IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

1. FAO-2479-2007 (O&M)

Bala alias Shashi Bala and others
.....Appellants

Versus

Dalbir Singh and others
......Respondents

2. **FAO-1567-2007 (O&M)**

Arvind Saini
......Appellant

Versus

United India Insurance Company Ltd. and others
......Respondents

3. **FAO-1584-2007 (O&M)**

Manjit Singh
.....Appellant

vs

Bala alias Shashi Bala and others
.....Respondents.

Date of Decision:July 22, 2015.

CORAM: HON'BLE MR. JUSTICE NARESH KUMAR SANGHI

Present: Mr.Vivek Goyal, Advocate
for appellants in FAO-2479-2007,
respondent Nos.4 to 9 in FAO-1567-2007 and

and respondent Nos.1 to 6 in FAO-1584-2007.

Mr.Arvind Singh, Advocate
for appellant in FAO-1567-2007,
respondent No.2 in FAO-2479-2007 & respondent No.7
in FAO-1584-2007.

Mr.S.S.Virk, Advocate
for appellant in FAO-1584-2007.

Mr.Suvir Dewan, Advocate
for respondent-United India Insurance Company Ltd.
in all the appeals.

Mr.KDS Hooda, Advocate
for respondent Nos.1 and 3 in FAO-2479-2007,
respondent Nos.2 and 3 in FAO-1567-2007 and
respondent No.9 in FAO-1584-2007.

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1. Whether Reporters of local papers may be allowed to see the judgment ? yes
2. To be referred to the Reporters or not ? yes
3. Whether the judgment should be reported in the Digest? yes

Naresh Kumar Sanghi, J.(Oral)

The above captioned three first appeals against the order (FAO) have arisen out of the Award, dated 31.01.2007, passed by learned Motor Accidents Claims Tribunal, Kurukshetra (for brevity, `the Tribunal'), therefore, all the said appeals are being disposed of by present common order.

FAO-1567-2007 has been filed by Arvind Saini, the registered owner of motor cycle bearing registration No.HR-07E-

8207 (for brevity, `the offending vehicle'), FAO-1584-2007 has been filed by Manjit Singh, who had allegedly purchased the offending vehicle from Arvind Saini, and FAO-2479-2007 has been filed by the appellant-claimants for enhancement of the compensation awarded by learned Tribunal.

Learned counsel representing appellant-Arvind Saini, the registered owner of the offending vehicle, submits that as per the case of the appellant-claimants, the accident in question had taken place at 9.00 a.m. on 03.04.2005 with the motorcycle owned by him. Concededly, on the date of accident the offending vehicle was insured with United India Insurance Company Limited, Railway Road, Kurukshetra, since the policy was effective from 22.12.2004 to 21.12.2005, therefore, the learned Tribunal should not have authorised the insurer of the offending vehicle to recover the amount awarded to the appellant-claimants from him, i.e. the registered owner of the vehicle. In support of his submission he has placed reliance upon **M/s United India Insurance Company Ltd. vs Manjit Kaur and others** 2000(3) RCR (Civil) 441 (D.B.) Punjab and Haryana High Court, **Bajaj Allianz General Insurance**

Company Limited vs **Permanent Lok Adalat (PUS), Gurgaon,** 2011 (2) RCR (Civil) 19 (P&H), **National Insurance Company Limited** vs **P.Meena and others**, 2012 ACJ 487 (Madras HC), **G.Govindan** vs **New India Assurance Company Ltd.**, 1999(2) RCR (Civil) 489 (SC), **United India Insurance Company Limited** vs **Sharanjit Kaur and others**, 2005(1) RCR (Civil) 481 (P&H); **New India Assurance Company Limited** vs. **J.Kante Devi and others**, 2011(1) PLR 70 (P&H), and **Ashok Kumar and another** vs. **Kamla Devi and others**, 2014(3) SimLC 1302 (HP HC).

