

HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF ANDHRA PRADESH

*THE HONOURABLE Dr.JUSTICE B.SIVA SANKARA RAO

+ Civil Revision Petition No.2166 and 2176 of 2016

%25.01.2018

#Between:

Kovelamudi Hymavathi @Vanajakshi, ...Petitioner

AND

Mannem Lakshmi Sarojini @Sarojinamma
and three others ... Respondents

!Counsel for the petitioner : V.S.R Anjaneyulu,

Counsel for the respondents
1 to R.3 : Sri O.Manohar Reddy
None for R.4

<Gist :

>Head Note:

? Cases referred:

- 1 2003(2)-ALD-638
- 2 AIR-1972-AP-373
- 3 2003(2)ALD-640
- 4 AIR-1933-Madras-117
- 5 AIR-1960-AP-155
- 6 AIR-1977-AP-348
- 7 AIR-1937-Madras-763
- 8 AIR-1974-AP-83
- 9 (2014) 1 ALT 577
- 10 (2014) 1 ALD 491
- 11 (1999)6 ALD 160
- 12 (1999) 5 SCC 725
- 13 (2016) 3 ALD 235
- 14 (2012) 6 ALD 505=6 ALT 271
- 15 (2016) 3 ALD 343
- 16 (2006) 11 SCC 331
- 17 (2003) 8 SCC 752
- 18 (1996) 1 ALT 917
- 19 (2004) 3 ALD 187
- 20 AIR (1961) 1655 DB
- 21 AIR 1969 SC 1238
- 22 (2001) SC 1158

THE HONOURABLE Dr. JUSTICE B. SIVA SANKARA RAO

C.R.P.Nos.2166 and 2176 of 2016

COMMON ORDER :

The revision petitioner in both the revisions is the plaintiff in O.S.No.35 of 2013 on the file of the XVI Addl.District Judge, Nandigama, filed against the revision respondents 1 to 4-D.1 to D.4.

2. During pendency of the suit, the plaintiff filed I.A.No.1014 of 2015 U/ O.XIII Rule 8 of CPC seeking to send agreement of sale dt.10.03.1997(Ex.B.1) to the District Registrar for impounding with the averments in the affidavit that the defendants bent upon said fabricated document as if executed by the plaintiff and D.1 in favour of D.2 and possession also was delivered. At the time of enquiry in interlocutory application, the Court was pleased to reject marking said document, but in the absence of her counsel through D.W.1 on collecting Rs.100/- only as penalty, the document was marked.

3. On the other hand, the respondents 1 to 4/ D.1 to 4 filed counter denying the averments in the affidavit of the plaintiff and stated that the Court after scrutiny only marked the document after collecting penalty and stamp duty in evidence through D.W.1. The learned counsel for the plaintiff did not raise any objection and proceed to cross-examine P.W.1. When once a document is received and duly admitted in evidence, it cannot be questioned with regard to its admissibility at a later stage of the suit as per

Section 36 of the Indian Stamp Act, on the ground of insufficient stamping. It may be raised in Appellate or Revisional Court as per Section 61 of the Stamp Act only.

4. After hearing both sides, the trial Court by order dt.22.03.2016 dismissed the petition holding that under said document, no possession of the property was delivered and as such the Court impounded duly by collecting stamp duty of Rs.100/- with penalty of Rs.1,000/- total of Rs.1,100/- and thereby again sending same to the District Registrar for impounding does not arise.

5. Impugning the same, the plaintiff preferred the CRP No.2176 of 2016 seeking to set aside the order of the trial Court by allowing the revision.

6. The plaintiff filed another petition in I.A.No.1015 of 2015 u/ sec.45 of the Indian Evidence Act, seeking to send the Ex.B.1-agreement of sale, dt.10.03.1997 to the handwriting expert along with the admitted signatures of the plaintiff with the averments that said agreement is a created one by forging her signature and same is required to be sent to a handwriting expert along with admitted signatures on record and also by taking specimen signatures in open Court if necessary, for an expert opinion for proper adjudication on its genuineness.

