

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

RSA No. 916 of 1988 (O&M)
Date of Decision : 15.11.2016

Virender Singh and another

.....Appellants

Versus

Kishan Lal

.....Respondent

CORAM: HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Ms. Alka Sarin, Advocate
for the appellants.

Mr. Keshav Pratap Singh, Advocate
for the respondent.

Surinder Gupta, J.

This is appeal by defendants, Virender Singh and Rambir Singh, against judgment and decree passed by Additional District Judge, Bhiwani whereby judgment and decree passed by then Sub Judge, Ist Class, Charkhi Dadri was set aside and pre-emption suit filed by plaintiff was decreed in following terms:-

“13. In the result in view of my findings above the appeal is accepted, the judgment and decree passed by learned Sub Judge are hereby set aside a decree for possession by pre-emption in respect of the land measuring 28 kanals 15 marlas being 1/12th share of khewat no. 54/47 and 104/90 as per jamabandi for the year 1977-78 situated in the revenue estate of village Baund Khurd is passed in favour of the plaintiff and against the defendants on payment of a sum of ₹49,751/- including the 1/5th of the pre-emption amount, if any, already deposited. The plaintiff shall pay to the defendant-vendees or deposit with the trial Court for payment to the vendee defendants, the amount mentioned above on

or before 20.02.1988, failing which the suit of the plaintiff shall be deemed to have been dismissed.”

2. Plaintiff filed suit for possession through pre-emption pertaining to the land, as fully described in headnote of the plaint as follows:-

- (a) 19 *kanals* 8 *marlas* being 1/12th share of land bearing *khewat* no. 54/47, *khatauni* no. 84 to 90, total measuring 232 *kanals* 11 *marlas*;
- (b) 0 *kanal* 16 *marlas* being 1/12th share comprising *khewat* no. 55, *khatauni* no. 91, total measuring 9 *kanals* 7 *marlas*;
- (c) 9 *kanals* 7 *marlas* being 1/12th share in land comprised in *khewat* no. 104/90, *khatauni* no. 178, total measuring 112 *kanals* 10 *marlas* as per *jamabandi* for the year 1977-78, which were sold vide sale deed dated 19.07.1984.

3. Plaintiff being co-sharer in suit land claimed his superior right of pre-emption against defendants.

4. Defendants contested claim of plaintiff *inter alia* pleading that he is not co-sharer and suit is bad for seeking partial pre-emption. It was alleged that suit land was purchased by the defendants-appellants from Partap Singh and Phool Bai etc. and plaintiff had accompanied buyer and seller and was also mediator in the transaction. After purchasing the land, the defendants levelled it and made it cultivable by spending ₹10,000/-.

5. Plaintiff reasserted his case in replication and pleadings of parties led to framing of the issues as follows:-

- (i) Whether the plaintiff has got superior right of pre-emption in respect of sale of the suit land as alleged?
OPP
- (ii) Whether the suit land in question was sold for a consideration of ₹45,000/- and this price was fixed in good faith and was paid in good faith? OPD
- (iii) In case issue no. (ii) is not proved, then what was the market value of the suit land at the time of sale? OPD.
- (iv) Whether the vendee-defendant is entitled to stamp and registration charges and if so to what amount? OPD
- (v) Whether the suit is bad for partial pre-emption? OPD
- (vi) Whether the suit is false and frivolous and the same is liable to be dismissed with special costs? OPD
- (vii) Relief.

6. Learned Sub-Judge held that plaintiff has superior right of pre-emption over part of the suit property comprised in *khewat* no. 104 but the suit is bad for partial pre-emption and dismissed the same.

7. On appeal, District Judge, Bhiwani reversed findings of learned Sub Judge, Ist Class with the observations that there is no legal impediment in passing a decree for possession by pre-emption in respect of suit land comprising *khewat* no. 64/54 and 118/104 for which plaintiff got a superior right of pre-emption.

