IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 03.06.2016

DELIVERED ON : 22.06.2016

Coram

The Honourable **Mr.Justice RAJIV SHAKDHER**

C.A.No.1708 of 2010
in C.P.No.30 of 1981

V.Manoharan
.. Applicant

Vs.

1. S.R.K.Prasad
   Director,
   Ramakrishna Industries Pvt., Ltd.,
   53-54, Jothi, Race Course Road,
   Coimbatore - 641 018.

2. Ramakrishna Industrial Pvt., Ltd.,
   3/5 Mettupalayam Road,
   Jothipuram Post,
   Perianaikanpalayam,
   Coimbatore - 641 047

3. The Tahsildar (South),
   Taluk Office,
   Coimbatore - 18.

.. Respondents

For Applicant : Mr.V.Raghavachari
for Mr.C.Hanumantha Rao

For Respondents : Mr.H.Karthik Seshadri
for M/s.Iyer and Thomas - R1 & R2

ORDER

Prefatory facts:

1. This is an application filed in a disposed of Company Petition. The Company Petition, which is numbered as C.P.No.30 of 1981 was disposed of on 19.12.2001. On that date, the Company Petition C.P.No.30 of 1981 was dismissed.

2. In the Company Petition, one Mr.V.Manoharan is arrayed as the 6th respondent. The captioned application has been filed by the Power of Attorney holder of the 6th respondent, i.e., Mr.V.Manoharan.

3. In the captioned application, three respondents have been arrayed. The 1st respondent is one Sri.S.R.K.Prasad (here after referred to as SRKP). SRKP is the 5th petitioner in C.P.No.30 of 1981. Likewise, the 2nd respondent in the captioned application is a company, by the name, Ramakrishna Industrial Pvt. Ltd., (in short RIPL). RIPL is arrayed as 1st respondent in C.P.No.30 of 1981. The 3rd respondent in the captioned application is the Tahsildar (South), Taluk Office, Coimbatore. This respondent was not a party to the main Company Petition (i.e., C.P.No.30 of 1981).

3.1. The reason, perhaps, the Tahsildar, has been arrayed as a party in the captioned application is on account of a sealing order passed by him, which impacts the applicant, i.e., Sri.V.Manoharan. It appears that the Tahsildar has sealed the factory premises, which are located at No.483 - 488, Avinashi Road, Peelamedu, Coimbatore – 600 004, (in short the "factory premises").

3.2. Interestingly, while the sealing order is not on record or at least was not shown to me by the learned counsel for the applicant during the course of arguments advanced before me, my attention was drawn to the order of the Tahsildar dated 20.10.2008, whereby, he threatened attachment of movable and immovable properties (belonging to the applicant, Sri.V.Manoharan and the first respondent, SRKP), under the relevant Revenue Recovery Act, in case the gratuity dues of the workers were not completely paid.

4. It is in this context that V.Manoharan has filed this application, whereby, a prayer has been made that this Court should issue a direction to the 1st respondent, i.e., SRKP and the 2nd respondent, i.e., RIPL to deposit with the Assistant Commissioner of Labour, jointly and severally, the balance sum towards gratuity,

amounting to Rs.34,49,345/- together with interest and penal interest. Based on the aforesaid, it is sought to be stressed that if such a direction is issued, then, the workers of RIPL would be able to obtain their gratuity dues.

4.1. To be noted, though, what the applicant/V.Manoharan is actually concerned with is the consequent direction, which, as indicated above, seeks removal of the seal put on the factory premises, belonging to him.

5. Before I proceed further, it may be relevant to indicate the broad background, in which, the instant application has been filed.

Background:

6. The record shows that RIPL, which was incorporated in 1946, was controlled and managed by members of two families. The families were headed by two brothers, ie., Sri.R.Venkataswami Naidu and P.R.Ramakrishnan. Since, disputes and differences arose between the members of the two families, an application under Section 433(e) and (f) read with Section 434 and 439(1)(b)(c)(d) of the Companies Act, 1956 (in short 1956 Act), was filed. The record shows that the Official

Liquidator (OL) was appointed by this Court as the Provisional Liquidator (PL); who, consequently, took charge of the assets of RIPL.

7. Apparently, during the pendency of the proceedings in this Court, the aforementioned two factions, so to speak, arrived at an "oral" family arrangement. This family arrangement was, apparently, arrived at on 22.01.1995. In the application it is averred that the said oral family arrangement was reduced to writing on 10.02.1995.