7. This application also, after hearing both sides, by order dt.22.03.2016 dismissed by the trial Court holding that at one breath by filing I.A.No.1014 of 2015, the plaintiff sought to send

the document for impounding without questioning the genuinity but in the present application questioning the genuinity of the document. Record reveals that there is a specific plea in the written statement about the document, but there was no rejoinder from the side of plaintiff. Though the document is marked through D.W.1 absolutely there is no suggestion to her by the counsel for the plaintiff that Ex.B.1 is a created document and the signatures of the plaintiff are forged. However, the suit is filed for partition of the schedule property, the defence taken by the defendants is that the schedule property is already orally partitioned even prior to filing of the suit. The issue involved in the suit is whether there was any previous partition as contended by the defendants or the property is liable to be partitioned as contended by the petitioner/ plaintiff. The document Ex.B.1 is only an incidental and ancillary one to the main issue. For said reasons, this petition is also dismissed.

8. Impugning the same also, the plaintiff preferred the C.R.P.No.2166 of 2016 seeking to set aside the order of the trial Court by allowing the revision.

9. The contentions in the grounds of the two revisions vis-a-vis oral submissions of the learned counsel for the plaintiff/ revision petitioner respectively are that the impugned orders of the Court below are contrary to law, weight of evidence and probabilities of the case and by ill-appreciation of the facts and law in mechanically dismissing and prayers in both the petitions are

different supported by averments common in the affidavits, one for collection of stamp duty of the document impounded behind the back of the plaintiff insufficiently and it is the duty of the Court to collect proper stamp duty and it is not a case of no objection taken in the proceedings while marking in the absence and further orders sending of the document to the Expert concerned for every written statement plea, there is no rejoinder contemplated and what is set up in the defence and evidence can be established by test of cross-examination and once the Ex.B.1 is contended as forged one irrespective of the document marked for ancillary purpose or otherwise, once the party wants to rely and it is not duly stamped it is to be duly impounded by collection of stamp duty and penalty and once contended as forged one and when the Court is not an Expert to take the ordeal of comparison, it has to consider sending of the document to hand writing Expert. Hence to allow the revisions.

10. Whereas, it is the contention of the learned counsel for the respondents/ defendants in both the revisions that the orders of the lower Court are well considered and supported by reasons and for this Court while sitting in revisions respectively, there is nothing to interfere with the impugned reasoned orders and sought for dismissal of the revisions.

11. The very specific case of the petitioner/ plaintiff is that even at interlocutory stage while chosen to mark the document, objection was raised of not duly stamped and without impounding

and payment of stamp duty with penalty if any the document cannot be marked however, during trial in the absence of plaintiff once the document was marked by collection of stamp duty with penalty in showing as if it is liable for stamp duty of Rs.100/- as if a non-possessory agreement and once it is a possessory agreement from the recitals, it requires to be impounded duly and not insufficiently.

12. A perusal of the affidavit in chief of D.W.1, dt.07.04.2015 wherein the sale agreement Ex.B.1 referred dt.10.03.1997 at para-7 in respect of item No.1 of the plaint schedule property as D.W.1/D.1 and plaintiff as if sold under it to D.2 for consideration. It also refers to the endorsement on the back of the sale agreement, dt.11.05.1997. The endorsements speak about the delivery of possession of the property to the D.2. It further speaks D.2 removed the thatched hut and constructed building therein in saying consequently the plaintiff has no share in item No.1 of the schedule property. The defendant also set up oral partition and sale of the share to D.1. From the very chief examination, it is crystal clear about the sale agreement endorsement with part payment coupled with recital of delivery of possession. In the cross-examination of P.W.1, in this regard done subsequently and not on the date of chief affidavit and marking of documents, particularly at last but one page, it is clearly suggested of no Ex.B.1 is a forged one and there is no recital of alleged oral partition either in Ex.B.1 or in Ex.B.10. It is also suggested of any amount received in the so called agreement and it is a collusive

document. The D.2 filed chief affidavit as D.W.2 and para-6 of his chief affidavit also refers to said sale agreement and the payment endorsement with delivery of possession thereof.