8. I have heard learned counsel for parties and perused the paper-book and lower Court record with their assistance.

9. Learned counsel for the appellant while referring to full Bench judgment of this Court in case of **Banta Singh and others vs. Shrimati**

Harbhajan Kaur, 1974 The Punjab Law Reporter 387 and Division Bench judgment in case **Ganga Singh vs. Narinjan Singh, 1971 PLJ 458 (Punjab and Haryana High Court Division Bench)** has argued that total land sold vide sale deed dated 19.07.1984 was 29 *kanals* 11 *marlas* comprised of *khewat* nos. 54/47, 55 and 104-90. Admittedly, defendants were co-sharer in the land bearing *khewat* no. 55, as such, plaintiff could not seek pre-emption regarding land of this *khewat* and learned Sub Judge, Ist Class, relying on observations of Division Bench of this Court in ***Ganga Singh's case (supra)*** has rightly held that suit is bad for partial pre-emption.

10. Learned counsel for the respondent has argued that *khewat* is complete unit and land of a particular *khewat* forms a separate subject matter. If a co-sharer sells land of different *khewats*, pre-emption can be sought by plaintiff of land in which he is co-sharer with vendors. He shall not have any such right to claim pre-emption regarding the land of *khewat* sold by vendor in which he is not a co-sharer or in which buyer is also a co-sharer. Total land of the sale deed can be splitted to limit the relief of pre-emption only with regard to the land with regard to which plaintiff has right to seek pre-emption. He has relied on observations to this effect in case of **Sarwan Singh and another vs. Tarsem Lal and another, 1972 PLJ 111.**

11. Substantial question of law, requiring determination, arises in this appeal is as follows:-

“When the land sold comprised of different *khewats* in which plaintiff is co-sharer but defendants are also co-sharers in one of the *khewat*, whether pre-emption allowed for the land of *khewats* in which defendants are not co-sharers, is bad on the ground of partial pre-emption?”

12. Firstly, I take observations of Division Bench of this Court in ***Ganga Singh's case (supra)***. In that case pre-emptor had sought pre-emption of part of the property on payment of entire sale consideration. Division Bench relied on Full Bench decision of Lahore High Court in case of ***Ghulam Qadir and another vs. Ditta and others, AIR (32) 1945 Lahore 184*** while observing that partial pre-emption cannot be allowed on payment of entire sale consideration. In case of ***Ghulam Qadir's (supra)***, it was held that partial pre-emption is permissible. Observations in para 4 of above citation are quoted as follows:-

“4. *It cannot now be disputed that a right of pre-emption is a right of substitution and if a person wishes to get himself substituted for the vendee in exercise of that right, he must claim the whole of the property over which he has a right (and in cases where the vendee happens to be a pre-emptor as well as, a superior right) of pre-emption and cannot leave out any portion thereof at the peril of losing his right altogether for, besides not being able to be substituted for the vendee in respect of the whole of the property over which his right of pre-emption extends or he has a preferential right of pre-emption and thus, failing to take over the whole of the bargain, he would be, by acting in that manner, not only breaking up an indivisible contract in cases where he could not have done so, but may also, as a result of his omission, allow the vendee to retain an equal or at times a superior status in respect of the portion of the property which he wished to pre-empt. The bargain which was to be pre-empted in its entirety could not therefore be split up by a pre-emptor except in cases where he had a right of pre-emption or a preferential right, as the case may be, to a limited extent only i.e., in respect of a portion of the property sold and where he did split it without any*

justification, such as I have referred to above, it was bound to prove fatal and a decree could not be passed in his favour. It would therefore follow that a pre-emptor must always claim the maximum to which he is entitled or has a superior title and his failure to do so would result in a dismissal of his claim on the ground that he was suing for partial pre-emption.”

13. Applying ratio of judgment in above referred case, it is clear that plaintiff-respondent is entitled to claim the maximum to which he is entitled or has a superior right, which admittedly in this case extends to land of *khewat* nos. 54/47 and 104/90 only.

14. In ***Banta Singh's case (supra)***, claim of pre-emptor was contested by the defendant with the plea that suit is bad for seeking partial pre-emption but pre-emptor persisted in maintaining his claim in the plaint till suit was dismissed by the trial Court on the ground that it is bad for seeking partial pre-emption. In appeal, pre-emptor sought to amend the plaint so as to mention complete subject matter of sale deed dated 05.10.1966 to meet with objections of defendant that suit was bad for partial pre-emption. Amendment was allowed by Ist Appellate Court and suit was decreed. The vendees filed RSA No. 1477 of 1967 in this Court, which was partly accepted and pre-emptor was held entitled to pre-empt the sale only to the extent of share of her father therein and not the entire sale because she had no right to pre-empt the sale made by her uncles and grandmother.

