HONOURABLE Dr. JUSTICE B.SIVA SANKARA RAO

CCCA No.220 of 2005

JUDGMENT:

The appellant is the 1st defendant in O.S. No.912 of 2002 on the file of X Senior Civil Judge (F.T.C) City Civil Court, Hyderabad among four defendants. The suit was filed before the trial Court by plaintiff/L.I.C (1st respondent to the appeal) against the four defendants viz., the appellant D.Gopala Krishna Rao, the respondents 2 to 4 herein D.Rama Devi, D.Pavan Kumar and D.Venkateswara Rao. The defendants 2 to 4 are wife and sons of late D.Rama Krishna Rao, S.R.Nagar, Hyderabad, no other than brother of 1st defendant. The plaintiff filed the suit based on equitable mortgage seeking for mortgage preliminary decree for recovery of Rs.6,73,575/- with subsequent interest to realize from mortgaged property.

2) The factual matrix of the plaint before the trial Court in nutshell was that the 1st defendant and his brother Rama Krishna Rao i.e., the husband of the 2nd defendant and father of Defendant Nos.3 and 4 supra, approached the plaintiff/L.I.C for a loan of Rs.1,50,000/- each. The said two brothers jointly purchased under sale deed dated 19.09.1990 from A.P. Housing Board property that was latter orally partitioned between them on 28.01.1991 covered by memorandum of past partition dated 13.03.1991 and they deposited the said sale deed pertains to the property Door No.270-192/3, RT, MCH No.7-1-621/305 of S.R.Nagar, Hyderabad to the plaintiff/L.I.C as security for the loan advanced by them and evidencing the deposit of title deeds they executed for respective extents of them the respective memorandums of the title deed deposited on 21.12.1991 and they availed the said loan benefits. The suit claim is confined to 1st defendant for his loan sanctioned and availed. So far as the 1st defendant (appellant) concerned, his loan benefit availed by him is for the amounts covered by Rs.65,000/- by cheque No.377853, dated 11.12.1991, Rs.31,000/- by cheque No.747039, dated 29.01.1992 and

Rs.39,000/- by cheque No.029317 dated 12.03.1992 under M.I. scheme for extension of the building in the site covered by mortgage and passed three receipts for the said three cheque amounts total Rs.1,35,000/- availed out of sanctioned loan of Rs.1,50,000/- and the 1st defendant in so far as his loan concerned also executed the promissory note dated 13.03.1992 for said availed loan amount of Rs.1,35,000/-. As per the terms of the loan he has to repay the loan within 12 years in 24 equal half yearly instalments together with interest on 15% p.a. half yearly rests commencing from 01.04.1992 which is subject to variance and from levy of interest tax from Government of India at 0.5% from 01.10.1991 their liability to pay interest is 15.5% p.a. from 01.10.1991 to 31.03.2000 and later as the tax is levied at 15% p.a. and they also agreed to pay additional interest at 2.5% for any regular non payment of the amounts as per the terms and conditions of the loan and 1st defendant was required to pay the fire insurance premium regularly every year to protect the property from any loss or damage by fire etc., and plaintiff advanced the fire insurance premium time to time at Rs.3,126/- from 1992 to 2002 and interest thereon works out to Rs.2,266/- which the 1st defendant also liable to pay. Further, the 1st defendant was irregular in payments and committed default in instalments in spite of demands of plaintiff including through legal notices dated 13.11.1995, 14.06.1995, 03.03.1998 and 26.05.2002 and fallen due the said suit amount of Rs.6,73,575/- by 1st defendant and so far as the loan amount of D.Rama Krishna Rao brother of the 1st defendant, the defendants 2 to 4 being his legal representatives approached the plaintiff/L.I.C to clear of the amounts due and demanded to return the sale deed dated 19.09.1990 and plaintiff by oversight inadvertently returned the said sale deed to the defendants 2 to 4 but subsequently realized that the mortgage with regard to the loan amount given to the 1st defendant was still pending so issued legal notice calling defendant No.2 on 27.02.2002 to return back the original title deed dated 19.09.1990 No.3491 of 1990 as mortgage of the portion of the property pertaining to the 1st defendant still pending and the 1st defendant failed to discharge the loan availed by him so as to provide against that portion of property also against the 1st defendant. However, defendants 2 to 4 neglected to return the document. Therefore, they were impleaded as parties to the suit though loan taken by Rama Krishna Rao was cleared of by the defendant Nos.2 to 4 and thus, the plaintiff is entitled to preliminary decree for the said grant against 1st defendant with future interest at 15% p.a. half yearly rests with additional interest at 2.4% till realization and in case sale proceeds insufficient to proceed against the person and other property of 1st defendant to realize any balance.