13. Leave the above even, from a bare perusal of the sale agreement, it is no doubt a non-possessory sale agreement dt.10.03.1997 however the part payment endorsement dt.11.05.1997 speaks of possession delivered pursuant to the sale agreement. The recital in the sale agreement endorsement regarding delivery of possession itself is liable for stamp duty as conveyance and not mere non-possessory agreement. So far as that endorsement concerned even the same is not chosen to exhibit once the document of sale agreement is running in two sheets and which on the back side of the first page the payment and delivery endorsement is made and that is liable for stamp duty as possessory sale agreement-cum-conveyance to charge, the impounding of the agreement by the trial Court as if non-possessory by not considering the endorsement dated 11.05.1997, on the agreement dated 10.03.1997 of the endorsement speaks about the delivery of possession to construe as possessory sale agreement within the meaning of conveyance under Schedule-1A and Article 47-A of the Stamp Act, is per se unsustainable as Court could have been impounded the entire document of original non-possessory agreement and the later part payment-cum-evidencing of delivery of possession together, for not justified on facts above and under law to split up and impound a part by ignoring the other part.

14. In this regard coming to legal position, in *Rachakonda vs. Manohar fuel centre*¹ it was held while considering the scope of Sections-33&35 of the Indian Stamp Act and Section-49 of the Indian Registration Act, by following the decision reported in *Sanjeeva Reddi vs. Johanputra Reddi*² that for an unstamped document, there is a total bar for its admission and *no part of the document, be it-a single sentence or a word or a signature can be admitted*, hence it cannot be admitted even for any collateral or other purposes unless stamp duty is levied and paid; whereas an unregistered document once duly stamped or stamp duty and penalty is paid, even though u/s 17 of the Indian Registration Act, it is compulsorily registerable one, for collateral purpose or such other purposes specified in Section-49 r/w 17 of the Registration Act, it can be admitted and looked into.

15. In so far as sufficiency of stamp duty concerned, in *Jannuchenderbabu vs. Manchikatla*³—it was categorically held that a non-possessory sale agreement followed by endorsement on it or by separate letter evidencing delivery of possession, comes under Article-47-A of Schedule-1-A of the stamp Act which is liable for stamp duty as sale deed/ conveyance, to impound with penalty as the *Explanation to Article-47-A says that* - an agreement to sell followed by or evidencing delivery of possession of property agreed to be sold shall be chargeable as sale.

¹ 2003(2)-ALD-638

² AIR-1972-AP-373

³ 2003(2)ALD-640

16. Or.13 R.8 CPC speaks about impounding of any document or instrument liable for stamp duty. Order XIII Rule-5, 7,9,11 & Rule 7(2) of A.P. amendment, Order XI Rules 6 to 16, Order XII Rule 2, 2(a) & 8 CPC,& Rules 117 to 133 of Civil Rules of Practice(Chapter-X) deals with Documents, Search, Admission and Inspection etc.

17. In Alapati Achutaramanna Vs. Vasireddi Jagannadham⁴ it was held that in spite of waiver of objection on stamp duty or waiver of objection on admission regarding proof under Section-58 of the Evidence Act, the instrument not duly stamped cannot be allowed to be admitted by Court, Since the Stamp Act is a fiscal legislation to secure revenue.

18. As per Section-36 of the Indian Stamp Act, once the Court applied its mind and admitted a document, it cannot be open to raise later any objection regarding stamp duty and it cannot be prevented from being acted upon in that proceedings for once admitted. The only exception to it is Section-61 of the Action, the power of the Appellate Court etc. either suo-motu or on Collector's application to determine and collect proper stamp duty to protect revenue. See Sreerama Varaprasada Rice Mills Vs. Takurdas topandas⁵. In Mattegunta Dhanalakshmi Vs. Kantam Raju Saradamba⁶-it was held that admission of an insufficiently stamped document can be called in question under Section-61 of the Act, only for payment of deficit stamp duty. See

⁴ AIR-1933-Madras-117

⁵ AIR-1960-AP-155

⁶ AIR-1977-AP-348

also Chunduri Panakala Rao Vs. Penugonda Kumara swamy⁷ and Inspector General of Registration and Stamps A.P. Vs. Additional Chief Judge, City Civil Court, Hyderabad⁸-.

19. In this case on hand, once the document speaks so also the evidence of D.W.1 and D.W.2 supra of the sale agreement's back side endorsement speaks of delivery of possession, as per the Jannuchenderbabu supra, it is liable for stamp duty as a conveyance. It is not a case of Court marked the document in the presence and on hearing or with consent of the other side without objection for requirement of stamp duty even to say once marked, there is a deemed waiver and not open to raise objection later to impound. In fact as part of the duty of the Court once chosen to exercise, it has to exercise properly and if at all improperly exercised, the act of the Court shall prejudice in man unless sanctioned by law to confer order to confer undue benefit to anybody, based on the maxim '*Actus curiae Neminem Gravabit*', so that it is also duty of the Court to rectify its own mistake, once it is brought to its notice pointed out said mistake committed by it. Here without considering the same, the dismissal of the application by the lower Court is not at all sustainable.