15. Against the judgment of Single Bench, vendees filed Letters Patent Appeal and cross-objections were filed by pre-emptor, which was dismissed. The contention of vendee that amendment of plaint could not be allowed by Ist Appellate Court in view of facts of the case, was referred to

larger Bench for decision. Full Bench of this Court held that amendment

could not be allowed by the Ist Appellate Court and set aside the order passed to this effect and also judgment of Single Judge. In the above two citations, it was observed that decree for partial pre-emption cannot be allowed. The above observations are applicable where pre-emptor has not invoked his right of pre-emption for the entire land qua which the same is available to him or has chosen part of the land and left the other part. The Division Bench of this Court in ***Ganga Singh's case (supra)*** has observed that such partial pre-emption is not permissible even on payment of entire sale consideration.

16. With utmost regard to observations in the above referred cases, I am of the considered opinion that same are not applicable to facts of the present case. Section 4 of the Punjab Pre-emption Act defines the right of pre-emption as follows:-

“4. Right of pre-emption : application of.

The right of pre-emption shall mean the right of a person to acquire agriculture land or village immovable property or urban immovable property in preference to other persons, and it arises in respect of such land only in the case of sales and in respect of such property only in the case of sales or of foreclosures of the right to redeem such property.

Nothing in this section shall prevent a Court from holding that an alienation purporting to be other than a sale is in effect a sale.”

17. The right of pre-emption is not an absolute right to acquire property but only a relative right to acquire it in preference to others who are less qualified. The spirit behind this law was to make the village compact and unified by excluding strangers by acquiring proprietary right in

the village and also to arrest fragmentation of holdings. Punjab Pre-emption Act was enacted in the year 1913. Section 15 of the Pre-emption law has been amended in the State of Haryana and notified vide gazette notification dated 17.05.1995, which reads as follows:-

"15. **Right of Pre-emption to vest in tenant** - The right of pre-emption in respect of sale of agricultural land and village immovable property shall vest in the tenant who holds under tenancy of the vendor/vendors the land or property sold or a part thereof."

18. In case of **Pirithi vs. Mohan Singh and others, 2011 (9) SCC 107**, it was observed in para 17, as follows:-

"17 From the above discussion, particularly, in para 45, the Constitution Bench observed that the Amending Act 10/1995 is not a declaratory Act and, therefore, it has no retrospective operation. In para 46, the Constitution Bench has approved the view of law taken in **Didar Singh (supra)**¹ and further held that the decision in the case of **Ramjilal (supra)**² does not lay down the correct view of law. No doubt, in the penultimate para 47, the Constitution Bench has concluded that the amending Act being prospective in operation does not affect the rights of the parties to the litigation on the date of adjudication of the pre-emption suit and the appellate court is not required to take into account or give effect to the substituted Section 15 introduced by the amending Act. It is clear that the appellate court is not required to take into account or give effect to the substituted Section 15 introduced by the amending Act. On the other hand, as discussed and concluded in para 46, the dictum laid down in **Didar Singh (supra)** has been approved. In **Didar Singh (supra)**, it was held that in a suit for pre-

emption, pre-emptor must prove his right to pre-empt up to the date of the decree of the first court and any loss of right or subsequent change in law after the date of adjudication of the suit and pre-tendency of appeal would not affect the decree of the first court. The said view has been approved by the Constitution Bench. In other words, in a suit for pre-emption, the pre-emptor must prove his right to pre-empt up to the date of decree of the first court. To put it clear, the pre-emptor must have the right to pre-empt on the date of sale, on the date of filing of the suit and on the date of passing of the decree by the court of the first instance [Emphasis supplied]. In the case in hand, the amendment Act came into force with effect from 17.05.1995 and suit had been laid on 31.10.1992. In other words, on the date of institution of the suit, the plaintiff/pre-emptor had a right to claim "right of pre-emption". However, during the pendency of the suit, since the amendment Act came into force, deleting the right of pre-emption and in the absence of such right on the date of passing of the decree by the court of first instance, we are of the view that both the courts below have correctly appreciated the effect of the amendment and the High Court also rightly dismissed the second appeal holding that the plaintiff had lost the character of a co-owner during the pendency of the suit by virtue of the amendment Act."