8. As per the terms of the Memorandum of Family Arrangement dated 10.02.1995 (MOA), a division of assets was undertaken, which included the control and management of RIPL as well.

9. A perusal of MOA would show that it, evidently, brought about a holistic settlement amongst persons, who were parties thereto. This is apparent from the fact that it deals with assets of companies other than RIPL as well. Insofar as RIPL was concerned, the following stands recorded in the MOA.

M/s.Ramakrishna Industrials Pvt. Ltd.	Ramakrishna Industrials Workshop Unit with 6 acres of land within the compound at Coimbatore (all the assets movable and immovable belonging to this unit) and 50% of all the liabilities of the workshop unit to be transferred to Mr.V.Manoharan.

10. Based on the aforesaid extract of the MOA, the applicant contends that 50% of the liability towards gratuity of 249 workmen is required to be borne by RIPL.

10.1. As noticed above, the prayer sought for in the application, in effect, seeks to foist joint and several liability on the SRKP and RIPL.

10.2. It appears that several interlocutory applications were moved in the pending Company Petition, ie., C.P.No.30 of 1981 to bring forth the factum of a family arrangement having been arrived at between the parties. This Court, on 21.09.1995, disposed of C.A.Nos.218 to 221 of 1995. As much turns on the contents of the said order, for the sake of convenience, the relevant part is extracted hereafter:

> *"Heard both sides. Memo also filed by Mr.V.Radhakrishnan, third respondent in these applications. The parties to the Company Petition have*

arrived at a family arrangement between the two groups. The details of the same are mentioned in the memo filed by Mr.V.Radhakrishnan. In the interests of peace among the parties and welfare of the Company and other industries of the two groups, the memo is recorded and approved by the Court. The Share Certificates belonging to both parties are presented in Court by the learned counsels appearing for the petitioners as well as the respondents in these applications in covers bearing their names with the names of the parties. The covers will be entrusted to the Assistant Registrar (Original Side) High Court, Madras for safe custody. The family arrangements arrived between the parties shall be implemented completely and both parties are directed to perform their respective obligations and undertakings. They are directed to put it in writing, after giving notice to the other side, before 20th October, 1995, before the Assistant Registrar to whom the share certificates and the transfer forms are handed over for safe custody. Thereupon the Assistant Registrar is directed to hand over the covers entrusted to him, to the learned advocates to whom the covers are to be handed over as per the endorsement on the covers. Shares belonging to others are to be filed along with the necessary Transfer Forms before the Assistant Registrar (Original side) High Court, Madras, on 9-10-1995 by the respective parties. The details of Share Certificates

> *presented in Court by both parties are also given in separate lists. The Assistant Registrar, will have the custody of these documents till 20th October, 1995. It is made clear that only after the family arrangement is implemented fully, the covers will be handed over to the respective advocates. Petitions are ordered accordingly."*

11. It appears that nothing of much significance, at least insofar as the present application is concerned, occured thereafter, till 19.12.2001, when, the Company Petition, i.e., C.P.No.30 of 1981 came up for hearing before the Court. The Court after recording the submission of counsel for the petitioner that ***"practically nothing survives in the company petition"***, dismissed the Company Petition.

12. Nine years later, ie., in 2010, the present application has been moved. In the interregnum, the applicant had received, even according to him, on 26.07.2004, summons from the Tahsildar with regard to the payment of dues concerning the workers of RIPL. According to the applicant, he had furnished a reply dated 27.07.2004, wherein, he had indicated that he had paid 50% of the dues of RIPL, concerning the workshop unit, Nava India and Printing Press, on

30.06.2003. It was, apparently, also indicated that due intimation was sent in that behalf to the Chairman of RIPL, on 16.06.2004.

13. Pertinently, the applicant had also filed a Writ Petition in this Court, being W.P.No.27911 of 2004, assailing the summons dated 26.07.2004, issued by the Tahsildar. In addition, a prayer was sought, not only against the official respondents impleaded therein, but also vis-a-vis, SRKP, to the effect, that they should forbear from taking any action against the applicant in respect of recovery of gratuity liability of RIPL.

14. This Writ Petition came to be dismissed by a learned single Judge of this Court vide order dated 12.09.2007 with the observation that the applicant would appear before the Tahsildar and explain the circumstances with regard to the purported payment of gratuity dues. In this connection, the applicant was also directed to produce the necessary records to establish payment of monies towards gratuity to the workers of RIPL.