20. In this regard, coming to the other expressions in Boggavarapu Narasimhulu Vs. Sriram Ramanaiah⁹, it was observed particularly at para-5 of even though document is marked as exhibit, aggrieved party is not precluded from raising objection

⁷ AIR-1937-Madras-763

⁸ AIR-1974-AP-83

⁹ (2014) 1 ALT 577

on admissibility at a later stage or even in appeal or revision, if the matter of objection relates to substantive law such as registration and stamp duty referring to Order XIII Rules 3 and 6 of CPC. Coming to other decision in Vanapalli Jayalaxmi @ Venkata Jayalaxmi Vs. Annem Kondal Rao¹⁰, it was observed that endorsement on the non-possessory sale agreement regarding delivery of possession as per Explanation-1 of Article 47-A of Stamp Act by referring to earlier decision of the Division Bench of this Court in B. Ratnamala Vs. G. Rudramma¹¹ and another expression of Apex Court in Veena Kasmukh Jain Vs. State of Maharashtra¹² in saying non-possessory sale agreement can be received in evidence ignoring the endorsement regarding possession is untenable for the bar is totally absolute to admit such document not duly stamped or insufficiently stamped u/sec. 35 of the Stamp Act. No doubt in those facts there was objection raised for marking and the trial Court overruled the objection from which the revision maintained and not a case of objection raised of the post-marking and consideration of consequence of Section 36 of the Stamp Act therefrom.

21. In Syed Yousuf Ali Vs. Mohd. Yousuf¹³ in relation to the possessory sale agreement permitted for marking overruling the objection on admissibility, the case of the petitioner was that objection on maintainability of document not raised while marking in receiving the chief affidavit under Order XVIII Rule 4 CPC,

¹⁰ (2014) 1 ALD 491

¹¹ (1999) 6 ALD 160

¹² (1999) 5 SCC 725

¹³ (2016) 3 ALD 235

however memo filed by learned counsel bringing to the notice of the Court of document is inadmissible because of the same is possessory sale agreement without impounding. It was observed therefrom that the possessory sale agreement is liable for payment of stamp duty as if a sale as per Article 47-A of Schedule 1-A and is inadmissible unless sufficiently stamped for executed only on Rs.100/- worth stamp paper where there is reference about delivery of possession and the bar created by Section 36 of the Stamp Act against raising of objection once admitted to exhibit, but for u/ sec.61 of the Stamp Act is not attracted, unless the Court decides admissibility of the document in evidence judiciously by applying its mind. In this regard also, the scope of Section 36 of the Stamp Act not came for consideration.

22. In Attapuram Raghuramaiah Vs. Dyava Ramaiah¹⁴ referring to Order XIII Rule 4 CPC and Section 36 of the Stamp Act, it was held that unless the endorsement made on the document at the time of marking contents of specific statement as to its admission in evidence, it cannot be said as admitted for admitted in evidence as per Section 36 of the Stamp Act, to mean admitted after judicial consideration of objections relating to its admissibility.

23. Sreenivasa Builders Vs.A.Janga Reddy¹⁵, it was held that an agreement of sale coupled with delivery of possession allowed to be marked by collecting stamp duty and penalty under Article-6 instead of Article 47-A of the Stamp Act under mis-

¹⁴ (2012) 6 ALD 505=6 ALT 271

¹⁵ (2016) 3 ALD 343

construction of the document, the Court may reject the same at any stage though the defendants did not raise objection at the time of marking, from combined reading of Section 35,36 and 61 of the Stamp Act, and Order XIII Rule 3 and 4 of CPC. It referred the expressions of the Apex Court in *Shyamal Kumar Roy Vs. Sushil Kumar Agarwal*¹⁶ u/ sec.36 of the Stamp Act, holding that if no objection taken by the other side with regard to the admissibility of the document while marking, at a later stage the objector cannot be permitted to turn round and contend that the document is inadmissible in evidence. However observed that the expression of the Apex Court in *RVVE Gounder Vs. Arulmigu Viswesaraswami and V.P.Temple*¹⁷ is saying mere non-raising of objection as to admissibility, will not waive proof and admissibility and this expression did not come for consideration in *Shyamlal Kumar Roy supra*.

