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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of decision: 19.07.2017

+ RC.REV. 409/2015

JOGINDER SINGH NAGI

..... Petitioner

Through

Mr.Pradeep Dewan, Sr.Advocate with
Mr.Rajinder Mathur & Mr.A.K.
Rohtagi, Advocates

versus

M/S NEW SILVER LINE TRADERS PVT LTD..... Respondent

Through

Mr.Sanjeev Sindhwani, Sr.Advocate
with Mr.A.K.Nijhawan & Ms.Neha
Kumari, Advocates

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

JAYANT NATH, J.

1. This present revision petition is filed under Section 25 B(8) of the Delhi Rent Control Act, 1958 (hereinafter referred to as the DRC Act) seeking to impugn the eviction order dated 19.03.2015 passed by the Additional Rent Controller (hereinafter referred to as the ARC) under Section 14(1) (e) of the DRC Act dismissing the application of the petitioner seeking leave to defend.

2. The respondent filed the eviction petition under Section 14(1) (e) of the DRC Act regarding property being 1/3rd portion of the shop on the ground floor of the property No. 26, Ground Floor, Sunder Nagar, New Delhi. It was stated that the petitioner is the tenant in use and occupation of

the said 1/3rd portion of the ground floor. It is the case of the respondent that the entire shop was let out by the erstwhile owner Sh. Suraj Prakash Pahawa to a partnership firm by the name of Navrattan Arts. The Partnership Firm comprised of two partners, namely, Sh. Joginder Singh Negi and Sh. Naresh Tolani. On 16.03.1999, the partnership firm was dissolved and a wooden partition was erected in the shop. 1/3rd portion of the shop went to the share of Sh. Joginder Singh Negi, the petitioner and the remaining 2/3rd portion went to the share of Sh. Naresh Tolani, the other partner of the partnership firm in the name of Navrattan Arts. On 08.10.2003, the erstwhile landlord Sh. Suraj Prakash Pahawa sold the entire building where the shop premises is located by a registered sale deed to the respondent Company.

It is pointed out that the earlier owner Sh. Suraj Prakash Pahawa had filed an eviction petition against the Firm on the ground of sub-letting under Section 14 (1)(b) of the DRC Act stating that the partners have partitioned the shop and that Sh. Naresh Tolani has sub-let the premises to the petitioner. The respondent moved an application under Order 22 Rule 10 CPC which was allowed. However, the respondent chose to withdraw the said petition with liberty to file a fresh one. The request of the respondent is said to have been allowed on 30.09.2009. It is further stated that the Managing Director of the respondent Sh. Kunal Tolani is a graduate from Paris in Fashion Retail Management. He seeks to transfer his registered office from Chandigarh to Delhi and wants to expand his business by opening a fashion retail showroom in the tenanted premises. It is also stated that the respondent is the owner of a residential premises on the first floor of the shop premises with terrace which is also on rent and for which an

eviction petition has been filed. However, the said first floor being a residential property is not suitable for carrying on commercial activities.

3. The petitioner filed his application for leave to defend where various pleas were taken including (a) that the eviction petition is not maintainable as the respondent is a private limited company (b) that the respondent has a commercial premises at 40, Central Market, Lajpat Nagar-II, New Delhi and at Village Chandan Hola, ahead of Chhattarpur Mandir (c) that the petition is bad as it seeks partial eviction of the property.

4. The ARC by the impugned order relying upon various judgments including the judgment of this court in the case of ***Madan Mohan Lal, Sri Ram Pvt. Ltd. vs. P. Tandon, 1981 (2) RCR 516*** concluded that the respondent company can prefer an eviction petition under Section 14(1) (e) of the DRC Act.

On the issue of partial eviction, the impugned order noted the contention of the petitioner that the petition ought to have been filled against the petitioner and the other erstwhile partner Sh. Naresh Tolani. However, the impugned order notes that as per the dissolution deed, 1/3rd of the property has come to the share of the petitioner and the rate of rent was also to be divided at the rate of 1/3rd and 2/3rd. The impugned order also notes the written statement filed by the Firm Navrattan Arts in the erstwhile eviction petition where it was stated that the shop which was let out comprised two rooms with two shutters and the same were merged by the Firm to carry out its business. It had been denied that the shop was let out as a single undivided unit. As the partnership firm does not exist, it was concluded by the impugned order that it cannot be termed to be an eviction petition for eviction of part of the premises.