Mr.Vivek Goyal, learned counsel for the appellant-claimants submits that Gulshan (since deceased) aged about 35/36 years at the time of his death had two vehicles and the same were being plied as private taxis. He was earning about ₹15,000/- (Rupees fifteen thousand only) per month from the said job. In addition thereto, he was also indulged in dairy farming and earning ₹5,000/- (Rupees five thousand only) from the said job. Learned Tribunal has assessed ₹6000/- (Rupees six thousand only) as monthly income of the deceased, which is on the lower side. He further submits that learned Tribunal has failed to add 50% of the monthly income in the income of Gulshan as future prospects while calculating the amount of compensation. He also points out that 1/3rd monthly income of Gulshan (since deceased) has been deducted for his personal expenses which is against the settled norms of 1/4th. The deceased was maintaining the widow, three minor children and his parents, therefore, 1/4th amount from his (deceased) monthly income could be deducted for his personal expenses. He further points out that the learned Tribunal has failed to award appropriate amount under the head `Love and Affection' to the minor children and the parents of Gulshan (since deceased). He also points out that the learned Tribunal has awarded a meagre sum of ₹10,000/- (Rupees ten thousand only) to the widow of Gulshan (since deceased) under the head `Consortium', in fact it should have been ₹1,00,000/- (Rupees one lac only). He has also pointed out that for transportation and last rites of corpus of Gulshan (since deceased), a sum of ₹10,000/- (Rupees ten thousand only) has been awarded against the settled norms of ₹25,000/- (Rupees twenty five thousand only). He also points out that as per the findings of the learned Tribunal, Gulshan (since deceased) was aged about 36 years and in that eventuality the multiplicand should be of 15 instead of 14. In the last he points out that the learned Tribunal has awarded the interest @ 7.5% against the settled norms of 9% per annum.

FAO-1584-2007 has been filed by Manjit Singh, i.e. the subsequent purchaser of the offending vehicle through Mr.S.S.Virk, Advocate. He has adopted the submissions advanced by learned counsel for the appellant in FAO-1567-2007.

Mr.Suvir Dewan, learned counsel for the United Indian Insurance Company Limited in all the three appeals submits that concededly, the offending vehicle was sold by Arvind Saini to Manjit Singh and on the date of accident, i.e. 03.04.2005, the offending vehicle was owned and possessed by Manjit Singh. Though he admits that on the fateful day the offending vehicle was insured with United India Insurance Company Limited, yet within 14 days after sale of the same (offending vehicle), the transferee had failed to inform the Insurance Company, therefore, the learned Tribunal has rightly authorised the Insurance Company to make the payment to the appellant-claimants and recover the same from, the owners and the driver of the offending vehicle. In support of his contention he has placed reliance upon **Rikhi Ram and another vs Smt.Sukhrania and others**(2003-2) PLR 1 (SC) and **Pushpa and others vs Shakuntala and others**, 2011 ACJ 705 (SC).

Mr.KDS Hooda, learned counsel appearing for Dalbir Singh and Manjit Singh in FAO Nos.2479 and 1567 of 2007 and for Dalbir Singh in FAO-1584-2007 has adopted the submissions advanced by learned counsel for the appellant in FAO-1567-2007.

I have heard the learned counsel for the parties and with their able assistance gone through the material available on record.

The issues before this Court are as follows:

> " (i) Whether the Insurance Company, i.e. United India Insurance Company Limited, can be authorised to recover the awarded amount from the driver, the registered owner and the subsequent purchaser of the offending vehicle bearing registration No.HR-07E-8207?
>
> and
>
> (ii) what amount of compensation the appellant-

claimants in FAO-2479-2007 are entitled to?"

Since the factum of accident and death of Gulshan (since deceased) in motor vehicular accident are not in dispute, therefore, this Court does not deem it fit to discuss the said issues in detail. However, to give a clear glimpse of the case, it is suffice to mention that on 03.04.2005, at about 9.00 a.m., Gulshan (since deceased) was going from village Ajrana Kalan to Kurukshetra while riding his motorcycle bearing registration No.HR-32A-6783 at a moderate speed and when he reached near Saraswati bridge, in the meantime the offending vehicle came from the opposite direction, i.e. Kurukshetra side being driven by Dalbir Singh in a rash or negligent manner, at a very fast speed and hit against the motorcycle being occupied by Gulshan (since deceased). As a result of impact, Gulshan (since deceased) fell down on the road and sustained multiple injuries and died on the same day in Government Medical College & Hospital, Sector 32, Chandigarh. The appellant-claimants filed a claim petition. The respondents in response to the notices issued by the learned Tribunal put in appearance and filed their respective replies.

