



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on
04.09.2020

Delivered on
21.09.2020

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CORAM:
THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN

C.R.P (NPD) No. 2166 of 2018
and
C.M.P.No. 13473 of 2018

Kanniappan (deceased)
R.Saroja (deceased)

1.Sargunraj
2.Dakshinamurthy
3.Nandagopal
4.Murali
5.Saravanakumar

...Petitioners

Vs.

1.Yousuff Sait
2.Arulmani (Since deceased)
3.Lakshmanaswamy
4.Paneer Selvan
5.Valarmathi
6.Revathi
7.Sathishkumar

... Respondents

Prayer: Civil Revision Petition filed under Section 115 of the Code of Civil Procedure, against the judgment and decreetal order in E.P.No. 10 of 2018 in O.S.No.104 of 1977, dated 05.07.2018, on the file of the District Munsif Court at Coonoor, the Nilgiris.

For Petitioners : Mr.V.Raghavachari
For Respondents : Mr.Srinath Sridevan

O R D E R

Challenge in this revision by the legal representatives of the defendants in O.S.No. 104 of 1977 is to the order of the learned District Munsif at Coonoor, allowing the execution petition in E.P.No. 10 of 2018 filed by the decree holder seeking possession of the property subject matter of the said suit.



2. The suit in O.S.No. 104 of 1977 was laid by the respondent seeking specific performance of an agreement of sale dated 14.07.1975 entered into between the predecessors in interest of the petitioners and the first respondent herein. The said suit came to be decreed after contest on 27.07.1978. An appeal was taken there from to this Court in A.S.No.46 of 1979, which was also dismissed. Further letters patent appeal in LPA.No. 29 of 1986 by the defendants in O.S.No.104 of 1977 also came to be dismissed on 30.11.1989. There were no further proceedings and the judgment and decree in the suit became final. The decree holder / first respondent filed an execution petition in E.P.No.51 of 1991 on the file of the District Court, Ootacamund, which was subsequently transferred to Sub-Court, Ootacamund and numbered as E.P.No. 10 of 1995. Again, the same was transferred to the District Munsif Court, Coonoor and renumbered as E.P.No. 30 of 1996.

3. After stiff contest, the sale deed came to be executed and registered on 06.11.2013. The judgment debtors filed E.A.Nos.11 and 12 of 2013 to reopen the execution petition and for appointment of Commissioner. Those petitions were dismissed by the Executing Court on 13.02.2014. A revision against the said order also came to be dismissed on 17.11.2016. In the interregnum, the decree holder filed an execution petition for delivery of possession. The said execution petition came to be numbered as E.P.No.10 of 2018 and the same was allowed on 05.07.2018. The order dated 05.07.2018 is the subject matter of this revision.

4. Heard Mr.V.Raghavachari, learned counsel for the petitioners and Mr.Srinath Sridevan, learned counsel for the 1st respondent. The other respondents have been given up.

5. Mr.V.Raghavachari, learned counsel for the petitioners would vehemently contend that the execution petition for possession itself is not maintainable in as much as there is no prayer for possession made in the suit. Reliance in this regard is placed by the learned counsel on Section 22 of the Specific Relief Act, 1963. Relying heavily upon sub-section 2 of Section 22, Mr.V.Raghavachari would contend that in the absence of a prayer for possession in a suit for specific performance and in the absence of the plaintiff seeking an amendment to the plaint to include the relief of possession, the Court, particularly, after the enactment of the 1963 Act, cannot direct delivery of possession in execution proceedings. The learned counsel would also draw my attention to various pronouncements of the Hon'ble Supreme Court, this Court and other High Courts in support of his contentions.



