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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **O.M.P. (I) (COMM) 117/2017 & IA 3156/2017**

PHILIPS INDIA LTD.

..... Petitioner

Through: Mr. N. Mahabir and Mr P.C. Arya,
Advocate

versus

CHIKITSABROTI UDYOG (SANJIVAN
HOSPITAL) & ORS

..... Respondent

Through: Mr Pijush Biswas, Mr Jayanta Sengupta
and Mr Mirza Kayesh Begg, Advocates

CORAM: JUSTICE S. MURALIDHAR

ORDER

23.03.2017

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1. This is a petition under Section 9 of the Arbitration and Conciliation Act, 1996 ('the Act') by Philips India Ltd. seeking certain interim reliefs against the Chikitsabroti Udyog (Sanjiban Hospital) [Respondent No.1], Dr Subhasish Mitra and Dr Dalia Mitra (Respondent Nos. 2 & 3), who are the President and office bearer respectively of the Respondent No.1 and TM Technique Pvt. Ltd. (Respondent No.4), which stood as guarantor for obligations of the Respondent No.1 society.

Background facts

2. The facts relevant to filing of the present petition are that, the Respondent No.1 was desirous of purchasing healthcare equipment from the Petitioner. It also sought services of the Petitioner for servicing of some of the healthcare equipment lying at its premises.

3. It is stated that the following agreements were entered between the Petitioner and the Respondents for sale and service of the medical equipments:

(i) A Deferred cum Hypothecation Agreement dated 17th September 2012 was executed for the purchase of Cathlab Machine bearing the name "AlluraXper FD 10 Cathlab system" (hereinafter referred as "Cathlab Machine").

(ii) Annual Maintenance Agreement dated 18th November 2013 was executed for services of machine during the period 1st October 2013 to 30th October 2014.

(iii) Annual Maintenance Agreement dated 28th April 2014 was executed for services of machine during the period 1st April 2014 to 31 March 2015.

4. Pursuant to the above agreements, the Petitioner delivered possession of the Cathlab machine to the Respondent No.1. On account of the inability of the Respondents to make payment for the said credit facility under the Deferred cum Hypothecation Agreement, a Supplementary Agreement (SA) dated 18th February, 2014 was executed. Under the terms of the SA, the terms and conditions of the Deferred cum Hypothecation Agreement were reiterated. The credit facilities were restructured to enable the Respondents to repay the Petitioner.

5. The Deferred cum Hypothecation Agreement dated 17th September, 2012

contained the following clauses:

“15. Governing law and jurisdiction

The rights and obligations of the Parties under this Agreement shall be governed by the laws of India, without giving effect to principles of conflict of laws thereof, and shall be subject to the exclusive jurisdiction of courts at Gurgaon, Haryana.

16. Arbitration

If any dispute arises between the Parties out of or in connection with this Agreement whether in the nature of interpretation or meaning of any term hereof or as to any claim by one against the other, or otherwise the same shall be referred to sole arbitrator to be appointed by Philips and the arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The seat or legal place of arbitration shall be New Delhi. The language to be used in the arbitral proceedings shall be English. The award given by the arbitrator upon such references shall be final and binding upon the parties, and each party shall bear its own expenses in relation to such arbitration. Unless otherwise awarded by the arbitrator, the arbitration fees shall be shared equally by the Parties.”

6. In other words, the parties agreed on the exclusive jurisdiction of the Courts at Gurgaon, Haryana; they also agreed on the seat or ‘legal place of arbitration’ in New Delhi. Incidentally, the aforesaid Deferred cum Hypothecation Agreement was executed at Gurgaon, Haryana.

7. The address of the Respondent No.1 was in Howrah in West Bengal. The Sanjivan Hospital is also being run there. The Cathlab equipment was delivered to the Respondent No.1 there. Therefore, part of cause of action arose at Gurgaon where the agreement was executed and a part thereof arose in Howrah, West Bengal where the agreement was performed.

