IN THE HIGH COURT OF JUDICATURE AT PATNA

First Appeal No.346 of 2003

Mrs. Sushila Devi Singh, wife of Doctor Vidya Nand Singh, R/o E-102, Pres Vihar, New Delhi, at present residing at 8817 Old Dominator Driva MC Lean VA_22102 U.S.A. and by Nationality Indian………………..... ... Appellant

Versus

1. Mrs. Monia Sheel, Daugher of Dr. Rajeshwawr Prasad Tondon and wife of Mr. Vivek Sheel, R/o F-3, Harrington Court Harrington Road, Madras Pin code No. 600031
2. Mrs. Namita Tondon wife of Dr. Rakesh Khanna and daughter of Rajeshwar Prasad Tondon
3. Mrs. Veneeta Tondon daughter of Dr. Rajeshwar Prasad Tondon
4. Miss Dolly Tondon daughter of Dr. Rajeshwar Prasad Tondon

2 to 4 are the resident of 371 B, Ashok nagar Road No. 4B, Police Station Argora, Ranchi 834002.

5. Gangeshwari Devi @ Summa Devi, R/o vilalge- Suari, Post- Ratgarh,P.S.- Barhai, District- Bhojpur

... ... Respondents

Appearance :

For the Appellant	:	Mr. Chitranjan Sinha, Sr. Advocate Mr. Sunil Kumar Sharma, Advocate
For the Respondents	:	Mr. T. N. Matin, Sr. Advocate Mr. Khatim Raja, Advocate

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CORAM: HONOURABLE MR. JUSTICE JITENDRA MOHAN SHARMA

C.A.V. JUDGMENT

Date : 28-06-2018

The instant appeal has been preferred against the judgment dated 11.07.2003 and decree dated 24.07.2003 passed by Shri Bashisth Shukla, the then Subordinate Judge X, Patna in Title Suit No. 80 of 1996 whereby and whereunder the Suit was dismissed on contest but without cost and the defendant was directed to return the earnest money of Rs. 30,000/- together with compoundable interest at the rate of 8 % per annum to the plaintiff within one month, failing which the plaintiff shall be entitled to recover the same through the process of the Court. The plaintiff is the appellant and the defendants are the respondents 1 to 5. During pendency of this appeal, the respondent no. 1 died and his name has been expunged, further during pendency of the appeal, the respondent no. 1 sold the suit property to Gangeshwari Devi and then Gangeshwari Devi has been added as respondent no. 6.

2. The plaintiff filed the aforesaid Title Suit for a decree of specific performance of contract on the basis of an agreement for sale dated 04.03.1993 executed by Dr. Rajeswhar Prasad Tondon for and on behalf of his four daughters on the basis of power of attorney. The plaintiff has sought relief for a decree of specific performance of contract in respect of the suit property as described in Schedule 1 of the plaint in favour of the plaintiff and against the defendants, directing the defendants to jointly perform the part of their statutory obligation after receiving the remaining amount of consideration i.e. Rs. 21,70,000/- from the plaintiff within the time as fixed by the court, failing which the sale deed be executed in favour of the plaintiff through the process of the court and the plaintiff be put in possession of the suit premises.