6. Contending contra, Mr.Srinath Sridevan, learned counsel for the first respondent would submit that the introduction of Section 22 in the 1963 Act would not have the effect of negating the position of law as it stood prior to the enactment of Section 22. He would also add that despite the introduction of Section 22, the Hon'ble Supreme Court held that the relief of possession is inbuilt in a decree for specific performance and it need not be claimed separately, as the same is incidental to that of execution of a deed of conveyance. He would also contend that the right to possession accrues only when the suit for specific performance is decreed and therefore, there need not be a separate prayer for possession. He would also rely upon various judgments of the Hon'ble Supreme Court, this Court and other High Courts in support of his submissions.

7. In order to appreciate the rival contentions, it will be useful to reproduce Section 22 of the Specific Relief Act, 1963.

"22. Power to grant relief for possession, partition, refund of earnest money, etc.—

(1)Notwithstanding anything to the contrary contained in the Code of Civil Procedure, 1908 (5 of 1908), any person suing for the specific performance of a contract for the transfer of immovable property may, in an appropriate case, ask for—

(a)possession, or partition and separate possession, of the property, in addition to such performance; or

(b)any other relief to which he may be entitled, including the refund of any earnest money or deposit paid or 1[made by] him, in case his claim for specific performance is refused."

(2) No relief under clause (a) or clause (b) of sub-section (1) shall be granted by the court unless it has been specifically claimed:

Provided that where the plaintiff has not claimed any such relief in the plaint, the court shall, at any stage of the proceeding, allow him to amend the plaint on such terms as may be just for including a claim for such relief.

(3) The power of the court to grant relief under clause (b) of sub-s.(1) shall be without prejudice to its powers to award compensation under s.21."
(Emphasis supplied)

8. Since it is the submission of Mr.V.Raghavachari that the Section 22 was incorporated in the 1963 Act as a new provision to make it obligatory on part of the plaintiff in a suit for specific performance to seek the relief of possession and failure to do so would result in denuding the power of the Court to grant an order for possession in execution, it will be



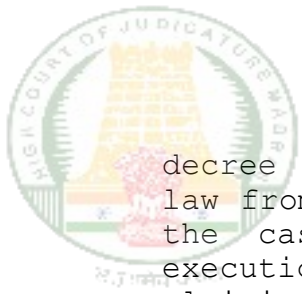
pertinent to refer to the report of the Law Commission of India dated 19.07.1958 to containing the recommendations for enactment of the Specific Relief Act, 1963. The law commission in Paragraph 35 of its report has dealt with the requirement of a prayer for possession. Paragraph 35 of the said report reads as follows:-

"35. It will be useful, we think to introduce a rule which has been now settled by judicial decisions, that in order to avoid multiplicity of proceedings the plaintiff may claim a decree for possession in a suit for specific performance even though, strictly speaking, the right to possession accrues only when specific performance is decreed.

No doubt, it has been laid down that possession can be asked for in execution of a decree for specific performance even though possession was not claimed in the plaint, on the ground that the relief of possession is merely incidental to that of execution of a deed of conveyance. At the same time it has been held that the plaintiff decree-holder does not acquire title or the right to recover possession unless a sale-deed is executed in execution of the decree for specific performance. We think it would be simpler to make a statutory provision enabling the plaintiff to ask for possession in the suit for specific performance and empowering the Court to provide in the decree itself that upon payment by the plaintiff of the consideration money within the given time, the defendant should execute the deed and put the plaintiff in possession."

9. It is in the above backdrop, Section 22 was introduced as a new provision in the Specific Relief Act, 1963. The foundation of the argument of Mr.V.Raghavachari is sub-section 2 of Section 22, which provides that no relief under Clause - a or Clause - b of subsection 1 shall be granted by the Court unless it is specifically claimed. According to the learned counsel, sub section 2 makes it imperative for a plaintiff in a suit for specific performance to ask for possession. Mr.V.Raghavachari would go one step further to contend that the law as it stood prior to the enactment of the 1963 Act to the effect that a decree for performance of a contract of sale would take within its ambit the obligation on the part of the vendor to deliver possession of the property to the purchaser stands abrogated. He would also submit that the decisions rendered on the question of possession prior to 1963 may not be of any relevance in view of the change in law.