3)(a). The 2nd defendant filed written statement adopted by defendant Nos.3 and 4 saying her husband Rama Krishna Rao along with the 1st defendant purchased the house property jointly from A.P.H.B under sale deed dated 19.09.1990 and the same partitioned between them and about they deposited the title deeds with plaintiff/L.I.C creating security for the loans availed and as they liquidated the loan and they are not aware about loan availed by the 1st defendant of Rs.1,35,000/- and they are nothing to do with the suit transaction and they are unnecessarily impleaded in the suit to harass. She also denied return of the sale deed by oversight by saying Rama Krishna Rao mortgaged for the loan availed by him by deposit of title deed and as they cleared the loan they taken return of the title deed.

3) (b). The main contesting 1st defendant who availed the loan for recovery of which the mortgage suit is filed, contested with contentions that he and his brother jointly purchased from A.P.H.B under registered sale deed dated 19.09.1990 said property at S.R.Nagar and they orally partitioned on 13.03.1991 respective portions and while residing separately in their portions later both brothers approached the L.I.C for sanction of Rs.2,60,000/- to raise building, but (leave about loan sanctioned to his brother) the L.I.C sanctioned only Rs.1,35,000/- to him i.e., 1st defendant and took the signatures of the 1st defendant on

relevant papers and promissory note for Rs.1,35,000/- and the loan amount realized to the 1st defendant by plaintiff was by three cheques that were used for building construction and till filing of suit after sanction of the loan plaintiff did not take any step with regard to the demand pronote including to revive even after expiry of three years from the date of pronote and the promissory note is barred by limitation and the charge of interest at 15% or 15.5% half yearly rests though not in dispute, due to 1st defendant's financial difficulty 1st defendant could not liquidate and the suit claim is barred by limitation as loan sanctioned on 03.04.1991 and the suit filed long thereafter and sought for dismissal of the suit claim. It is further averred by the 1st defendant that he and his brother late Rama Krishna Rao jointly approached the L.I.C and availed the loan by mortgaging the title deed of the property jointly purchased by them of the year, 1990 and later Rama Krishna Rao died and the debt was cleared by his wife and sons D2 to D4 and the suit claim since barred by limitation it is liable to be dismissed.

4) From the above pleadings, the trial Court framed the following issues:

(i) Whether the plaintiff is entitled to recover the suit amount from the defendant?

(ii) Whether the plaintiff is entitled for a preliminary mortgage decree as prayed for? and

(iii) To what relief?

5) In the course of trial, the Administrative Officer of plaintiff/L.I.C was examined as P.W-1 and exhibited Exs.A-1 to A-30 and defendant No.1 was examined as D.W-1 orally with no documentary evidence. Among Exs.A-1 to A-30, Ex.A-1 is letter of delegation of powers dated 28.07.2003, Ex.A-2 is letter of authorization dated 16.07.2001, Ex.A-3 is loan application, Ex.A-4 and A-5 is loan offer letter dated 03.04.1991, Ex.A-6 is acceptance letter dated 02.05.1991, Ex.A-7 is affidavit dated 13.03.1991, Ex.A-8 is certified copy of sale deed dated 19.09.1990, Ex.A-9 is memorandum of deposit of title deed dated 21.12.1991, Ex.A-10 is

memorandum of deposit of title deed dated 10.12.1991, Ex.A-11is letter of D1 dated 23.11.1991, Ex.A-12 is letter of D2 dated 23.01.1992, Ex.A-13 is the letter of the 1st defendant, Ex.A-14 to A-16 are the carbon copies of receipts, Ex.A-17 is the letter dated 06.07.1994, Ex.A-18 is the copy of legal notice dated 13.11.1995, Ex.A-19 is the postal acknowledgement, Ex.A-20 is the copy of legal notice dated 14.06.1995, Ex.A-21 is the postal acknowledgement, Ex.A-22 is the office copy of the legal notice dated 03.03.1998, Ex.A-23 is the copy of legal notice dated 26.05.2002, Ex.A-24 is the postal acknowledgment, Ex.A-25 is the ledger extract, Ex.A-26 is the detailed statement of account, Ex.A-27 is the copy of legal notice dated 27.02.2002, Ex.A-28 is the postal acknowledgement, Ex.A-29 is the loan application of D2, Ex.A-30 is the acceptance letter dated 02.05.1991.