8. It may be noticed at this stage that in terms of the decision of the Supreme Court in *Swastik Gases (P) Ltd. v. Indian Oil Corpn. Ltd. (2013) 9 SCC 32*, followed in *State of West Bengal v. Associated Contractors (2015) 1 SCC 32*, the parties can validly recognize the exclusive jurisdiction of one of the two Courts where a part of the cause of action arises. In the present case, inasmuch as some part of cause of action did arise in Gurgaon the recognition by the parties of the exclusive jurisdiction of the Court there is valid. The parties agreed on the seat of arbitration being in New Delhi. In fact the arbitration took place at New Delhi. Consequently, the jurisdiction of this Court is also recognized as has been pointed out by the Constitution Bench of the Supreme Court in *Bharat Aluminium Co. v. Kaiser Aluminium Technical Services Inc. (2012) 9 SCC 552* (hereafter *Balco*).

9. Mr. N. Mahabir, learned counsel appearing for the Petitioner, submitted that even after they are agreed to reschedule the payment due under the above agreement, the Respondents failed to make payment as was agreed. The Petitioner even filed criminal complaints against the Respondents under Section 138 of the Negotiable Instrument Act 1881.

10. In terms of Clause 16 of the Deferred cum Hypothecation Agreement and Clause 9 of the service agreements the disputes between the parties were referred to a Sole Arbitrator appointed by the Petitioner by its letter dated 12th March 2015. Before the Sole Arbitrator, the Petitioner filed 3 claim petitions on under each of the three agreements. An application was filed by the Petitioner before the learned Arbitrator under Section 17 of the Act for directions to the Respondents to hand over to the Petitioner possession of

Cathlab Machine.

The Settlement and Interim Award

11. During the pendency of the above application, the parties on 31st May, 2015 filed a joint settlement application before the learned Arbitrator. In the said settlement application, it was inter alia stated as under:

“1. That the disputes between the Claimant and Respondents are pending in the present Arbitration proceedings at Delhi. That the Respondent 1 to 4 owe dues of INR 2, 36, 58, 313 /- (Rupees Two Crore Thirty Six Lakhs Forty Fifty Eight Thousand Three Hundred and Thirteen) as on 31st May 2015 under the Deferred cum Hypothecation Agreement dated 17 September 2012 to the Claimant and have defaulted in making payments to the Claimant. The Respondent 5 owe dues of INR 66,69, 156/(Rupees Sixty Six Lakh Sixty Nine Thousand One Hundred Fifty Six) as on 31st May '2015 under the Service Agreements as stated in the Claim petition.

2. That after service of the claim petition, the Claimant and Respondents desire to have the Arbitration proceedings be disposed of in terms of the present understanding and in the manner stated in the present application. The Respondents does not wish to file any reply) to the claim petitions or any counter-claim against the Claimant without prejudice.”

12. It was prayed:

“4. That in terms of the present agreement, the parties pray that the Ld. Arbitrator may be pleased to pass an interim order whereby:

(i) The Claimant shall service the Cathlab and CT Machine lying at the Respondents premises within a period of I 5 days from the date of the interim order.

(ii) The Claimant shall hand over a Notarized copy of the title deed of immovable. True copy of the interim order. to enable it to sell the above stated property. It is further agreed that the Respondents shall provide all necessary assistance, as and when required in selling the property

(iii) The sales proceeds from the sale of immovable property bearing No. 143 C, Sarat Base Road, Kolkatta - 700 029 (also identified in Deed of conveyance no. 13635/09) shall be adjusted against the total overdues as on the date of sale of property.

13. It was agreed in paragraphs 6 and 7 as under:

“6. If the Respondents are unable to sell the aforesaid immovable property within the agreed period of 180 days from the date of interim order by the Arbitrator then the parties agreed that:

(i) The Respondents shall immediately and peacefully handover the custody of the Cathlab machine to the Claimant. Claimant will be entitled to take custody of the Cathlab machine, remove it from the Respondents premises and keep it in a premises of Claimants choice. The Claimants will be at liberty to sell the Cathlab machine and set off against the dues owned by the Respondents to the Claimant.

(ii) The Claimant shall further again try and sell the aforesaid immovable property bearing No. 143 C, Sarat Bose Road, Kolkatta - 700 029 (also identified in Deed of conveyance no. 13635/09) and set off against the total overdues and further interests.

7. If either party is able to sell the aforesaid immovable property within the period of 180 days or before. but the sale price is less than the money being total overdues as on expiration of 180 days then:

(i) The Ld. Arbitrator may pass final order as per the prayer in

the claim petitions.

