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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
Date of decision: 23rd December, 2019

+ **CM (M) 1462/2017**

SURENDER SINGH CHADHA Petitioner

Through: Mr. Pradeep Dewan, Senior Advocate
with Mr. O. P. Verma & Ms. Anupam
Dhingra, Advocates. (M:9810031582)

versus

SUBHASH CHAND SAINI Respondent

Through: Mr. Amitabh Krishan and Ms.
Archana Kumari, Advocates.
(M:9868068675)

CORAM:

JUSTICE PRATHIBA M. SINGH

Prathiba M. Singh, J. (Oral)

1. The present petition arises out of the decree for eviction passed by the Id. Additional Rent Controller (*hereinafter* 'ARC') on 1st October 2008 and upheld by the Id. Rent Control Tribunal (*hereinafter* 'RCT') vide the impugned order dated 4th December 2017.

2. A petition under Section 14(1)(a), (b) and (j) of the Delhi Rent Control Act, 1958 (*hereinafter* 'DRC Act') was filed by the Respondents/Landlords (*hereinafter* 'Owners') against the Petitioner/Tenant (*hereinafter* 'Tenant') in respect of the shop bearing no.1447, Dariba Kalan, Delhi – 110006 (*hereinafter* 'suit premises'). The case of the Owners in the eviction petition is that the Tenant is a habitual defaulter of payment of rent and has also sub-let the premises to his son namely Mr. Inderjeet Singh. It is urged in the petition that the notice terminating the tenancy was issued on 13th November, 1997 and the property has also been declared as a

‘dangerous property’ by the Municipal Corporation of Delhi. Evidence in the matter was led before the Id. ARC and vide order dated 1st October, 2008, the Id. ARC held that the Tenant is in violation of Section 14(1)(b) of the DRC Act and the decree was passed in terms thereof. The Tenant appealed the said order before the RCT, which was also dismissed on 4th December, 2017. Hence, the present petition.

Submissions of the Tenant

3. The submission of Mr. Pradeep Dewan, Id. Sr. Counsel for the Tenant was that under Section 14(1)(b), there are three elements, one of which has to be satisfied i.e. ‘*sub-letting*’, ‘*assignment*’ or otherwise ‘*parting with possession of whole or part of the premises*’. His submission is that since the father retained control of the property, there was no parting with possession. Unless there is legal parting and it is shown that the tenant lost control over the property, the said provision would not be applicable. He submits that the case of the Owners in the eviction petition is that the premises was sub-let in two ways – (i) It was sublet to Mr. Subash Chand (Saletiwala) for sale of crackers outside the shop and (ii) when the shop was parted with possession by giving it exclusively to Mr. Inderjeet Singh i.e. son of the Tenant.

4. Insofar as subletting in favour of Mr. Subhash Chand (Saletiwala) is concerned, the Id. ARC has held against the Owners. Insofar as the son, who was held to be sub-tenant is concerned, it is submitted by the Tenant that the son may have been doing business briefly in the suit premises, however, the control of the premises vested with the Tenant itself i.e. the father and also that by the time the eviction decree was itself passed, the shop had come back in the exclusive possession of the father. It is submitted that until and

unless there is actual sub-letting, assignment or parting with possession, all of the terminologies which have a legal connotation, it cannot be held that the property was sub-let.

5. Ld. Senior Counsel also relies upon the fact that there were two shops which were being used by the family. One was the suit premises at Dariba Kalan and a second shop at Paiwalan. Initially, in the Paiwalan shop, the Tenant himself – Surinder Singh was doing his business, however, thereafter, his son purchased the rights for the said shop and shifted out of Dariba Kalan and started doing his business from the Paiwalan shop. Both the son and the father are engaged in the business of sale of artificial jewellery under different entitles namely M/s. Chadha Handicrafts and M/s. Chadha Silver Art Palace respectively. It is submitted that the evidence that has come on record clearly shows that the shop was under the control of the father i.e. the Tenant and he never lost control over the same. Under these circumstances, the plea of subletting has been incorrectly accepted by the ARC and RCT. Reliance is placed upon the following judgements.