Regarding the property at 40, Central Market, Lajpat Nagar-II, New Delhi, it was noted that the said property has been sold long back to Sh.Ashok Kumar Kataria. The ARC in view of the above concluded that the premises are required bona fide by the respondent and passed an eviction order dismissing the application for leave to defend.

5. I have heard learned counsel for the parties.

6. Learned senior counsel for the petitioner has vehemently argued that the eviction petition has been filed for a part of the tenanted premises assuming the petitioner as a separate tenant. It is urged that there is one tenancy for the full shop and the respondent was obliged to file an eviction petition for the full shop against both the partners. It has been averred that the tenancy cannot be spilt. Reliance is placed on the judgment of the Supreme Court in the case of *Badri Narain Jha and Ors. Vs. Rameshwar Dayal Singh & Ors.*, AIR 1951 SC 186 and *Habibunnisa Begum and Ors. Vs. G. Doraikannu Chettiar (D) By Lrs. & Ors.*, 2000(1) SC 74 and judgment of this court in *Usha Bhasin vs. Competent Authority*, 17 (1980) DLT 353.

It is further urged that it is a case for additional accommodation sought by the respondent in view of the fact that the respondent has other accommodation available and hence, the ARC ought to have granted leave to defend.

It is further urged that there are subsequent events which are relevant to this case. The respondent has got possession of the first floor of the building which can be used for office purpose.

It is further submitted that the erstwhile partner of the Firm i.e. Sh. Naresh Tolani is the father of the Managing Director of the respondent and that is why an eviction petition has not been filed for the full shop.

7. Learned Senior counsel appearing for the respondent has on the other hand relied upon the deed of dissolution dated 16.03.1999 to demonstrate that the tenants had spilt the tenanted property. The landlord had accepted the dissolution deed of the partnership and that the petitioner was paying 1/3rd rent straight to the respondent. Reliance is also placed on the earlier written statement filed by the Firm in the earlier eviction petition filed under Section 14(1)(b) by the erstwhile owner. It is further urged that the petitioner has not pleaded that he has not been paying rent directly to the respondent. Reliance is also placed on the judgment of this court in the case of ***K.S.Patcha vs. Arun Sarna, 2008 (151) DLT 784***. Regarding subsequent events, namely, that the respondent has received possession of the first and second floor through an eviction petition, it has been pointed that the first and second floor are residential properties. Reliance is placed on a communication received from L&DO which has demanded a huge amount of money as conversion charges to contend that in the absence of payment of about Rs.80-90 lakhs, the property cannot be used for commercial purposes. The General Manager of the respondent has been allowed to reside in the said premises. Even otherwise the entry to the said premises is from the rear side and is not suitable for carrying on business. It is reiterated that the respondent Company has no alternative suitable accommodation available.

8. I may first see the scope of the present petition. The Supreme Court in ***Shiv Sarup Gupta vs. Dr.Mahesh Chand Gupta, (1999) 6 SCC***

222/(MANU/SC/0132/1999) described the revisional powers of this court as follows:-

“11..... The phraseology of the provision as reproduced hereinbefore provides an interesting reading placed in juxtaposition with the phraseology employed by the Legislature in drafting Section 115 of the CPC. Under the latter provision the exercise of revisional jurisdiction of the High Court is circumscribed by the subordinate court having committed one of the three errors, namely (i) having exercised jurisdiction not vested in it by law, or (ii) having failed to exercise a jurisdiction so vested, or (iii) having exercised its jurisdiction with illegality or material irregularity. Under the proviso to Sub-section (8) of Section 25B, the expression governing the exercise of revisional jurisdiction by the High Court is 'for the purpose of satisfying if an order made by the Controller is according to law'. The revisional jurisdiction exercisable by the High Court under Section 25B(8) is not so limited as is under Section 115 C.P.C. nor so wide as that of an Appellate Court. The High Court cannot enter into appreciation or re-appreciation of evidence merely because it is inclined to take a different view of the facts as if it were a court of facts. However, the High Court is obliged to test the order of the Rent Controller on the touchstone of "whether it is according to law". For that limited purpose it may enter into re-appraisal of evidence, that is, for the purpose of ascertaining whether the conclusion arrived at by the Rent Controller is wholly unreasonable or is one that no reasonable person acting with objectivity could have reached that conclusion on the material available...”