15. Consequent thereto, the Tahsildar, evidently, carried out an enquiry, and thereafter, as it appears, passed an order dated

20.10.2008, to which I have made a brief reference herein above. The Tahsildar, in his order appears to have come to the conclusion that the applicant had paid a sum of Rs.33,81,372/- towards gratuity, and that, he was required to pay a further sum of Rs.67,973/-. Insofar as the SRKP was concerned, he was, according to the Tahsildar, required to pay a sum of Rs.34,49,435/-. In effect, according to the Tahsildar, on the date he passed the order, the liability on account of gratuity to workmen was a sum totalling to Rs.35,17,318/-.

15.1. It may be of some relevance to note that that though SRKP had, evidently, taken a stand, (to which, there is a reference in the order of the Tahsildar) that the liability towards one time settlement of dues of the concerned bank (i.e., Canara Bank) to the extent of Rs.1,30,05,616/- had been discharged by him, the Tahsildar, however, side stepped the issue, perhaps, for the reason that he was concerned with the payment of gratuity dues alone.

16. The applicant avers that in consonance with the order dated 20.10.2008, passed by the Tahsildar, he had deposited a draft in the sum of Rs.67,973/- with the Assistant Commissioner of Labour with the request that the factory premises be de-sealed.

17. The record shows that since the factory premises were not de-sealed, it propelled its owner, that is the concerned company, i.e., RVS Industries Limited, to file a Writ Petition in this Court. This Writ Petition was numbered as: W.P.No.4989 of 2009.

17.1. Noticeably to begin with, neither the applicant nor SRKP was arrayed as party to those proceedings. A single Judge of this Court, though, dismissed the said Writ Petition, on 09.12.2009, with the following observations:

> *"7. In the present case, the workers had also got an order in their favour, pursuant to which the first respondent was directed to initiate revenue recovery proceedings. By a paper arrangement, the petitioner cannot defeat the right of workers from getting their gratuity. If at all, there is any due for the second respondent, he has to make a claim against the third respondent. In fact, it is an admitted case that though the petitioner company is a private limited company, it has only taken on lease the movable and immovable properties of the Ramakrishna Industries Pvt. Ltd. Therefore, they cannot claim to be the owner of the said property. The properties of that company includes landed properties. Therefore, there is no question of the petitioner company claiming any ownership of the said*

property.

8. In the light of the above, the prayer made by the petitioner cannot be countenanced by this court. Accordingly, the writ petition will stand dismissed. No costs. There is no impediment for the first respondent to take revenue recovery proceedings for collecting the amounts due and payable to the workers towards gratuity. Consequently, connected miscellaneous petition also stand dismissed."

18. This order of the learned single Judge was carried in appeal to the Division Bench. The appeal met with the same fate and, consequently, was dismissed vide order dated 23.04.2010. It may be pertinent to note that before the Division Bench, SRKP (who was impleaded as third respondent in the said Writ Petition) took the following stand:

"5. Learned senior counsel appearing for the third respondent submitted that it would not be correct to segregate 50% of gratuity dues correctly and as on date of the memorandum of understanding, there was a liability of Rs.2,11,33,722/- and out of which, Rs.1,30,17,116/- was paid by the third respondent to the Canara Bank and that is how the company survives and therefore, as far as the third respondent is concerned, he had discharged his obligation of payment of 50% of the liability. Learned senior counsel also submitted that in

any event, the appellant is only a lessee of the company and therefore, the learned single judge had rightly rejected its prayer."

19. Interestingly, though, RVS Industries Ltd., that is, the Writ Petitioner, which was also the appellant before the Division Bench, did not carry the matter any further; a Special Leave Petition was, however, filed by the applicant, i.e., V.Manoharan. The Special Leave Petition was numbered as: SLP (Civil) No.18762 of 2010. The applicant via the said SLP, assailed the order of the Division Bench dated 23.04.2010. The SLP came up for hearing before the Court, on 06.08.2010 when, the applicant, sought leave to withdraw the petition to approach the Company Court for appropriate orders. The Court, however, dismissed the SLP as not pressed.