- ***Hazari Lal and Ram Babu v. Gian Ram & Ors., [S.A.O. No.246.D of 1964, decided on 30th March, 1971]***
- ***Jagan Nath (Deceased) through Lrs. v. Chander Bhan & Ors., AIR 1988 SC 1362***
- ***Maharaj Krishan Khanna v. Surinder Kumar & Anr., [CM (M) No.2164/2006 decided on 7th January, 2009]***

6. It is also argued that the Tribunals below, though have arrived at concurrent findings, if the same are based on wrong conclusions on facts, jurisdiction under Article 227 ought to be exercised. Reliance is placed on

the judgements in *Estralla Rubber v. Dass Estate (P) Ltd.*, (2001) 8 SCC 97, *Hriday Bhushan Doomra v. Jeevan Industries Pvt. Ltd.*, 2007 (139) DLT 619 and *Dipak Banerjee v. Lilabati Chakraborty*, (1987) 4 SCC 161. Further, it is also urged that the drawing of an inference on the basis of facts is not merely a question of fact but also a question of law as held in judgment titled *P. John Chandy and Co. P. Ltd. v. John P. Thomas*, (2002) 5 SCC 90.

Submissions of the Owners

7. On the other hand, ld. counsel Mr. Amitabh Krishan, appearing for the Owners has submitted that the present is a clear case of sub-letting. He firstly relies upon the findings of the ARC in respect of sub-letting where the ARC has extracted the cross-examination of RW- 4 i.e. the Tenant/father to the effect that his son was in exclusive possession of the tenanted premises. It is submitted that the order of the ARC is well-reasoned and clearly considers the cross-examination and other evidence on record. It is further submitted that the RCT also has come to the same conclusion after appreciating the evidence on record including the cross-examination. Reliance is placed on the finding of the RCT, which clearly records that the son was the proprietor of the business that was being run in the tenanted premises.

8. Ld. counsel further submits that at least seven opportunities were given to the Tenant to produce the documents, which were referred to by him in the cross-examination, however, the said documents were not produced by the Tenant. Thus, whatever opportunity was given to the Tenant, to establish that there was no sub-letting, was also not availed of.

9. Ld. counsel further submits that the cross-examination is so clear that there is no ambiguity in the fact that the son was in exclusive possession. The Tenant in fact, made attempts to get the cross-examination modified by moving an application for removing certain words from the cross-examination. However, vide order dated 28th April, 2007, the ARC clearly rejected the said application and held that harmonious construction of the entire evidence shows the clear position of facts - that the son was initially working exclusively from the Dariba Kalan shop and thereafter moved to the Paiwalan shop. Reliance is also placed on the cross-examination of the Tenant and his son to urge the fact that separate businesses were being run and this position stands admitted. Reliance is also placed on the following judgments:

- *Mohd. Kasam v. Baker Ali, 1998 RLR (SC) 592*
 - *Sushil Puri & Ors. v. Jai Gopal & Ors. 135 (2006) DLT 90.*
- (the 2 judgments are added)*

Rejoinder Submissions by Tenant

10. In rejoinder, it is submitted by Mr. Dewan, Id. Senior Counsel that even if the son is doing independent business in Dariba Kalan, so long as the property came back in the control of the father/Tenant, the ground of sub-letting cannot be made out.

11. It is further argued that in the affidavit by way of evidence filed by the Owners, there is only one sentence that has been pleaded to argue that there is sub-letting in favour of the Tenant's son and this itself shows that the Owners were not in possession of any other evidence to support the case of sub-letting and the main sub-letting argument having been rejected, the

temporary working by the son in the tenanted premises would not constitute sub-letting. Even in the eviction petition, there is only one averment, which is relied upon to support the plea of subletting.

Analysis and Findings

12. The Owners i.e. the Saini Family of shop No.1447, Dariba Kalan, Delhi preferred an eviction petition in 2002 under Section 14(1)(a), (b) and (j) of the DRC Act against the Tenant – Mr. Surinder Singh Chadha. The said petition was filed on several grounds:

- i) Non-payment of rent;
- ii) Sub-letting/assigning or otherwise parting with possession under Section 14(1)(b);
- iii) Additions and alterations being made by the Tenant under Section 14(1)(j).