6) The trial Court after said full dressed trial and after hearing observed that D-1, D.W-1, even categorically admitted in his evidence about availment of the loan of Rs.1,35,000/- from L.I.C/plaintiff and executed Ex.A-9 memorandum of deposit of title deed dated 21.12.1991, Ex.A-11 to A-16 letters dated 23.11.1991, carbon copies of three receipts by admitting his signatures and deposed about he and his brother Rama Krishna Rao mortgaged by deposit of the title deeds relating to the property they jointly purchased under Ex.A-9 memorandum of deposit supra in the title deed is dated 19.09.1990 (original of Ex.A-1 sale deed) which clearly speaks the mortgage loan availed by deposit of title deeds by equitable mortgage as security for recovery of the loan and also admitted about D-2 to D-4 discharged the loan availed by D-1's brother late Rama Krishna Rao which is in respect of the western portion of the property covered by the title deed as Eastern portion fell to the 1st defendant's share in the oral partition, that also stated in their affidavit Ex.A-7; there is no force in the contention of counsel for the 1st defendant of Rama Krishna Rao executed first deposit of title deeds under Ex.A-10 dated 10.12.1991 and the subsequent memorandum of deposit of title deeds by the 1st defendant on 21.12.1991 under Ex.A-9 is with no

validity as intention to create equitable mortgage is enough to serve as security by mere deposit of title deeds at any time and there is no basis muchless plea for saying the 1st defendant signed on some blank papers as his admission in the cross-examination as D.W-1 even falsifies such a contention from duly executed as admitted and mere return of the original title deed to defendant Nos.2 to 4 legal representatives of Rama Krishna Rao by L.I.C no way absolve from the liability of the equitable mortgage created by the 1st defendant with the bank not returned to the 1st defendant, muchless by giving up the mortgage security that too when it is the plaintiff's version of returned by oversight to defendant Nos.2 to 4 and called upon them under Ex.A-21 notice to produce back and they produced certified copy of the title deed and thereby held the equitable mortgage to enforce is within the limitation period of 12 years from the date of borrowal and from 1st instalment due and the suit claim, is no way barred by limitation or other law in passing the mortgage preliminary decree for the 1st defendant's Eastern half of the property covered by the title deed dated 19.09.1990 under original of Ex.A-8 by fixing time for redemption six months to pay the suit claim with subsequent interest at 6% p.a. from the date of suit till realization against the 1st defendant by dismissing suit against D-2 to D-4.

7) It is impugning the same, present appeal is filed by the 1st defendant with contentions in the grounds of appeal that the decree and judgment of the trial Court is contrary to law, weight of evidence and trial Court erred in not considering the plea of 1st defendant or mortgage of property done by depositing title deeds and once title deeds are not available question of recovery of amount under mortgage does not arise apart from suit not filed within three years and the pronote claim is barred by limitation and hence to set aside the trial Court's decree and judgment by allowing the appeal dismissing the suit claim.

8) The counsel for the appellant/1st defendant reiterated the

contention and placed reliance upon several expressions.

9) Whereas it is the contention of the learned counsel for the 1st respondent/L.I.C for other respondents/D2 to D4 endorsed as not necessary parties to the appeal, that the appeal deserves dismissal for the trail Court's decree and judgment is a well considered one and there are on merits in the appeal and several expressions placed reliance have no application to the present facts to appreciate any of the contentions of 1st defendant/appellant and sought for dismissal of the appeal.

10) Heard and perused the material on record.

11) Now, the points that arise for consideration are:

(i) Whether the plaintiff/L.I.C is entitled to the mortgage preliminary decree against the 1st defendant for equitable mortgage property pertains to Eastern half of the property covered by original of Ex.A-8 sale deed dated 19.09.1990 by virtue of memorandum of deposit of title deeds by the 1st defendant under Ex.A-9 dated 21.12.1991 and if not the trial Court's decree and judgment is unsustainable and on what grounds and to what extent and with what conclusions?

(ii) To what result?

