

THE HON'BLE SRI JUSTICE NOOTY RAMAMOHANA RAO
AND
THE HON'BLE SMT. JUSTICE ANIS

CIVIL MISCELLANEOUS APPEAL No.285 of 2015

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JUDGMENT: *(Per Hon'ble Sri Justice Nooty Ramamohana Rao)*

The plaintiffs/petitioners in I.A.No.668 of 2015 in O.S.No.821 of 2015 have preferred this Civil Miscellaneous Appeal aggrieved by the orders passed on 31.03.2015 by the learned XXV Additional Chief Judge, City Civil Court, Hyderabad dismissing the said I.A.

I.A.No.668 of 2015 (I.A.No.2074 of 2014, earlier) was preferred seeking an injunction to restrain the respondents from conducting physical postal ballot, e-voting, filing of report and result of postal ballot, declaring the result of postal ballot and other consequential or incidental acts in connection with the sale/transfer of the 2nd respondent companies sugar business, pending disposal of the suit.

The case of the appellants is that the 1st appellant herein/1st plaintiff has entered into Memorandum of Understanding (MOU) on 09.12.2008 to takeover 50% of the equity share capital of the respondent No.2 company, held by respondent No.1, persons and entities known to respondent No.1, subject to the terms and conditions stipulated therein. It is his case that the said deed, though is mentioned as MOU, but for all practical purposes accepted and acted upon as an agreement of commercial transaction by and between them. The 2nd respondent/2nd defendant is a company incorporated under the provisions of the Companies Act and its shares are listed on various stock exchanges. As on 09.12.2008, the date on which MOU was entered, the paid up capital of 2nd respondent company was comprising of 2,57,52,000 shares of face

value of 10/- each, which are fully paid up and 1,00,00,000 equity shares of Rs.10/- each, but partially paid at the rate of Rs.2.50/- per equity share. The 1st respondent and persons associated with him are holding 76.92% of the total equity of the 2nd respondent company. As per the terms of MOU dated 09.12.2008, the 1st plaintiff/appellant has to invest a sum of Rs.19.51 crores in the 2nd respondent company which constitutes 50% of the share holding in that company. In terms of and in accordance with said MOU the 1st plaintiff/appellant and the 1st respondent have incorporated a new company named as Shri Venkateshwara Sugar Industries Pvt. Ltd. (for short henceforth referred to as "SVSIPL"). In that company the 1st appellant/ plaintiff and the 1st respondent herein are Directors. It is also agreed between the parties that none of the assets of the 2nd respondent company shall be sold/disposed of, transferred, assigned, mortgaged, pledged or otherwise encumbered, except in favour of the 2nd plaintiff – appellant company, without the written consent of the 1st plaintiff – appellant and without compliance of the applicable provisions and procedures under various enactments from time being in force. It is also the case of the 1st plaintiff/appellant that he has invested considerable amounts pursuant to the MOU dated 09.12.2008 in the 2nd respondent company. However, the shares of the 2nd respondent company have not been allotted to the 1st plaintiff – appellant. Hence, another MOU was entered into on 14.09.2011, which was also accepted and acted upon by both the parties as an agreement, wherein the 1st respondent has agreed to transfer 35% of the equity share holding of 1st respondent in the 2nd respondent company instead of 50% as agreed to earlier, in recognition of the remittance of Rs.13.42 crores by the 1st plaintiff/appellant as against Rs.19.51 crores, which was agreed to be invested by him as per the MOU

dated 09.12.2008. Accordingly, the 1st plaintiff/appellant and his family members have been allotted 61,25,000 fully paid up equity shares of Rs.10/- each and 35,00,000 partly paid up shares of 2nd respondent company. It is also the claim of the 1st plaintiff – appellant that subsequent to the 2nd MOU entered on 14.09.2011 a further sum of Rs.7.92 cores has been invested in 2nd respondent company as per the instructions of the 1st respondent. Further, as per the 2nd MOU dated 14.09.2011 the new company SVSIPL was required to repay the liability of the 2nd respondent to IFCL, in a sum of Rs.2,45,40,554/- and thereafter the assets and liabilities of 2nd respondent company, after being assigned by IFCL shall be transferred back to the 2nd respondent company. In terms of this 2nd MOU dated 14.09.2011 the 1st plaintiff – appellant and the 1st respondent shall contribute each a sum of Rs.1,22,75,000/- to the 2nd plaintiff company, so that the 2nd plaintiff – company would be liquidating the liability of the 2nd respondent – company towards IFCL. Accordingly, 2nd plaintiff – appellant company has paid a sum of Rs.2,45,40,000/- to IFCL and discharged the liability of the 2nd respondent company to IFCL.