13. The pleadings in respect of sub-letting, in the petition are as under:

“That in the year 1998 the respondent has further violated the covenants of the agreement of rent in question by subletting, assigning or otherwise parting with the possession of the whole of the tenanted shop to one Shri Subhash chand (Saletiwala)/ of 1592, Dariba Kalan, Delhi, for running the business of fireworks therein without the written consent of petitioner and for that respondent charged a sum of Rs. 50,000/- from the said sub tenant for use and occupation thereof. The said sub tenant after taking the shop from had applied to the DCP (Licensing (Fire) for grant of a license for running the fireworks in the said shop in his own name. On coming to know there about petitioners submitted an application to the DCP (Licensing) dt. 8.10.98 requesting therein not to grant the requisite license in the name of the said sub tenant. Petitioner at the same time also served a legal notice dt. 8.10.98 to

respondent calling upon him to refrain from subletting the shop. The said notice was duly served on respondent but to no avail as respondent and sublet, assigned or otherwise parted with possession of the demised shop to the aforesaid Subash chand Saletiwala. As per the clauses No. 1, 3, 4, 7 & 11 of the agreement, respondent was specifically prohibited from keeping any inflammable goods either himself or through anybody in the demised shop which may cause any damage to the shop in question or adjoining the adjoining properties. But by subletting the said shop to the aforesaid sub tenant for the said particular purpose, respondent has also violated the said clauses of the agreement in question. The said sub tenant was successful obtaining a license 11.10.1998.

2. That thereafter respondent parted with possession of the shop to Shri Wipsy alias Shri Inderjit Singh who is exclusively doing business in the shop.

14. It is clear from the above that the plea of the Owners as extracted above shows that sub-letting was alleged on two counts – first, that some part of the shop or extension of the shop was handed over to Mr. Subhash Chand (Saletiwala) for selling crackers, etc. and secondly, it was also exclusively handed over to Mr. Inderjeet Singh – the son of the Tenant. The Tenant had denied the factum of sub-letting. In the written statement, he pleaded as under:

“7. That the contents of para no. 7 of the ground mentioned hereinabove are denied being wrong and incorrect. It is submitted at the cost of repetition that Wipsy @ Inder Jeet Singh is the son of the respondent and has got no control or possession of any part and portion of the tenanted shop. He comes with his father and leave shop with him and he work with him and help him in day to day business.”

15. Evidence was led on behalf of the parties. In the evidence of the Tenant, he stated that the family is running the business from two shops bearing no.1109/A, Paiwalan, Jama Masjid, Delhi and 1447, Dariba Kalan, Delhi. He stated that he was the proprietor of the businesses at both shops. However, after filing of the suit, he was no longer the proprietor of the business at Paiwalan shop. He further stated that the Paiwalan shop was purchased around 2002 and that his son shifted his exclusive business from Dariba Kalan to the Paiwalan shop. He admitted that he was running his business from the Ground Floor, First Floor and Second Floor of the Paiwalan shop. The relevant portions of his cross-examination is extracted herein below:

“...I am a proprietor of the business which is being run at 1109, Pai Walan, Jama Masjid and 1447, Dariba Kalan. Both are my proprietor shop. However after filing of the suit, I did not remain proprietor of my business at Pai Walan shop. I have surrendered the shop to Inderjeet owner of the said building. There was no surrender deed executed by me while surrendering my proprietorship shop to Inderjeet Singh. I had informed about this fact to the Sales Tax department about 1^{1/2} years back. I can produce the said document. There is common sales tax number of both the premises. Earlier Prem Lata was owner of Pai Walan shop, then her husband Hari Shanker became owner but I do not remember the year, however, it was after one year of the death of his wife, then Inderjeet became owner after about 2-3 years ago. I have brought the sale deed executed in favour of my son in respect of Pai Walan shop, which was in exclusive possession of me and my son had no connection with the same prior to this sale deed. The copy of the sale deed is Ex. RW 4/P.5. After this sale deed my son shifted his exclusive business from other shop to this Pai Walan Shop. After

this sale deed my son gave up all his rights from the disputed shop and shifted to the Pai Walan shop about 1^{1/2} years back. This happened about one or 1^{1/2} years back. It is correct that I was doing exclusive business on the ground, first and entire second floor of Pai Walan shop with no interference from anybody as stated in para 2(2) of the sale deed on page 5.

...

My son has been doing his business exclusively as proprietor at the property in dispute and now at Paiwalan.

16. Insofar as the son – Mr. Inderjeet Singh is concerned, in cross-examination, he stated that the business from the suit premises is run in the name of Chadha Handicrafts and that the Paiwalan shop belongs to him. He stated that his father sits in the suit premises. His business is handicraft items. He denied the allegation of sub-letting.