19. The matter before Constitution Bench in case of **Shyam Sunder and another vs. Ram Kumar and another, 2001 (8) SCC 24** was with regard to conflict of view taken by three-Judges' Bench of Apex Court in two cases. This finds mention in para 4 of the Constitution Bench, which reads as follows:-

"4. When Civil Appeal No.4680/93 came up for hearing before a Bench of this Court, the Bench, on the question

*of the effect of the amendment made in 1995 in the parent Act, found that there is conflict in the view taken in the decisions of two three-Judges' Bench of this Court, which are **Didar Singh etc. vs. Ishar Singh (dead) by LRs. Etc., 1995 (1) Scale 1** (wherein it was held that in a suit for pre-emption, the pre-emptor must prove his right to pre-empt upto the date of decree of the first Court and any loss of right or subsequent change in law after the date of adjudication of the suit and during pendency of appeal would not affect the decree of the first court) and **Ramjilal & Ors. etc. vs. Ghisa Ram etc. 1996 (2) RRR 456 (SC); JT 1996 (2) SC 649** (wherein it was laid down that appeal being continuation of the suit, the right to claim pre-emption must be available on the date when the decree is made and is finally to be affirmed or needs to be modified at the time of disposal of the appeal therefrom, and since the Amending Act came into force during pendency of appeal, the right and remedy of the plaintiff stood extinguished and as a result suit must fail). In order to resolve the conflict between the aforesaid two decisions rendered by two different Benches, the Bench referred the appeal for decision by a Bench of five Judges. It is in this way, the matter has come before us.”*

20. Apex Court after analyzing the law on the point approved the view taken in **Didar Singh's case (supra)**.

21. Though, above question is not relevant for decision of this appeal on merits, it has been discussed while discussing Section 15 of the Act of 1913, which has since been repealed, just to make out as to what is the affect of repealing and substituting the provisions of Section 15 of the Act of 1913.

22. Now I come to the question “as to whether splitting up of

land of sale deed dated 19.07.1984 by Ist Appellate Court so as to decree the suit of plaintiff for land of two *khewats* in which he was co-sharer and declining the relief with regard to land of third *khewat* in which vendees are also co-sharers, is legal and valid?”

23. Firstly, as per view of Lahore High Court in *Ghulam Qadir's case (supra)* (discussed in para 12 above) right to seek pre-emption extends only to the land qua which pre-emptor has superior right and a bargain (sale) can be split up when right of pre-emption extends to part of land which is subject matter of a sale. Similar view was followed/approved in a number of citations, some of which are as follows:-

(i) In *Sarwan Singh's case (supra)*, relied upon by learned counsel for respondent, it was observed as follows:-

“2. *The only point urged by Mr. Sarin in support of the appeal is that the Courts below were not entitled to split up the bargain of sale for the benefit of the plaintiffs. The point is wholly without substance. It is a well-established principle of the law of pre-emption that a pre-emptor has the right to obtain possession of that part of the property sold by a third person to which his right of pre-emption extends, on payment of the proportionate price. The position in the present case is that there is no evidence indicating that the share of Mohinder Pal in the land sold belonged to any coparcenary of which Tarsem Lal, plaintiff No. 1 was a member nor has Mr. Sarin been able to point out any material on the record from which it may be inferred that Smt. Kaushalya and Smt. Sheela had inherited their part of the*

land sold from their father Beli. Each one of the plaintiffs is thus entitled to pre-empt the whole transaction of sale under the provisions of sub-section (1) of S. 15 of the Punjab Pre-emption Act. Even if the factual position with regard to the ownership of the land sold be as claimed by the appellants they have no right to resist the suit for as held by the lower appellate Court, the right of pre-emption of Tarsem Lal, plaintiff No. 1, will extend to a part of the land in dispute and that of Rikhi Ram, plaintiff No. 2, to the rest of it.”