3. As per the case of the plaintiff, the plaintiff entered into an agreement for sale of the suit property on 04.03.1993 with the defendant no. 1 in respect of the Schedule 1 property as the defendants no. 2 to 5 had given a power of attorney to defendant no. 1. The defendant no. 1 had purchased a piece of land having an area of 7.35 Kattha from Patliputra Co-operative House Construction Society Ltd. Patna through registered deed of sale dated 09.01.1970 out of his personal funds and constructed double storied house over the same. The defendant no. 1 gifted the said entire property in 4 parts through 4 registered deed of gift in the year 1983 and handed over the possession to the donees. The said flats were in occupation of the tenants namely, Dr. Vijay singh, Sri K. K. Verma, Mr. K. Prabhakar and Mr. D. K. Mishra one flat each. The defendant no. 1 executed an agreement for sale on 04.03.1993 in favour of the plaintiff with respect to the suit property for a total consideration of Rs. 22,00,000/- and received Rs. 30,000/- as an earnest money. The terms and condition of the said agreement for sale, as agreed in between the parties, were incorporated in the deed. One of the term was that the defendants will get the flats of the building in question vacated and cleared from the occupation of the tenants by the end of June, 1993 or earlier, however, it was added that the plaintiff shall have no objection to purchase the property in case the defendant no. 1 inspite of his best efforts did not evict Dr. Vijay Singh, one of the tenant, by June, as against him Eviction Case No. 14 of 1987 was going on and the plaintiff by way of purchaser shall take over the case and continue all the legal remedies to evict Dr. Vijay Singh. As per deed, in the event of clear and vacant possession was not granted by June 1993, the plaintiff shall have the sole discretion to extend any time or demand full refund of his entire earnest money but in any case defendant No. 1 was required to evict the rest three tenants. The plaintiff remained always ready and willing to purchase the said property by making payment of remaining consideration amount and to get the sale-deed executed and for that the plaintiff approached the defendants through representative several times and also got the notices sent through the Lawyer. The defendant no. 1 gave reply to the notice dated 06.09.1993 through his advocate, having mala-fide intention, alleging that the agreement was executed under duress and the plaintiff would not arrange the money to get the sale-deed executed and registered and as such the defendant no. 1 is not obliged to execute the sale-deed and the defendant no. 1 sent bank draft of Rs. 30 thousand with the said reply notice and wanted to retract from the said agreement for sale. The defendant no. 1 having full knowledge that the plaintiff resides at USA, he sent the reply notice to the plaintiff’s advocate. The plaintiff came to India in February 1995, and, then she became acquainted and subsequently she sent a notice on 26.04.1995 stating that she in exercise of her option is extending time of the agreement because the defendants have failed to get the tenants evicted within stipulated time and she expressed her willingness and readiness to get the sale-deed executed and bank draft of Rs. 30,000/-she sent back to the defendant no. 1. As per the agreement, time is not the essences of the contract, the defendant no. 1 asked the plaintiff to pay higher price of consideration for which the plaintiff was not ready, the defendant no. 1 was looking for another purchaser in contravention of the terms as agreed between the parties which necessitated the plaintiff to file the suit.

4. The defendants filed the written statement alleging that the agreement for sale which is claimed to be the basis of the suit is non-existent and not enforceable and therefore the plaintiff is not legally entitled to claim a decree for specific performance of alleged agreement, because the alleged agreement being contingent one is not enforceable in law. The said agreement for sale is not legal and valid inasmuch as all the defendants are not the signatories. The plaintiff has agreed to purchase the suit property for Rs. 22,00,000/- on the assurance and commitment that she would purchase the property on as it is basis and the deed of sale would be executed and registered in her favour by the end of June 1993, believing the representation made by the plaintiff, the defendant no. 1 executed the agreement in favour of the plaintiff on 04.03.1993. The draft of agreement was prepared on the instruction of the plaintiff who against the terms of the agreement mutually settled in between the plaintiff and defendant no. 1, got the clause inserted that all the persons in occupation of the different flats and other structures shall vacate the flat or premises by the end of June 1993 or earlier and clear vacant possession shall be given to the plaintiff. Further without the knowledge and consent of the defendants, the plaintiff got another clause mentioned in the agreement that the plaintiff shall have no objection to purchase the property, in case, the defendant in spite of his best efforts in eviction suit no. 14 of 1987 are unable to vacate Dr. Vijay Singh by 30th June, 1993 and the plaintiff shall have right to extend time for execution and the registration of the deed of sale. These clauses were purposely incorporated with mala fide intention. The plaintiff has paid meager sum of Rs. 30,000/- by way of earnest money and tried to prolong the matter. The defendant no. 1 requested the plaintiff several times to arrange the balance consideration amount and get the sale-deed executed and registered but the plaintiff did not express her readiness and willingness to purchase the property on account of paucity of funds and evaded the execution and registration of the sale deed.