(ii) The Respondent shall pay the remaining balance amount of the total overdues in 12 equal instalments at the interest rate prevailing on the date. For the payment of this amount as stated in this clause the Respondent shall issue 12 PDC's to the Claimant. In the event of default, wherein at any point in time 3 EMJ's become overdue, Respondent shall immediately and peacefully handover the Cathlab back to Philips.

For the sake of clarity, the Respondents state that the Claimant will be entitled to take custody of the Cathlab machine, remove it from the Respondents premises and keep it in a premises of Claimants choice. The Claimants will be at liberty to sell the machine and set off against the dues owned by the Respondents to the Claimant. After all debts owned by Respondents to the Claimant are satisfied, the remaining money shall be credited to the Respondents..”

14. The settlement agreement parties also envisaged as to what would happen if the events stated in paragraph 6 or 7 were to occur. This was spelt out in paragraph 8 as under:

“8.The Respondents undertake if any of the events stated in paragraph 6 or 7 were to occur, the Respondents shall grant full and free access to the Claimants representatives to remove the Cathlab machine from its premises and shall fully co-operate by providing electricity and system passwords, whenever required, during the removal of the machines. The Respondents undertake that the Claimant shall be at liberty to break open the doors if the doors are locked when the Claimant desires to remove the machine. The Respondents agree and undertake that they shall fully cooperate in sale of the machines and immovable property and undertake to execute all documents for this purpose within 7 days, if required to be done by the Claimant.”

15. On 4th June 2015, the learned Arbitrator took the Terms of Settlement as set out in the above application on record and passed an interim Award in terms thereof, common to all three arbitrations. The parties were at liberty to take further steps towards the final Award. The proceedings were adjourned to 11th December 2015. It is not in dispute that the said interim Award was not challenged by the Respondents and has attained finality.

The second and third applications before the Arbitrator

16. However, the Respondents did not act in terms of the settlement recorded in the interim Award. Accordingly the Petitioner on 29th January 2016 filed another application before the learned Sole Arbitrator under Section 17 of the Act, where *inter alia* in para 6 it was averred:

"That in terms of the Settlement and Interim Order of this Hon'ble Tribunal, the Claimant had sent a notice dated 20 January 2016 asking the Respondents to hand over the physical possession of the machines on or before 27 January 2016. However, the Respondents have chosen not to reply to the said notice."

17. It was further pointed out that the Respondents were "neither selling the aforesaid property nor are they allowing claimant to sell the same. In view of the aforesaid circumstances the claimant has no option to take physical possession of the Cathlab Machine from the Respondents premises, remove it from the Respondents premises, store it in a premises of the Petitioner's choice." Accordingly the Petitioner prayed that the learned Arbitrator should:

“(i) permit the claimant to take physical possession of the Cathlab Machine from the Respondents premises, remove it from the Respondents premises and store it in a premises of

Claimants choice;

(ii) permit the claimant to sell the Cathlab Machine and set off the money received against the dues owned to the Claimant;

(iii) permit the claimant to sell the security of the Respondent and set off the money received against the dues owned to the Claimant;

(iv) pass a final award in terms of the prayers in the claim petition.”

18. On the above application, an order dated 22nd February, 2016 was passed by the Sole Arbitrator giving liberty to the Petitioner to remove the machines, sell them and file a status report. The representative of the Petitioner then approached Police Station Howrah seeking removal of the machine. It is stated that the local police, however, sought specific directions to it to assist the Petitioner in removal of machine.

19. The Petitioner then filed an application dated 13th July 2016 before the Learned Arbitrator seeking clarification/modification of order dated 22nd February 2016. By an order dated 17th August 2016, the learned Arbitrator clarified that the Superintendent of Police, Howrah (Rural) may provide assistance to the Petitioner to implement the interim award.

Appeal in the District Court at Howrah

20. The Respondent filed an appeal under Section 37 of the Act before the District Court, Howrah, being Misc. Appeal No. 191 of 2016 for setting set aside the order dated 22nd February 2016 of the Arbitrator. This was accompanied with an application under Section 5 of the Limitation Act

seeking condonation of delay in filing the appeal.

21. Since the District Court refused to grant an interim stay of the order of the Arbitrator, the Respondent filed a revision petition before the Calcutta High Court being C.O. 4060 of 2016. Initially, the Calcutta High Court by its order dated 26th October, 2016 granted an interim stay for a period of four weeks of the order dated 22nd February 2016 of the learned Arbitrator. However, by a subsequent order dated 3rd January 2017, the Calcutta High Court disposed of the revision petition with direction to the District Court to first consider the Respondents' application under Section 5 of the Limitation Act.

