HON'BLE SRI JUSTICE R. SUBHASH REDDY

CIVIL REVISION PETITION No.2016 of 2015

ORDER:

This Civil Revision Petition, under Article 227 of the Constitution of India, is filed by the defendant in O.S.No.247 of 2014 on the file of the I Additional Chief Judge, City Civil Court, Secunderabad, assailing the validity of the order dated 16.04.2015 passed in I.A.No.5328 of 2014. By the said order, I.A., filed by the petitioner herein under Order 7 Rule 11 CPC, to reject the plaint, has been dismissed.

2. O.S.No.247 of 2014 is filed by the respondent herein, i.e. The Bank of New York Mellon, London Branch, through its constituted Attorney for the relief of specific performance, under Section 39 of the Specific Relief Act, 1963, seeking directions against the petitioner-defendant (1) to convert the bonds issued by them with face value of Rs.20 lakh US $ into Rs.27,12,464/- ordinary shares in the name of the bondholders as per conversion notice dated 11.12.2014; (2) to convert 20182 Foreign Currency Convertible Bonds (FCCBS) of face value of US $ 20,182,000 into 2,73,71,477 shares of the petitioner-company in the name of bondholder No.2 as per conversion notice dated 16.06.2014 and (3) to further direct the petitioner-defendant to pay the respondent-plaintiff compensation which is equivalent to the difference between aggregate value of the converted shares as on the date of their value for conversion and the aggregate value of the converted shares as on the date of actual conversion and for further direction to the petitioner-company to pay costs and expenses of the suit.

3. In the aforesaid suit, petitioner herein filed I.A.No.5328 of 2004 under Order 7 Rule 11 CPC to reject the plaint. The said I.A., is filed on the following grounds.

i. The agreement between the parties is trust deed dated 12.12.2011 which was agreed to be amended as per the terms of no-objection certificate dated 29.03.2012 and if at all the respondent-plaintiff seeks specific performance, same should be in relation to enforcement of trust deed, but there cannot be any specific performance of notice dated 11.02.2014 or 16.06.2014; thus there is no cause of action for filing the suit;

ii. parties have agreed to be bound by English Law and the said understanding between the parties is clearly captured in clause 26 of the trust deed which reads as "The trust deed shall be governed by and construed in accordance with the English Law"; thus, as the parties have agreed to be bound by English Law, as such, respondent-plaintiff has to work out the remedy as per the same; therefore, the respondent-plaintiff cannot file suit for specific performance under the provisions of the Specific Relief Act, 1963;

iii. the relief sought under para VIII (a) (i) and VIII (a) (ii) in the suit are two distinct and different reliefs as per the provisions of A.P. Court Fees and Suits Valuation Act, 1956. the respondent has to pay separate court fees for two reliefs; as such, the value for these two reliefs is to be reckoned separately and separate court fee is to be paid;

iv. respondent-plaintiff has sought relief for compensation in addition to specific performance in para VIII; but has not deliberately valued the same correctly by taking the difference value of the shares and not paid sufficient court fees; as such, suit is under-valued;

v. suit, as filed by respondent-plaintiff is not maintainable for want of territorial jurisdiction; though registered office of the petitioner-defendant is shifted to Kondapur in Ranga Reddy District, suit is filed on the premise that registered office of the petitioner-defendant is situated at

Secunderabad invoking the provision under Section 20 CPC and therefore the City Civil Court, Hyderabad lacks territorial jurisdiction to try the suit;

vi. suit, as filed by respondent-plaintiff, is bad for mis-joinder and non-joinder of necessary parties. Respondent-plaintiff is only a trustee and not a beneficiary under the trust deed; as the property is not vested in the trustee in the present case, beneficiaries are proper and necessary parties; as per the provisions of CPC, only the person who is having right alone can file the suit, as such, the suit is not maintainable.