17. The Id. ARC, in its judgment dated 1st October, 2008 in respect of sub-letting, observed as under:

“3. As far as parting with the possession to his son is concerned, the Respondent has produced two independent witnesses showing that if the Respondent No.1 who is in exclusive possession of the shop. However, the cross examination of Respondent No.1 in this regard is very important. Respondent No.1 appeared as RW-4 and admitted in his cross examination that he is doing the business in the name of Chadha Handicraft since 1989 at 1109/A at Paiwalan, Jama Masjid. He also produced his income tax return form Ex.RW-4/P-1 from Pai Walan address. He has further subsequently stated that his son has purchased this property at Paiwalan from the erstwhile owner. The property of 1109, Pai Walan was purchased by his son on 12.06.2002 Ex.RW-4/P-5. He also admits in his cross examination that he is the

*proprietor of the business being run from the shop No. 1109, Pai Walan as well as the suit property. He also admits in his cross examination that after this Sale Deed, his son gave up all his rights from the disputed shop and shifted the Pai Walan shop about 1^{1/2} year back. He also admitted that he was doing exclusive business on the ground, first and the second floor at Pai Walan shop and further, most important he admits **"my son has been doing his business exclusively as proprietor at the property in dispute and now at paiwalan"**. In view of this specific admission, it seems to be a case where the son of the Respondent was doing exclusive business as a proprietor at the suit property and subsequently shifted to Pai Walan after purchasing that property where the Respondent No.1 as per his cross examination was doing his exclusive business in the entire property."*

18. Ld. ARC also found that the best evidence i.e. the bill books which would have shown and lent credence to the statement of the son of the Tenant that the bill books were maintained and signed by his father for the business at the suit premises, were not produced. Since the best piece of evidence was not produced by the Tenant i.e. the signed bill books and it was admitted that the son was in exclusive possession earlier i.e. prior to 2002 and thereafter he has exclusive possession in the Paiwalan shop, the Ld. ARC concluded that a case of sub-letting under Section 14(1)(b) is made out. Insofar as Section 14(1)(j) is concerned, the plea was rejected. Insofar as Section 14(1)(a) is concerned, the Ld. ARC found that the Tenant had failed to prove that the payments were made.

19. The Tenant went in appeal to the Ld. Rent Control Tribunal. In the appeal, the Ld. RCT vide judgment dated 4th December, 2017 held that the deposition of the Tenant is clear - that the son was exclusively in possession

of the suit premises and after filing of the eviction petition, the Paiwalan shop was purchased and the son thereafter shifted.

20. A perusal of the evidence shows that the statement of the Tenant is quite categorical i.e. to the effect that his son had **exclusive possession** of the suit premises as proprietor. This admission, in the light of withholding of the bills maintained and signed by the father, shows that the son was exclusively running the business from the suit premises. The mere fact that after filing of the petition, the father may have taken back possession from the son does not mean that the possession was not parted with in the first place.

21. The judgments relied upon by both the sides clearly lay down the principle that the question as to sub-letting or parting with possession has to be decided on the basis of the facts of each case. The settled position is also that even members of the same family would have to be treated as separate and individual persons, whether it is the son, daughter-in-law, brother, would not make any difference. The judgment of the Supreme Court in ***Mohd. Kasam v. Baker Ali (supra)*** clearly holds that the prohibition under Section 14(1)(b) of the DRC Act is couched in very wide terms. Even if a son is allowed to do independent business, it constitutes sub-letting. In this case, the judgment of the Supreme Court in ***Jagan Nath (supra)*** relied upon by the Tenant was distinguished. The test is one of exclusive possession. The admission of the Tenant is absolutely clear that his son had exclusive possession of the suit premises. The Supreme Court in ***Mohd. Kasam (supra)*** held that if the sons were given physical control over the shop and were running their business not as the agents of the father, then parting with possession is proved.

