

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

RSA No. 1373 of 2016 (O&M)

Date of Decision: 21.04.2017

Kanwar Singh and others

...Appellants

Vs.

Samey Singh (deceased) through his legal representatives and others

...Respondents

CORAM: HON'BLE MR. JUSTICE AMOL RATTAN SINGH

Present:- Mr. Vivek Khatri, Advocate,
for the appellants.

Mr. Chander Hans Yadav, Advocate,
for the respondents.

Amol Rattan Singh, J.

This is the second appeal of the defendants in a suit filed by the respondents-plaintiffs, seeking possession of the suit property by way of specific performance of a contract shown to have been entered into on 20.06.2008 between the parties.

The facts, as taken from the judgments of the Courts below, are that the plaintiffs claimed that the four defendants (only three of them having filed the present appeal), were owners in possession of a half share of land measuring 2 kanals, comprised in khewat no.359, khatoni no.400, khasra no.377, situate in the revenue estate of village Kheri Khummar, Tehsil and District Jhajjar.

The defendants had agreed to sell the suit land to the plaintiffs

and the proforma defendant (no.5), Om Parkash, for a consideration of Rs.10,00,000/-, vide the aforesaid agreement of sale dated 20.06.2008.

It was further contended that the total consideration having been paid and possession of the suit land also having been delivered to the plaintiffs, the sale deed was to be executed within fifteen days of a written notice issued to that effect.

The plaintiffs further contended that they had always been ready and willing to perform their part of the contract, but since the defendants did not execute the sale deed and intended to sell the land to some other person, a legal notice dated 03.07.2009 was served upon them to execute the sale deed. The defendants having refused to do so on 15.07.2009, the suit was instituted on 21.07.2009.

2. Upon notice issued to them, defendants no.1 to 4 contested the suit by filing a written statement taking preliminary objections of locus standi and the suit only having been filed to harass them.

On merits, it was contended that no agreement of sale qua the suit land had been entered into and no consideration had been received. In fact, a suit for correction of the khasra girdawari was pending before the Court of the A.C.IInd Grade, Jhajjar, and in that suit the parties had settled their dispute by way of a compromise.

It was further averred that at the time of the compromise the plaintiffs took the thumb impressions of the defendants on two pieces of plain paper and it seemed that the agreement in question had been written out on those papers. Consequently, it was alleged that the agreement was based upon a fraud and therefore was not binding on the rights of the defendants.

3. Defendant no.5, Om Parkash, though was impleaded as a

proforma defendant, also filed a written statement taking the same plea as taken by the first four defendants. He too contended that no agreement had been entered into between the parties and no consideration had been received, also echoing the other contentions raised by his co-defendants.

4. Upon the aforesaid pleadings, the following issues were framed by the learned Civil Judge (Senior Division), Jhajjar:-

- “1. Whether the defendants no.1 to 4 vide agreement dated 20.06.2008 agreed to sell the suit land to plaintiffs and defendant no.5 for a total sale consideration of Rs.10,00,000/- and actually received Rs.1,00,000/-? OPP
 2. Whether the possession of the suit land was delivered to the plaintiffs and proforma defendant at the time of execution of the agreement dated 20.06.2008? OPP
 3. Whether the plaintiff has always been ready and willing to perform his part of contract? OPP
 4. Whether the agreement dated 20.06.2008 is result of fraud? OPP
 5. Whether the present suit has been filed by the plaintiffs just to harass the defendant no.1 to 4? OPD
 6. Relief.”
- (The 2nd figure erroneously shown to be Rs.1,00,000/-, in issue no.1)

5. The plaintiffs examined Shri Lal Chand Mehra, Advocate and scribe of the agreement, plaintiff no.2 Rohtash, the attesting witness-Shri Bhagwan, V. B. Kashyap-handwriting expert, R. S. Punia (a Bank Manager) and Hawa Singh, a Record-Keeper, as PWs1 to 6 respectively.

The defendants examined one Partap Singh who was shown as an attesting witness on the agreement, defendant no.3 Uday Bhan, handwriting expert-D. K. Bhardwaj, Vijay-another attesting witness, Santosh Kumar (Civil

Ahlmad), Shri Matu Ram (Advocate), Shri Arun Kumar Bhardwaj (Advocate) and Om Parkash, as DWs1 to 8 respectively.