4. Controverting the aforesaid allegations of the petitioner-defendant, respondent-plaintiff has filed counter-affidavit in the I.A. In the counter-affidavit, while denying the various allegations made by the petitioner-defendant, it is stated that I.A., filed by the petitioner does not meet any of the ingredients of Order 7 Rule 11 CPC and the same is filed only to delay the proceedings and cause severe inconvenience to the respondent-plaintiff. It is averred that all the contentions/grounds raised in the affidavit are without any substance and deserve rejection. It is further averred that suit is filed by the respondent-plaintiff to enforce the legitimate conversion rights of the bondholders arising out of trust deed duly executed between the petitioner and the respondent. With regard to cause of action, it is pleaded that schedule 4 of the trust deed, titled “Terms and conditions of the Bonds sets out the terms and conditions applicable to bonds (conditions). As per condition 7.1.1, bondholders are entitled to seek conversion of all or any of the bonds at their principal amount into ordinary shares of the petitioner-defendant at any time from 12.12.2012 upto the close of business as on 13.11.2006, by inter alia, contemplating, executing and depositing a notice of conversion in the format prescribed under Schedule A to Paying

and Conversion Agency Agreement dated 12.12.2011 entered into between the respondent-plaintiff and the petitioner-defendant. It is pleaded that notices dated 11.02.2014 and 16.06.2014 are two such notices validly issued to the petitioner-defendant as per the terms of the trust deed and the agency agreement. Thus the respondent-plaintiff's claim for specific performance is not just in relation to the conversion notices in isolation from the trust deed, as claimed by the petitioner-defendant. Referring to para 4 of the plaint, it is pleaded that as cause of action is clearly disclosed in the plaint itself, plaint cannot be rejected under Order 7 Rule 11 (a) of the CPC.

5. With reference to clause 26.1 of the trust deed, on the allegation of the petitioner that parties have agreed to be bound by English Law, in the counter-affidavit, it is pleaded that as the respondent-plaintiff has not sought any relief on the basis of special provisions of English Law, as such, respondent-plaintiff is under no obligation to specifically plead English Law in the plaint. Referring to the judgment in *Malaysian International Trading Corpn vs. Mega Safe Deposit Vaults (P.) Ltd*[1], it is pleaded that same cannot be ground for rejection of plaint.

6. On the allegation that the reliefs sought under paragraphs VIII (a) (i) and VIII (a) (ii) of the plaint are different and distinct, it is stated by the respondent-plaintiff in the counter-affidavit that as both the reliefs relate to the enforcement of the trust deed, as such, the same does not give rise to distinct reliefs, which require payment of separate court fees as per the provisions of the A.P. Court Fees and Suits Valuation Act, 1956. Further, with regard to the allegation of court fee and compensation, in the counter-affidavit, it is pleaded that the quantum of compensation is

unknown figure as on the date of filing of the suit, as such, such quantum could not be quantified for the relief sought under paragraph VIII (b) of the plaint. With regard to territorial jurisdiction, it is pleaded in the counter-affidavit, that irrespective of shifting of the office of the petitioner-defendant, respondent-plaintiff is not barred from filing suit in the Civil Court unit as much as cause of action, at the time when it arose, was within the jurisdiction of the civil court, Secunderabad. In this regard, reliance is placed on the judgment in *Spices Valley Estate Ltd. v. TC Forexpress Ltd.*[2] It is also pleaded that petitioner-defendant is continuing its office at the very place in Secunderabad, as such, the same is no ground for rejection of plaint. With regard to allegation of mis-joinder and non-joinder of parties, in the counter-affidavit, it is pleaded that in terms of Article 25.1 of the trust deed, respondent-plaintiff can initiate proceedings against petitioner-defendant upon a written request by the holders of not less than 50% in principal amount of bonds outstanding; further respondent-plaintiff, by way of instructions dated 15.12.2014 has been requested by the holders of not less than 50% in principal amount of the bonds outstanding, to initiate proceedings against the petitioner-defendant on behalf of bondholders. Thus, in view of the express authorization by bondholders, which is in accordance with the trust deed, it cannot be said that the suit is bad for mis-joinder and non-joinder of parties. In this regard, reliance is placed on the judgment of the Supreme Court in *Prem Lala Nahata and Anr v. Chandi Prasad*[3].