22. A similar view was taken by this Court in ***Sushil Puri & Ors. v. Jai Gopal & Ors.* 135 (2006) DLT 90**. In the said case also, a ld. Single Judge of this Court held that handing over of the shop to the son and daughter-in-law would constitute sub-letting. The observations of the Court is as under:

“11. It may be stated that in Kailash Kumar and Ors. v. Dr. R.K. Kapur 54 (1994) DLT 342 it has been held that the question of subletting or parting with possession would depend on the peculiar facts of each case and the basic principle enunciated even by the Supreme Court is that once it is proved that a particular portion of the demised premises has been given in exclusive possession to a stranger, then the onus shifts on the tenant to show in what capacity the stranger is in exclusive possession of that portion and on the failure of the tenant to explain presence of such person in exclusive possession of that said portion of the demised premises, presumption would arise that the portion was sublet or parted with possession in favour of the stranger by the tenant. The observations in Hari Ram v. Rukmani Devi and Ors., 64 (1996) DLT 662 are also relevant. On the plea of the tenant that the onus was on the landlord to prove subletting, it was observed that the relationship of sub-lessees and lessee is a matter of knowledge, which is confined to the parties alone and thus all that the landlord can do in such circumstances is to prove the circumstances which would reasonably lead to an inference of subletting or parting with possession or assigning the premises or any part thereof. These judgments have been cited in recent judgments of this Court in R.C.S.A. No. 390/1980 titled Shri Krishan Chand v. Sri Chand decided on 18.7.2006 and CM (M) No. 329/2004 titled Shrimati Shakuntla Gupta v. Shri Mahendra Kumar and Ors. decided on 25.8.2006.

...

15. Insofar as the legal principles are concerned there

is no dispute. However, as observed aforesaid whether in a particular case subletting or parting with possession has been made out would depend on the facts of each case. The mere fact that the allegation of subletting is in favour of the son and daughter-in-law of the tenant will not make a difference since they are separate individual persons. The material aspect in the present case is that the tenant was incapacitated and the son Shri Sanjeev Puri started running his own business dealing with opticals from the premises. Not only this the wife of Shri Sanjeev Puri and the daughter-in-law of the original tenant was showing the address of the premises for her business as an agent of CAN Bank Mutual Fund. The business of sale of fire works was also found to be in the name of Shri Sanjeev Puri, as the license was taken in his name. Thus the petitioners had been wrongly denying all these aspects which came out in the evidence.

16. In view of the aforesaid facts and circumstances it cannot be said that the Additional Rent Controller and the Rent Control Tribunal have committed a patent or jurisdictional error so as to call for interference by this Court under Article 227 of the Constitution of India.”

23. It is also the settled position that sub-letting is not easy to prove – especially in a case which involves family members. Evidence can rarely be procured by the landlord. Sub-letting usually is behind the back of the landlord and in surreptitious ways. In this case itself, the family had two shops from where business was being conducted. The Paiwalan shop was clearly a proprietary concern of the father. It is reasonable to infer that the admission in cross examination - to the effect that the son was in exclusive possession of the tenanted premises and after filing of the petition, he moved to Paiwalan shop, is a significant admission and reflects the truth. The son

attempted to wriggle out of the admission by stating that billbooks would show that the father used to maintain and sign them. But the same were not produced. The admission coupled with the non-production of the bill books completely tilts the case in favour of the Owners.

24. The findings of the two forums below are concurrent in nature. There is no doubt in the proposition canvassed by Mr. Dewan, that if wrong conclusions are drawn, the Court can interfere under Article 227. However, the present is not a case where either the ARC or RCT have drawn wrong conclusions. The settled legal position has been followed by the ARC while holding that the son was in exclusive possession of the suit premises.

25. There is another dimension to the present case. The Tenant made an attempt to wriggle out of the admission made during cross-examination by filing an application for seeking deletion of the word “exclusively”. This application was moved under Section 151. The said application was decided by the ARC vide order dated 28th April, 2007 prior to rendering the judgment. The said order is very relevant and is set out herein below:

“1. By way of present order, I shall conscientiously dispose of an application U/S 151 C.P.C. for rectification of typographical error moved on behalf of respondent dated 11.11.2005.

2. Briefly stating that the petitioners have preferred the petition under proviso of (a)(b)(j) to section 14(1) of D.R.C. Act, for eviction of respondent inter-alia on the ground of non-payment of rent, subletting and causing substantial damaged to the property bearing shop No.1447, Ward No.4, Dariba Kalan, Delhi. The pleadings have been completed and the Evidence of both the sides are under way. The Petitioners have already closed their Evidence, respondent has commenced the same and the application under

disposal has come after the testimony of RW-4 Shri Surinder Singh Chadha was recorded on 29.9.2005.