On the pleadings of the parties, the following issues were framed:-

> "(1) Whether accident in question resulting into death of Gulshan took place on 03.04.2005 on account of rash and negligent driving of motor cycle no.HR-07E-8207 by its driver-respondent No.1-Dalbir Singh ? OPP
>
> (2) If issue No.1 is proved, whether petitioners are entitled to compensation, if so, to what amount and from whom? OPP
>
> (3) Whether respondent No.1, driver of the motorcycle in question was not holding a valid and effective driving licence at the time of alleged accident? OPR
>
> (4) Relief."

On the basis of the material available on record, learned Tribunal held that the accident in question had occurred on account of rash or negligent driving of the offending motorcycle by Dalbir Singh. Gulshan (since deceased) had sustained the injuries in the said accident and later died due to the said injuries and hence, issue No.1 was decided in favour of the appellant-claimants.

While deciding issue No.2, learned Tribunal held that Gulshan (since deceased) was earning ₹6,000/- (Rupees six thousand only) per month; 1/3rd monthly income could be deducted for his personal expenses; multiplier of 14 was applied and an award of ₹6,72,000/- (Rupees six lacs and seventy two thousand only) was passed for loss of dependency. An amount of ₹10,000/- (Rupees ten thousand only) was awarded for the transportation of the dead body and last rites of corpus of Gulshan (since deceased). An amount of ₹10,000/- (Rupees ten thousand only) was awarded to the widow under the head `Consortium' and, as such, a total sum of ₹6,92,000/- (Rupees six lacs and ninety two thousand only) along with interest @7.5% per annum from the date of filing of the claim petition till realisation was awarded to the appellant-claimants. Learned Tribunal further held that Dalbir Singh was holding a valid driving licence on the fateful day. It was also held that Arvind Saini, the registered owner of the offending vehicle, had sold it to Manjit Singh before the date of accident and, as such, the Insurance company of the said motorcycle was held responsible to pay the awarded amount to the appellant-claimants but the said Insurance Company was authorised to recover it from the registered owner, i.e. the insured and the transferee of the motorcycle.

To deal with the first issue as mentioned above, it is deemed appropriate to discuss the case law cited by the learned counsel for the parties.

In the matter of **M/s United India Insurance Company Ltd.** vs **Manjit Kaur and others**(supra), a Division Bench of this Court had held as under:-

> "A plain reading of Sub-section (1) of Section 157 shows that when a vehicle is sold with the insurance policy, the same is deemed to have been transferred to the purchaser. This deeming provision is not subject to any other limitation. It is true that Sub-section (2) provides that the purchaser shall apply for the transfer of the policy in his name within 14 days to the insurance company but it does not, in any manner, provide that failure to make such application would nullify either the deemed transfer as envisaged under Sub-section (1) of Section 157 of the Act or the insurance policy."

In the case of **Bajaj Allianz General Insurance Company Ltd** vs **Permanent Lok Adalat (PUS), Gurgaon,** (supra) a Single Bench of this Court held as under:-

> "7. The National Commission's judgment relied upon was on the basis of the earlier transfer

provisions G.R.10 which were in force up to 30.06.2002 and thereafter the above mentioned transfer provisions have been incorporated. The aforementioned G.R.17 makes it absolutely obligatory for a transferee to apply within a period of 14 days from the date of transfer in writing to the insurer of the vehicle giving the details of the registration of the vehicle, the date of transfer of the vehicle, the previous owner, the details of the policy as also the evidence of sale and fresh proposal form duly filled and signed. He is also required to surrender the old certificate and to pay a fee of Rs.50/- for issue of the fresh certificate in the name of the transferee. Thus, there is no automatic transfer in favour of the transferee to enable him to take the benefit of damage to the vehicle in the hands of transferee although the insurance is liable to 3rd party under Section 157 of the Motor Vehicle Act, 1988. In so far the liability towards the 3rd party is concerned, Hon'ble Supreme Court has clarified this position in a case reported as **1999 (2) R.C.R. (Civil) 489: AIR 1999 SC 1398 titled as G.Govindan v. New India Assurance Co.Ltd. & Ors.,** wherein it has been ruled that where the accident is caused by a vehicle in the hands of a transferee without the insurance policy being transferred, the insurer is

> liable to compensate the victim irrespective of non-communication of the transfer to the insurance Company."