7. In view of the grounds raised by the petitioner-defendant for rejection of plaint, and having regard to the averments made in the counter-affidavit, the learned I Additional Chief Judge, City

Chief Judge, City Civil Court, Secunderabad, having considered I.A.No.5328 of 2014 in detail, has passed a reasoned order, rejecting the grounds of the petitioner-defendant for rejecting the plaint in exercise of powers under Order 7 Rule 11 of the CPC. The trial court recorded a finding that notices dated 11.02.2014 and 16.06.2014 are notices which are referred in the terms and conditions of the trust deed and therefore the claim of the respondent-plaintiff for specific performance by referring such conversion notices is not in isolation of the specific performance of rights under the trust deed. It is further held that scrutiny of the contents of the plaint very much discloses that bundle of facts referred in the pleadings of the plaint would disclose cause of action to file the suit. With regard to the claim of the petitioner that the parties are bound by English Law, the trial court has recorded a finding that there is no explanation to the word "English Law" in the agreement, and, in any event, it is a question of fact which has to be proved, as a question of fact in the proceedings of the suit, as such, the same is not a ground for rejection of the plaint. In this regard, reliance is placed by the trial court on the judgment in *Malayasian International Trading Corpn* (1 supra). With regard to the objection of the petitioner-defendant on court fees and reliefs claimed in para 8 of the plant, the trial court has recorded a finding that specific performance sought in paragraphs VIII (a) (i) and VIII (a) (2) of the plaint, it is held that, whether they constitute distinct relief or not is a matter to be decided after full-fledged trial. Even with regard to undervaluation of the shares, it is held that at the stage of Order VII Rule 11 CPC, pleadings alone are to be taken into consideration, but not any other material to be produced by the petitioner. With regard to the claim for compensation, the trial court found that if any compensation more than Rs.3.00 lakhs notionally valued by the respondent-plaintiff is going to be decreed in favour of the respondent-plaintiff, it should be subject to the payment of deficit court fee on such actual amount and at this stage the same cannot be a ground for rejection of plaint. Even with regard to territorial jurisdiction, the trial court has held that in paragraph-5 of the plaint, as the respondent-plaintiff has stated that the registered office of the petitioner-defendant is situated at Secunderabad, cause of action arose in Secunderabad which is within the territorial jurisdiction; as such, the same is no ground for rejection of plaint. With regard to locus standi of the petitioner-defendant, the court has referred to Article 25(1) of the Trust Deed which contemplates that upon a request of the holders of not less than 50% in the principal amount of bonds outstanding and the respondent-plaintiff, by way of instructions dated 15.12.2014, initiated proceedings on behalf of bondholders; thus, respondent-plaintiff has been expressly authorised by the bond holders and the same is in accordance with the terms of the Trust Deed. With the aforesaid findings, the trial court has dismissed the I.A., by the impugned order.

8. On the very grounds as raised in the I.A., this Civil Revision Petition has been filed invoking jurisdiction under Article 227 of the Constitution of India.

9. Heard Sri S. Niranjan Reddy, learned counsel representing Sri Avinash Desai, learned counsel on record, for the petitioner and Sri S. Ravi, learned senior counsel appearing for the respondent-Bank.

10. It is contended by the learned counsel for the petitioner that respondent-plaintiff is not a “trustee” within the meaning of Indian Trusts Act and Order 31 CPC; thus there is no cause of

action to maintain the suit and, further, as there is no transfer of property within the meaning of Sections 3 and 6 of the Indian Trusts Act, read with Order 31 CPC, there is no cause of action at all for the respondent-defendant. It is further contended by the learned counsel for the petitioner that, in view of Section 11(2) of the A.P. Court Fees and Suits Valuation Act, 1956, when the plea of deficit court fee is raised, the trial court ought to have decided such application before hearing of the suit. It is further contended that, as there is no prayer for specific performance of trust deed, as such, no suit can be maintained for specific performance of the Conversion notices dated 11.02.2014 and 16.06.2014. In support of his contentions, learned counsel for the petitioner has relied on the following decisions:

- *Faqir Chand Gulati v. Uppal Agencies Private Limited and another*[4]
- *Christopher Karkada v. Church of South India Karnataka Southern Diocese*[5]
- *Chillakuru Chenchuram Reddy v. Kanupuru Chenchurami Reddy*[6]

11. On the other hand, it is contended by the learned senior counsel for the respondent, that there are absolutely no grounds to reject the plaint; as per the trust deed, respondent-trustee is empowered to enforce repayment of bonds together with premium. He relies on clauses 3, 3.2, 25, 25.1, 25.2 and 7.1 of the trust deed.