(ii) Another Bench of this Court in case of **Molu Ram vs. Saroj Kumari, 1973 PLJ 145** observed that right of pre-emption is limited to the extent of pre-emptor's right. He cannot claim entire property sold on the basis of his relationship when it was found that he was not related to all the vendors. In this case, pre-emptor was allowed only 1/5th share in the land sold by modifying the earlier judgment. In another case of **Ram Kishan vs. Sharbati and others, 1972 PLJ 54**, while approving that splitting up is permissible, this Court observed in paras 3 and 6 as follows:-

“3. *The main argument of Mr. Gaur in support of the cross-appeal was that the bargain of the disputed sale must be looked upon as a whole and that the vendee could not be allowed to split it up to his advantage. This argument appears to me to be wholly untenable for the simple reason that the bargain of sale has got to be split up into two parts, one being that to*

which the right of pre-emption of the plaintiffs or any of them extends and the other that to which it does not. It was not disputed before me that 40/1781 share of the land covered by the sale sought to be pre-empted having come to those five of the defendants who are females falls within the ambit of sub-section (2) of section 15 of the Punjab Pre-emption Act and that neither of the plaintiffs can, therefore, pre-empt it. To retain that share thus the vendee has an absolute right and the same has to be separated from the land to which the right of pre-emption of either or both of the plaintiffs may be found to extend. It was conceded by Mr. Gaur that if the vendee had acquired that share by a separate sale, he could have defeated the right of plaintiff no. 1 to pre-empt the sale of the rest of the land on the ground of being a co-sharer, whether the acquisition was made after the sale of the rest or before it. If that be so, I do not see what difference it would make if the acquisition is made alongwith that of the land to which the right of the pre-emptor extends. It is well established that it is open to the vendee to defeat the right of the pre-emptor by clothing himself with a qualification equal or superior to that on the basis of which the pre-emptor comes into Court provided he does so before the pre-emptor files his suit, and in my opinion it is immaterial whether he does so through the transaction, a part of which is sought to be pre-empted, or by a separate transaction.

6. *In the present case the splitting up of the bargain has to be made as a matter of course.*

That part of the land to which the right of pre-emption of neither of the plaintiffs extends has to be separated from that to which either or both of them are entitled by reason of being clothed with a superior qualification and if the ownership of the land which they cannot claim through pre-emption clothes the vendee with a qualification superior or equal to that of the plaintiffs in respect of any part of the land, to the extent of that part the suit must fail. In this view of the matter the contention raised by Mr. Gaur is found to be without substance.”

(ii) A Full Bench of this Court in case of **Moti Ram and others vs. Bakhwant Singh and others, 1967 The Punjab Law Reporter 1041** observed in para 17 as follows:-

“17. *The proposition that the right of pre-emption is generally limited to the extent of the pre-emptor's right is not open to challenge. What flows from this doctrine is that a pre-emptor is not bound to claim the whole when his right of pre-emption extends only to a part. There is a decision of the Full Bench of the Punjab Chief Court, **Sanwal Das v. Gur Parshad**, where the Bench of six Judges held that when two houses which adjoin each other are sold jointly, the right of pre-emption of the owner of a house which adjoins only one of the two houses sold extends to that one house only and not to both the houses sold. The owner of the adjoining house can sue for pre-emption only in respect of the house to which his right extends. In another Division Bench case of*

*Uttam Chand v. Lahori Mal*⁴, it was held that "a bargain of distinct properties by a person having preferential rights only to a portion of such bargain does not give him a right of pre-emption as regards the simultaneously purchased other portion." It is of course true that the pre-emptor has to take the bargain in its entirety and not in parts. From the doctrine that a pre-emptor is not bound to claim the whole of the bargain when his right of pre-emption extends only to a portion of the property sold flows another proposition that a pre-emptor is not entitled to claim more than what his right extends to. In *Ram Rakha Mal v. Devi Das*⁵, decided by Chatterji and Johnstone JJ., it was held that "where a bargain consisted of several distinct properties and the pre-emptor's preferential right of purchase extended only to a portion of such bargain, the pre-emptor was not entitled to take the whole bargain but only that portion over which he had superior right." In *Dulla v. Harikishan Das*⁶, which is a judgment of Johnstone and Shadi Lal JJ., it was held that "where a sale, in respect of which a suit of pre-emption has been brought is by two vendors and indivisible from certain points of view inasmuch as it does not state the amount of purchase money paid to each vendor, the vendee is notwithstanding entitled to retain that part of the property sold in respect of which his rights are equal to that of the pre-emptor." The Division Bench relied on