12) The limitation for mortgage decree is 12 years. The limitation for personal decree is three years. It is for the loan agreement the pronote also executed of the loan availed covered by cheques and the amount paid under the cheques admittedly to the 1st defendant, who availed the loan from the plaintiff and passed the receipts in proof of the loan availment vide Exs.A-11, A-13 to A-16 as admitted by 1st defendant, D.W-1 and once such is the case, the suit filed in 2002 within 12 years from the date of availment of the loan covered by the mortgage security to enforce for the loan availed is well within 12 years, though personal decree is barred for not filed within three years from the date of the first

instalment due, if any. Though the trial Court decree is silent as to personal decree granted or not, the personal decree claim since barred by time only the mortgage preliminary decree that can be passed so that in the event of non-payment within the time for redemption, to pass final decree extinguishing the right of redemption by foreclosing the same to realize on the mortgaged property of the 1st defendant i.e., eastern half share out of original of Ex.A-8 title deed schedule property. So far as the enforcement of mortgage concerned undisputedly from the written statement vis-à-vis the evidence of d.W-1, 1st defendant, including in cross-examination at the cost of repetition, he executed the memorandum of deposit of title deeds under Exs.A-9 dated 21.12.1991. It is no doubt during his brother executed another memorandum of deposit of title deed dated 10.12.1991 under Ex.A-10, 10 days earlier to it. Undisputedly it is joint property, both the brothers purchased from the A.P.H.B under original of Ex.A-8 sale deed jointly dated 19.09.1990 they also filed Ex.A-7 affidavit in proof of there was an oral partition and it is also there in evidence of under the oral partition, the western share was taken by Rama Krishna Rao and the Eastern Half share therein was taken by 1st defendant i.e., confirmed by Ex.A-7 affidavit. In fact all the facts when admitted in the written statement of the 1st defendant by not even specifically denied any of the plaint basic averments, it is a deemed admission with no proof further is required as per Order VIII Rules 3 to 5 C.P.C read with Section 17 to 23 and 58 of the Indian Evidence Act, since the only contest is suit claim is barred by limitation. Further, even D.W-1 in his cross-examination admitted and from the evidence of P.W-1 also there is no dispute on these facts. Coming to the other contention of after liquidation of the loan, availed by the Rama Krishna Rao, by his legal representatives D-2 to D-4, so far as the western half share out of the property covered by original of Ex.A-8 sale deed, even the bank returned the original title deed inadvertently or otherwise to Defendants 2 to 4 not even to 1st defendant admittedly, that does not mean, it is a return to 1st defendant, but for what was returned is to defendant Nos.2 to 4 who liquidated the debt due by husband of the 2nd defendant Rama Krishna Rao. Apart from it the plaintiff/L.I.C stated as inadvertently returned and called back under Ex.A-27 notice that was acknowledged by the 2nd defendant and also admitted and asked to re-deposit back and they delivered certified copy of the sale deed covered by Ex.A-8 given back to the deposit. Even a certified copy of the title deed can be deposited in creation of equitable mortgage validly under law cannot be disputed. When the return of title deed is not to 1st defendant muchless by giving up the equitable mortgage enforceable liability, for the mortgage debt, the contention of the 1st defendant that by return to 2nd defendant the mortgage is deemed discharged from enforceability against the 1st defendant also over the property is untenable as rightly concluded by the trial Court. Thus, the trial Court is right in its decree and judgment in passing the mortgage preliminary decree to recover over the property that is eastern half of the property covered by original of Ex.A-8 sale deed dated 19.09.1990 that was created by equitable mortgage by the 1st defendant as per Ex.A-9 memorandum of deposit. No doubt under Order XXXIV Rule 11 C.P.C. there is a discretion regarding the granting of interest from date of suit, though claimed by plaintiff at 15% p.a. half yearly rests, granted from the date of suit till realization by trial Court at 6% p.a. against which the plaintiff did not file any appeal muchless any cross-objection in the absence of which that finding no way requires interference. Hence, the appeal is liable to be dismissed.

13) Now, coming to the decisions placed reliance by the 1st defendant in ***K.J.Nathan V. S.v.Maruthi Rao***[1] what was stated the deposit of title deed under Section 58(f) of the Transfer of Property Act is by intention to create security over the property covered by the document and it may be physical or constructive. There is no dispute on the proposition and it is in fact in favour of the plaintiff. A memorandum of deposit of title deeds no way requires registration is also referred therein. In fact that proposition clearly lays down an equitable mortgage within the