20. It is in this background, as indicated above, the present application has been filed.

Submissions of counsels:

21. Mr.V.Raghavachari, learned counsel on behalf of the applicant made the following broad submissions, backed by documents to which, I made a reference in the course of discussion:

21.1. The applicant, in consonance with the MOA, had paid his share of the liability towards gratuity dues of the workmen of RIPL. This aspect came to be discussed in the Board of Director's (BODs) Meeting dated 09.10.2003. Pursuant to the decision taken at the BODs meeting dated 09.10.2003, the applicant, paid a sum of Rs.77,49,861/-, though, the amount determined and payable as per the decision of the BOD was a sum of Rs.74,74,861/-. In other words, the applicant paid an excess amount of Rs.2,75,000/-.

21.2. This was sought to be established by placing reliance on a photocopy of the Banker's Cheque dated 21.03.2005, drawn in favour of RIPL in the sum of Rs.77,49,861/-. The Banker's cheque was, apparently, issued by SBI, having its branch at Peelamedu, Coimbatore.

21.3. This apart, reliance was also placed on a deed of undertaking, warranty and disclaimer dated 30.03.2005, executed as between RIPL and the applicant. Based on the aforesaid instrument dated 30.03.2015, it was asserted that the applicant had paid the aforementioned amount of Rs.77,49,861/- as full and final settlement towards 50% of the ascertained liabilities concerning the workshop unit of RIPL; that is, that the part of the property which had come to his share.

21.4. In support of his submissions, learned counsel relied upon the following decisions as well:

(i) (1992) 74 Company Cases 42 (Deepa Anant Bandekar V. Rajaram Bandekar (Sirigao) Mines (P) Ltd.

(ii) (1981) 19 DLT 353 (Delhi Development Authority V. Punjab National Bank)

(iii) (2006) 8 Supreme Court Cases 531 (Hansa Industries Ltd., & others V. Kidarsons Industries (P) Ltd. and

(iv) (2010) 7 SCC 1 (Reliance Industries Limited V. Reliance Natural Resources Limited)

22. As against this, Mr.Karthik Seshadri, learned counsel for RIPL made the following submissions:

22.1. That the application could not be entertained, as it is moved in a Company Petition, which stood dismissed. It was emphasised that the Company Petition was dismissed on 19.12.2001.

22.2. In the context of the submission made above, it was stressed that given the huge lapse of time the management and control of the RIPL had changed. Reference in this regard was made to the submissions made in paragraph 3 of the counter affidavit filed by one S.Abdul Rasheed on behalf of RIPL.

22.3. It was stated that a share purchase agreement was executed between the present management and, one, Sri.Mani and his Associates, on 07.08.2013. The submission was that, the present promoters of RIPL, were not privy to the transactions adverted to in the captioned application, and that, none of the averments made in the application were admitted to, by RIPL.

22.4. That even according to the applicant, the purported liability towards gratuity dues was that of SRKP, and that too, in his personal capacity. In this behalf, reliance was placed on the submissions made in paragraph 6 of the affidavit filed in support of the Judges summons.

22.5. This assertion was also sought to be supported by placing reliance on paragraphs 4 and 7 of the order dated 09.12.2009, passed in W.P.No.4989 of 2009. In this regard, attention was also sought to be drawn to the affidavit filed by the applicant in the said Writ Petition, wherein it was contended that the applicant had to work out his rights, if any, against SRKP and not against RIPL.

22.6. The order dated 21.09.1995 required a handing over of share certificates to the concerned authorities only after the MOA was fully implemented. It was stressed that since share certificates were handed over, the MOA was obviously fully implemented, and therefore, logically, nothing remains to be fulfilled. In other words, it was contended that at this juncture and point in time, RIPL could not be mulcted with the liability pertaining to gratuity, as was sought to be contended by the applicant.

22.7. The fact that the main petition, i.e., C.P.No.30 of 1981 was dismissed on 19.12.2001, was crucial to the cause of RIPL and its present promoters, as any direction issued at this juncture at the behest of the applicant to call upon RIPL to pay the purported liability towards gratuity would be unfair. It was, in this context, contended that after passing of the order dated 19.12.2001, this Court, had become functus officio, and therefore, no orders could be passed in the present application.

22.8. De hors the above, it was contended that, as observed in the order dated 23.04.2010, passed by the Division Bench, in W.A.No.120 of 2010, the dispute pertains to interpretation of MOA. It was submitted that it would have to be ascertained in a proper proceeding as to whether the parties to the MOA were required to bear the burden to the extent of 50% of the gratuity liability or, as contended, 50% of the overall liability, of which, liability towards gratuity formed only a part.