9. Hence, this court is to test the order of the ARC to see whether it is according to law, and whether the conclusions are not wholly unreasonable.

10. Section 14(1)(e) of the DRC Act reads as follows:

“14. Protection of tenant against eviction.- (1)

Notwithstanding anything to the contrary contained in any other law or contract, no order or decree for the recovery of possession of any premises shall be made by any court or Controller in favour of the landlord against a tenant:

Provided that the Controller may, on an application made to him in the prescribed manner, make an order for the recovery of possession of the premises on one or more of the following grounds only, namely:-

XXXXX

(e) that the premises let for residential purpose are required bona fide by the landlord for occupation as a residence for himself or for any member of his family dependent on him, if he is the owner thereof, or for any person for whose benefit the premises are held and the landlord or such person has no other reasonably suitable residential accommodation.”

The above provisions would in view of the judgment of the Supreme Court in *Satyawati Sharma(dead) by LRs vs. Union of India & Anr.*, AIR 2008 SC 3148 apply to commercial premises also.

11. The essential ingredients which a landlord/respondent is required to show for the purpose of getting an eviction order for bona fide needs are (i) the respondent is the owner/landlord of the suit premises (ii) the suit premises are required bona fide by the landlord for himself and any of his family members dependent upon him. (iii) the landlord or such other family members has no other reasonable suitable accommodation.

12. This court in the case of *Sarwan Dass Bange vs. Ram Prakash*, MANU/DE/0204/2010 noted as follows:-

“7. The Controller has not discussed as to how the pleas raised by the respondent/tenant in the application for leave to defend are such which if established by adducing evidence would disentitle the petitioner/landlord of an order of eviction under Section 14(1)(e) of the Act. Ordinarily, when a tenant approaches an advocate for drafting a leave to defend application, the advocate, using his legal acumen would dispute each and every plea of the landlord in the eviction petition. However, merely because the tenant so disputes and controverts the pleas of the landlord does not imply that the provision of summary procedure introduced in the Act with respect to ground of eviction on the ground of requirement is to be set at naught. The Controller is required to sift/comb through the application for leave to defend and the affidavit filed therewith and to see whether the tenant has given any facts/particulars which require to be established by evidence and which if established would disentitle the landlord from an order of eviction. The test is not of the tenant having controverted/denied the claim of the landlord and thus disputed questions of fact arising; the test is to examine the pleas of facts and then to determine the impact thereof.”

13. Similarly, this court in *Deepak Gupta vs. Sushma Aggarwal, 2013 202 DLT 121* held as follows:-

“24. From the mere reading of the afore mentioned illuminating observations of the Supreme Court in the case of Precision Steels (supra), it is apparent that the Controller has a statutory duty to grant the leave to defend if the affidavit discloses the facts which could raise suspicion on the genuineness of the need of the landlord which can in effect disentitle the landlord from recovering the possession on the ground of bonafide requirement. The likelihood of success or the failure of the defence is not really determinative of the question as to grant or not grant of the leave to defend but the

real question is tenability of the plea which may raise a suspicion on the need of the landlord which may if proved can also lead to disentitlement to the recovery of the possession. Thus, the plea raising a doubt in the mind of the Controller is sufficient to grant the leave. The Controller can also not record the findings on disputed question of the facts by preferring the one set of facts over and above the other. The merits of the pleas raised are not to be gone into at the time of the grant of the leave to defend by going into the complicated questions of fact. For making the enquiry, the affidavit filed by the tenant is helpful.

25. The views expressed by the Supreme Court in the case of Charan Dass (supra) and Precision Steel (supra) are holding the field and have been consistently followed by the Supreme Court till recently and also by this court from time to time. (kindly see the case of Inderjit Kaur vs. Nirpal Singh, : 2001 (1) R.C.R. 33 and Tarun Pahwa vs. Pradeep Makin, : 2013 (1) CLJ 801 Del.)”

14. I may hence test the findings recorded by the ARC on the touchstone of the requirement of the parameters stated above for determining as to whether the trial court rightly refused the leave to defend to the petitioners.

15. The bone of contention between the parties is the plea of the petitioner that the tenancy cannot be spilt and that the respondent cannot file an eviction petition for a part of the premises.