24. In *A.P.Laly Vs. Gurram Rama Rao* in CRP 1873 of 2017 dt.19.09.2017, it was held as to power of the Court to de-exhibit the document for want of stamp duty referring to Full Bench Judgment of this Court in *B.Bhavannarayana Vs. Komuru Vullakki Cloth Merchant Firm*¹⁸ on liability of stamp duty of the document in question even inadvertently it is marked, it does not amount to an admission by the opposite party who got a right to challenge admissibility and seek to de-exhibit.

¹⁶ (2006) 11 SCC 331

¹⁷ (2003) 8 SCC 752

¹⁸ (1996) 1 ALT 917

25. In fact, in Vemi Reddy Kota Reddy Vs. Vemi Reddy Prabhakar Reddy¹⁹ it was held that even an objection as to admissibility of document has to be decided before marking as to stamp duty, when document marked in the absence of opposite party or his counsel and without considering nature of document by Court mere giving of exhibit number cannot be said admitted in evidence and interdict contained in Section 36 of the Stamp Act, thereby would not come to the aid of party in whose evidence, the document marked without any judicial and totally debarring adversary to challenge the admissibility. It is held in Srinivasa Builders supra referring the above and mainly of in A.P.Laly supra that the Court got power even a document inadmissible is marked, to de-exhibit such document as a decision of the Court but not that of the objector. For objectors, the Rule is only to bring the defect to the notice of the Court and nothing beyond.

26. The Apex Court way back held in Javer Chand Vs. Pukhraj Surana²⁰ that once the Court rightly or wrongly decided to admit a document in evidence so far as the parties were concerned, the matter was closed. The Court had to judicially determine the matter since the document was tendered in evidence and before it was marked as exhibit in the case. Once the document had been marked as exhibit and the trial Court has proceeded on that footing, Section 36 of the Stamp Act comes into operation and thereafter it was not open to the Court unless specifically provided. Similar is the expression of the Apex Court on

¹⁹ (2004) 3 ALD 187

²⁰ AIR (1961) 1655 DB

the different facts in Hindustan Steel Limited Vs. M/s.Dalip Constructions²¹.

27.The distinction between the general principles of evidence Act on admission of a copy of document without objection, later cannot say secondary evidence cannot be looked into for same is a procedural aspect and once no objection raised while marking is deemed waived and same is as good as original document, however on proof of document and proof of contents even no objection raised, there is no waiver of objection which can be raised at any stage as laid down in RVVE Gounder supra is different from the special provision in relation to admission of an unstamped or insufficiently stamped with total bar for its marking and Section 33 of the Stamp Act also imposes duty on Court/Tribunal to mark only on impounding and stamp duty with penalty is duly paid however **once** marked the Section 36 of the Stamp Act specifically bars to raise objection after marking; leave about any objection for marking on stamp duty and registration to be decided before marking instantaneously, but for on other objections to be marked subject to objections to decide ultimately as held in Bipin Shantilal Panchal Vs. State of Gujarat²²,

28. From the above, Section 36 of the Stamp Act bar is a special law, when compared to general bar or no bar under Evidence Act, on procedural and substantive aspects, to say the expressions in Shyamal Kumar Roy, RVVE Gounder and Bipin Shantilal supra are not one in conflict to the other, but covering

²¹ AIR 1969 SC 1238

²² (2001) SC 1158

different aspects and areas, as such and also for the reason, the expressions of the Apex Court in *Javer Chand and Shyamal Kumar Roy* are the law of the land to bind this Court to follow as per Article 141 of the Constitution of India. However, in the present facts even that difficulty does not arise for the endorsement not exhibited and not impounded apart from marked in the absence and the bar under Section 36 of the Stamp Act has no application, thereby herein for the facts being detailed hereunder.