The plaintiff with mala fide intention sent a notice dated 11.06.1993 through her advocate mentioning absolutely incorrect fact of which a suitable reply was made by defendant to her Advocate on 12.07.1993 expressing and making it clear that the defendant was all along ready and willing and still willing and ready to execute the sale-deed in favour of the plaintiff provided that the plaintiff pays the balance consideration amount of Rs. 21,70000 /- and requested the plaintiff to get the sale-deed executed and registered within one month from the date of reply of the notice, failing which agreement dated 04.03.1993 would stand terminated and the earnest advance money of Rs. 30,000/- will be refunded without any further reference. The said reply, notice was duly received by the Advocate for the plaintiff but when no reply to the said reply notice was given, then the defendant no. 1 thorough his Advocate gave a letter dated 06.09.1993 and refunded the amount of advance of Rs. 30,000/- through bank draft which was duly received by the Advocate for the plaintiff. Thus, after receiving the said amount, the plaintiff is estopped from claiming any benefit under the agreement dated 04.03.1993. It is further stated that the plaintiff was never ready and willing to pay the consideration amount after execution of agreement, the defendant no. 1 gave notice to all the tenants in occupation of different flats and one of them namely Mr. Prabhakar vacated the flat in his occupation but the eviction of other flats was beyond the competence of defendant no. 1 to get the flats of two tenants namely Mr. Mishra and Mr. Verma. vacated and hence, defendant no. 1 would not be held liable if the flats were not vacated by the tenants. Despite having given notice dated 12.07.1993, the plaintiff remained silent for about two and half years and did not show her readiness nor replied to the notice dated 12.07.1993. The draft of Rs. 30,000/- was sent by the defendant no. 1 on 06.09.1993 after cancelling the agreement for sale and as such the plaintiff is estopped from taking any benefit under the said agreement. It is claimed by the defendants that the suit is liable to be dismissed with cost.

5. Learned court below on the basis of the pleadings of the parties framed the following issues:

(I) Is the suit as framed maintainable ?

(II) Has the plaintiff valid cause of action for the suit ?

(III) Is the suit barred by law of limitation ?

(IV) Is the suit barred by principle of waiver, estopple and acquiescence ?

(V) Is the suit barred under the provisions of Sections 16 and 20 of the Specific Relief Act, 1963 ?

(VI) Is the agreement is a contingent agreement and is liable to be enforced ?

(VII) Is the plaintiff entitled to a decree in respect of the suit property ?

(VIII) To what other relief or reliefs the plaintiff is entitled for ?

6. Learned Sub-judge took up the issues no. v and vi at first and came to the conclusion that the agreement to sale dated 04.03.1993, executed in between the plaintiff and defendants, contains contingency, therefore, the agreement amounting to contingent contract is not enforceable in law and accordingly, decided the issue no. v and vi against the plaintiff and in favour of the defendants. Issue no. I was decided in favour of the plaintiff whereas issue no. II was decided against the plaintiff. Issues no. III and IV were not pressed and accordingly, the suit was dismissed on contest but without cost and the defendants were directed to return the earnest money of Rs. 30,000/- with compoundable interest at the rate of 8 % per annum.