In the matter of **<u>National Insurance Co. Ltd.</u> vs <u>P.Meena and others</u>** (supra), Hon'ble Madras High Court held as under:-

> "13. Sec.147 of the Motor Vehicle Act deals with requirements of policy and limits of liability. What is disputed is that there is a transfer of vehicle from the fourth respondent to the third respondent and as such, there is no relationship of employer and employee between the fourth respondent and the deceased. If the deceased being the third party to the contract, in case of a claim of the third party, Section 147(5) of the Act statutorily fixes the liability on the insurer issuing a policy to indemnify the person or classes of person specified in the policy. In this case, as regard to the coverage of the deceased as an employee, he being the driver of the vehicle the insurer has collected premium and that is not in dispute. Notwithstanding anything contained in any law for the time being in force, an insurer is liable to indemnify the person or classes of person specified in the policy, in respect of any liability which the policy purports to cover in the case of that person or those classes of persons.
>
> 14. In view of the provisions of Section 157 read

with Section 147(5) of the Act and the decisions of the Hon'ble Supreme Court and this Court stated supra, I am of the opinion that the insurer is liable to pay the compensation to third parties even in the absence of intimation of transfer of vehicle by the transferee to the insurer."

In the matter of **G.Govindan** (supra), Hon'ble the Supreme Court held as under:-

> "16. As between the two conflicting views of the Full Bench judgments noticed above, we prefer to approve the ratio laid down by the Andhra Pradesh High Court in Kondaiah's case as it advances the object of the legislature to protect the third party interest. We hasten to add that the third party here will not include a transferee whose transferor has not followed procedure for transfer of policy. In other words in accord with the well-settled rule of interpretation of statutes we are inclined to hold that the view taken by the Andhra Pradesh High Court in Kondaiah's case is preferable to the contrary views taken by the Karnataka and Delhi High Courts (supra) even assuming that two views are possible on the interpretation of relevant sections as it promotes the object of the legislature in protecting the third party (victim) interest. The ratio laid down in the judgment of Karnataka and

> Delhi High Courts (supra) differing from Andhra Pradesh High Court is not the correct one."

In the matter of **United India Insurance Company Litd** **vs** **Sharanjit Kaur and others** (supra), a Division Bench of this Court held as under:-

> "7. In our opinion, the above Section does not provide that if the transferee fails to apply on the prescribed form to the insurer for the transfer of the certificate of insurance, then whether the policy would become invalid or lapse. Rather, Section 157(1) of the Act provides that where a person in whose favour the certificate of insurance has been issued in accordance with the provision of this Chapter transfers to another person the ownership of the motor vehicle in respect of which such insruance was taken together with the policy of insurance relating thereto, the certificate of insurance and the policy described in the certificate shall be deemed to have been transferred in favour of the person to whom the motor vehicle is transferred with effect from the date of its transfer. By Act No.54 of 1994 an explanation has also been added, which came into force with effect from 14.11.1994. In this explanation, it is declared that such deemed transfer shall include transfer of rights and

liabilities of the said certificate of insurance and policy of insurance.

8. By the operation of a deeming provision in sub-section(1) of Section 157 of the Act, there is an automatic transfer of the certificate of insurance and the policy taken by the owner of the vehicle shall cover the transfer thereof. If the transferee fails to move an application for transfer of vehicle within 14 days, it does not means that the insurance policy of the vehicle will become invalid, rather the reading of Section makes clear the intention of legislature that when a vehicle is transferred by the owner, the policy will also be deemed to be transferred as it is the vehicle which is insured and not the owner. Mere failure on the part of transferee to intimate the Insurance Company with regard to the transfer within the prescribed period of 14 days, will not exonerate the Insurance Company from its liability. Therefore, there is no legal infirmity or irregularity in the impugned award passed by the learned Tribunal."

In the matter of **<u>New India Assurance Company Limited</u> vs <u>J.Kante Devi and others</u>** (supra), a Single Bench of this Court held as under:-

"5. The issue whether the insurer will have a right to recover the amount against a subsequent transferee, who had not informed the insurer will have to be considered in the light of the provision in the old Act and the new Act. If the claim is by the Insured for own damage, the liability of the insurer will arise only under the contract. Therefore, if the fact of transfer is not notified to the insurer and the policy is not transferred, both under the old Act and New Act, the insured's transferor cannot claim recovery. This situation arose in Complete **Insulations (P) Ltd. V New India Assurance Co.Ltd.(1996-2) 112 P.L.R. 202 (S.C.): (1996) 1 S.C.C. 221.** The right to claim under a contract for own damage is however different from a right of the insurer to seek for recovery against the transferor after satisfying the award to the 3rd party. Section 157 refers to a deemed transfer contains additional expressions which were not found in Sections 94 and 95."