22.9. Furthermore, it was contended that RIPL was neither a party to the MOA nor W.P.No.4989 of 2009 or, even W.A.No.120 of 2010. It was stressed that SRKP resigned as a Director of RIPL long back and that he was not associated with the company during the time when the Writ Petition and the Writ Appeal were prosecuted before this Court.

23. Lastly, it is contended that the records would show that during the pendency of the captioned application, SRKP was given up as a party in the pending proceedings. In this behalf, reliance was

placed on the orders dated 23.08.2013 and 02.01.2014.

Reasons:

24. Having heard learned counsel appearing for the parties and perused the records, what clearly emerges is as follows:

24.1. The MOA, on which much reliance is placed by the applicant, did not array RIPL as a party. The arrangement was with respect to several assets and companies controlled by two factions of the family, which included RIPL.

24.2. That such an agreement would not have, perhaps, received the imprimatur of this Court, had it been produced, at the relevant point in time, is a matter, which I would not like to comment, as much water has flown since then. Suffice it to say that the company petition, by itself, was dismissed on 19.12.2001, when, both sides portrayed to the Court that nothing survived in the action, and that, certain agreements had been reached between two branches of the family, which were being implemented with consent of the two factions.

24.3. Despite, such a submission having been made before the Court on 19.12.2001, there were perhaps issues which remained unresolved; an aspect which is reflected in the purported BODs minutes of meeting dated 09.10.2003, concerning RIPL.

24.4. The record shows that the control and management of RIPL changed hands, and that, presently, it is represented by a different set of promoters. As a matter of fact, it appears that in the interregnum, one, Mr.Mani, appears to have managed and controlled RIPL.

24.5. The fact that a family arrangement was arrived at between the two waring groups is discernable from the order dated 21.09.1995, passed by this Court in C.A.Nos.218 to 221 of 1995.

24.6. Pertinently, as would be evident from the extract of the order set forth herein above, there is no specific reference to the MOA. This, infact, supports the observation made by me hereinabove, which is that, had the MOA been produced before the court, it may not have received the approval of the Court, without the relevant companies including RIPL being made a party to the said arrangement/agreement, notwithstanding the assertion made by the counsel that the said instrument related to closely held family companies.

24.7. The applicant, in pursuance of the decisions taken in the purported BODs meeting held on 09.10.2003, appears to have paid a sum of Rs.77,49,861/- to RIPL (Unit Jothi Mills). It also appears that this payment was made via a demand draft dated 21.03.2005 and that, immediately, thereafter, on 30.03.2005, a deed of undertaking, warranty and disclaimer was executed between RIPL and the applicant. The said instrument dated 30.03.2005 was apparently executed on behalf of RIPL by two persons, one of whom was SRKP. The deed of undertaking, warranty and disclaimer dated 30th March, 2005 also adverts to the factory premises, and that, via this instrument gave recognition, in effect to the defacto ownership rights of the applicant in the said property.

24.8. That in the proceedings filed before this Court, i.e, W.P.No.27911 of 2004, W.P.No.4989 of 2009 and W.A.No.120 of 2010 while SRKP was impleaded as a party, RIPL was not arrayed as a party.

24.9. It may, however, be noted that insofar as the Writ Petition No.4989 of 2009 and Writ Appeal No.120 of 2010 are concerned, SRKP was been described as Director of RIPL.

25. RIPL via its present management has taken the stand that SRKP had resigned as a Director of RIPL much before the institution of the instant proceedings, and that, SRKP was given up as a party; as is evident, on a perusal of the orders dated 23.08.2013 and 02.01.2014.

25.1. That though Writ Petition No.4989 of 2009, seeking de-sealing of the factory premises was filed by RVS Industries Private Limited, the Special Leave Petition against the order of dismissal was preferred by the applicant herein, i.e., V.Manoharan. The applicant/V.Manoharan was arrayed as respondent No.2 in W.P.No.4989 of 2009.

25.2. In the aforementioned Writ Petition, SRKP has taken a stand that the total liability of RIPL, as agreed to among the family members, amounted to sum equivalent to Rs.2,11,33,722/-, which factored in the liability towards gratuity. In the very same proceedings, SRKP has further averred that 50% of the said liability would amount to Rs.1,05,66,861/- and that he had, as against the said sum, remitted an amount equivalent to Rs.1,30,17,116/-, essentially, to defray the liability of Canara Bank. Thus, in effect, SRKP has taken the stand that he has paid towards the Family Arrangement (i.e., MOA) an excess amount to the extent of Rs.24,50,255/-.