22. By an order dated 6th February 2017 the District Court allowed the Respondents' application for condonation of delay filed under Section 5 of the Limitation Act. It is stated that the appeal is now listed before the District Court on 7th April, 2017.

Present petition

23. In the present petition the Petitioner states that its representative approached the local police station on 8th February 2017 seeking assistance in terms of the orders dated 22nd February 2016 and 17th August 2016 of the Learned Arbitrator. On 9th February 2017, when the Petitioners representatives were near the Respondents premises, the Petitioners representative contacted the police, which did not reach the spot and continued to be non-cooperative. A team of 6 officers of the Petitioner's then approach the Respondent premises at Uluberia, Howrah, for removal of the machines. There was large noise and sloganeering done by the around

100 people of the Respondent No.2. Petitioner's representative in order to save their lives left the premises and were unable to comply with the interim award, order dated 22nd February 2016 and 17th August 2016 to remove the Cathlab machine.

24. It is stated in the petition that a discussion was held between the Respondent No.2 who stated as follows:

“(i) He shall pay the due amount as and when investment from other companies is made in the hospital.

(ii) He shall not allow the Cathlab machine to be removed from his premises at any cost.”

25. The Petitioner filed a Contempt Petition along with application under Order 26 Rule 9 of CPC seeking appointment of Local Commissioner bearing CONT. CAS (C) No. 192/2017 in this Court. The contempt petition and the application were disposed of on 6th March 2017 with liberty to the petitioner to file a petition Section 9 of the Act.

26. The Petitioner has in the present application pointed out that the Cathlab machine is a medical device lying unused and locked by the Respondents; the value of the machine is being lost by each passing day. It is also pointed out that the Petitioner will be put to great loss if the machine is damaged. Further the Respondent had not paid the consideration for this machine. It is submitted that in view of the non-cooperation and serious obstruction caused to the Petitioner in removal of the Cathlab machine on 9th February 2017 by Respondents, it had become impossible for the Petitioner's representatives to remove the Cathlab machine. In the circumstances, it is prayed that a Local

Commissioner (LC) or any other person may be appointed by the Court who, with the assistance of the Petitioners' representatives, may disassemble and remove the Cathlab machine from the premises of Respondent No. 1 premises and hand it over to the Petitioner's representative.

27. The notice was issued in the present petition on 10th March, 2017 and was accepted by learned counsel for the Respondents who sought time to take instructions.

Submissions of counsel for the Respondents

28. When the matter was taken up for hearing today, Mr Pijush Biswas, Mr Jayanta Sengupta, counsel appeared for the Respondents along with and Mr Mirza Kayesh Begg, Advocate. A preliminary objection was raised by them as to the jurisdiction of this Court to entertain the present petition. It was submitted pointed out that no part of cause of action arose within the jurisdiction of this Court; the contract was substantially performed in Howrah, West Bengal. Therefore, the jurisdiction was only of that Court. In any event, that the exclusive jurisdiction being that of the Court in Gurgaon, the Petitioner could go either before the Gurgaon Court or to the Court at Howrah at Calcutta. Reliance in this regard is placed on the decision of the Supreme Court in ***Balco***. Reliance is also placed on the decision in ***ABB India Limited v. Isolux Corsan India Engineering & Construction 2016 Arb LR 388 (Del)***.

29. It is further pointed out by the learned counsel for the Respondents that in the reply to the application filed by the Respondent in the District Court at Howrah under Section 5 of the Limitation Act seeking condonation of delay

in filing the appeal, the Petitioner raised no objection as to the lack of jurisdiction of the Court. Relying on the decision in ***Moore v. Gamgee (LR) 25 QBD 244***, it is submitted that by accepting jurisdiction in the said proceedings, the Petitioner should be held to have waived off its right to object to the jurisdiction of the Court at Howrah.

30. It is further pointed out that only the Deferred cum Hypothecation Agreement contained the exclusive jurisdiction and arbitration clause. The settlement, however, was in respect of all three agreements and covered all the references. It is submitted that in any event, the Court in Delhi would not have jurisdiction. Reference is made to Section 42 of the Act to urge that the Court in Howrah having been already approached, further proceedings should be filed in that very Court.