6. Upon appraising the evidence, the learned Civil Judge first held that though as per the judgment of the Supreme Court cited on behalf of the defendants, in **Om Parkash v. Laxminarayan and others 2014(2) LJR 724**, that in case delivery of possession of the property is made at the time of the agreement of sale, on payment of either the whole or part of the consideration, it would fall within the definition of a conveyance, as provided under Section 2(10) of the Indian Stamp Act, 1899, however, for questioning the admissibility of an agreement on that ground, such an objection should have been raised at the time when the agreement of sale was produced and proved by the scribe as an exhibit and at the time of the testimony of the attesting witnesses thereto. That objection not having been raised, then the question of non-admissibility of the document on the ground of insufficient stamp duty, would not be available subsequently.

To hold so, the learned court relied upon a judgment of Supreme Court in **Shyamal Kumar Roy v. Sushil Kumar Agarwal 2007 (1) RCR (Civil) 321**.

7. On the main issue of the validity of the agreement, it was held that even if for the sake of argument, the version of the scribe, the plaintiff himself and the attesting witness were to be discarded, the agreement would seem to be considered to be a legal and valid document in view of the fact that firstly, Partap Singh, DW1, in his cross-examination, firstly admitted his thumb impression over the agreement, as also that of defendants Udai Bhan and the other defendants and the plaintiffs. He further deposed that when the parties had agreed with each other, he had affixed his thumb impression on

blank papers. However, he failed to show any other incidents when he had ever affixed his thumb impression on blank papers.

Secondly, DW2 Udai Bhan, i.e. defendant no.3 (presently appellant no.2), also admitted to his signature though stating that it was in view of the compromise arrived at between the parties but then thereafter specifically stating that he was not aware of the nature of the compromise.

This witness further deposed that the blank thumb marked papers were handed over to an Advocate but he did not know the name of the Advocate, nor was any such pleading made in the written statement. Yet further, this witness had in Court itself, given his specimen writing and signature after he was duly identified by the counsel and the writing and signatures were attested by the Court. Even so, when he stood to testify, he denied those very signatures as were given by him in Court. Hence, he was held to be a non-credible witness and further, his conduct was held to show that there was actually no occasion for the parties to sign on blank papers.

8. DW4 Vijay, also shown to be another attesting witness to the agreement, was found to have sided with the defendants only because he is the son of appellant-defendant no.1, Kanwar Singh.

Also, in cross-examination, he too stated that he did not know as to what settlement took place between the parties when he thumb marked blank papers. The court further found that, as a matter of fact, he was not shown to be present before the Assistant Collector 1st Grade, when the correction of khasra girdawaries was made, in terms of the compromise.

9. As regards the person who was shown to be a co-vendee with the plaintiffs, his testimony was found to be not creditworthy, in view of the fact that another piece of land had been transferred by the defendants in his favour

by way of a sale deed, Ex.PX. Hence, that was considered to be a quid pro quo for his testimony in favour of the defendants.

Further, DW2, i.e. defendant no.3 Udai Bhan, was seen to be an executant of the aforesaid sale deed in favour of DW8, with his testimony in that context being that the consideration was paid to him by DW8 before the Registrar. The same deposition was made by DW1 Partap Singh, who was seen to be the attesting witness of the said sale deed, Ex.PX. However, Om Parkash, the beneficiary of the said sale deed, deposed that the consideration amount of the sale deed was paid by him to the vendor two or three days prior to the execution of the deed, in the village.

Thus, the contradiction in testimonies were held by the Civil Judge to indicate that nothing was actually paid by DW8 in return of transfer of the land by defendants no.1 to 4 in respect of sale deed, Ex.PX and in fact, it was an adjustment between the parties for showing a favour by the proforma defendant (co-vendee with the plaintiffs), to the defendants.

10. Next, the testimony of the fingerprint and hand-writing expert PW4, was also believed by the learned Civil Judge, to the effect that the signatures below the endorsement on the agreement, were of defendant Udai Bhan.

Hence, for the aforesaid reasons, it was held that the payment of Rs.10,00,000/- as consideration for the purchase of the suit property by the plaintiffs from the defendants, stood proved.

11. Thereafter, examining the issue of whether the plaintiffs were ready and willing to perform their part of the contract, it was held that with the entire sale consideration having been paid, such readiness and willingness stood proved.