In **Ashok Kumar and another** **vs** **Kamla Devi and others,** 2014 (3) SimLC 1302, Hon'ble Himachal Pradesh High Court reversed the findings of the learned Tribunal whereby the Insurance Company of the offending vehicle was exonerated on the premise that the offending vehicle was transferred in the name of some other person by holding that it is only the insurer, who has to indemnify the award.

In the matter of **Gurcharan Singh** (supra), a Coordinate Bench of this Court while discussing the provisions contained in Sections 149(2) and 157 of the Motor Vehicles Act, 1988 (for brevity, `the Act') held that if the offending vehicle was duly insured, but the ownership of the said vehicle had been transferred, in that situation the certificate of insurance and the policy described in the certificate would be deemed to have been transferred in favour of the person to whom the offending vehicle is transferred with effect from the date of its transfer and hence, the Insurance Company of the offending vehicle was bound to satisfy the award as passed against its insured.

In the matter of **Rikhi Ram and another** (supra), Hon'ble the Supreme Court while dealing with Section 103-A of the Motor Vehicles Act, 1939, held that in the event of transfer of the vehicle and failure on the part of the transferee to intimate the insurance Company with regard to the said transfer that would tantamount to breach of policy condition. In the said case it was directed that the Insurance Company could recover the awarded amount either from the insured or from the transferee of the vehicle.

In the matter of **Pushpa and others** (supra), Hon'ble the Supreme Court has dealt with the similar preposition with regard to the transferee of the vehicle and liability of its Insurance Company and it was held that the Insurance Company of the offending vehicle would be liable to satisfy the award.

A perusal of the case law cited by both the rival parties would clearly show that in view of the provisions contained in Section 157 of the Act, the Insurance policy shall be automatically transferred in the name of the subsequent purchaser of the motor vehicle from the registered owner. Sub-section (2) of Section 157 of the Act postulates that within 14 days of the transfer of the vehicle, the transferee has to intimate the Insurance Company of the vehicle with regard to the transfer. In the cases cited by the parties it has nowhere been held that the provisions contained in Section 157(2) Act are mandatory in nature. The judgment cited by Mr.Dewan, learned counsel for the Insurance Company in the matter of **Rikhi Ram** (supra) is not applicable to the facts and circumstances of this case, since Hon'ble the Supreme Court while pronouncing the said judgment was dealing with the provisions of old Motor Vehicles Act. The case in hand is relating to the the new Act enacted in the year 1988 and thereafter amended in 1994.

Another judgment of Hon'ble the Supreme Court in the matter of **Pushpa and others** (supra), cited by the learned counsel for the Insurance Company nowhere postulates that after making the payment, the Insurance Company can recover the amount from the registered owner or the subsequent purchaser of the offending vehicle.

The findings of the learned Tribunal with regard to Issue No.1 do not appear to be correct. Learned Tribunal was right to the extent where it directed the Insurance Company of the offending vehicle to make the payment of the awarded amount to the appellant-claimants but was wrong in authorizing the Insurance Company to recover it from the registered owner of the offending vehicle or its driver.

As a result of above discussion, the case law discussed hereinabove and the facts of this case, this Court holds that the amount to be awarded to the appellant-claimants by this Court is to be paid by the Insurance Company of the offending vehicle.

So far as the issues raised by the learned counsel for the appellant-claimants in FAO-2479-2007 are concerned, there appears to be weight in his arguments, though this Court is in agreement with the findings of the learned Tribunal that implicit reliance cannot be placed on the depositions of the appellant-claimants and other witnesses that Gulshan (since deceased) was earning ₹15,000/- (Rupees fifteen thousand only) per month by plying the two vehicles as taxis and ₹5,000/- (Rupees five thousand only) from dairy farming. Learned Tribunal has recorded cogent reasons for holding that his income can be assessed as ₹6,000/- (Rupees six thousand only) per month.

