

Development Agreement produced by the Plaintiff was different from the Development Agreement produced by the Defendant and which has been marked by the Trial Court. He, therefore, submitted that the Development Agreement produced by the Plaintiff also ought to be marked as an exhibit which the Trial Court failed to do, and hence the present Writ Petition.

3 I am not impressed with this agreement. Section 105 of the Code of Civil Procedure, 1908 clearly stipulates that where a decree is appealed from, any error, defect or irregularity in any order, affecting the decision of the case, may be set forth as a ground of objection in the Memorandum of Appeal. In other words, if the Plaintiff suffers a decree or fails to get relief which he has prayed for, or any part thereof, whilst he challenges such an order or decree, the Plaintiff can always challenge the order impugned herein. This being the case, I do not think that this is a fit case where I ought to exercise my jurisdiction under Article 227 of the Constitution of India. The Writ Petition is accordingly dismissed. However, there shall be no order as to costs.

(B.P.COLABAWALLA, J.)