IFCL in turn entered into two separate agreements on 24.03.2009 with SVSIPL. IFCL in its capacity as Assignor has agreed to assign to the 2nd plaintiff – appellant company, in its capacity as Assignee and the 2nd plaintiff company has agreed to acquire the ‘financial assistance’ availed by the 2nd respondent - company and further agreed to assign to the 2nd plaintiff – appellant company of all the right, title, interest, estate, claim and demand to the financial assistance under the underlying agreement/security document for the consideration agreed upon. Schedule – C of this deed of assignment reads as under:

“Schedule – C

LIST OF IMMOVABLE PROPERTIES CHARGED IN

FAVOUR OF ASSIGNOR

Detailed Address of the Immovable Properties (Property Description shall be narrated showing exact Survey No. etc.)	
	1. Hypothecation of movable assets at the borrower's factory premises and godowns situate in the State of Andhra Pradesh. 2. Immovable properties viz., Land adm.73.51 acres comprised in S.No.123/4, 124 & 133 in Samayapuram (Koppedu) Village, Nindra Mandal, Pichathur Sub Registration District, Chittor District, in the State of Andhra Pradesh.

Thus, whatever charge/lien/hypothecation/mortgage, thusfar created by the 2nd respondent – company in favour of IFCI, while availing financial assistance from IFCI earlier, stood assigned on and from 24.03.2009, to the 2nd plaintiff – company, of which the 1st plaintiff is a Director, while, the 1st respondent is the other Director.

IFCI has also entered into an agreement for acquisition with the 2nd plaintiff – appellant company on 24.03.2009. Clauses – (c) and (f) in this agreement are relevant for the present and hence they are extracted.

“(C) The Assignor is the absolute and beneficial owner of the Financial Instruments and the receivables there under and entitled to possess them in respect of the underlying transactions;
(F) The Assignor has agreed to assign and the Assignee has agreed to acquire the Financial Asset from the Assignor and the Assignor has agreed to assign to the Assignee all the right, title, interest, estate, claim and demand to the Financial Assistance under the underlying Agreements/Security documents for a consideration as agreed by the parties.”

(Emphasis is played now)

It is also relevant to notice the definition ascribed to the expression ‘Financial Asset’ in clause (d) of Article 1.1 of this agreement.

“(d) ‘Financial Asset’ means collectively all rights and interests of the Seller, in respect of the Debt, Financial

Instruments, including without restriction the Security Interest collectively.”

(Emphasis is played now)

SCHEDULE – 2

THE LIST OF FINANCIAL INSTRUMENTS/ THE
LOAN AND SECURITY DOCUMENTS

Sr.No.	PARTICULARS	DATE OF DOCUMEN T
1.	Loan Agreement (500 lakh)	28/3/1994
2.	<u>Deed of Hypothecation (500 lakh)</u>	28/3/1994
3.	Memorandum of Entry (Rs.500 lakh)	19/5/1995
4.	Memorandum of Entry (Rs.122 lakh)	16/1/1997
5.	Deed of Corporate Guarantee executed by M/s Chodavarapu Finance Private Limited (Rs.500 lakh)	31/3/1994
6	<u>Deed of Personal Guarantee executed Shri Vinod Baid (Rs.500 lakh)</u>	17/6/1994
7.	Deed of Corporate Guarantee executed by M/s Prudential Capital Markets Ltd (Rs.500 lakh)	28/3/1994
8	<u>Deed of Personal Guarantee executed by Shri C.B.Mouli (Rs.500 lakh)</u>	30/3/1994
9	Loan Agreement (122 lakh)	15/10/1996
10	<u>Deed of Hypothecation (122 lakh)</u>	15/10/1996
11	Deed of Corporate Guarantee executed by M/s Prudential Capital Markets Ltd (Rs.122 lakh)	16/10/1996

SCHEDULE – 2

LIST OF IMMOVABLE PROPERTIES CHARGED
IN FAVOUR OF ASSIGNOR

Detailed Address of the Immovable Properties (Property Description shall be narrated showing exact Survey No.etc.)