It is further contended that unless there is demand from the bondholders to the extent of value of 50% of the entire value of bonds, conversion from bonds to shares cannot be sought. In support of his submissions, he has relied on the following decisions:

- *BNY Corporate Trustee Services Ltd. v. Wockhardt Ltd.*[7]
- *The Bank of New York Mellon v. Zenith Infotech Ltd.*[8]
- *Sri Satyanarayana v. Sri Om Prakash & others*[9]

12. It is further contended by the learned senior counsel for the respondent that share value cannot be determined with reference to the value on the date of filing of the suit and there are different methods to arrive at the value of shares. It is further contended that the provision under Section 11(2) of the Act is only directory but not mandatory and, in any event, undervaluation of shares cannot be a ground for rejection of the plaint. Lastly it is contended by the learned senior counsel for the respondent, that Conversion notices dated 11.02.2014 and 16.06.2014, as per which specific performance is sought, are issued in terms of the trust deed, as such, it is not open for the petitioner to seek specific performance for conversion from bonds to shares in terms of the notices, which are based on the trust deed.

13. At the outset, it is settled legal position that at the stage of considering the application under Order VII Rule 11 CPC, the plaint as it is can be looked into and not any other material. In view of the provision under Order VII Rule 11 CPC, the plaint is liable to be rejected in any of the cases falling under Rule 11 (a) to (f). Mainly, in this case, the objection is on the ground of undervaluation of shares and also on the ground that there is no cause of action for the respondent-plaintiff to file the suit. Order VII Rule 11 CPC provides rejection of the plaint where the plaint does not disclose cause of action and in case where relief claimed is undervalued and the plaintiff on being required by the Court to

correct the valuation within the time to be fixed by the Court fails to do so. So far as cause of action is concerned, it is also equally settled position that bundle of facts will constitute cause of action, but one isolated statement in the plaint cannot be read for the purpose of cause of action. From a perusal of the plaint, it is clear that cause of action for filing the subject suit arose on 11.02.2014 and 16.06.2014 when notices were issued for conversion and it is a continuing cause of action. Clause 3 of the trust deed provides amount of the bonds and covenant to pay. Clause 3.2 is an agreement to pay. Clauses 25.1 and 25.2 deal with enforcement. The said clauses read as under:

"3. AMOUNT OF THE BONDS AND COVENANT TO PAY

3.2 The Company agrees that it will by 10.00 a.m. (London time) on the Business Day immediately prior to the date when the Bonds or any of them become due to be redeemed in accordance with the Conditions unconditionally pay, or procure to be paid, to or to the order of the Trustee in London in US Dollars in immediately available funds the principal amount of the Bonds becoming due for redemption on that date together with any applicable premium…"

"25. ENFORCEMENT

The Trustee may, at its discretion and without further notice, take such proceedings against the Company as it may think fit to enforce repayment of the Bonds together with premium (if any) at anytime after the Bonds have become due or payable and otherwise at anytime and from time to time to enforce the provisions of this Trust Deed, but it will not be bound to take any such proceedings unless:

25.1 it shall have been so requested in writing by the holders of not less than 50 per cent in principal amount of the Bonds then outstanding or so directed by an Extraordinary Resolution; and

25.2 it shall have been indemnified and/or secured to its satisfaction.

No holder of the Bonds will be entitled to proceed directly against the Company, unless the Trustee, having become bound to do so, fails to do so and such failure shall be continued for a period of sixty (60) days and no direction inconsistent with such written request of Extraordinary Resolution has been given to the Trustee during such sixty (60) day period by the holders of a majority in principal amount of the outstanding Bonds."

Clauses 7, 7.1 and 7.1.1 read as under:

"7. Conversion

"7.1 Conversion by the Bondholders; Conversion Period and Price

"7.1 Each Bondholder has the right, subject as provided herein and to any applicable laws and regulations, to require the Issuer to convert all or any of their Bonds at their principal amount into equity shares of INR 2 each ("Shares") (credited as fully paid) at any time during the conversion period ("Conversion Right"). The Conversion Right attaching to any Bond may be exercised, at the option of the Bondholder, at any time (subject to the next Condition) during the conversion period ("Conversion Period") which begins on and from December 12, 2012 and will end at the close of business on November 13, 2006 – 30 days prior to the Maturity Date at the place where the certificate is deposited for Conversion. If a Bond is called for redemption by the Issuer under Condition 8, the Conversion Period for that Bond ends at the close of business on the 15th business day in Hyderabad, India before the date fixed for redemption (unless the Issuer defaults in making payment on the date fixed for redemption in which case the Conversion Period will continue until the earlier of the day on which payment is made to the Bondholder ort he day on which the Trustee gives notice that it or the Principal Agent has received payment of the amount due in respect of all Bonds to be redeemed) or, if earlier, December 13, 2016.

