agreement is against the public policy. The trial Court placed reliance on the judgment of Bombay High Court (1 supra), held that a partner can be admitted though licence was obtained in the name of a particular person and such contract is valid. The decision of the

Bombay High Court perhaps based on the rules governing arrack and toddy licence in Maharastra State, but the Rules of Madras or Bombay High Courts cannot be applied to the State of Andhra Pradesh for sale of arrack, toddy etc., when the grant of licence, cancellation, etc., are governed by the Rules of this State issued in 1969. Hence, conclusion that the contract is valid basing on the Bombay High Court judgment is an illegality on the face of it as it is based on the judgment pertaining to the year 1913, by then there were no Rules in our state referred above. But, the licence was obtained in the name of the defendants to run arrack and toddy business during 1987-88 governed by Rules, 1969 referred supra. Similar question came up before Madras High Court, where Sections 55, 56, 57 and Rule 27 of Madras Abkari Act were questioned and Full Bench of Madras High Court in Sivasooriam Pillai (2nd supra) held as follows:

> "A partnership entered into for the purpose of conducting a business in arrack or toddy on a licence granted or to be granted to only one of them is void *ab initio*, whether the contract was entered into before the licence was granted or afterwards, in that it either involves a transfer of the licence, which is prohibited under Rule 27 and punishable under Section 56, or a breach of Section 15, Abkari Act, punishable under Section 55, because the unlicensed partner, by himself or through his agent, the other partner, sells without a licence. If a partnership is lawful at its inception, because it is not intended to infringe any provision of the Contract Act, it nevertheless becomes unlawful when it intends to conduct the business jointly on a licence granted to one only of

> the partners.
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> Such differences of opinion as have arisen in connection with this type of transaction are doubtless due to the difficulty of envisaging the legal consequences of the use by a partnership of a licence issued in the name of one only of the partners. If the licensee holds his licence for the partnership or by an act of violation shares his licence with his partner, then there is a transfer which offends Rule 27. If it be found that the licensee does not hold the licence for the partnership, because it is illegal for him to do so, or because for any other reason the non-licensed partner does not purport to sell, by himself or through his partner, under his partner's licence, then there is no transfer; but the non-licensed partner would then commit a breach of Section 15 of the Act. In either case, a punishable offence would be committed; and a partnership formed that would lead to a breach of these provisions would be illegal, either because an offence would necessarily be committed or because it would be against the general public policy underlying the enactment that only approved persons, specifically licensed, should be allowed to sell liquor."

32. Hence, a partner in a partnership entered into for the purpose of conducting business in arrack cannot file a suit for the balance due after settlement of accounts when only one of the partners has obtained a licence under the Abkari Act for the vending of arrack as per the Full Bench judgment of the Madras High Court in Velu Padyachi's case (2 supra).

33. Rules and provisions considered by this Court and Madras High Court are in-parimeteria to the rules of this State, in the year 1969 governing issue of licences for

sale of arrack and toddy and general conditions. The judgment of Division Bench of this Court in **Dinshawji (died) and others v. Abdul Rasool Khan**[6]**,** clearly held that

> "On the showing of the plaintiff himself, the contract of partnership was entered into only to supply liquor to the districts of Bidar and Osmanabad after the licence was granted to the defendant. Such a contract therefore, is to run the lease granted in the name of the defendant by the partnership consisting of the parties and it is plain to us that if the licence is held by the defendant and if the same licence is used by the partnership or by an act of volition the plaintiff is permitted to share the licence as his partner, it is a clear case of transfer falling within the mischief of section 14 of the Act and rule 23 of the rules made thereunder.
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> (10) That this is the correct position of law gathers support from a Full Bench decision of the Madras High Court. In Velu Padavachi v. Sivasooriam Pillai, , (FB),. The Full Bench held:
> "From the above discussion it is evident that there is a long and consistent body of opinion of this High Court from Marudamuthu v. Rangasami, (1901) ILR 24 Mad 401, onwards with which we agree that a partnership entered into for the purpose of conducting a business in arrack or toddy on a licence granted or to be granted to only one of them is void ab initio, whether the contract was entered into before the licence was granted or afterwards, in that it either involves a transfer of the licence, which is prohibited under R. 27 and punishable under section 56, or a breach of section 5, Abkari Act, punishable under S. 55, because the unlicensed partner, by himself or through his agent, the other partner, sells without a licence. If a partnership is lawful at its inception, because it is not intended to infringe any provision of the Contract Act, it nevertheless becomes unlawful