	1. <u>Hypothecation of movable assets at the borrower's factory premises and godowns</u> situate in the State of Andhra Pradesh. 2. <u>Immovable properties</u> viz., Land adm.73.51 acres comprised in S.No.123/4, 124 & 133 in Samayapuram (Koppedu) Village, Nindra Mandal, Pichathur Sub Registration District, Chittoor District, in the State of Andhra Pradesh.
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From this agreement of acquisition dated 24.03.2009, all those rights created by Sri Vinod Baid, the 1st respondent herein, as well as the 2nd respondent – company in favour of IFCI, stood acquired by the 2nd plaintiff company.

It was also pointed out by the plaintiffs that the 1st respondent has inappropriately moved the High Court for appointment of an Arbitrator alleging that the 1st plaintiff – appellant has not complied with the terms of MOU. The Arbitral Tribunal was constituted by this Court by passing an appropriate order in Arbitration Application No.86 of 2013 and the proceedings before the Arbitral Tribunal have already commenced by both sides, who lodged their respective claims.

In the meantime, it is alleged that the 1st respondent with a bad intention to transfer the assets of the 2nd respondent company has issued a notice of postal ballot on 26.08.2014 seeking approval of the shareholders to transfer, sell, assign, deliver or otherwise dispose of the sugar business of the 2nd respondent company on slump sale basis as an ongoing concern along with its assts, liabilities and debts to a prospective buyer or to separate entity or to a Special Purpose Vehicle (SPV) to be created for the said purpose or to a subsidiary company for consideration and on such terms and conditions as the Board may deem fit. As per the explanatory note, the 2nd respondent company has held discussions with prospective investors and after due deliberations, the Board has formed

an opinion to achieve the purpose by 'separating sugar business from allied businesses of the 2nd respondent company' and hence the said business is to be transferred to a separate entity. This attempt of the respondent Nos.1 and 2 has been resisted and triggered the suit and hence the I.A.No.668 of 2015 (I.A.No.2074 of 2014 earlier) (pursuant to an order dated 16.02.2015 passed in Tr.C.M.P.Nos.787 of 2014 and 6 of 2015) has been moved.

In the counter affidavit filed by the 2nd respondent several objections have been raised with regard to the maintainability of the suit, including that the suit as it is not liable to be entertained in view of Section 10 of the Companies Act and that only the Company Court can entertain any such lis and that the 2nd plaintiff had never been authorised to institute the suit and the suit instituted by the 2nd plaintiff in the form and the manner in which it is instituted lacks authority or sanction.

On merits, it was urged that as per the 2nd MOU dated 14.09.2011, the earlier MOU dated 09.12.2008 stood superseded and hence no obligation arising under the said MOU dated 09.12.2008 can get enforced. On merits it was further urged that the contention of the plaintiffs/petitioners in the I.A. that the theme behind the postal ballot is to deprive the rights of the petitioners is termed as absolutely false and ill-founded and hence liable to be rejected.

Learned Trial Judge has dismissed the I.A.No.668 of 2015 on the ground that by virtue of the terms and conditions stipulated in the 2nd MOU the terms and conditions of the 1st MOU stood superseded. Since Arbitration proceedings are already initiated and since both parties have laid their respective claims, according to the learned trial Judge, causing irreparable loss would not arise and hence the plaintiffs/petitioners are not entitled for grant of the injunction as prayed for. Accordingly, he dismissed the I.A. and it is against that order, the present CMA is preferred.

Heard Sri P.Venu Gopal, learned Advocate General on behalf of the appellants and Sri Vedula Venkata Ramana, learned Senior Counsel and Sri Milind G.Gokhale for the respondents.

The scope and width of the Civil Miscellaneous Appeal is limited, as it is directed against an order passed in an Interlocutory Application seeking grant of injunction. An injunction is, generally liable to be granted to prevent any possible injury likely to visit the party who moves such an application or to prevent injustice from being perpetrated by the opposite parties or to prevent miscarriage of justice. For seeking an injunction, a prima facie case is liable to be made out, and strong proof of the possible mischief should be brought out. At the stage of consideration of an injunction application, maintainability of the suit itself may or may not be gone into depending upon the facts and circumstances of the case. When there is no absolute bar under any statute, the Civil Court would not be assuming at an interlocutory stage, generally, that it would be lacking any jurisdiction to entertain the lis. Further, the issues involved in a case would not be examined in depth, at interlocutory stages, normally. Further, lack of jurisdiction in a Civil Court is a mixed question of law and fact and hence collection of evidence is required.