12. Thus, with the defendants having failed to prove that the agreement was the result of a fraud, the suit was decreed in favour of the plaintiffs, directing the defendant (appellants herein) to execute the sale deed in terms of the agreement dated 20.06.2008.

13. The present appellants (defendants) having appealed against the said judgment and decree before the District Judge, Jhajjar, that Court, after noticing the pleadings, the issues framed and the evidence led before the learned Civil Judge, first reproduced almost the entire judgment of the lower court and thereafter agreed with it, first on the point of the non-admissibility of the instrument, i.e. the agreement, Ex.P1, on the ground of insufficient stamping and thereafter also agreed (without a detailed discussion), as to why the testimonies of the plaintiffs were acceptable and those of the defendants non-creditworthy.

The appeal was therefore dismissed, thereby upholding the judgment and decree of the lower Court.

14. When this appeal came up for hearing before this Court, Mr. Khatri, learned counsel for the appellants, first submitted that as per the agreement of sale set up by the respondent-plaintiffs, (Ex.P1), the entire sale consideration of Rs.10,00,000/- was stated to have been paid, with possession of the suit land handed over to the respondents-defendants. He further submitted that in such a situation, there would be no reason to delay the execution of the sale deed itself, especially with no time frame given in the deed as to by when the sale deed was to be executed. Hence, he had contended that the testimonies of the witnesses whose thumb marks are appended on the agreement, need to be looked at with greater care, in view of the fact that they were, as per the appellant-defendants' case, obtained on

blank papers and obviously since they were thumb marks, those who affixed such marks, were illiterate persons.

He further submitted that the suit seeking specific performance of the agreement by way of execution of the sale deed was instituted on 21.07.2009, i.e. about 13 months after the alleged agreement was entered into.

15. Upon this Court having issued notice, Mr. Chander Hans Yadav, Advocate, had appeared immediately and had accepted notice on behalf of the respondents and had further sought to address arguments on the same date itself, which was not objected to by learned counsel for the appellants, the record of the courts below already having been summoned earlier by this Court.

16. Mr. Yadav had submitted that no sale deed was executed even though the entire sale consideration was paid and possession was handed over to the respondents-plaintiffs, because the grand-fathers of the parties to the *lis* were brothers and therefore, in fact, the parties were exploring the possibility of getting a release deed executed by the appellants-defendants in favour of the respondents.

However, when neither the release deed nor the sale deed were executed, the suit was instituted 13 months later.

He further submitted that the plea of the suit having been filed after one year never having been taken before the first appellate Court, or even before the trial Court, therefore with the suit in any case being well within limitation, the appellants were, in fact, precluded from taking that plea in a second appeal.

17. The aforesaid arguments having been addressed in Court, upon the counsel on both sides further stating that they would furnish written

arguments, judgment had been reserved and written arguments received from both learned counsel within three to four days thereafter.

It has further been contended on behalf of the appellants, that as per the person stated to have scribed the agreement, i.e. PW1 Lal Chand, an amount of Rs.10,00,000/- was received by the appellants-defendants earlier to the agreement and that appellant no.2, Udai Bhan, had affixed his thumb impression in front of him. However, it is contended that the agreement is not hand written but is typed and Udai Bhan is a literate person and usually signs on documents and therefore there would be no occasion for him to affix his thumb impressions thereupon.

It is next contended that the second witness for the plaintiffs, i.e. plaintiff no.2, Rohtash, deposed that he had given the sale consideration to the defendants prior to the agreement, whereas in the agreement it has been stated that the amount was handed over to the appellants-defendants at the spot in the presence of witnesses.

Next, it is contended that the 3rd witness, PW3, Shri Bhagwan, was also an interested witness, being the son of the first plaintiff, Samey Singh, but he too had deposed that his father had given the sale consideration to the appellants herein one or one and half months prior to the date of the agreement.

18. It is further contended that on the other hand, the witnesses for the defendants including the other intended vendee, i.e. Om Parkash, had all deposed that no such agreement took place, and that Om Parkash was actually impleaded as a proforma defendant but yet chose to testify in favour of the defendants, that no such agreement had taken place.

It has next been contended that the hand writing expert examined

by the appellants-defendants, i.e. DW3, had categorically stated in his report, Ex.PW3/B, that the signatures of Udai Bhan do not match the signatures on the agreement of sale dated 20.06.2008. Further, it is contended that on the document itself Udai Bhan is shown to have affixed his thumb impression on the first page of the agreement but is seen to have signed it on its second page, which is again unnatural.