7. The appellant being aggrieved and dis-satisfied with the said judgment and decree, preferred this appeal challenging the maintainability of the same. Learned Senior Counsel Mr. Chitranjan Sinha, arguing in this appeal, has submitted that after the said agreement dated 04.03.1993, the appellant's remaind always ready and willing to purchase the said property by making all remaining consideration amount of Rs. 21,70,000/- and to get the sale deed executed and for that she approached the respondent no. 1 through her representatives number of times but in vain. The respondent no. 1 neither obtained permission to sale from Patliputra Co-operative House Construction Society Private Limited nor obtained income-tax clearness certificate and this fact has been admitted by the respondent no. 1 vide paragraph 18 of D.W. 1 (on commission) and as such the respondents did not act as per the terms of the agreement. The terms of the agreement is binding on the respondents. So far as ready money is concerned, it was available and specially kept in joint account of the appellant and husband and about 5,00,000 US dollar was available in that account, vide Ext.-3, which was much more than the consideration amount. D.W.-1 (on Commission) has further admitted that he never made any correspondence on the American address of the plaintiff. The suit has been filed within the period of limitation. The plea of contingent contract has no leg to stand. The respondent no. 1 during cross-examination has admitted that the amount of draft which was returned to him has been credited in his account and as such the facts admitted need not to be proved. It is manifest that the respondents have failed to perform their part of contract and the plea of contingent contract is not sustainable in the eye of law and as such the judgment and decree are fit to be set aside. The rullings cited by the respondents during course of arguments are not at all applicable in the facts and circumstances of the case. Time was not the essence of the contract and the respondent no. 1 during pendency of this appeal sold the suit property to respondent no. 6 by registered sale deed dated 12.07.2010 for consideration of Rs. 28,25,000/- and as such the price of the property has not been escalated as argued on behalf of the respondent. Execution of sale deed in favor of respondent no. 6 by respondent no. 1 is illegal and void as respondent no. 1 has already executed four deeds of gifts in favor of his four daughters. Learned Court below has wrongly dismissed the suit mainly on the ground that since the contract was contingent one, it was non est in the eye of law. Learned Court below did not go in the question regarding readiness and willingness on the part of the plaintiff which is evident from page 12 of judgment and paragraph 22. The argument advanced by learned senior counsel for the respondents that power of attorney holder can neither maintain the suit nor can he depose on behalf of principal and judgments cited are not applicable in the present facts of the case. The suit filed by the attorney for the plaintiff is maintainable and he has got every right to depose also vide the judgment reported in **AIR 1971 page 761** in the case of **Jugraj Singh and another versus Jashwant Singh and others**. The power of attorney was executed in America by the appellant and it was endorsed by the Notary public to the effect that Mrs. Sushila Devi Singh has acknowledged the same before me. Section 4 of the Notary Act is altogether different. The contract is not contingent and the learned trial court has wrongly held the same as contingent. It was never a condition that only on vacation of the flats the deed will be executed. Reliance placed on **AIR 2015 Supreme Court 3796** in the case of **Nandkishore Lalbhai Mehta versus New Era Fabrics Private Limited and others** is distinguishable on fact. Paragraph 2 of that judgment will clearly clarify that in that case a condition was put on fulfillment of which deed would be executed. No such condition was in the present case. Moreover, certain conditions, as per terms of the agreement, have to be complied with by the defendants, which were not complied with. Reliance can be placed upon a judgment reported in **(1993) 1 Supreme Court cases 519** in the case of **Chand Rani versus Kamal Rani**. In that case a sum of Rs 98,000/- was to be paid to the defendant and only thereafter, the deed was to be executed. That was not done and thereafter the Court held that there was no readiness and willingness on the part of the plaintiff. This is not the case here. Further reliance has been placed upon a judgment reported in **(2011) 1 Supreme Court Cases 429** in the case of **J.P. Builders and another versus A. Ramadas Rao and another** which says that merely because contract rests on settlement of loan and however title deeds of the plaintiff from the banks are not impossible events and as such contracts are not contingent contracts. Further reliance placed upon **AIR 1988 Punjab and Haryana 60** in the case of **Harbakhsh Singh Gill and others versus Ram Ratan and another** is also not applicable. The argument advanced on behalf of respondents that Section 20 of the Specific Relief Act is discretionary. There is no dispute about position in law. But discretion must be exercised on the basis of facts and circumstances of the case. Here, the consideration amount was Rs. 22,00,000/- in the year 1993 and in the year 2010 the suit property was sold of Rs. 28,25,000/-, therefore, rise in price would not be a ground to refuge the relief to grant a decree of Specific Performance. Further reliance placed upon a judgment reported in **(2009) 10 Supreme Court Case, 223** in the case of **F.G.P. limited versus Saleh Hooseini Doctor and another** is also distinguishable as it appears from paragraph 3 of the judgment itself that suit for Specific Performance of Contract was still pending when the matter was being considered by the Supreme Court. It has been vehemently argued that the judgment and decree passed by the learned Court below is illegal and as such are fit to be set aside and the appeal be allowed.

8. On the other hand, learned Senior counsel for the respondents Mr. T.N. Matin arguing in this appeal has submitted that on the reading of the agreement (exhibit-1) at paragraph (g), categorically shows that the agreement was a contingent agreement further the extension of time period for execution of sale deed was loaded in favor of the plaintiff. Which is strictly barred under Section 16(1) of the contract Act. Section 31 of the contract Act defines contingent contract which is as follows:-

"**Contingent contract" defined. -** A "contingent contract" is a contract to do or not to do something, if some event, collateral to such contract, does or does not happen".

Section 32 of contract Act is as follows:-

"**Enforcement of contracts contingent on an event happening-**Contingent contracts to do or not to do anything if an uncertain future event happens cannot be enforced by law unless and until that event has happened. If the event becomes impossible, such contracts become void."