14. From a perusal of the said clauses, it is clear that as per the agreed terms, the petitioner has agreed to pay when the bonds become due to be redeemed, in accordance with the conditions unconditionally, to the trustee. In terms of clauses 25, 25.1 and

25.2, trustee is empowered to enforce at its discretion repayment of the bonds together with premium (if any) at any time after the bonds have become due or payable subject to requisition in writing by the holders of bonds not less than 50% in principal amount of bonds. Further, under clause 25.2, no holder of the Bonds will be entitled to proceed directly against the Company unless the Trustee, having become bound to do so, fails to do so and such failure shall have continued for a period of sixty (60) days. Further, under clauses 7, 7.1 and 7.1.1, conversion price and authority of the bondholders is prescribed. From a cumulative reading of the aforesaid clauses in the trust deed, it is clear that petitioner agreed to pay to the respondent-Trustee and therefore respondent-Trustee alone is entitled to enforcement, subject to certain conditions.

The respondent is a foreign bank and entered into trust deed with the petitioner-defendant company and merely the respondent will fit into the definition of "trust" as defined under the Indian Trusts Act, read with Section 31 CPC, can it maintain the suit or not is a matter which can be gone into only after full-fledged trial. But, from the various clauses in the agreement, it is clear that petitioner has agreed to pay to the respondent and the respondent is empowered to enforce the rights of the bondholders. The contention of the learned counsel for petitioner, that in the absence of acquisition and ownership of the property, which is in favour of the trust, suit cannot be maintained; cannot be accepted, having regard to various clauses in the trust deed. In the decision in *Faqir Chand Gulati* (4 supra), relied on by the learned counsel for the petitioner, the Hon'ble Supreme Court has held that the title or caption or the nomenclature of the instrument/document is not determinative of the nature and character of the instrument/document and the nature and true purpose of a document has to be determined with reference to the terms of the document, which express the intention of the parties. Further, in the decision in *Christopher Karkada* (5 supra), it is held that a trust is not complete until the trust property is vested in trustees for the benefit of the cestui que trust. It is further held that a trustee no doubt is a legal owner of the property, the beneficial ownership in the same vesting in the beneficiary or the cestui que trust.

15. However, the aforesaid decisions as relied on by the learned counsel for the petitioner would not support the case of the petitioner in this case.

16. On the other hand, in the decision in *BNY Corporate Trustee Services Ltd.,* (7 supra), relied on by the learned senior counsel appearing for the respondent, that objection for filing of winding up petition by a trustee is disapproved and it is held therein that company is a party to the trust deed and executed the same and further in view of the obligation on the part of the company to pay to the petitioner, it falls within the meaning of "creditor" of company by virtue of the provisions of the trust deed. The same is the case on hand, where the petitioner has entered into trust deed with the same obligation for payment to the trustee. Further, in the decision in *The Bank of New York Mellon* (8 supra), the Bombay High Court has taken the same view that the Company is a party to the trust deed and is aware of the terms and conditions and is further aware that the Trustees Act on behalf of and for the benefit of the bondholders. Both the said decisions support the case of the respondent-plaintiff.

17. It is also the case of the petitioner that in spite of raising objection with regard to under-valuation of the suit, without

conducting any enquiry, as obligated under Section 11(2) of the Act, such objection is rejected without assigning any valid reasons. Sections 11(1) and 11(2) of the A.P. Court Fees and Suits Valuation Act, 1956, which are relevant, read as under:

"11 (1) (a)

> In every suit the Court shall, before ordering the plaint to be registered, decide on the allegations contained in the plaint and on the materials furnished by the plaintiff the proper fee payable thereon. (b) The decision of the Court under clause (a) regarding the proper fee payable shall be subject to review from time to time as occasion requires.
>
> 11 (2) Any defendant may plead that the subject-matter of the suit has not been properly valued or that the fee paid is not sufficient. All questions arising on such pleas shall be heard and decided before the hearing of the suit as contemplated by 0. 18 in the First Schedule to the Code of Civil Procedure, 1908 . If the Court decides that the subject- matter of the suit is not properly valued or that the fee paid is not sufficient, the Court shall fix a date before which the subject-matter of the suit shall be valued in accordance with the Courts decision and the deficit fee shall be paid. If within the time allowed, the subject-matter of the suit is not valued in accordance with the Courts decision or if the deficit fee is not paid, the plaint shall be rejected and the Court shall pass such order as it deems just regarding costs of the suit.