19. Other than the above, the issue with regard to whether the document itself is admissible in evidence, being under stamped, has been raised again, to the effect that once the document had not been stamped, despite conveyance of the suit property having been allegedly made, it was inadmissible in evidence. Consequently, it has been contended that the Courts below have wholly erred in decreeing the suit of the respondents-plaintiffs to execute a sale deed in favour of the respondents-plaintiffs.

20. In response, it has been contended on behalf of the respondents-plaintiffs that the question of the agreement being a forged one does not arise, in view of the fact that the parties thereto had put their thumb impressions on exactly the proper places where they would be expected to be so placed, on the duly typed out/written out document and that with appellant no.1, Kanwar Singh, in his own handwriting having categorically admitted that he received Rs.10,00,000/- in cash, with his son Vijay also having affixed his thumb impression on the same agreement and the other witnesses also admitting the thumb impressions, the plea of a blank paper being signed is wholly inadmissible.

21. Next, the non-admissibility of the plea on the document not being admissible in evidence, with the plea of under stamping not having been raised at the initial stage itself, when the document, i.e. Ex.P1, was

sought to be exhibited, has been reiterated, in reply to that argument on behalf of the appellants.

22. As regards the testimony of DW8, i.e. the co-vendee of the respondents-plaintiffs, the same reasoning as has been given by the learned Civil Judge has been made before this Court also, on behalf of the respondents.

23. Lastly, it has been submitted that the finding of the Courts below being wholly factual issues, no second appeal would lie in the absence of any substantial question of law arising.

24. Having considered the arguments of learned counsel as also the judgments of the Courts below, the first question of law that is required to be considered by this Court is as to whether the instrument set up by the respondents-plaintiffs as an agreement of sale dated 20.06.2008, Ex.P1 before the learned trial Court, was admissible in evidence or not. Learned counsel for the appellants has referred to Section 2(10) of the Indian Stamp Act, 1899, to submit that as actual conveyance of the property is also contended to have been made at the time of the execution of the agreement itself, it is obviously a conveyance within the meaning of the said provision and therefore, since it was not duly stamped, it was inadmissible in evidence. To support his argument, he also relied upon the judgment of the Supreme Court in *Om Parkashs'* case (supra), wherein it has been held so in the context of Section 2 (10) and Section 35 of the Stamp Act, 1899, both of which are reproduced hereinunder:-

“2. Definitions.- In this Act, unless there is something repugnant in the subject or context-”

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XXXXX

XXXXX

(10) “Conveyance”, - “conveyance” includes a conveyance on

sale and every instrument by which property, whether moveable or immovable, is transferred *inter vivos* and which is not otherwise specifically provided for by Schedule I or by Schedule 1-A of [by Schedule 1-B], as the case may be;”

XXXXX

XXXXX

XXXXX

35. Instruments not duly stamped inadmissible in evidence, etc.—No instrument chargeable with duty shall be admitted in evidence for any purpose by any person having by law or consent of parties authority to receive evidence, or shall be acted upon, registered or authenticated by any such person or by any public officer, unless such instrument is duly stamped:

Provided that—

- (a) any such instrument not being an instrument chargeable [with a duty not exceeding ten naya paise], only or a bill or exchange or promisory note, or acknowledgement or delivery order, shall subject to all just exceptions, be admitted in evidence on payment of the duty with which the same is chargeable, or, in the case of an instrument insufficiently stamped, of the amount required to make up such duty, together with a penalty of five rupees, or, when ten times the amount of the proper duty or deficient portion thereof exceeds five rupees, of a sum equal to ten times such duty or portion;
- (b) where any person from whom a stamped receipt could have been demanded, has given an unstamped receipt and such receipt, if stamped, would be admissible in evidence against him, then such receipt shall be admitted in evidence against him, then such receipt shall be admitted in evidence against him on payment of a penalty of one rupee by the person tendering it;
- (c) where a contract or agreement of any kind is effected by correspondence consisting of two or more letters and any one of the letters bears the proper stamp, the contract or agreement shall be deemed to be duly stamped;
- (d) nothing herein contained shall prevent the admission of any instrument in evidence in any proceeding in a Criminal Court,

other than a proceeding under Chapter XII or Chapter XXXVI of the Code of Criminal Procedure, 1898 (5 of 1898);

(e) nothing herein contained shall prevent the admission of any instrument in any Court when such instrument has been executed by or on behalf of ⁶⁶ [the ⁶⁷ [Government]] or where it bears the certificate of the Collector as provided by section 32 or any other provision of this Act.”