10. Let me now consider the decisions relied upon by Mr.V.Raghavachari. In Babulal.Vs. Rajkumar reported in 1996 3 SCC 154, according to the learned counsel, the Hon'ble Supreme Court has held that the Executing Court cannot direct delivery of possession in a suit for specific performance, if there is no



decree for possession. I am unable to see such a statement of law from the report. The Hon'ble Supreme Court was dealing with the case of a petition by the third party objecting the execution of a decree against him setting up independent title claiming that he is in possession of the property in his own right. The said application was rejected by the executing Court on the ground that since he has not been dispossessed and an application filed under Order 21 Rule 97 was not maintainable. The Hon'ble Supreme Court relied upon the judgment in Bhanwari Lal Vs. Satyanarain and another reported in (1995) 1 SCC 6 to conclude that an application by a third party objecting to execution of a decree is maintainable even before the said third party is dispossessed, allowed the appeal directing the executing Court to enquire into the matter as provided under Order 21 Rule 97 to 98 of the Code of Civil Procedure. Therefore, I do not think, the said judgment can be taken as precedent for the proposition of law, which is sought to be projected by Mr.V.Raghavachari. Of course, there is a reference to Section 22 (1) of the Specific Relief Act and the bar under sub-section 2 of Section 22 but I am unable to find any pronouncement of the Hon'ble Supreme Court as it is sought to be projected by the learned counsel for the petitioners.

11. The next decision is sought to be relied upon by the learned counsel is that of the Hon'ble Supreme Court in Adcon Electronics Private Limited. Vs. Doulate and another reported in 2001 (4) CTC Page 39. That was a case where the essential question that was argued before the Hon'ble Supreme Court was as to whether a suit for specific performance simplicitor could be said to be a suit on land. The Hon'ble Supreme Court after referring to the provisions of Section 22 of the Specific Relief Act, 1963 and the Letters Patent of the Bombay High Court concluded that a suit for specific performance simplicitor cannot be held to be a suit on land. The Hon'ble Supreme Court while dealing with Section 22 of the Specific Relief Act held as follows:-

"16. In a suit for specific performance of contract for sale of immovable property containing stipulation that on execution of the sale deed the possession of the immovable property will be handed over to the purchaser, it is implied that delivery of possession of the immovable property is part of the decree of specific performance of contract. But in this connection it is necessary to refer to [Section 22](#) of the Specific Relief Act, 1963 which runs as follows :

"22. Power to grant relief for possession, partition, refund of earnest money, etc. --



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(1) Notwithstanding anything to the contrary contained in the Code of Civil Procedure, 1908, any person suing for the specific performance of a contract for the transfer of immovable property may, in an appropriate case, ask for -

(a) possession, or partition and separate possession, of the property, in addition to such performance; or

(b) any other relief to which he may be entitled, including the refund of any earnest money or deposit paid or made by him in case his claim for specific performance is refused.

(2) No relief under clause (a) or clause (b) of sub-section (1) shall be granted by the court unless it has been specifically claimed :

Provided that where the plaintiff has not claimed any such relief in the plaint, the court shall, at any stage of the proceeding, allow him to amend the plaint on such terms as may be just for including a claim for such relief.

17. It may be seen that sub-section (1) is an enabling provision. A plaintiff in a suit of specific performance may ask for further reliefs mentioned in clauses (a) and (b) therefore. Clause (a) contains reliefs of possession and partition and separate possession of the property, in addition to specific performance. The mandate of sub-section (2) of [Section 22](#) is that no relief under clauses (a) and (b) of sub-section (1) shall be granted by the Court unless it has been specifically claimed. Thus it follows that no Court can grant the relief of possession of land or other immovable property, subject-matter of the agreement for sale in regard to which specific performance is claimed, unless the possession of the immovable property is specifically prayed for.