Submissions of counsel for the Petitioner

31. Mr Mahabir, learned counsel for the Petitioner, at the outset pointed out that there is no stay of the proceedings granted of the order of learned Arbitrator dated 22nd February, 2016 permitting the Petitioner to remove the equipment in question with the help of LC. It is further pointed out that the interim Award passed in terms of the settlement agreement attained finality and there is no change to it even today. It is pointed out that even during the pendency of arbitration proceedings, and even after a Final Award, it is open to either party to invoke the jurisdiction of the Court under Section 9 of the Act to seek interim reliefs.

32. Reliance is placed by Mr Mahabir on the decision in ***Pandey & Co. Builders (P) Ltd. v. State of Bihar (2007) 1 SCC 467*** to submit that an

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appeal under Section 37 of the Act would not be covered by the expression 'subsequent application' appearing in Section 42 of the Act. In other words, merely because an appeal is pending in the District Court in Howrah would not mean that all subsequent proceedings have to be filed only in that Court or that jurisdiction of this Court stood excluded.

33. Mr Mahabir also submitted that the submission was factually incorrect that the Petitioner had not raised an objection to the jurisdiction of the District Court, Howrah. He submitted that after the delay in filing the appeal was condoned by that Court, and before the appeal could be taken up for hearing, the Petitioner did file an application raising objection to the jurisdiction of that Court. Therefore, there was no waiver of the Petitioner's right to object to the jurisdiction of the Howrah Court.

34. Mr Mahabir further submitted that on merits there was no justification with the Respondent to continue to be in default to part with the equipment as long as the hypothecation is in favour of the Petitioner. According to him, the servicing was done of the equipments of the Respondent. While at the time of settlement the amount due was identified as Rs.2.36 crores, on account of the subsequent servicing activities of the various equipments, the total outstanding was more than Rs. 4 crores as of date.

Jurisdiction

35. The above submissions have been considered, the Court would first like to deal with the issue of jurisdiction. From the arbitration clause as well as exclusive jurisdiction clause what is clear is that the seat of arbitration is Delhi and the parties have also agreed on the exclusive jurisdiction of the

Court at Gurgaon. A part of the cause of action having arisen at Gurgaon, it was open to the parties, in terms of the law explained by the Supreme Court in *Swastik Gases (P) Ltd. v. Indian Oil Corpn. Ltd.* (*supra*), and *State of West Bengal v. Associated Contractors* (*supra*) to choose the Court at Gurgaon as having exclusive jurisdiction notwithstanding the fact that the contract itself was performed at Howrah. Therefore, as far as jurisdiction based on cause of action is concerned, the Court proceeds on the basis that both parties voluntarily opted for the exclusive jurisdiction of the Court at Gurgaon.

36. However, the jurisdiction of this Court is not also excluded. After the decision of the Constitution Bench of the Supreme Court in *Balco* (*supra*), the Court within whose jurisdiction the arbitration takes place will also have jurisdiction. From that point of view, with no other Court having been approached earlier with a Section 9 petition, the Court sees no impediment to the present petition being preferred in this Court.

37. The decision in *Moore v. Gamgee* (*supra*) is not relevant to the facts of the present case. Even before the appeal preferred by the Respondents under Section 37 of the Act could be heard on merits by the District Court in Howrah, the Petitioner filed an application questioning the jurisdiction of that Court. Therefore, there was no waiver by the Petitioner of its right to question the jurisdiction of that Court.

38. The mere pendency of the appeal under Section 37 in the Howrah Court would not require all subsequent applications to be filed only in that Court. This legal position has been explained in *Pandey & Co. Builders (P) Ltd. v. OMP (I) (COMM.) 117/2017*

State of Bihar (supra).

39. The interim Award passed by the learned Arbitrator taking the terms of the settlement arrived at between the parties on record has attained finality. It is at the stage of implementation and enforcement. Pending the enforcement of the interim Award, and before the passing of the final Award, it is open to the Petitioner to seek appropriate interim reliefs under Section 9 of the Act. That is what has been done in the present petition.

40. To sum up, in terms of the clauses of the hypothecation agreement, the seat of arbitration is Delhi. The arbitration took place in Delhi. Therefore, the jurisdiction of this Court is not ousted. The Petitioner is not prevented from approaching this Court for interim relief under Section 9 of the Act. The Court accordingly negates the objections raised by the Respondents to the jurisdiction of this Court.