16. Reference may be had to the judgment of the Supreme Court relied upon by the petitioner in the case of ***Badri Narain Jha and Ors. Vs. Rameshwar Dayal Singh & Ors. (supra)***. The facts of that case were that the village in question belonged to a family as their ancestral lakhraj. They had granted the entire village in mokarrari to a family. It was in these circumstances that the Supreme Court held as follows:-

“9. In our opinion, this appeal can be disposed of on a short point without taking into consideration the respective contentions of the parties raised before us or urged in the two courts below. The plaintiffs' case rests solely on the allegation of merger of the eight anna lakhraj interest of Bisheshwar Dayal Singh with his mokarrari interest to the same extent. It, however, seems to us that there was no scope for the application of the doctrine of merger to the facts disclosed by the plaintiffs in their plaint. If the lessor purchases the lessee's interest, the lease no doubt is extinguished as the same man cannot at the same time be both a landlord and a tenant, but there is no extinction of the lease if one of the several lessees purchases only a part of the lessor's interest. In such a case the leasehold and the reversion cannot be said to coincide..... An inter se partition of the mokarrari interest amongst the mokarraridars as alleged by the plaintiffs could not affect their liability qua the lessor for the payment of the whole rent, as several tenants of a tenancy in law constitute but a single tenant, and qua the landlord they constitute one person, each constituent part of which possesses certain common rights in the whole and is liable to discharge common obligation in its entirety. In the words of Lord Halsbury in *White v. Tyndall* 13 App. Cas. 263, the parties to whom a demise is made hold as a tenants in common but what they covenant to pay is one rent, not two rents and not each to pay half a rent but one rent. There is a privity of the estate between the tenant and the landlord in the whole of the leasehold and he is liable for all the covenants running with the land. In law, therefore, an inter se partition of the mokarrari interest could not affect the integrity of the lease and it could not be said that Bisheshwar Dayal Singh under the alleged partition became a mokarraridar under another contract of lease. Such partitions amongst several lessees inter se are usually made for convenience of enjoyment of the leasehold but they do not in any way affect the integrity of the tenancy or make each holder of an interest in it as a separate holder of a different tenancy. In the present case there was not even an allegation that the tenancy was served and the several tenancies came into existence as a result of the partition qua the landlord. Similarly the allegation of partition inter se among the several owners of

the lakhraj holding could not in any way affect the integrity of the lease in the absence of an allegation of a fresh contract between the split up owners of the holding and the different owners in the mokarrari interest. The lakhraj holding in the village still remains a single holding and it was not alleged that it was split up in different holdings. All owners of the lakhraj interest are jointly responsible for payment of the cess to Government and it was because of their default in payment of the cess that the whole lakhraj interest was sold in the certificate sale. In this situation none of the conditions necessary for the application of the doctrine of merger can be said to have been made out by the allegations made in the plaint. On the plaintiffs' own case the lease is still a live one in respect of the six anna interest of the defendant's first party and in these circumstances it is not possible to hold that it has become extinct to the extent of eight anna interest of Bisheshwar Dayal Singh in the absence of any allegation that any fresh contract, express or implied, was arrived at between the parties. The leasehold has not in any way been drowned in the reversion and both lakhraj and mokarrari interest are still intact.”

17. Hence, the Supreme Court held that the partitions among several lessees inter se made for enjoyment of the leasehold does not affect the integrity of the tenancy. Similarly, the partitions inter se among the lessors would not affect the integrity of the lease. This would be in the absence of any fresh contract between the split owners of the holdings and different lessees.

18. In the present case, it is admitted that the partnership was dissolved on 16.03.1999. The relevant portion of the deed of dissolution which deals with the present property reads as follows:

“2. The said partnership firm was lawful contractual tenant in the shop No. 26 Sunder Nagar Market on present rent @ Rs. 300.00 per month and as the tenancy is in the name of firm so both the parties mutually agree to use the shop for running the business

and pay the rent, electricity, water and other charges etc. in the ratio of 1:2 i.e. $\frac{1}{3}^{\text{rd}}$ by Mr. J.S. Nagi and $\frac{2}{3}^{\text{rd}}$ by Mr. Naresh Tolani.