18. In the instant case the suit is for specific performance of agreement for sale of the suit property wherein relief of delivery of the suit property has not been specifically claimed as such it cannot be treated as a "suit for land".

12. Drawing my attention to Paragraph 17 extracted above, Mr.V.Raghavachari would vehemently contend that in the absence of a prayer for possession, the Court cannot grant a decree for possession in a suit for specific performance. It obviously follows that the executing Court cannot order delivery of possession, if there is no decree for possession. I must point out that the power of executing Court to direct delivery of



possession upon executing of sale deed, even if decree does not direct delivery of possession was not a subject matter of consideration in Adcon Electronics case referred Supra. This has been explained by the Hon'ble Supreme Court itself in Excell Dealcomm Pvt. Ltd Vs. Asset Reconstruction Co (India) Ltd. Reported in 2015 (8) SCC 219 wherein, the Hon'ble Supreme Court has observed as follows:-

"16. It may be noted that the sale certificate sought under the prayer requires the delivery of possession of the suit property. Thus, we find that the prayer for delivery of possession was an implicit one in the present case. The prayer as sought in the plaint could not have been granted without the delivery of possession of the suit property as the sale certificate itself contemplates the delivery of the immovable property. Thus, in view of this we find that Adcon Electronics would not apply as there was a prayer for delivery of possession in the present case. Therefore, we hold that the present suit was indeed a suit for land."

13. Reference is also made by the learned counsel for the petitioners to the judgment of the Hon'ble Supreme Court in Babu Lal Vs. Hazari Lal Kishori Lal reported in AIR 1982 SC 818. Drawing my attention to paragraphs 10 to 13 of the said judgment, which read as follows:-

10. In this state of the law the legislature intervened and on the basis of the report of the Law Commission enacted Section 22 in 1963 as it stands.

11. Section 22 enacts a rule of pleading. The legislature thought it will be useful to introduce a rule that in order to avoid multiplicity of proceedings the plaintiff may claim a decree for possession in a suit for specific performance, even though strictly speaking, the right to possession accrues only when suit for specific performance is decreed. The legislature has now made a statutory provision enabling the plaintiff to ask for possession in the suit for specific performance and empowering the court to provide in the decree itself that upon payment by the plaintiff of the consideration money within the given time, the defendant should execute the deed and put the plaintiff in possession.

12. The section enacts that a person in a suit for specific performance of a contract for the transfer of immovable property, may ask for appropriate reliefs, namely, he may ask for possession, or for partition or for separate possession including the relief for specific performance. These reliefs he can claim,



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notwithstanding anything contained in the Code of Civil Procedure, 1908, to the contrary. Sub-section (2) of this section, however, specifically provides that these reliefs cannot be granted by the court, unless they have been expressly claimed by the plaintiff in the suit. sub-section (2) of the section recognised in clear terms the well-established rule of procedure that the court should not entertain a claim of the plaintiff unless it has been specifically pleaded by the plaintiff and proved by him to be legally entitled to. The proviso to this sub-section (2), however, says that where the plaintiff has not specifically claimed these reliefs in his plaint, in the initial stages of the suit, the court shall permit the plaintiff at any stage of the proceedings, to include one or more of the reliefs, mentioned above by means of an amendment of the plaint on such terms as it may deem proper. The only purpose of this newly enacted provision is to avoid multiplicity of suits and that the plaintiff may get appropriate relief without being hampered by procedural complications.

