

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

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Reserved on: April 10, 2019

Pronounced on: April 22, 2019

CS(OS) 143/2018

M/S VERSATILE COMMOTRADE PRIVATE LIMITED Plaintiff

Through: Mr. Nikhilesh Krishnan, Advocate

versus

SMT KESAR DEVI AND ORS

..... Defendants

Through: Mr. Sunil Chauhan, Advocate

JUDGMENT

SANJEEV NARULA, J

1. The present suit is for recovery of Rs. 1,49,06,814/- along with interest at the rate of 14.25% p.a. from 29th September 2013 till the date of actual payment. The matter is at the stage of framing of issues.

Brief Facts

2. The Plaintiff and the Defendants entered into an agreement to sell dated 16th April 2013, in respect of agricultural land admeasuring 17 Bigha 11 biswa (out of total 27 Bigha 6 Biswa) consisting in Khasra no. 86/91, Khasra no. 574/1 (3-12), 585/1 (3-15), 592/1 (5-3), 593 (4-16), Khata Khatoni No. 87/92, Khasra no. 572 (0-5), situated in the revenue estate Jaffarpur Kalan, New Delhi. (hereinafter referred to as the “suit property”).

3. Under the aforesaid agreement, the suit property was agreed to be sold at Rs. 3.50 Crores per acre. At the time of execution of agreement to sell,

Plaintiff paid a sum of Rs.1,49,06,814/- to the Defendant. The essential terms of the agreement are as under:-

- “1. That the first party/ies assure the second party/ies that the property under sale is free from all sorts of encumbrances such as sale, lien gift, mortgage, dispute, decree, acquisition litigation, notification and family dispute etc.. and that there is no defect in the title of the first party and if found otherwise, the first party shall indemnify all the losses thus sustained by the second party/ies.
2. That all the previous dues, demands, arrears like electricity, water bills, MCD Tax etc. etc. (if any) on the above said property shall be paid and borne by the first party till the date by which actual possession is delivered to the second party/ies..
3. That in case any of the party/ies violates the terms and conditions of these presents, then the disputes shall be settled in the Hon’ble Court of Law at the cost and expenses of the defaulter party by filling of suit for specific -performance of this agreement.
4. That all disputes are subject to settlement within Delhi Jurisdiction.
5. That the First Party/ies will handover the vacant physical possession on the spot at the timing of signing the Sale Deed and relevant papers in respect of said Property.
6. That the First party/ies will hand-over all the original previous Sale Deed or other relevant document/paper to the second party at the time of registration of Sale Deed.
7. That the first party/ies assure that the sale is clear of section 33, 81 DLR ACT.
8. That If the first party/ies fails to execute the Sale Papers/ Sale

Deed in favour of the Second Party then the Second Party can get executed Sale Deed or relevant papers in his favour or in favour of his/her nominee through Court-of-Law, Likewise if the Second Party fails to pay the Balance amount to the First party within the above mentioned stipulated period then his/her/their earnest money/biana shall be forfeited as default.

9. That the First party/ies shall obtain the NOC at the cost of Second Party/ies its and shall inform the second party within 07 days from the receipt of NOC by regd. Post. If the first party fail to obtain the NOC within stipulated period, then the time necessary permission/ NOC is/ are obtained by the first party and intimated to the Second Party/ies.

10. That the First party/ies has/have not entered to any sort of Sale-Purchase Agreement with any third party etc previously in respect of above described said Property/Land.

11. That First party/ies assure the Second Party/ies and declare that he/first party/ies will present herself/himself in the S.R. Office or wherever required at the time of execution of Sale Dosed/ Regd. GPA/SPA etc. in favour of the Second Party/ies.