a number of rulings and the ratio decidendi of **Dulla vs. Haqrkishan Dass** has not been dissented at any time. This principle has also been recognized by the Lahore High Court in the Full Bench decision of **Ghulam Qadir v. Ditta**⁷, where it is said that a pre-emptor must always claim the maximum to which he is entitled or has a superior title and his failure to do so would result in a dismissal of his claim on the ground that he was suing for partial pre-emption. The only discordant note was struck in an old ruling of the Chief Court reported in **Wariam v. Dean**.⁸, but this had been dissented from in the subsequent ruling to which reference has been made. The language of Section 13 of the Punjab Pre-emption Act, 1913, has always been the same and it seems that the Bench of Dulat and R.P. Khosla JJ. in **Jangli vs. Lakhmi Chand**⁹, which took the view that the sale by joint owners was pre-emptible in its entirety even if the plaintiff-pre-emptor established relationship with some of the co-vendors, did not take into account the earlier decisions. Section 13 of the Punjab Pre-emption Act, 1913, has always been construed to mean that a pre-emptor is entitled to pre-empt in case of joint sale the share of the vendor or vendors through whom he claims his right. It seems to us that the decision in **Jangli's** case, being in conflict with settled principles is not correctly decided. It may be mentioned in passing that in the view which we have taken on the other

*aspects of the case, it is really not necessary to go into the question about the correctness of the decision in **Jangli's case**, but as in the view of the referring Bench, the case requires reconsideration, we feel bound to pronounce our views on this aspect as well.”*

(iv) Allahabad High Court in **Mt. Zainab Bibi vs. Umar Hayat Khan and others**, AIR 1936 732 observed that property, which the pre-emptor is not entitled to pre-empt under the Act, has to be separated and his suit will not fail for the reason that he has left out that property. Para 6 of the judgment wherein the above observations are contained is reproduced as follows:-

“6. A pre-emptor is, therefore, bound to enforce his right of pre-emption in respect of the entire property which he is entitled to pre-empt under the Pre-emption Act. Section 16 contains a prohibition which must be understood to be quite comprehensive, and any case which is not covered by this prohibition should be considered to be permissible. It would follow that where there is property which the pre-emptor is not entitled to preempt under the Act he can leave it out and his suit would not fail by reason of his having left out that property. It is only incumbent upon him to include in his claim all such property as he is entitled to pre-empt under the Act.”

(v) A Division Bench of this Court in case of **Basawa Singh vs. Santa Singh and another**, 1966 PLR 128

while approving the right of pre-emptor to enforce the right of pre-emption only for property against which he has such right, observed as follows:-

“.....On the other hand, it also seems equally true that where a vendee has included in the sale deed some property in respect of which the plaintiff has no right of pre-emption and some other in respect of which he has such a right and the Court passes a decree regarding property about which the plaintiff has a right of pre-emption, it would not be in consonance with principles of justice and equity to burden the plaintiff with payment of the full sale price including the price for the portion of the property in respect of which his suit is being dismissed.”

24. Now I revert to the facts of the present case. Appellants have purchased the land comprised in three *khewats* i.e. *khewat* nos. 54, 55 and 104 of village Baund Khurd as per *jamabandi* for the year 1977-78. While plaintiff was co-sharer of land of all the *khewats*, appellants were co-sharer of the land in *khewat* no. 55. Pre-emptor cannot enforce his right of pre-emption against the defendants-appellants in which they are also co-sharers before execution of the sale deed (Ex. P-1). I agree with learned counsel for the respondent that the land comprised in a particular *khewat* is a complete unit. Relief of pre-emption allowed to pre-emptor by Ist Appellate Court has resulted in splitting up the land which was subject matter of the sale deed dated 19.07.1984 by separating that land qua which pre-emptor possesses no right of pre-emption. It is not a case where pre-emptor is entitled to seek the relief of pre-emption of more land but the same has been confined to part of that land. He has claimed enforcement of his right of pre-emption

qua entire land of sale deed dated 19.07.1984 to which he is not entitled, as such, the land to which he has preferential right is to be splitted so as to separate the land for which he cannot be allowed the preferential right. In view of settled proposition of law as discussed above, I find no legal or factual infirmity in the observations of Ist Appellate Court in para 13 of the judgment (quoted above in first para of this judgment) calling for any interference in this appeal. The substantial question of law framed in this appeal is answered against appellants.

25. This appeal has no merit and the same is dismissed.

November 15, 2016

jk

**(SURINDER GUPTA)
JUDGE**

Whether speaking/reasoned

Yes/No

Whether Reportable

Yes/No