3. That the parties have with mutual consent partitioned the shop in the tenancy of the first by erecting the wooden partition along the lines A and B in the Site Plan and of the sid shop annexed hereto as annexure "A" and which has also been signed by both the parties and shall be deemed to be a part of this DEED, so as to given about $\frac{2}{3}^{\text{rd}}$ portion of the shop premises to Mr. Naresh Tolani and $\frac{1}{3}^{\text{rd}}$ to Mr. J.S.Nagi. The portion which has fallen to the share of Mr.J.S.Nagi is shown in Blue colour and the portion which has fallen to the share of Mr. Naresh Tolani has been shown in Red colour in the Site Plan annexed as annexure "A" hereto. The toilet in the said shop has been shown in Yellow colour and the same is to be used in common between the parties. However, the existing door to the said toilet opens in the portion which has fallen to the share of Mr. Naresh Tolani and Mr.J.S. Nagi shall be free to open to the said toilet from his portion without causing any damage to Mr. Naresh Tolani's portion of the shop or to the toilet or the fittings and fixtures therein."

19. Hence, since 1999, the petitioner and the said Sh. Naresh Tolani have been utilizing the separate portion independently. As per Clause 2, they have become liable to pay rent separately.

20. It is also noteworthy that in the written statement filed in the earlier eviction petition by the erstwhile landlord Sh. Suraj Prakash Pahawa, the following pleas had been taken by the petitioner:-

"8. Regarding para 8 of the petition, it is correct that the entire ground floor of the property comprises of the tenancy premises. It is denied that the said ground floor comprised of one single room with the toilet in it. No site plan allegedly of the original allotment is attached to the petition and only one site plan has been filed alongwith the petition for eviction. It is denied that the

respondent No.1 has carried out any additions, alterations or constructions and/or damaged the property as alleged or otherwise or has altered the premises or against the permission of the landlord. The correctness of the alleged new site plan filed with the petition for eviction is denied. It is denied that the respondent No.1 has put up any brick wall partitioning the property. There have always been two shutters of the shop.

21. Reliance was placed on an earlier eviction petition which had been filed by the erstwhile owner under Section 14(1) (j) and (k) of the DRC Act where a plea had been taken by the erstwhile landlord that there were two rooms in the shop and the firm/tenants has removed the partition wall and has converted the front verandah and two rooms into one big shop and the courtyard has also been converted into one room. Relying upon this plea, it was stated by the petitioner there were two separate rooms with two separate shutters and there is no question of sub-letting.

22. The aforesaid facts i.e. the plea taken by the petitioner and the earlier written statement about there being two separate shops which have been merged into one and the fact that the dissolution deed of the firm dated 16.03.199 accepts the petitioner as a tenant of 1/3rd of the premises, and that he is liable to pay his share of 1/3rd rent is a clear indication of a separate arrangement being worked out between the petitioner and the landlord. In fact, it is the clear case of the respondent/landlord that they have accepted the terms and conditions of the said dissolution deed and that the petitioner has been paying his share of rent directly to the respondent.

23. Keeping in view the above facts, it is clear that the plea of the petitioner that the respondent is trying to spilt the tenancy and has filed an eviction petition for a part of the tenanted premises is incorrect and

misconceived. In view of the subsequent arrangement between the parties, the plea has no merits.

24. Even otherwise the submission of the petitioner that the eviction petition pertains to a part of the tenanted premises is misplaced in view of the fact that the other 2/3rd portion of the premises is occupied by the Mr.Naresh Tolani. There is obviously no conflict of interest between the erstwhile partner of the firm Mr. Naresh Tolani and the respondent. Hence, the plea that Mr.Naresh Tolani ought to have been impleaded as a party is a mere technical plea. Non-impleadment of the said Naresh Tolani causes no prejudice whatsoever to the petitioner as Mr.Tolani would support the case the respondent. Hence, there is no merit in the said plea of the petitioner.

25. In the above context reference may also be had to the judgment of this court in the case of ***Smt. Sangita Aggarwal & Anr. Vs. Sh. Virender Singh Rohtagi*** in CS(OS) 3721/1991 & 3722/1991 dated 28.08.2019, where this court held as follows:-

“11. The other ground of challenging the award by respondent is that the Arbitrator could not have divided the premises into two portions as done by him in respect of two properties of the firm. It is argued that law prohibits the division of the tenancy, without consent and knowledge of the landlord. I consider that this plea must fail. The landlord can take care of his rights. The Arbitrator was not deciding the rights of landlord. After the dissolution of the partnership firm, division of the tenanted portion between two partners does not violate law and if this gives right to the landlord to throw out the partners from the tenanted portion, the landlord can exercise his rights in accordance with law and can take care of his rights.”