12. That remaining land of Seller/s (First party/ies) is to be mutated on the names of Family member/s of Seller/s (First Party/ies) of Village JAFFARPUR KALAN and Village SURHERA also to avoid any Violation of DLR Act./Rules & regulation of Govt., at cost/expenses of Second Party/ies (Purchaser/s)”

(Underlining Added)

4. The date of execution of the sale deed as per the agreement was fixed as 07th July 2013. Under clause 9 of the agreement to sell, Defendants were required to apply and obtain NOC. Plaintiff alleges that Defendants failed to do so and committed a breach of terms of the agreement and are thus liable

to refund the advance payment of Rs.1,49,06,814/- along with interest from 29th September, 2013 till the date of actual payment. The suit was originally filed under Order 37 CPC, 1908. Subsequently, vide order dated 2nd April 2013, the same was converted into an ordinary suit. Thereafter, Defendants filed a joint written statement. In the written statement, they admit execution of the agreement to sell and also the receipt of the payments mentioned in the suit. The agreement to sell has been exhibited as Ex. P1 during the course of admission/denial of documents. The Defendants contend that Plaintiff breached the agreement and the amount received from it was an earnest money deposit and not advance payment and the said payments stand forfeited in the terms of clause 8 of the agreement dated 16th April 2018.

Submissions of the parties

5. Learned counsel for the Plaintiff has argued that the present suit is liable to be decreed in view of the averments made in the written statement and issues are not required to be framed. In the written statement, the Defendants have admitted the execution of the agreement dated 16th April 2014 and also the payments received thereunder. The defense to the suit is the plea of forfeiture. The learned counsel argued that in view of the categorical stand taken by the Defendants, the forfeiture of the earnest/advance payment becomes penal in nature and would thus be governed by Section 74 of the Indian Contract Act. Learned Counsel then referring to several judgments dealing with Section 74 of the Indian Contract Act, urged that in absence of any specific pleadings that the amount is being

appropriated as compensation towards loss sustained, Defendants' plea of forfeiture is unsustainable. Finally, relying upon the judgments of this Court in *Sudesh Kakkar vs. Satish Mittal* in RFA No. 216/2017 decided on 30th July 2018 and *Manoj Tomar vs. Neena Khattar & Anr* in CS(OS) No. 1371/2014 decided on 13th October 2015, it was urged that forfeiture of entire earnest/ advance money is unsustainable. At the highest, the Defendants can only be entitled to compensation of a reasonable amount. This amount can be determined by this court having regard to the facts of the case and in line with the several judgments on this issue.

6. Per contra, learned counsel for the Defendants argued that in terms of Clause 8 of the Agreement, in case Defendants failed to perform its part, the only option available to the Plaintiff on account of such breach was to file a suit for specific performance of the agreement and not for recovery of the earnest money and interest thereon. He also argued that the payments received are only as "earnest money" and not by way of "advance payment". There is no provision in the agreement for refund of the earnest money and since Plaintiff failed to perform its part of the contract, the Defendant had rightly forfeited the said amount. He further argued that Defendants are entitled to lead evidence to prove the loss and thus trial is necessary. Lastly, he argued that the Defendants had received 10% of the total consideration as earnest money and even if principles enunciated by the Supreme Court in the Judgments relied upon the Plaintiff are applied, The Defendants are entitled to forfeit the 10% of the total sale consideration being reasonable compensation.

Analysis and Findings

7. The only defense to Plaintiff's prayer for refund of the payment made under the Agreement to Sell is resting on the plea of forfeiture. Since the Agreement to Sell as well as the payments made there under are admitted by the Defendants, the short question that requires consideration is that even if the Plaintiff is guilty of breach of Contract, whether the Defendants would still be entitled to forfeit the earnest/advance money received by them under the Agreement to Sell.

8. Defendants in para 1 of the preliminary objections have alleged that "*on account of the breach committed by the Plaintiff, the transaction could not be completed and therefore, in terms of the agreement dated 16th April 2013, the earnest money paid by the Company stood forfeited.*" Similar allegations have been made in para 6 (reply on merits) of the written statement and also at other places in the written statement. There is no averment in the written statement that the Defendants have forfeited the amount for loss being caused to them by the Plaintiff on account of the breach of the Contract. The written statement is also bereft of details of loss and the manner in which such loss is sustained. In absence of such pleadings, as required under Order 6 Rule 4 CPC, the question of the forfeiture of the earnest money under the Agreement to Sell would have to be analyzed and determined as per Section 73 and 74 of the Indian Contract Act, 1872. The law on this subject has been settled by the Constitution Bench decision of the Supreme Court in the case of ***Fateh Chand v. Bal Krishan Das, AIR 1963 SC 1405***. The said decision has been recently followed by the Supreme Court in ***Kailash Nath Associates v. Delhi***

Development Authority & Anr, 2015 4 SSC 136 and even more recently in *Mahanagar Telephone Nigam Ltd v. Tata Communications Ltd.*, Civil Appeal No. 1766 of 2019, decided on 27th February 2019. The relevant paragraphs of the judgment in *Kailash Nath (supra)* which lay down the ratio in effect of the applicability of Section 74 of the Indian Contract Act reads as under:-

“30. We now come to the reasoning which involves Section 74 of the Contract Act. The Division Bench held:

“38. The learned Single Judge has held that the property was ultimately auctioned in the year 1994 at a price which fetched DDA a handsome return of Rupees 11.78 crores and there being no damages suffered by DDA, it could not forfeit the earnest money.