The Supreme Court has culled out the relevant principle to be kept in view in **Colgate Palmolive (India) Ltd. Vs. Hindustan Lever Ltd.**^[1], which is to the following effect:

“43. The grant of an interlocutory injunction during the pendency of legal proceedings is a matter requiring the exercise of discretion of the court. While exercising the discretion the court applies the following tests - (i) whether the plaintiff has a prima facie case; (ii) whether the balance of convenience is in favour of the plaintiff; and (iii) whether the plaintiff would suffer an irreparable injury if his prayer for interlocutory injunction is disallowed. The decision whether or not to grant an interlocutory injunction has to be taken at

a time when the existence of the legal right assailed by the plaintiff and its alleged violation are both contested and uncertain and remain uncertain till they are established at the trial on evidence. Relief by way of interlocutory injunction is granted to mitigate the risk of injustice to the plaintiff during the period before that uncertainty could be resolved. The object of the interlocutory injunction is to protect the plaintiff against injury by violation of his right for which he could not be adequately compensated in damages recoverable in the action if the uncertainty were resolved in his favour at the trial. The need for such protection, has, however, to be weighed against the corresponding need of the defendant to be protected against injury resulting from his having been prevented from exercising his own legal rights for which he could not be adequately compensated. The court must weigh one need against another and determine where the "balance of convenience" lies, (see: *Wander Ltd, v. Antox India, (P.) Ltd.* [1989]2SCR275"

The Supreme Court has once again brought out the relevant principle in **Shanti Kumar Panda vs. Shakuntala Devi**^[2] as under:

"22. At the stage of passing an interlocutory order such as on an application for the grant of ad interim injunction under Rule 1 or 2 of Order 39 of the CPC, the competent Court shall have to form its opinion on the availability of a prima facie case, the balance of convenience and the irreparable injury -- the three pillars on which rests the foundation of any order of injunction....."

Justice S.B. Sinha has traced out the principles in **Transmission Corporation of A.P.Ltd & Ors. vs. Lanco Kondapalli Power Pvt. Ltd**^[3], as under:

45. In Wander Ltd. and Anr. v. Antox India P. Ltd., it is stated:

"The interlocutory remedy is intended to preserve in status quo, the rights of parties which may appear on a prima facie case. The court also, in restraining a defendant from exercising what he considers his legal right but what the

plaintiff would like to be prevented, puts into the scales, as a relevant consideration whether the defendant has yet to commence his enterprise or whether he has already been doing so in which latter case considerations somewhat different from those that apply to a case where the defendant is yet to commence his enterprise, are attracted."

.....

47. Conduct of the parties is also a relevant factor. If the parties had been acting in a particular manner for a long time upon interpreting the terms and conditions of the contract, if pending determination of the lis, an order is passed that the parties would continue to do so, the same would not render the decision as an arbitrary one, as was contended by Mr. Rao."

Very aptly, it was set out by the Supreme Court in **BSES Ltd vs.**

Tata Power Co. Ltd and Ors ^[4], as under:

"26. An interim arrangement is normally made on a prima facie consideration of the matter and on broad principles without examining the matter in depth....."

Fortunately, in the instant case, two factors are not in dispute. They are

- (1) the 1st plaintiff – appellant has invested substantial sums of money running into few crores of rupees (Rs.13.65 crores towards equity + Rs.5.25 crores as loan + Rs.1.27 crores paid to IFCl) pursuant to the two MOUs entered into by and between the parties
- (2) the 2nd plaintiff has entered into two separate agreements with IFCl on 24.03.2009. By virtue of these two agreements, the liability of the 2nd respondent company towards IFCl was discharged by repaying the debt in a sum of Rs.2.45 crores.

It is further not in doubt that the 1st plaintiff – appellant and the 1st

respondent have together contributed little more than Rs.1.27 crores each to enable the 2nd plaintiff company to discharge the said debt of 2nd respondent company towards IFCI. Once the said debt is completely discharged, it is the 2nd plaintiff company, which has stepped into the shoes of the earlier creditor of the 2nd respondent company namely IFCI and consequently it was holding the charges right over the movable and immovable assets of the 2nd respondent company and the personal guarantees held out to IFCI by the 1st respondent over which security interest was created earlier in favour of IFCI.