26. Hence, factually the plea of the petitioner about the fact that the tenancy was not spilt is incorrect on the face of the record. Even otherwise, if

for a moment for the sake of argument, the above fact is ignored, the plea of the petitioner has no merit. It is settled legal position of law that a firm has no separate legal personality, it being a compendious name for the partners carrying on business of the firm. The partnership properties are not held by partners as co-owners. The properties belong to the firm and it merely vests in all the partners because the firm has no legal entity. The Bombay High Court in the case of *Nariman Aspandiar Irani vs. Adi Merwan Irani*, AIR 1989 Bom 362 held that partners hold a tenanted property as tenants in common. However in the present case, the partnership has been dissolved. After adjustments, the share of each partner in the surplus of the partnership assets has been distributed. Since 1999 the petitioner has been enjoying all the tenancy rights of 1/3rd of the tenanted property without any objection from the landlord. He is separately liable to be the rent. It is manifest that there is severance of status between the two partners.

27. Hence, it is manifest that on the dissolution of the firm, the partners partitioned the shop whereby 1/3rd portion went to the share of the petitioner. The petitioner has independent rights in the said tenancy.

28. As far as the other plea of the petitioner, namely, that this is a case of additional accommodation, there is a categorical averment of the respondent that they do not own any property in Delhi. Learned senior counsel for the petitioner has not been able to point out any property which is available to the respondent. This plea is without any basis. Regarding the plea about the subsequent events, it is manifest that the respondent have received possession of the first floor and second floor of the building. However, the same is a residential area and cannot be termed to be a suitable alternative

accommodation. That apart, the entry of the premises is from the rear side and not from the main market.

29. In this context reference may also be had to the judgment of the Supreme Court in *Anil Bajaj & Anr. vs. Vinod Ahuja*, AIR 2014 SC 2294. That was a case where the landlord owned several properties in the vicinity of the tenanted premises. However, the said landlord was running his shop from a shop which is 15 feet in width. The tenanted premises was facing the main road. In those facts the Supreme Court accepted the plea of the landlord and held as follows:-

6. In the present case it is clear that while the landlord (Appellant No. 1) is carrying on his business from a shop premise located in a narrow lane, the tenant is in occupation of the premises located on the main road which the landlord considers to be more suitable for his own business. The materials on record, in fact, disclose that the landlord had offered to the tenant the premises located in the narrow lane in exchange for the tenanted premises which offer was declined by the tenant. It is not the tenant's case that the landlord-Appellant No. 1 does not propose to utilize the tenanted premises from which eviction is sought for the purposes of his business. It is also not the tenant's case that the landlord proposes to rent out/keep vacant the tenanted premises after obtaining possession thereof or to use the same in any way inconsistent with the need of the landlord. What the tenant contends is that the landlord has several other shop houses from which he is carrying on different business and further that the landlord has other premises from where the business proposed from the tenanted premises can be effectively carried out. It would hardly require any reiteration of the settled principle of law that it is not for the tenant to dictate to the landlord as to how the property belonging to the landlord should be utilized by him for the purpose of his business. Also, the fact that the landlord is doing business from various other premises cannot foreclose his right to seek eviction from the tenanted premises so long as he intends to use the said tenanted premises for his own business.

The grounds on which leave to defend was sought by the tenant and has been granted by the High Court runs counter to the fundamental principles governing the right of a tenant to contest the claim of bonafide requirement of the suit premises by the landlord under the Delhi Rent Control Act, 1958. Even assuming the assertions made by the tenant to be correct, the same do not disclose any triable issue so as to entitle the tenant to grant of leave to defend.”

30. Hence, keeping in view the legal position, the respondent will certainly find the tenanted premises more useful keeping in mind the fact that it faces the main market as compared to the first floor which has an entry from service lane/rear.

31. There is accordingly no merit in the present petition. The same is dismissed.

**(JAYANT NATH)
JUDGE**

JULY 19, 2017/rb

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