39. The said view runs in the teeth of the decision of the Supreme Court in *Shree Hanuman Cotton Mills Vs. Tata Aircraft Ltd.*: AIR 1970 SC 1986 which holds that as against an amount tendered by way of security, amount tendered as earnest money could be forfeited as per terms of the contract.

40. We may additionally observe that original time to pay the balance bid consideration, as per Ex. P-1 was May 18, 1982 and as extended by Ex. P-8 was October 28, 1982. That DDA could auction the plot in the year 1994 in the sum of Rupees 11.78 crores was immaterial and not relevant evidence for the reason damages with respect to the price of property have to be computed with reference to the date of the breach of the contract”.

31. Section 74 as it originally stood read thus:

“When a contract has been broken, if a sum is named in the contract as the amount to be paid in case of such breach, the party complaining of the breach is entitled, whether or not actual damage or loss is proved to have been caused thereby, to receive from the party who has broken the contract reasonable compensation not exceeding the amount so named.”

32. By an amendment made in 1899, the Section was amended to read:

“74. Compensation for breach of contract where penalty stipulated for.--When a contract has been broken, if a sum is named in the contract as the amount to be paid in case of such breach, or if the contract contains any other stipulation by way of penalty, the party complaining of the breach is entitled, whether or not actual damage or loss is proved to have been caused thereby, to receive from the party who has broken the contract reasonable compensation not exceeding the amount so named or, as the case may be, the penalty stipulated for. **Explanation.--**A stipulation for increased interest from the date of default may be a stipulation by way of penalty. **Exception.--**When any person enters into any bailbond, recognizance or other instrument of the same nature, or, under the provisions of any law, or under the orders of the Central Government or of any State Government, gives any bond for the performance of any public duty or act in which the public are interested, he shall be liable, upon breach of any condition of any such instrument, to pay the whole sum mentioned therein.

Explanation.--A person who enters into a contract with Government does not necessarily thereby undertake any public duty, or promise to do an act in

which the public are interested.”

33. Section 74 occurs in Chapter 6 of the Indian Contract Act, 1872 which reads "Of the consequences of breach of contract". It is in fact sandwiched between Sections 73 and 75 which deal with compensation for loss or damage caused by breach of contract and compensation for damage which a party may sustain through non-fulfillment of a contract after such party rightfully rescinds such contract. **It is important to note that like Sections 73 and 75, compensation is payable for breach of contract Under Section 74 only where damage or loss is caused by such breach.**

34. In *Fateh Chand Vs. Balkishan Dass* (supra), this Court held:

“The section is clearly an attempt to eliminate the somewhat elaborate refinements made under the English common law in distinguishing between stipulations providing for payment of liquidated damages and stipulations in the nature of penalty. Under the common law a genuine pre-estimate of damages by mutual agreement is regarded as a stipulation naming liquidated damages and binding between the parties: a stipulation in a contract in terrorem is a penalty and the Court refuses to enforce it, awarding to the aggrieved party only reasonable compensation. The Indian Legislature has sought to cut across the web of rules and presumptions under the English common law, by enacting a uniform principle applicable to all stipulations naming amounts to be paid in case of breach, and stipulations by way of penalty.....”