In view of the aforesaid statutory provisions, it was held in *Om Parkashs'* case (supra) that with a conveyance made, reflecting in the instrument (the agreement of sale), but with the instrument not duly stamped, such instrument would not be admissible in evidence.

25. Counter to the aforesaid, learned counsel for the respondents has relied upon a judgment in *Shyamal Kumar Roys'* case (supra), wherein after reference to Section 36 of the same Act, it was held that once an instrument, even insufficiently stamped, has been admitted in evidence on consent, thereafter, the opposite party loses the right to reopen the question of insufficiency of stamp duty.

Section 36 reads as under:-

“36. Admission of instrument where not to be questioned.—

Where an instrument has been admitted in evidence, such admission shall not, except as provided in section 61, be called in question at any stage of the same suit or proceeding on the ground that the instrument has not duly stamped.”

In *Shyamal Kumar Roys'* case, it was held by their Lordships as follows:-

“15. The agreement, as noticed hereinbefore, was executed in the year 1995. The applications purported to be under Section 151 of the Code of Civil Procedure, 1908 were filed by the appellant

only on 16-2-2005. The development agreement, as noticed hereinbefore, was admitted in evidence on 17-2-2003. The learned trial Judge as also the High Court relied upon a decision of this Court in *Javer Chand* (supra). An attempt to distinguish the said decision of this Court was made, *inter alia*, on the premise that therein this Court was concerned with interpretation of the provisions of the Marwar Stamp Act, 1947 in respect of two *mudatti hundis*, which had been admitted in evidence on payment of duty and penalty, but sought to be made inadmissible in evidence in terms of the provisions contained in the 1947 Act. This Court opined that once the said document was admitted in evidence, the new Act i.e. the 1947 Act would be inapplicable, stating:

“Once a document has been marked as an exhibit in the case and the trial has proceeded all along on the footing that the document was an exhibit in the case and has been used by the parties in examination and cross-examination of their witnesses, Section 36 of the Stamp Act comes into operation. Once a document has been admitted in evidence, as aforesaid, it is not open either to the trial court itself or to a court of appeal or revision to go behind that order. Such an order is not one of those judicial orders which are liable to be reviewed or revised by the same court or a court of superior jurisdiction.”

16. The said decision, therefore, is an authority for the proposition that Section 36 would operate even if a document has been improperly admitted in evidence. It is of little or no consequence as to whether a document has been admitted in evidence on determination of a question as regards admissibility thereof or upon dispensation of formal proof therefor. If a party to the *lis* intends that an instrument produced by the other party being insufficiently stamped should not be admitted in evidence, he must raise an objection thereto at the appropriate stage. He may not do so only at his peril.

17. Objection as regards admissibility of a document, thus,

specifically is required to be taken that it was not duly stamped. On such objection only the question is required to be determined judicially.”

26. It is to be noticed here that though the agreement in question in that case was executed in the year 1995, it was admitted in evidence on 17.02.2003, whereas the application seeking recalling of the order dated 17.02.2003, admitting it in evidence, was filed on 16.02.2005. In such a case also, where actually an application seeking recalling of the order admitting the document in evidence, had been filed, it was held by their Lordships that such an application was not maintainable and the document already admitted in evidence, even if insufficiently stamped, could not be thereafter objected to on that ground.

27. In the present case, it has been recorded by the learned Civil Judge that the issue of the inadmissibility of the document, Ex.P1, in evidence, was raised for the first time during arguments before that Court and never at the time when the document was sought to be proved by the testimonies of the witnesses. Hence, it was held that it would be the judgment in *Shyamal Kumar Roy's* case that would be applicable and not that in *Om Parkashs'* case (supra).

With nothing to the contrary pointed out to this Court by learned counsel for the appellants, from the record of the trial Court, with regard to any objection raised at any time, on the admissibility of Ex. P1 on the ground of insufficient stamp duty, in the opinion of this Court also, that the plea could not have been raised at the stage of arguments before the Civil Judge.