notified area is as good as any other legally enforceable mortgage and what are the three requirements of mortgage are debt, deposit of title deeds and with intention while depositing as security for the debt to enforce; which is a question of fact to be decided in each case. In fact, the 1st defendant in the written statement admitted about the deposit and also in his cross-examination as D.W-1 including the Ex.A-9 memorandum of deposit of title deeds in confirmation to it for the loan sanctioned and availed. The other decision placed reliance in ***Pars Ram Jaishi Ram V. Brij Mohan***[2] is a case of usufructuary mortgage that no way applicable here. Other decision placed reliance in ***Saraswatidevi V. Krishnaram Baldeo Bank Ltd***[3] is on the aspect of limitation where it was held the limitation for mortgage debt recovered to be computed is from the date on which the first instalment fallen due and not from the date of execution of mortgage. Said proposition is not in dispute and there from there is even nothing to say the suit claim is barred by 12 years for the mortgage preliminary decree, but for no personal decree can be granted as not filed within three years muchless by obtaining renewal of the pronote or any acknowledgement of the loan agreement. The other decision placed reliance in ***Sampuran Singh V. Ahmad Din***[4] is in relation to a simple mortgage from the recitals in interpreting it is not a charge but a simple mortgage which has no relevancy or application to the present facts. Coming to the other decision in ***Om Parkash V. Mukhtar Ahmad***[5] what it stated is un-registered simple mortgage bond is even admissible to obtain mortgage money decree from the divisible portion of the hypothecation clause with personal covenant to pay, that decision no way helpful to the appellant/1st defendant. The other decision is ***Shyam Behari Singh V. Rameshwar Prasad Sahu***[6] where it was observed a personal decree for mortgage money beyond six years under the old limitation Act is barred by law. Here, there is no dispute on the fact that under Indian Limitation Act, 1963 for enforcing mortgage money the limitation is 12 years though not for personal decree beyond three years. The other decision relied is ***Sana Ullah V. Jai Narain Singh***[7] which is also case of usufructuary mortgage no way application to the present facts where for personal decree held suit filed beyond three years barred. Even that does not mean the mortgaged decree claim without personal decree barred unless it is beyond 12 years under Indian Limitation Act. The other decision placed in ***Kesari Ram V. Musafir Tewari***[8] in relation to a mortgage registered mortgage where there is no property within the jurisdiction of the sub-Registrar in saying that document create no right over property outside jurisdiction which has no application to the present facts. The other decision placed reliance is ***M/s.United Engineers and Contractors V. Secretary to Government of A.P.***[9] on the scope of Order XLI Rule 31 C.P.C of the appeal by formulation of point for consideration. Here there is no more relevancy but for to say from this judgment but for the first appellate Court has to assess the entire evidence by re-appreciation of the facts by formulating the point for consideration relevant to the issue. The other decision placed reliance is ***Monimala Devi V. Indu Bala Debya***[10] where it was held a subsequent part payment without acknowledgement will not extend period of limitation under Section 20 of the Limitation Act and in a suit to enforce mortgage covered by registered mortgage deed dispossession of mortgagee not a ground to seek extension of period prescribed by Limitation Act. That decision also has no application herein. Coming to the other decision in ***Chand Bee V. Hameedunnissa***[11] in relation to interpretation of un-registered gift among Muslims under Section 123 read with 129 of the Transfer of Property Act what was held is the appellate Court feels that an issue touching validity of document should have been framed the recourse open is to remained by duly framing such an issue. This decision no way applicable herein as the mortgage itself is so admitted including creation of equitable mortgage and the same was answered by trial Court from the evidence let in by parties including admission of defendant/D.W-1 and there was no any application filed to recast issue or to decide an issue before the trial Court specifically muchless before this Court for no necessity therefrom to remand the matter for any recasting of issue or by framing of any issue apart from undisputed and admitted facts need not be proved for formulating any issue for issue for decision on that. Even coming to other decision in ***Makhan Lal Bangal V. Manas Bhunia***[12] in an election matter, it was held each material proposition affirmed by one party and denied by other which constitute a distinct issue and evidence is required to be let in covering the same and when there are corrupt allegations, framing of a sweeping issue without specific issue since not justified held case to remand. Here same no way applicable to the present facts as answered supra muchless to recast any issue or frame any issue or to remand the matter.

14) The other decision placed reliance in ***Janaki Busappa V. A.P.State Wakf Board***[13] where after closure of evidence and written submissions at request matter reopened and issues are formulated, however no further opportunity when afforded pursuant to the reformulated issue for evidence further held matter requires to be remanded. Same has no application to the present facts. The other decision placed reliance of ***Biswanath Agarwalla V. Sabitri Bera***[14] is in a suit for eviction decree of the defendant claimed trespasser and the issue whether the defendant is a trespasser though required not framed which is a core of the lis thereby held the finding without issue is unsustainable. The same has no application herein. The other decision placed reliance is ***Azam Khao V. S.Sattar***[15] where it was held Court got power to raise an issue of law not put forward in the pleadings as to any implied revocation of the power on facts, the decision has no application herein either on fact or law. The other decision placed reliance in ***Chilamkuri Gouri Sankar Rao V. Bhurugumalla Venkatappayya Sons & Co.***[16] where on mortgage of joint family property by father/manager held bind on sons. Further observed regarding rate of interest Usurious Loans Act provisions can be invoked.