When we study the terms and conditions of these two agreements entered on 24.03.2009 by and between the 2nd plaintiff and the IFCI, it emerges that all the rights and privileges of IFCI stood assigned to the 2nd plaintiff henceforth. In such an event, without the express consent and knowledge of the 2nd plaintiff company, no business interest/asset of the 2nd respondent company could have been transferred at all. Any such transfer is patently illegal, as the charge of the 2nd plaintiff company was not discharged. Let us assume for the sake of argument, that the suit constituted by the 2nd plaintiff company is not maintainable, as urged by the respondents herein and the suit to that extent is liable to be dismissed, even then, the 1st plaintiff has paid 50% of the amount of Rs.2.45 crores paid to IFCI, by making a contribution, along with the 1st respondent herein, to the 2nd plaintiff, which amount was eventually paid to IFCI and hence, to that extent he can seek, individually to protect the interests of the 2nd plaintiff company even in it's absence in the suit. So, the rights and interests of the 1st plaintiff in the 2nd respondent company are substantial in nature and extensive. Further, the 1st respondent has held out certain personal guarantees to IFCI earlier, which also got assigned to the 2nd

plaintiff company.

In this factual backdrop, it is worth recalling the scope and ambit of injunctions. The classic work of Nelson's Law of Injunctions (4th Edition) brings out the essence thereof in the following paragraphs:

The relief afforded by an injunction is a species of specific relief, and is termed preventive relief, being afforded by preventing a party from doing that which he is under an obligation not to do. The effect of an injunction in its application to a contract is thus exactly the same as that of specific performance, i.e. they both effect the fulfilment of the promises or covenants of the contract; the former forbidding the breach of the negative terms of the contract; and the latter commanding the execution of the positive terms. "Covenants are either of an affirmative or negative nature. Where a man covenants that something has been done or shall be done hereafter, the covenant is affirmative. Where a man covenants that a thing has not been done or shall not be done hereafter, the covenant is a negative one. In cases where the covenant is affirmative, the remedy in equity is by way of specific performance. If it is a negative one, the remedy is by way of injunction. (See: Kerr on Injunctions, 439)

An injunction in relation to a contract is thus in effect an order for specific performance. "An agreement," said Lord St.Leonards in *Lumely v. Wagner* (1 De. G. M. & G. 604 at p.615: 21 L.J.Ch. 898) "may be as effectually performed in this way as by an order for the performance of the thing to be done." It is, as was said by Lord Cairns, an order for specific performance of negative bargains (*Doherty v. Allman*, L.R. 3 Ap. Cas. 709 at p.720). Where the Court grants an injunction restraining the breach of any express or implied term of a contract; it is evident that it *pro tanto* specifically enforces the performance of the contract; and where the contract comprises positive and negative terms, and the Court enforces the former by a decree for specific performance, it will enforce the latter by injunction, thereby securing the complete performance of the contract as a whole (Fry, Specific Performance, 1147, p.1148.)

Unfortunately, the learned Trial Judge in spite of noticing these 2 agreements, has failed to take into consideration and account the terms and conditions stipulated therein. Not even a casual look is spared, it looks like. This failure has led the learned Trial Judge in a wrong direction. It was not the case of the respondents herein that they have obtained the necessary consent or clearance from the 2nd plaintiff company for transfer of business of 2nd respondent company. In the face of the agreement entered into by IFCI with the 2nd plaintiff company, it is fundamental requirement that no asset of the 2nd respondent company could be encumbered afresh or transferred in favour of any other 3rd party or entity.

Section 53 of the Transfer of Property Act brings out the principle in very clear and unambiguous terms by specifying that every transfer of immovable property made with intent to defeat or delay the creditors or the transferor shall be voidable at the option of any creditor so defeated or delayed. The first plaintiff, it is noteworthy, is not disputed by the respondent herein as a creditor of the second respondent company.

That is what exactly has been sought to be done by the respondents by inviting the postal ballots. The interest of the 1st plaintiff in both the 2nd plaintiff company and the 2nd respondent company is also not disputed. In such circumstances, no attempt has been made by the learned Trial Judge firstly to ascertain where does the balance of convenience lie and then balance the competing interests of the parties and in particular that of the 1st plaintiff who invested substantially. By dismissing the I.A., an irretrievable situation has been allowed to be created by the opposite parties. Even if the plaintiffs or for that matter the 1st plaintiff alone were to

succeed later on in the suit, they/he would only end up fighting the litigation and will find it extremely hard to secure any of their rights. Therefore, if the learned Trial Judge had felt that it is not a case for grant of injunction as prayed for, he ought to have exercised the discretion vested in him and ought to have made an attempt to preserve and safeguard the situation and the rights of parties till such time the suit is decided. In the absence of any such attempt of preserving the status and if the respondents are allowed to transfer the assets and the business of the 2nd respondent company in the meantime nothing perhaps substantial would remain to be dealt with in the main matter.