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Section 74 of the Indian Contract Act deals with the measure of damages in two classes of cases (i) where the contract names a sum to be paid in case of breach and

(ii) where the contract contains any other stipulation by way of penalty. We are in the present case not concerned to decide whether a covenant of forfeiture of deposit for due performance of a contract falls within the first class. The measure of damages in the case of breach of a stipulation by way of penalty is by Section 74 reasonable compensation not exceeding the penalty stipulated for. In assessing damages the Court has, subject to the limit of the penalty stipulated, jurisdiction to award such compensation as it deems reasonable having regard to all the circumstances of the case. Jurisdiction of the Court to award compensation in case of breach of contract is unqualified except as to the maximum stipulated; but compensation has to be reasonable, and that imposes upon the Court duty to award compensation according to settled principles. The section undoubtedly says that the aggrieved party is entitled to receive compensation from the party who has broken the contract, whether or not actual damage or loss is proved to have been caused by the breach. Thereby it merely dispenses with proof of "actual loss or damages"; it does not justify the award of compensation when in consequence of the breach no legal injury at all has resulted, because compensation for breach of contract can be awarded to make good loss or damage which naturally arose in the usual course of things, or which the parties knew when they made the contract, to be likely to result from the breach

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Section 74 declares the law as to liability upon breach of contract where compensation is by agreement of the parties pre-determined, or where there is a stipulation by way of penalty. But the application of the enactment is not restricted to cases where the aggrieved party claims relief as a Plaintiff. The section does not confer a special benefit upon any party; it merely declares the law that notwithstanding any term in the

contract predetermining damages or providing for forfeiture of any property by way of penalty, the court will award to the party aggrieved only reasonable compensation not exceeding the amount named or penalty stipulated. The jurisdiction of the court is not determined by the accidental circumstance of the party in default being a Plaintiff or a Defendant in a suit. Use of the expression "to receive from the party who has broken the contract" does not predicate that the jurisdiction of the court to adjust amounts which have been paid by the party in default cannot be exercised in dealing with the claim of the party complaining of breach of contract. The court has to adjudge in every case reasonable compensation to which the Plaintiff is entitled from the Defendant on breach of the contract. Such compensation has to be ascertained having regard to the conditions existing on the date of the breach."

35. Similarly, in *Maula Bux v. Union of India (UOI): 1969 (2) SCC 554*, it was held:

"Forfeiture of earnest money under a contract for sale of property-movable or immovable-if the amount is reasonable, does not fall within Section 74. That has been decided in several cases: Chiranjit Singh Vs. Har Swarup: 21 AIR 1926 PC 1; Roshan Lal Vs. Delhi Cloth and General Mills Co. Ltd.: 22 ILR (1911) 33 All 166; Mohd. Habibullah Vs. Mohd. Shafi: 23 ILR (1919) 41 All 324; Bishan Chand Vs. Radha Kishan Das: 24 ILR (1897) 19 All 489. These cases are easily explained, for forfeiture of a reasonable amount paid as earnest money does not amount to imposing a penalty. But if forfeiture is of the nature of penalty, Section 74 applies. Where under the terms of the contract the party in breach has undertaken to pay a sum of money or to forfeit a sum of money which he has already paid to the party complaining of a breach of contract, the undertaking is of the nature of a penalty.

Counsel for the Union, however, urged that in the present case Rs. 10,000/- in respect of the potato contract and Rs. 8,500 in respect of the poultry contract were genuine pre-estimates of

damages which the Union was likely to suffer as a result of breach of contract, and the Plaintiff was not entitled to any relief against forfeiture. Reliance in support of this contention was placed upon the expression (used in Section 74 of the Contract Act), "the party complaining of the breach is entitled, whether or not actual damage or loss is proved to have been caused thereby, to receive from the party who has broken the contract reasonable compensation". It is true that in every case of breach of contract the person aggrieved by the breach is not required to prove actual loss or damage suffered by him before he can claim a decree, and the Court is competent to award reasonable compensation in case of breach even if no actual damage is proved to have been suffered in consequence of the breach of contract. But the expression "whether or not actual damage or loss is proved to have been caused thereby" is intended to cover different classes of contracts which come before the Courts. In case of breach of some contracts it may be impossible for the Court to assess compensation arising from breach, while in other cases compensation can be calculated in accordance with established rules. Where the Court is unable to assess the compensation, the sum named by the parties if it be regarded as a genuine pre-estimate may be taken into consideration as the measure of reasonable compensation, but not if the sum named is in the nature of a penalty. Where loss in terms of money can be determined, the party claiming compensation must prove the loss suffered by him.