28. Coming therefore then to the primary issue of whether the agreement has otherwise been erroneously held to be a valid agreement and not the result of a fraud, as contended before this Court on behalf of the

appellants and also contended before the learned Courts below.

What is first to be noticed by this Court is the fact that though arguments have been raised before this Court on the fact that the signatures of the appellant-defendant Udai Bhan, on the agreement in question have been held to be not matching his actual signatures, by the handwriting expert examined by the appellants-defendants, i.e. DW3 D. K. Bhardwaj, and further, that Udai Bhan being a literate man, there would be no reason for him to affix his thumb impression on the agreement, are both arguments not available to the appellants-defendants, in view of the fact that a specific finding of fact has been recorded by the Courts below, on the basis of the testimony of Udai Bhan himself, as DW2, that he admitted his signatures on the instrument. He also admitted that he had affixed his thumb impression on the papers but that they were actually affixed on blank papers and were thumb marked and signed by him taking it to be a compromise agreement that had been reached between the parties, as regards the mutation to be entered in the revenue record.

(Reference para 23 of the impugned judgment of the Civil Judge (Senior Division), Jhajjar).

Therefore, with both Udai Bhan DW2 as also Partap Singh, who is shown to be an attesting witness and Vijay (DWs1 and 4 respectively), having admitted that they had actually thumb marked the papers in question, both arguments, on non-matching signatures and there being no reason for affixing thumb impressions, are arguments without any basis.

29. The question then is once the thumb impressions/signatures of the parties to the agreement and the attesting witnesses are all proved by their admissions itself, was it actually blank papers that they signed/thumb marked,

or an agreement of sale?

On this issue also, I see no reason to disagree with the finding of Civil Judge (upheld by the first appellate Court), that the testimony of DW2 Udai Bhan, was not creditworthy, in view of the fact that despite giving his specimen signatures in Court before his counsel, duly attested by the Court, he even backed out of having made such signatures.

The other reasoning given, to the effect that DW1, Partap Singh, failed to give any other incidence of when he had thumb marked blank papers, as also the fact that DW4 Vijay stated that he was not aware of the agreement in support of which he had signed the blank papers, all go to show that the pleas taken by the defendants before the Courts below were only to wriggle out of the agreement entered into by them with the respondents-plaintiffs.

In this regard, I also find substance in the arguments of learned counsel for the respondents, that even from a perusal of Ex.P1, it is obvious that the thumb impressions of the parties to the agreement, as also the witnesses thereto, are appearing at the places where they would normally would, below the typed recital contained in the agreement on both pages.

30. Coming then to the argument that one of the prospective co-vendee, i.e. proforma defendant no.8 Om Parkash, also did not support the case of the plaintiffs. Undoubtedly, that does raise a doubt on the agreement being genuine or not, the said Om Parkash also being a beneficiary of the same agreement.

However, as noticed by the learned trial Court, Om Parkash was won over by showing another sale deed executed in his favour, in which a 7/73rd share in 3 kanals and 13 marlas of land are shown to be transferred to him (Ex.PX).

The said transfer works out to 7 marlas of land, (as a total of 73 shares of 3 kanals and 13 marlas, is 73 marlas of land and a 7th share therein obviously is 7 marlas).

The said sale deed, Ex.PX, is seen to be registered on 14.07.2009, i.e. one week prior to the institution of the suit by the plaintiffs, with the plaintiffs having taken a specific stand in the plaint itself that respondent no.8 has not joined them as a co-plaintiff probably because he has been won over by the defendants.

Hence, in the aforesaid situation, I see no error in the finding of the Courts below on that aspect also.

31. Thus, having considered the judgments of the Courts below and the arguments raised before this Court, in the light of the record of the Courts below as has been referred to in the arguments, I see no reason to hold that the agreement in question dated 20.06.2008, was not actually executed between the parties to the *lis*, and that the appellants-defendants thereafter backed out of the agreement and did not get the sale deed executed as they were required to, leading to the filing of the suit which has been rightly decreed in favour of the respondents-plaintiffs.

32. Consequently, finding no error in the judgments and decrees of the Courts below, this appeal is dismissed with costs of Rs.10,000/-.

April 21, 2017
dinesh

(AMOL RATTAN SINGH)
JUDGE

1. Whether speaking/reasoned?	Yes
2. Whether reportable?	Yes