On merits

41. On merits, it is seen that the Respondents are unable to deny that they owed a sum of Rs.2.34 crores even on the date of the settlement. It was submitted on behalf of the Respondents that the Petitioner was in default of its obligations to service the every equipment. Further, the Cathlab machine was defective and unable to be operated by the Respondent No.1 till recently. This of course is disputed by learned counsel for the Petitioner who submits that as a result of the services rendered the total amount owed to the Petitioner by the Respondents is in excess of Rs.4 crores.

42. The Court enquired from the Respondents whether they would be willing

to make payment of a substantial part of the outstanding amount in a time bound manner in which event the equipment would not be taken over by the Petitioner. However, learned counsel for the Respondents were unable to commit the Respondents to making payment. While they wanted time to take instructions, they submitted that the hospital in question is serving the needs of several underprivileged classes and sufficient time may be granted for making some payment.

43. The Court is of the view that the Petitioner cannot be both deprived of the money due to it and also the equipment hypothecated to it. Significantly, the Respondents have till date neither denied or resiled from the settlement agreement nor challenged the interim Award passed by the learned Arbitrator in terms thereof. They have only challenged the interim order passed by the Arbitrator on 22nd February 2016 giving effect to the interim Award by permitting the Petitioner to take over the equipment in the hospital. Further, there is no stay granted even of that interim order of the Arbitrator.

44. The Petitioner has a *prima facie* case in its favour therefore cannot be denied the benefit of the interim Award indefinitely. The balance of convenience in passing an interim order as prayed for is also in its favour particularly since the value of the Cathlab equipment, which is expensive, is likely to depreciate. The Court is also satisfied that the Petitioner will be subjected to hardship unless the interim order as prayed for is not passed.

45. Accordingly the Court directs that the Respondents should pay to the Petitioner a sum of not less than Rs.2 crores on or before 10th April 2017,

failing which it will be open to the Petitioner to proceed to take possession of the Cathlab equipment hypothecated to it and which is in possession of Respondent No.1 with the help of LC.

46. Considering the apprehension expressed by the Petitioner about the difficulty in taking possession of the equipment in the event that the Respondents do not make payment as aforesaid, the Court in the circumstances appoints Mr Deepak Kumar Dutta, Retired ACP of Kolkatta Police (Mobile number 9830241871) to go along with the two of the Petitioner's representatives and also request the Superintendent of Police (SP) of Howrah to ensure that they are provided adequate police protection to ensure that the Cathlab equipment is removed from the possession of Respondent No.1 and handed over to the Petitioner. It is clarified that it is only where the Respondents are unable to make payment of the sum of Rs.2 crores to the Petitioner on or before 10th April, 2017 that the above steps and more at para 48 will be taken.

47. The fees of the LC is fixed at Rs. 1 lakh which will be paid to him either at the time of commission or soon thereafter. This is independent of any transport, other allowances and out of pocket expenses which will be paid to the LC forthwith.

48. A direction is issued to the SP, Howrah to personally ensure that sufficient number of police personnel are deployed to accompany the LC and the Petitioner's representatives to the premises where the Cathlab equipment is located. The Respondents shall immediately and peacefully handover the custody of the Cathlab machine to the Petitioner's

representatives in the presence of the LC. The Respondents shall fully co-operate by providing electricity and system passwords, whenever required, during the removal of the machines. Where the Respondents fail to cooperate, the LC will be at liberty to break open the doors if the doors are locked. After the Cathlab machine in the above manner is handed over to it, the Petitioner will be at liberty to keep the machine at a premises of its choice till its sale. The Petitioner will be at liberty to sell the Cathlab machine and set off the sale proceeds against the dues owned by the Respondents to the Petitioner. The Respondents shall fully cooperate in sale of the machine and execute the necessary documents for that purpose.

49. It is made clear that the obligation to comply with this order is joint and several on Respondents 1 to 4 and any attempt by any of them directly or indirectly to frustrate it will invite legal consequences.

50. With the above directions, the petition and the applications are disposed of. A certified copy of this order be sent, through approved courier, to the SP Howrah for compliance.

51. Dasti under the signatures of the Court Master.

S. MURALIDHAR, J

MARCH 23, 2017

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