In the present case, it was possible for the Government of India to lead evidence to prove the rates at which potatoes, poultry, eggs and fish were purchased by them when the Plaintiff failed to deliver "regularly and fully" the quantities stipulated under the terms of the contracts and after the contracts were terminated. They could have proved the rates at which they had to be purchased and also the other incidental charges incurred by them in procuring the goods contracted for. But no such attempt was made."

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40. From the above, it is clear that this Court held that **Maula Bux's** case (supra) was not, on facts, a case that related to earnest money. Consequently, the observation in **Maula Bux** (supra) that forfeiture of earnest money under a contract if reasonable does not fall within Section 74, and would fall within Section 74 only if earnest money is considered a penalty is not on a matter that directly arose for decision in that case. The law laid down by a Bench of 5 Judges in **Fateh Chand's** case (supra) is that all stipulations naming amounts to be paid in case of breach would be covered by Section 74. This is because Section 74 cuts across the rules of the English Common Law by enacting a uniform principle that would apply to all amounts to be paid in case of breach, whether they are in the nature of penalty or otherwise. It must not be forgotten that as has been stated above, forfeiture of earnest money on the facts in **Fateh Chand's** case (supra) was conceded. In the circumstances, it would therefore be correct to say that as earnest money is an amount to be paid in case of breach of contract and named in the contract as such, it would necessarily be covered by Section 74.

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43. On a conspectus of the above authorities, the law on compensation for breach of contract Under Section 74 can be stated to be as follows:

43.1. Where a sum is named in a contract as a liquidated amount payable by way of damages, the party complaining of a breach can receive as reasonable compensation such liquidated amount only if it is a genuine pre-estimate of damages fixed by both parties and found to be such by the Court. In other cases, where a sum is named in a contract as a liquidated amount payable by way of damages, only reasonable compensation can be awarded not exceeding the amount so stated. Similarly, in cases where the amount fixed is in the nature of penalty, only

reasonable compensation can be awarded not exceeding the penalty so stated. In both cases, the liquidated amount or penalty is the upper limit beyond which the Court cannot grant reasonable compensation.

43.2. Reasonable compensation will be fixed on well known principles that are applicable to the law of contract, which are to be found inter alia in Section 73 of the Contract Act.

43.3. Since Section 74 awards reasonable compensation for damage or loss caused by a breach of contract, damage or loss caused is a sine qua non for the applicability of the Section.

43.4. The Section applies whether a person is a Plaintiff or a Defendant in a suit.

43.5. The sum spoken of may already be paid or be payable in future.

43.6. The expression "whether or not actual damage or loss is proved to have been caused thereby" means that where it is possible to prove actual damage or loss, such proof is not dispensed with. It is only in cases where damage or loss is difficult or impossible to prove that the liquidated amount named in the contract, if a genuine pre-estimate of damage or loss, can be awarded.

43.7. Section 74 will apply to cases of forfeiture of earnest money under a contract. Where, however, forfeiture takes place under the terms and conditions of a public auction before agreement is reached, Section 74 would have no application.”
(emphasis is mine)

9. The ratio of the aforesaid judgment thus makes it clear that forfeiture of the amount received under the Agreement to Sell is subject to loss being caused and appropriation thereof in pursuance to Section 74 of the Indian

Contract Act. As noted above in absence of any pleadings raising the ground or contention of loss being caused along with necessary details in the written statement, the Defendants cannot appropriate the amount received under the Agreement to Sell as liquidated damages.

10. Defendant's contention that the payment of Rs. 1,49,06,894/-, is part of the earnest money deposit and does not constitute as part payment of the sale consideration is misconceived and untenable. A perusal of the terms of the Agreement to Sell indicates that the payments made under the Agreement were to be treated as advance payments. Earnest money is only a nominal amount. Significantly, this Court in several decisions including the case of *Sushil Sehgal v. Shri. Chander Batra & Ors.*, CS(OS) No. 1250/2006 decided on 23rd September 2015 and *Versatile Commotrade Pvt. Ltd. V. Angad Developers Pvt. Ltd.* CS(OS) 802/2014 decided on 20th July 2018 have held that merely labeling an amount as "earnest money", would not make the said payment as part of earnest money deposit. Earnest money is paid or given at the time when the contract is entered into and as a pledge for its due performance and therefore merely because a huge amount is called as earnest money, it will not become so and would be the advance payment under the Agreement to Sell. In *Sushil Sehgal (supra)*, in para 8 and 9, this Court has held as under:-