25.3. Lastly, it has emerged that the sealing order, which has been passed by the Tahsildar is in respect of the factory premises, which have come to the share of the applicant herein.

26. In the background of these facts, what has to be addressed in the very first instance is : as to whether this Court would have the jurisdiction to deal with and pass orders in the captioned application, given the fact that the main Company Petition has already been dismissed? To my mind, the answer to the same has to be in the negative, for the simple reason, which is, that the main Company Petition proceedings having come to an end, no interlocutory orders can be passed till such time the main proceedings are revived. There is no such application before me and none has been brought to my notice, whereby, revival is sought of the Company Petition.

27. Furthermore, as would be discernable from the facts set out above, RIPL was not a party to the MOA. As a matter of fact, for some strange and curious reason in none of the Writ actions filed in this Court, was RIPL made a party. As a matter of fact, in the Writ Appeal No.120 of 2010 as well, RIPL was not made a party. As noticed above, SRKP was a party in W.P.No.27911 of 2004 and W.P.No.4989 of 2009, as also, in W.A.No.120 of 2010.

27.1. Though SRKP was described as a Director in RIPL, that, by itself, would not suffice, as the stand taken on behalf of RIPL, via its present management, is that, at that relevant point of time SRKP was not a Director in the said Company.

27.2. Therefore, the argument advanced before me by Sri.Raghavachari, learned counsel appearing for the applicant based on the judgment of the Supreme Court in the case of ***Reliance Industries Limited (supra)*** and that of the Division Bench of Delhi High Court in the case of ***Delhi Development Authority V. Punjab National Bank (Supra)*** that the doctrine of identification would apply given the fact that the family members controlled RIPL, would have no application in the facts of the instant case, as the applicant has not averred with specificity as to the time span between which SRKP continued as a Director of RIPL.

27.3. The aforementioned argument as indicated herein above was sought to be advanced by Mr.Raghavachari, based on the minutes of the BODs dated 09.10.2003, the deed of undertaking, warranty and disclaimer dated 31st March, 2005 and the payments which were made in pursuance of the decisions taken and agreement made thereto.

27.4. It was argued by the learned counsel that these documents would show that SRKP was a director of RIPL, at least, till 31.03.2005. This argument, though attractive, cannot be sustained for the reason that the present management of RIPL has clearly averred that none of these documents form part of their official record. Clearly the management of RIPL has changed twice over. Therefore, the documents, as also its contents may have to be proved in a proper proceedings, that may have to be initiated by the applicant, if he intends to take the matter further.

27.5. The fact that SRKP is not a party to the present proceedings has only complicated the matter, insofar as the applicant is concerned. Mr.Raghavachari's contention that deletion of SRKP as a party to the instant proceedings would have no impact is, a submission, which I may not be persuaded to accept. To my mind, even if it is assumed, for the sake of argument, that SRKP was not a necessary party, he was certainly a proper party to the present proceedings. This, of course, is dependent on, the other issue, which is, whether the instant proceedings would otherwise be sustainable, given the fact that the main petition was dismissed.

27.6. Thus, according to me, the fact that the captioned application was filed 9 years after the Company Petition was dismissed, has, in a manner of speech, taken the life out of the present application.

27.7. Furthermore, even according to the applicant, while the Writ Petitions as well as Writ Appeal (to which I have made a reference above) were filed in the name of the Company, which owns the factory premises, ie., RVS Industries Limited; the present application is pursued by V.Manoharan. The actions of the applicant seem both inconsistent and incongruous to say the least.

28. Therefore, for all these reasons, I am not inclined to entertain this present application. The application is, accordingly, dismissed leaving the parties to bear own costs.

29. Before I conclude, I may indicate that any observations made by me herein above will not come in the way of the applicant in initiating a proper proceedings before an appropriate forum, as he may be advised to pursue, (albeit, in accordance with law), against the relevant entities/person.

22.06.2016

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RAJIV SHAKDHER,J.

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Pre-Delivery Order

in C.A.No.1708 of 2010
in C.P.No.30 of 1981

Dated: 22.06.2016