3. In the application under disposal the respondent has stated that during the course of inspection of file, it has come to the notice and knowledge of the applicant/respondent that there has been discrepancies/typographical error in the Evidence recorded and signed by RW-4 Shri Surinder Singh Chadha. The mistake/error which was sought to have been corrected as Under:-

“.....my son has been doing his business exclusively as Proprietor at the property in dispute and now at Pai Walan.....”

4. The applicant has sought to delete the words “and now” which he states that the witness has not stated and the same was done due to typographical error and has no relevancy to the context.

5. Reply to the aforesaid application has been filed by the petitioner/non-applicants in which all allegations made in the application have been denied. The petitioners have stated that the application is after thought and a delay tactics and has made only to cover up the mistake which has been done by the respondent during his cross-examination. It has been further stated that the word “and now” were not been typed due to typographical error but make a sense in the cross-examination and deleting such word would amount to retraction of the admission made by the RW-4/respondent in the cross-examination.

6. I have heard the arguments addressed by the Ld. Counsel Shri Bhola for the applicant and Shri Amitabh Krishnan for the respondents and have carefully perused the entire record.

7. Ld. Counsel Shri Bholla has relied upon para No.18 of the petition and also corresponding W.S. and has vehemently argued that the words “and now” are irrelevant and has been wrongly, made which has the adverse effect on the defence raised by the respondent.

8. On the other hand, Ld. Counsel for the respondent Shri Amitabh Krishnan has brought to the Notice of the Court the entire Evidence of the RW-4 Shri Surinder Singh Chadha recorded on 29.5.2005 during cross-examination, that the witness has categorically stated in his cross-examination that he is the proprietor of business which is being run at 1109, Paiwalan, Jama Masjid, Delhi and 1447, Dariba Kalan as both are his proprietorship shop. The witness has further stated in the cross-examination that after the sale deed his son gave up his all rights from the disputed shop and has shifted to the Paiwalan Shop about one and half year back.

9. Reading the aforesaid cross-examination in its entirety, it may be seen that there are two shops in which the son of witness RW-4 Shri Surinder Singh Chadha has been carrying his business one of its shop at Dariba Kalan which is a disputed property and other at Paiwalan. The RW-4 has tried to state in his Evidence during the cross-examination that his son was also doing the business exclusively as proprietor in the property in dispute i.e. 1447, Dariba Kalan, and has also doing the business at other shop at Paiwalan. By deleting the word "and now" from the Evidence referred to above will make Paiwalan property in dispute as such is not the case set up by the respondent. Admittedly he has made repeated admission that his son is also in possession of Paiwalan shop. Even otherwise, it has been preposition of settled law that the signatures on the statement recorded before the Court are to be made only after reading the evidence and accepting the same as correct. The signature of witness has been made under the words "R.O. & A.C." which meant read over and accepted as correct. Even otherwise the entire cross-examination of witness is to be read in its entirety and harmonious construction is to be made and as such the word "and now" cannot be said to have come by way of typographical error. The

import of the aforesaid word can only be gauged at an appropriate stage of reading of evidence during final disposal of the case. Further the respondent has brought to the Notice of the Court the pronouncement of law laid down in 2006 III A.D. (Delhi) 332 wherein it has been mentioned that the admission made in the evidence can not be retracted in this manner.

10. In view of the aforesaid discussion, The Court is of the considered opinion that the application is devoid of merits and is nothing but abuse of process of law. The same is accordingly, dismissed with costs of Rs.200/-."

26. It is clear from the above order that the Tenant made a conscious attempt to seek corrections in the cross-examination which was rightly not permitted by the ARC. Thus, the purport of the cross-examination and the admission made was well within the knowledge of the Tenant who attempted to wriggle out of the same. In light of the said admission, the averments made in the Section 151 application and the rejection of the said application, the admission of the Tenant gets completely cast in stone.

27. The decree for eviction is accordingly upheld. No interference is accordingly called for against the impugned orders. The petition is dismissed with costs of Rs.10,000/- to be paid by the Tenant to the Owners. All pending applications are also disposed of.

**PRATHIBA M. SINGH
JUDGE**

DECEMBER 23, 2019

Rahul /A.S.