Here there is no written statement contest of the 1st defendant of the rate of interest is usurious muchless any evidence as D.W-1 muchless by showing what the prevailing market rate. Thereby that decision has no application to the facts equally the other decision placed reliance under Usurious Loans Act in ***M.Ramachandra Reddy V. S.Rajaratnam Naidu***[[17]].

15) When coming to the other decision in ***Ramgopal Raghunathdas V. Ramchandra Krishnarao Singru***[[18]] it was interpretation of the mortgage bond as simple mortgage in question held as simple mortgage in question and that decision has no application to the present facts. The other decision placed reliance is ***Nityananda Ghose V. Rajpur Chhaya Bank Cinema Ltd***[[19]] where it was held mortgagee has a right to sue for mortgage money in an equitable mortgage where the mortgagor binds himself to repay. The decision also not applicable to the present facts. The other decision placed reliance is ***Venka V. Jagannath***[[20]] where the plaintiff filed suit against seven defendants of whom first defendant-owner mortgagor who executed three mortgage deeds successively there, the suit was one for compensation of breach of contract by mortgagor that was decided and the decision has no application and in fact therein also by referring to Article 135 of the Limitation Act it was held in a mortgage suit for recovery of possession of immovable property, the limitation is 12 years. The other decision placed reliance is ***Veeramachaneni Subba Rao V. Indian Bank, Governorpet, Vijayawada***[[21]] where in case of equitable mortgage by deposit of title deeds the letter written to creditor subsequent to deposit of title deeds held requires registration. There it was also held subsequent improvements over property under mortgage shall be deemed part of creation of mortgage. In fact the law is fairly settled of a memorandum of deposit of title deed of oral deposit confirmed subsequently no way an instrument creating rights thereunder and no way requires stamp or registration and thereby that decision has no application where the terms

itself creates mortgage to say the mortgage. The other decision placed reliance in ***Hiralal V. Badkulal***[22] in saying every acknowledgement operates fresh running of limitation and cause of action to continue. There, it referred about non-production of the account books in suit for account books and discussed duty of the Court from parties present for examination in formulating the issues from the controversial pleas involved. It is not a case of the parties were not heard before the trial Court while framing issues even thereby that decision has also no way application. Even the decision in ***Mohd.Sultanuddin V. Mohd.Dastagir***[23] is of case for liability of surety with that of the principal debtor for recovery of the mortgage money by personal decree what was observed for personal decree is three years limitation.

16) Having regard to the above, the appeal deserves dismissal for nothing to interfere that the trial Court's mortgage preliminary decree passed to proceed against the mortgaged property but for clarifying there is no personal decree against the 1st defendant that was passed muchless that could be passed.

17) In the result, the appeal is dismissed confirming the judgment and decree of the trial Court granting mortgage preliminary decree to enforce against the mortgage property with no personal liability decree. There is no order as to costs. Miscellaneous petitions, if any pending in the appeal, shall stand closed.

Dr. B. SIVA SANKARA RAO, J

Date:28-01-2016
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[1] AIR 1965 SC 430
[2] AIR 1932 Lahore 164
[3] AIR 1998 MP 73
[4] AIR 1941 Lahore 274
[5] AIR 1940 Lahore 486
[6] AIR (29) 1949 Patna 213

[7] AIR 1942 Allahabad 409

[8] AIR 1937 Allahabad 711

[9] AIR 2013 SC 2239

[10] AIR 1964 SC 1295

[11] AIR 2007 AP 150

[12] (2001)2 SCC 652

[13] 2009(1) ALD 332

[14] (2009)15 SCC 693

[15] AIR 1978 AP 442

[16] AIR 1983 AP 310

[17] 1989(1) ALT 265

[18] AIR 1949 Nagpur 354

[19] AIR 1953 Calcutta 208

[20] AIR 1954 Hyderabad 41

[21] 1997(4) ALT 112

[22] AIR 1953 SC 225

[23] AIR 1960 AP 210