In view of **Munna Lal Jain and Anr.** vs. **Vipin Kumar Sharma & Ors. 2015(5) JT 1 (Supreme Court)**, 50% of the monthly income of Gulshan (since deceased) has to be added as future prospects while calculating the appropriate amount of dependency. If ₹3,000/- (Rupees three thousand only), i.e. 50% of ₹6,000/- (Rupees six thousand only) is added, then the monthly income of the deceased would arrive at ₹9,000/- (Rupees nine thousand only). It is also correct that in view of the five dependents of Gulshan, $1/4^{th}$ amount for personal expenses should be deducted instead of 1/3rd. Therefore, an amount of ₹2,250/- (Rupees two thousand two hundred and fifty only) can be deducted from ₹9,000/- (Rupees nine thousand only) and the monthly dependency would come to ₹6,750/- (Rupees six thousand seven hundred and fifty only) and if it is multiplied by 12, then the annual dependency would come to ₹81,000/- (Rupees eighty one thousand only). In view of the fact that Gulshan (since deceased) was held to be 36 years at the time of his death, therefore, the multiplier should be of 15 instead of 14 as applied by the Tribunal. If annual dependency of ₹81,000/- (Rupees eighty one thousand only) is multiplied by 15, then the figure would arrive at ₹12,15,000/- (Rupees twelve lacs and fifteen thousand only). Gulshan (since deceased) had left behind three minor children in addition to the widow and old parents, therefore, each minor child is entitled to ₹75,000/- (Seventy five thousand only) under the head **`Love and Affection'**., i.e. ₹2,25,000/- (Rs.75000.00 x 3); the parents of the deceased are entitled to Rs.1,00,000/- under the head **'Love and Affection'** (Rs.50,000/- each) and the widow is entitled to ₹1,00,000/- (Rupees one lac only) for consortium. There also appears to be substance in the submission of learned counsel for the appellant-claimants that ₹25,000/- (Rupees twenty five thousand only) should be awarded to the appellant-claimants for transportation and last rites of corpus of Gulshan (since deceased) and the same is awarded. The total figure comes to ₹16,65,000/- (Rupees sixteen lacs and sixty five thousand only). The calculations made above have been shown in the table made below:

Sr. No. (A)	Heads (B)	%/fraction / multiplier applied (C)	Detail of calculation (D)	Amount (in ₹) (E)
1	Monthly income		Per month	6,000
2	Future prospects	50%	6000/2	3,000
3.	Total monthly income		6000+3000	9,000
4.	Personal expenses	1/4th	9000/4=2250	2,250
5	Total monthly dependency		9000-2250	6,750
6.	Annual dependency		6750 x 12	81,000
7.	Multiplier	15	81000x15	12,15,000
8.	Love and affection to three minor children	75,000 each	75000 x 3	2,25,000
9.	Love and affection to parents	50,000 each	50,000 x 2	1,00,000
10.	Consortium to widow		1,00,000	1,00,000

11.	Funeral expenses		25,000	25,000
12.	Total		Sum of 7(D) to 11(D)	16,65,000.00

In the matters of **Neeta and others v. Divisional Manager, Maharashtra State Road Transport Corporation, 2015 ACJ 598,** and **Jitendra Khim Shankar Trivedi v. Kasam Daud Kumbhar, 2015 ACJ 708,** Hon'ble the Supreme Court had awarded interest @ 9% per annum from the date of filing of the petition till realization and, as such, in the present case, the appellant-claimants are entitled to interest @ 9% per annum on the awarded amount from the date of filing of the petition till full and final payment is made. So ordered.

Conclusion:

(i) The United India Insurance Company Limited shall be liable to make the payment of the awarded amount;

(ii) The appellant-claimants shall be entitled to a sum of ₹16,65,000 (Rupees sixteen lacs and sixty five thousand only) along with interest @ 9% per annum from the date of filing of the claim petition till realization;

(iii) the amount shall be disbursed to the appellant-claimants in the ratio as per the orders passed by the learned Tribunal; and

(iv) the amount already paid by the Insurance Company shall be deducted from the enhanced award passed by this Court.

All the three appeals are partly allowed.

One copy each of this order be placed on record in connected appeals, i.e. FAO-1567 and 1584 of 2007.

July 22, 2015 **(NARESH KUMAR SANGHI)**
meenu **JUDGE**