In a case of this nature, we feel, that in the facts and circumstances of the case, the status quo existing as on 31.03.2015 ought to have been directed to be preserved even if the postal ballot may have been allowed to be carried out. If the primary and essential business of the 2nd respondent company is allowed to be transferred, grave hardship and irreparable injury could be caused to the interests of both the plaintiffs/appellants.

Further, on one hand the respondents have urged that the rights of the plaintiffs/appellants are not going to be effected, while in reality, the core business of the 2nd respondent company is sought to be transferred to third parties, which is clearly capable of impairing the rights of the plaintiffs/appellants on a permanent basis.

The 1st plaintiff – appellant having invested substantial amounts of money with the 2nd respondent – company is now virtually left high and dry. Hence, clearly a *prima facie* case is made out for grant of injunction. That apart, the balance of convenience is lying in favour of the plaintiffs/appellants. Lest, they would be put to irreparable injury which cannot be compensated in monetary terms.

Applying the legal principles noted above and in view of a strong

prima facie case made out and if core business of the 2nd respondent company is allowed to be transferred to a third party pending the suit irreparable injury would be caused to the plaintiffs/appellants, we are, of the opinion that the order passed in I.A.No.668 of 2015 in O.S.No.821 of 2015 deserves to be modified by issuing the following direction”

“The respondents shall necessarily maintain the ***status quo*** existing as on 31.03.2015 in respect of the business, assets, liabilities, encumbrances etc of the 2nd respondent company.”

Since certain other developments have also taken place in the meantime, it would only be fair and appropriate for us to provide a reasonable time for the respondents to bring back the situation as it was existing as on 31.03.2015, for this purpose we grant respondents 60 days time. The respondents are directed to file, by way of sworn affidavits - to be kept on record of O.S.No.821 of 2015 on the file of XXV Additional Chief Judge, City Civil Court, Hyderabad, after serving copies on the opposite side - bringing out clearly and in detail as to how the position existing as on 31.03.2015 with regard to the business, assets and liabilities of the 2nd respondent company are now brought back and are being maintained.

Accordingly, the Civil Miscellaneous Appeal stands disposed of modifying the order under appeal as indicated supra. No costs.

Consequently, the miscellaneous petitions pending, if any, shall also stand closed.

JUSTICE NOOTY RAMAMOHANA RAO

JUSTICE ANIS

13.04.2016

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Note: LR copy to be marked

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*** THE HON'BLE SRI JUSTICE NOOTY RAMAMOHANA RAO**

AND

*** THE HON'BLE MRS. JUSTICE ANIS**

+ C.M.A. No.285 of 2015

% 13.04.2016

Mr. Chdavalavada Krishna Murthy and
another

....Appellants

v.

\$ Mr. Vinod Baid and 2 others

.... Respondents

! Counsel for the Appellants : Sri T. Balaji

Counsel for Respondent: Sri Milind G. Gokhale

Sri Satish Kumar Varma

<Gist :

>Head Note:

? Cases referred:

1. (1999) 7 SCC pg 1
2. (2004) 1 SCC pg 438
3. (2006) 1 SCC 540
4. (2004) 1 SCC 195

HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND FOR THE STATE OF ANDHRA PRADESH

-
C.M.A. No.285 of 2015
-

BETWEEN

Mr. Chdavalavada Krishna Murthy and
another

....Appellants

AND

Mr. Vinod Baid and 2 others

.... Respondents

JUDGMENT PRONOUNCED ON: 13.04.2016

THE HON'BLE SRI JUSTICE NOOTY RAMAMOHANA RAO _____

AND

THE HON'BLE SMT. JUSTICE ANIS _____

1. Whether Reporters of Local newspapers may be allowed to see the Judgments?
2. Whether the copies of judgment may be marked to Law Reporters/Journals
3. Whether Their Ladyship/Lordship wish to see the fair copy of the Judgment?

[\[1\]](#) (1999) 7 SCC pg 1

[\[2\]](#) (2004) 1 SCC pg 438

[\[3\]](#) (2006) 1 SCC 540

[\[4\]](#) (2004) 1 SCC 195