“8. In the present case, the nature of contract is such that losses could have been proved by the defendants by proving the falling of prices of the subject property, and only if the prices of the property had fallen and breach was committed by the plaintiff/buyer, the defendants could have only then been entitled to forfeit the amount paid by the plaintiff as damages

on account of loss caused. Para 43.4 of the judgment of the Supreme Court in the case of ***Kailash Nath Associates*** (supra) reproduced above shows that the provisions of Sections 73 and 74 of the Indian Contract Act applies whether a person is plaintiff or a defendant in the suit i.e. a defendant who is a seller cannot forfeit any moneys unless loss is proved to be caused by fall in the price of the property.

9. In the present case, defendants have led no evidence of any loss caused to them, and therefore, assuming that plaintiff is guilty of breach of contract, yet, the defendants cannot forfeit the amount of Rs.15 lacs lying with them. A huge amount of Rs.15 lacs out of the total sale consideration of Rs.79,50,000/- cannot in law be called earnest money. By giving a stamp of 'earnest money' to advance price, the latter cannot become the former. What is to be seen is the substance and not the label. Only a nominal amount can be said to be earnest money and not an amount of Rs.15 lacs out of Rs.79.50 lacs, by noting that if suppose an amount of Rs. 30 lacs or 40 lacs would be called as earnest money by the parties, that would not take away the fact that such amount cannot be earnest money but would in fact be part of the price to be paid for sale.” (underlining added)

11. In view of the above and having regard to the fact that a huge amount has been paid under the Agreement to Sell, it cannot be treated as earnest money. Besides in ***Kailash Nath*** (supra), the Supreme Court has held that forfeiture of earnest money has to be in accordance with Section 74 of the Indian Contract Act. The Court has held that without any loss, forfeiture of a huge amount would be arbitrary. Under Section 74, forfeiture of entire earnest money can be upheld only if the damage or loss is difficult or impossible to prove. This is not the case here. Defendants claim that they are entitled to forfeit as the Plaintiff is in breach and the terms of the contract allow forfeiture. The earnest money cannot also be considered to a genuine

pre-estimation of damages, as it cannot be said that damage or loss is incapable of being proved. Notably, damage or loss has not even been pleaded and therefore, even if the amount received by the Defendants is accepted to be earnest money, the forfeiture of the entire amount is impermissible. The Defendants contention that the question of damage and loss requires to be proved by leading evidence, cannot be accepted. It is settled law that evidence can be permitted only for the facts stated in the pleadings. Since, the Defendants have not pleaded any loss caused to them on account of breach of Contract by the Plaintiff; there is no ground for framing issues in the present case and affording an opportunity to the Defendants to lead evidence.

12. Order XV of the CPC requires the Court to frame issues only on substantial disputed questions of law and the written statement of the Defendants does not raise any substantial question of fact which if proved would disentitle the Plaintiff to the relief of recovery of money. Further the scheme of Order XIV of the Code of Civil Procedure dealing with settlement of issues shows that an issue arises only when a material proposition of fact or law is affirmed by one party and denied by the other. (***Makhan Lal Bangal v. Manas Bhunia, (2001) 2 SCC 652***). Since, Defendants herein have not denied the subject agreement or the amount received thereunder, Plaintiff is entitled to the relief of recovery of amount paid, without framing of issues.

13. In absence of any pleading, the question of reasonable compensation has to be assessed considering the overall facts and circumstances. In the present

case, the Defendants are in receipt of the huge amount of Rs. 1,49,06,894/- since 16th April 2013 and have enjoyed benefits of the said amount. In these circumstances a nominal amount of Rs. 10 lacs is considered to be reasonable compensation that Defendants are entitled to forfeit.

14. In view of the above, it is held that Defendants can forfeit a sum of Rs. 10 lacs out of the total sum of Rs. 1,49,06,894/- and the Plaintiff is thus entitled to a money decree of Rs. 1,39,06,894/- (One Crore Thirty Nine Lakh Six Thousand Eight Hundred Ninety Four.) along with *pendente lite* and future interest till payment at the rate of 10% per annum simple. Suit is decreed in above terms. Plaintiff be entitled to cost of the suit as per schedule. Decree sheet be prepared. All pending IA's are disposed of.

April 22, 2019

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SANJEEV NARULA, J.