9. Reliance can be placed upon a judgment reported in (**(2011) 1 Supreme Court Cases 429** (paragraph 46) (***Supra***) and **AIR 1988 Punjab and Haryana 60** (paragraph 5 and 6)

(***Supra***). The learned Court below after considering the facts and evidences available on the record has rightly come to the conclusion that the agreement in question contents contingency and the contract is a contingent contract. Further, as per Section 16 of the Indian Contract Act, a contract is said to be induced by undue influence where the relations subsisting between the parties are such that one of the parties is in a position to dominate the will of the other and uses that position to obtain an unfair advantage over the other. Further Section 20 (2) (a) of the Specific Relief Act is as follows:

> "(2) The following are the case in which the Court may properly exercise discretion not to decree specific performance-
>
> (a) Where the terms of the contract or the conduct of the parties at the time of entering into the contract or the other circumstances under which the contract was entered into are such that the contract, though not voidable, gives the plaintiff an unfair advantage over the defendant;"

10. The agreement for sale (Ext. 1) (paragraph g) clearly specifies that on the flats being vacated be purchased by the plaintiff. Hence, the agreement depended upon certain future event which was beyond the control of the defendants as the defendant no. 1 could not legally take any step for vacating a duly inducted tenant under Bihar Building Control Act unless the conduct or action of the tenant is found fault with under Section 11 of the Bihar Building Control Act 1982. Further the agreement was executed as the defendant was in urgent need of money but the extension of time clause in favour of the plaintiff frustrated the cause of agreement itself. The plaintiff took no action as she was not ready to pay without eviction of tenants, therefore, the defendants was constrained to cancel the contract and returned the earnest money of Rs. 30,000/- through bank draft. Therefore, in this case the time is the essence of the contract. The defendants took all steps towards vacation of the flats and one of the tenant vacated the flat. The plaintiff remained silent for 2 and ½ years after receiving notice dated 06.09.1993 and draft. Even as per the plaintiff's case, the return of the draft of Rs. 30,000/- was done after 2 and ½ years and therefore, as per the conduct of the plaintiff, no equitable relief can be granted to the plaintiff. The suit has been filed by alleged power of attorney holder. The power of attorney (Ext. 4) has not been notarise through Consular General as per Section 4 of Notaries Act. The power of Attorney holder has adduced evidence as PW 6 relating to readiness and willingness which he is not competent for the reasons that power of attorney was issued in his favour on 28.02.1996 therefore, he is estopped from adducing any evidence relating to any matter of contract prior to 28.02.1996. Further he was not competent to adduce evidence on the point of readiness and willingness on behalf of Principal. Reliance can be placed upon a judgment reported in **2013 (3) PLJR (SC) 19** in the case of **S. Kesari Hanuman Goud Vs. Anjum Jehan & Ors**. (para 13) and further reliance has been placed on the judgment reported in **(2010) 10 Supeme Court Cases 512** in the case of **Man Kunwar Vs. Hartar Singh Sangha**. In this case the principal has not been examined and therefore, the question of readiness and willingness has not been proved at all which is sine quo non in a case of Specific Performance of Contract. Further adverse inference must be drawn as the plaintiff has not been examined. Agreement shows that the defendant was in urgent need of money and the plaintiff did not show her readiness and willingness even after receipt of notice dated 06.09.1993 and after 2 and ½ years she awoke and sent notice and returned the draft. The plaintiff should be ready with the consideration money till the filing of the suit. Here, the plaintiff has shown that she was ready with money through bank statement till December 1993, whereas the suit itself was filed in the year 1996. Reliance can be placed upon a judgment reported in **AIR 1995 Supreme Court 945** in the case of **Jugraj Singh an another v. Labh Singh and others** (paragraph 3). The learned court below has rightly dismissed the suit. The contract itself is a contingent contract and the event which was to happen would not happen therefore, the contract would not be enforced by law. The conduct of the plaintiff clearly shows that she was not willing to perform her part of contract until and unless clear vacant possession be given which was beyond the competence of defendant no. 1 (since deceased). According to learned counsel for the respondents there is no merit in this appeal and the same is fit to be dismissed.

11. On the basis of rival contentions of the parties, following points are for consideration:-

(I) Whether the agreement in question is contingent, (ii) whether the plaintiff has shown her readiness and willingness to perform the part of contract and (iii) whether the judgment and decree passed by the learned court below are sustainable in the eye of law ?