> when it intends to conduct the business jonder sectionicence granted to one only of the partners". We are therefore, satisfied that the contract as was entered into between the parties was a conclude contract of partnership although it was entered into prior to the grant of licence in favour of the defendant and that such a contract is void being opposed to section 14 of the Act and rule 23 of the rules made there under. We therefore, find no reason to differ with the opinion of the Court below that the said contract is unlawful and no question of any breach of such contract can arise."

34. If the principle is applied to the present facts of the case, defendants having been furnished bank guarantee under Ex.A.2, obtained licence and later the plaintiff joined in the business as partner without complying necessary formalities required under Rule 19(2) of A.P. Rules, 1969. Thus, it is clear from the un rebutted evidence on record that the defendants alone obtained licence under A.P. Rules, 1969 referred supra. So, permitting the plaintiff to join as a partner to carry on arrack and toddy business under the licence obtained by the defendants is hit by Section 23 of the Indian Contract Act and it is void ab initio. On this ground alone, the plaintiff has to be non-suited persuaded by the law declared by Madras High Court in the year 1959, and law declared by Division Bench of this Court. But, the trial Court without adverting to the Rules of our State, placed reliance on the judgment of the Bombay High Court pertaining to the Rules of Maharastra State, erroneously and concluded that the plaintiff can maintain a suit when he joined as a partner

under Ex.A.1 to do arrack and toddy business with defendants.

35. According to the principles laid down by the Madras High Court and this Court in the judgments referred supra, a person, who entered into partnership agreement with a licence for sale of arrack and toddy, without following Rule 19(2) of the Rules, is not entitled to file a suit for recovery of any amount or for any other reliefs. For the reason that the partnership agreement is entered into by them is totally in contravention of Rule 19 of the above Rules and it is against the public policy, there by it is void under Section 23 of the Indian Contract Act. Consequently, the plaintiff is disentitled to file a suit. But, the trial Court did not appreciate this contention with reference to the Law and Rules of this State and mis-applied the principles as laid down by the High Court of Bombay, erroneously decreed the suit holding that the suit is maintainable. Hence, in view of the law declared by this Court in the judgment referred supra, the finding is liable to be set aside and accordingly it is set aside, holding that the partnership agreement under Ex.A.1 is not enforceable under law since the agreement is hit by Section 23 of the Indian Contract Act and in contravention of Rule 19 of the A.P. Rules of this State and is liable non suited. Accordingly the point is answered in favour of the defendants and against the plaintiff.

36. In view of the my foregoing discussion, I find no

merits in the contentions raised by the plaintiff and the contention raised by the defendants sound and based on a declared of this Court and Madras High Court, applying the same principles to the present facts and circumstances, the suit is not maintainable as Ex.A.1 is against the public policy and is in contravention of Rule 19 of the Rules. Therefore, the decree and judgment passed by the trial Court are erroneous and liable to be set aside and accordingly set aside.

37. In the result, the appeal is allowed setting aside the decree and judgment passed in O.S.No.184 of 1989 on the file of the I Additional District Judge, Chittoor.

38. Miscellaneous Petitions pending, if any, shall stand closed.

M. SATYANARAYANA MURTHY, J

9th July 2015.

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[1] (1913) I.L.R. 37

[2] AIR (37) 1950 Madras 444

[3] AIR 2008 SC 2296

[4] AIR 1921 All 337 (FB)

[5] (2001) 3 SCC 179

[6] AIR 1967 AP 119 (DB)