29. From the above, coming to the facts, once it is pleaded that the document is marked in the absence of the plaintiff, in the evidence of D.W.1-D.1 from the chief affidavit filed by impounding as if non-possessory, the endorsement on the back of the agreement evidencing possession not exhibited and once exhibited it is liable for stamp duty as a conveyance from the document evidencing delivery of possession, when the sale agreement and the endorsement to be read together and not to read in isolation even the non-possessory sale agreement to impound with stamp duty of Rs.100/- with penalty by ignoring the endorsement on the very sale agreement evidencing delivery of possession even it is by subsequent endorsement for same is liable for stamp duty as a sale and that also has to be marked only after impounding with deficit stamp duty and penalty to meet the value as conveyance with ten times penalty if party chooses to pay and if the party wants to refer then to refer by Court to the District Registrar for collecting deficit stamp duty by impounding with the stamp duty and penalty

if any and once certified by the District Registrar of duly stamped is enough for the Court to proceed.

30. Having regard to the above though a document not marked in the presence of the opposite party much less by hearing of any objection or not, that too when at the interlocutory stage when record shows objection raised for its marking and not marked for want of stamp duty and penalty as conveyance, the marking of only non-possessionary sale agreement portion and ignoring the possessionary sale agreement endorsement when both are to be marked together to read for not in isolation of one to the other, the non-marking of the endorsement to cause effect to the possessionary sale agreement and marking of the non-possessionary sale agreement portion by the lower Court is since unsustainable, it is liable to be set aside by de-marking the same with a direction to the lower Court to determine the stamp duty and penalty deficit to be paid in addition to what is paid if party is ready to pay with ten times penalty, else if request to refer to the District Registrar for collection of stamp duty and penalty as held in *Chilakuri Gangulappa Vs. R.D.O. Madanapalle*²³ and *Buddha Jagadeeshwara Rao Vs. Sri Ravi Enterprises*²⁴.

31. Leave that apart marking if any of the sale agreement is different from dispute on the signature on the document by claimed as forged in seeking for referring the document to handwriting Expert for opinion on the disputed signature with reference to admitted signatures including of viability of

²³ (2001) 2 MLJ 33(SC)=(2001) 4 SCC 197

²⁴ (2017) 2 ALT 736

availability of contemporary relevancy of signatures if any and by taking specimen signatures in open Court also, if any, to send to the handwriting expert for comparison and opinion that can be sought as held by the Full Bench of this Court in *Bandi Shiva Shankara Srinivasa Prasad Vs. Ravi Surya Prakash*²⁵ in this regard of each case depends on own facts as to the stage when it can be sought for refer a document to expert opinion and once such is the case for the Court is not an Expert to form an opinion by its comparison u/ sec.73 of the Indian Evidence Act, but for calling for the Expert opinion u/ sec.45 of the Indian Evidence Act, supported by reasons to be contemplated u/ sec.51 of the Act to exercise any comparison therefrom by the Court even u/ sec.73 of the Act in its coming to conclusion from that opinion evidence if any. Thus the trial court should have considered to allow the application to refer the document to handwriting expert for comparison and opinion of the disputed signatures with available admitted signatures, as laid down in *Jonnalagadda Ravi Sankar Vs. Jakka Rama Krishna Rao*²⁶, that the exercise to be undertaken under Section 45 of the Act is somewhat typical. It is only an expert, who is conversant with the niceties of writing etc., that can express his view as to whether a particular writing or signature sent for comparison is that of the person, who is alleged to have subscribed to it. The existence of contemporaneous documents would certainly be helpful to an expert. Further, if the signatures on the depositions or the vakalath or pleadings are similar to those on the disputed

²⁵ (2016) 2 ALD 1 (FB)

²⁶ (2013(1) ALD 213

document, they may also, be of help. However, it is too difficult to expect the existence of contemporaneous documents or similarity between signatures on the disputed documents and those on the pleadings and vakalath. Mere absence of such helpful circumstances cannot render the whole exercise under Section 45 of the Act impossible or untenable. An expert is known for his capability to arrive at the conclusion even by taking note of the undisputed writing irrespective of the time gap between the date of the sample and the date on which the disputed document was signed. At any rate, the opinion expressed by an expert is not conclusive in nature and the parties to the litigation can certainly put forward their contentions in favour of or against such opinion. The grounds mentioned by the trial court in dismissing the application thus cannot be sustained and the dismissal order is liable to be set aside.

32. Accordingly and in the result, both the revisions are allowed by remanding the petitions to the lower Court for fresh determination in the light of the observations supra.

Consequently, miscellaneous petitions if any pending in these revisions shall stand closed.

Dr. B. SIVA SANKARA RAO, J

Date: 25.01.2018

Note: L.R. copy to be marked.
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