FINDINGS

12. Point No. (I) :- Title Suit No. 80 of 1996 in question was filed by Mr. Dhananjaya Kumar Singh holding power of Attorney on behalf of plaintiff and during trial the plaintiff has not been examined rather the power of Attorney holder Mr. Dhananjaya Kumar Singh has been examined as P.W.-6. Ext.-1 is the deed of agreement to sale dated 04.03.1993. Ext.-1 contains clause (G) which speaks of that all the persons in occupation of different flats and other structure shall vacate the flats and premises by the end of June,1993 or earlier and a clear vacant possession shall be given to the purchaser. The plaintiff has warranted clear and vacant possession of the suit premises, save and except the flat occupied by Dr. Vijay Singh for which an Eviction Suit No. 14 of 1987 was being persued by the defendants. Thus, from reading of clause (G) of Ext.-1 it is manifest that it contains contingency and it is well settled that contingent contract is void. Eviction of the flats was not under the control of the defendants though after Ext.-1, the defendants succeeded in getting one flat evicted but the defendant no. 1 did not succeed in getting the rest 2 flats evicted besides the one flat occupied by Dr. Vijay Singh for which eviction suit since 1987 was going on. From Ext.-6, the Commissioner's report, it is proved that one flat was got vacated. Thus, the contract depends upon an uncertain future event which may or may not happen. Reliance placed by learned Court below upon the judgment reported in **(1993) Supreme Court case page 519** (***supra***) is fully applicable in the facts and circumstances of the present case. From Ext. 2 and 2/A it is manifest that the plaintiff was not ready to pay the balance consideration amount and to get the sale deed executed unless the flats are evicted by the tenant except Dr. Vijay Singh. In this context judgment reported in **AIR 1988 Punjab Page 60 (*Supra*)** (Paragraph 5 and 6) is also applicable in the facts and circumstance of the present case further the judgment reported in **AIR 2015 Supreme Court 3796** (***Supra***) is also fully applicable in the facts and circumstance of the present case. The argument advanced by the learned Senior Counsel for the appellant that the plaintiff was always ready and willing to perform her part of contract has got no leg to stand. From the evidences available on the record it is manifest that earlier the plaintiff was not ready to get the sale deed executed without getting the flats vacated by the 3 tenants except one flat occupied by Dr. Vijay Singh and therefore, the notice was necessitated upon the defendant to get the flat vacated. The learned Court below after appreciating the facts and evidences has rightly come to the conclusion that the agreement to sale dated 04.03.1993 executed in between plaintiff and defendants contains contingency therefore, the agreement amounting to contingent contract is not enforceable in law. I am in agreement with the finding of the learned Court below. Thus, point no. I is decided against the appellant and in in favor of the respondents.

13. **<u>Point No. (ii)</u>** :- In this case, the plaintiff has not been examined during trial rather on her behalf PW 6 has been examined. On behalf of plaintiff Ext. 3, the statement of bank account, has been brought on record to show that the plaintiff was ready with the money and there was sufficient amount in the bank account. From Ext. 3 it reveals that the amount was in the bank account and this is till December, 1993 whereas the suit has been filed in the year 1996. It is well settled that the plaintiff should be ready with the consideration amount till the hearing of the suit but here, the plaintiff has shown that she is ready with money till December, 1993 only and not till hearing of the suit or at least filing of the suit. The judgment reported in **AIR 1995 page 945** (para 3) (***Supra***) is fully applicable in the present case. Thus, the plaintiff has not been able to prove that she was ready with the money all along and, as such, the plaintiff has failed to prove that she was ready and willing to perform her part of contract. Accordingly, point no. ii is also decided against the appellant and in favour of the respondents.

14. **<u>Point No. iii</u>** :- The learned court below after appreciating the facts and evidences available on record has rightly decided the issues involved in the suit. Learned Senior Counsel for the appellant has not succeeded to convince me that the judgment and decree passed by the learned court below are not sustainable. The learned court below has rightly decided the issues and findings given by the learned court below are quite correct and proper and there is no need of any interference by this Court. Thus, it is held that the judgment and decree passed by the learned court below are fit to be maintained. Accordingly, this point is also decided against the appellant and in favour of the respondents.

15. In the result, finding no merit in this appeal, the same is hereby dismissed but under the circumstances without costs.

(Jitendra Mohan Sharma, J)

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CAV DATE	20.06.2018
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