18. Under Section 11(2) of the Act, if any defendant pleads that the subject matter of the suit has not been properly valued or that the fees paid is not sufficient, it provides that such questions are to be heard and decided before hearing of the suit and if the Court decides that the subject matter of the suit is not properly valued or that the fees paid is not sufficient, the Court shall fix a date before which subject matter of the suit shall be valued in accordance with the Courts decision and deficit fee shall be paid.

It further provides that, if within the time allowed, subject matter of the suit is not valued in accordance with the Court's directive or if deficit fee is not paid, the plaint shall be rejected and the Court shall pass such order as it deems just regarding costs of the suit. In this regard, reliance is placed by the learned counsel for the petitioner on the decision in *Chillakuru Chenchuram Reddy* (6 supra). In the said judgment, a Full Bench of this Court has held that when the defendant appears in the suit, Section 11(2) gives a statutory right to question variance and the fee paid therein; in such an event, the Court is bound to adjudicate upon all the questions raised by the defendant before hearing of the suit. However, in the decision relied on by learned senior counsel Sri S. Ravi appearing on behalf of the respondent in *Sri Satyanarayana* (9 supra) a Division Bench of this Court, placing reliance on a Full Bench Judgment in the case of *Subhadramma v. Palaksha Reddy* [AIR 1975 A.P. 165] has held that Section 11(2) of the Act is not mandatory and is directory. Further, it reproduces the observations made in the said Full Bench to the effect that High Court should not entertain relevant applications on the questions of court fee at the instance of the defendant when no question of jurisdiction of the Court to try the suit is involved. From a perusal of the provision under Order 7 Rule 11 (b) CPC, it is clear that plaint deserves rejection only in case where plaintiff fails to correct the valuation by paying court fee, when there is direction by the court, but not otherwise. As the scope of rejection is confined only to the cases where there is direction for correction of valuation by the Court and when such directions are not carried out; by merely disputing the valuation, the petitioner cannot seek rejection of the plaint on the said ground. With regard to payment of court fee, it is time and again held that, it is for the Court which grants relief. Having regard to the value of the suit, the plaintiff can always be directed to pay the court fee, while decreeing, by fixing time for such payment. Hence, in the absence of any direction in the case on hand, either for increasing the valuation or for payment of any court fee; by merely disputing the valuation adopted by the respondent, petitioner is not entitled to seek rejection of plaint.

19. Further, with regard to the contention of the learned counsel for the petitioner that the suit is filed for specific performance of the Conversion notices dated 11.02.2014 and 16.06.2014, but not trust deed as such, it is to be noted that, a complete reading of the plaint would make it clear that such notices are issued only in compliance of terms and conditions of the trust deed. When the petitioner has not complied the requirement as proposed in the notices, suit has been filed. In that context, as rightly held by the trial court, notices cannot be looked into in isolation as they are in enforcement of various clauses in the trust deed itself. Therefore, this Court is also of the view that that the same is also no ground to seek rejection of the plaint.

20. For the aforesaid reasons, this Court is of the view that the trial court has recorded correct findings in the impugned order and rejected the I.A., filed by the petitioner herein for rejection of the plaint. Hence, there is no merit in the C.R.P., warranting interference with the findings recorded in the impugned order, in this petition under Article 227 of the Constitution of India.

21. Civil Revision Petition is devoid of merits and is accordingly dismissed. No order as to costs.

As a sequel, miscellaneous petitions, if any pending in the Civil Revision Petition, shall stand closed.

R. SUBHASH REDDY, J

October 9, 2015
MRR

---

[1] 2006 (3) Bom CR 109

[2] (2007) 3 Comp LJ 148 (Mad)

[3] AIR 2007 SC 1247

[4] (2008) 10 SCC 345

[5] ILR 2012 KARNATAKA 725

[6] ILR 1042

[7] (2014) 187 CompCas301(Bom)

[8] (2014) 123SCL30(Bom)

[9] 1989 (2) APLJ 477