13. The expression in sub-section (1) of Section 22 "in an appropriate case" is very significant. The plaintiff may ask for the relief of possession or partition or separate possession "in an appropriate case". As pointed out earlier, in view of Order 2 Rule 2 of the Code of Civil Procedure, some doubt was entertained whether the relief for specific performance and partition and possession could be combined in one suit; one view being that the cause of action for claiming relief for partition and possession could accrue to the plaintiff only after he acquired title to the property on the execution of a sale deed in his favour and since the relief for specific performance of the contract for sale was not based on the same cause of action as the relief for partition and possession, the two reliefs could not be combined in one suit. Similarly, a case may be visualised where after the contract between the plaintiff and the defendant the property passed in possession of a third person. A mere relief for specific performance of the contract of sale may not entitle the plaintiff to obtain possession as against the party in actual possession of the property. As against him, a decree for possession must be specifically claimed or such a person is not bound by the contract sought to be enforced. In a case where exclusive possession is with the contracting party, a decree for specific performance of the contract of



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sale simplicitor, without specifically providing for delivery of possession, may give complete relief to the decree-holder. In order to satisfy the decree against him completely he is bound not only to execute the sale deed but also to put the property in possession of the decree-holder. This is in consonance with the provisions of Section 55(1) of the Transfer of Property Act which provides that the seller is bound to give, on being so required, the buyer or such person as he directs, such possession of the property as its nature admits.

Mr.V.Raghavachari would contend that the theory that relief of possession is inbuilt in a decree for specific performance is no longer valid and it is obligatory on part of the plaintiff to seek the relief of possession. Drawing my attention to the judgment of this Court in Vasanthi Vs. Manickam reported in 2017 3 CTC 729 wherein, the Hon'ble Justice M.V.Muralidharan has held that the executing Court cannot direct delivery of possession of the property if the decree for specific performance does not provide for delivery of possession. Reliance is also placed by Mr.V.Raghavachari on the judgment of the Single judge of Delhi High Court in Mahendra Nath Gupta Vs. Moti Ram Rattan Chand reported in AIR 1975 Delhi 155 wherein, the learned Single Judge of the Delhi High Court had taken note of the introduction of Section 22 in the 1963 Act and the absence of a analogous provision in the 1877 Act to conclude that the new section would apply only to suits, which have been instituted after the commencement of the new Act.

14. Mr.Srinath Sridevan, learned counsel for the first respondent would however contend that the Section 22 is only enabling provision and it introduces only a new rule pleading and does not effect the substantive law. According to the learned counsel, once specific performance of the Contract is sought for in a suit and the suit is decreed, the said decree would take in itself all the obligations of the vendor under the contract including delivery of possession. Therefore, according to him, there is no need for a separate prayer for possession.

15. Drawing my attention to the language of the section which specifically states that "the plaintiff may in an appropriate case ask for", Mr.Srinath Sridevan would submit that this provision will not have the effect of abrogating the law as it stood prior to its enactment. He would further submit that even after the enactment of Section 22, the Hon'ble Supreme Court has held that even without a prayer for possession, the Executing Court will have the power to direct delivery of possession upon execution of sale deed pursuant to a decree for specific performance. Reliance in this regard is placed by the



learned counsel on the judgment of the Hon'ble Supreme Court in Babu Lal Vs. Hazari Lal Kishori Lal reported in AIR 1982 SC 818. The learned counsel would draw my attention to Paragraphs 16, which reads as follows:-

"16. It may be pointed out that the Additional Civil Judge had decreed the suit for specific performance of the contract. The High Court modified the decree to the extent that the sale deed was to be executed by Respondents 6 to 9 together with the petitioner. In short, the decree was passed by the High Court not only against Respondents 6 to 9 but also against the subsequent purchaser i.e the petitioner and thus the petitioner was himself the judgment-debtor and it cannot be said that he was a third person in possession and, therefore, relief for possession must be claimed. The contention on behalf of the petitioner is that the relief for possession must be claimed in a suit for specific performance of a contract in all cases. This argument ignores the significance of the words "in an appropriate case". The expression only indicates that it is not always incumbent on the plaintiff to claim possession or partition or separate possession in a suit for specific performance of a contract for the transfer of the immovable property. That has to be done where the circumstances demanding the relief for specific performance of the contract of sale embraced within its ambit not only the execution of the sale deed but also possession over the property conveyed under the sale deed. It may not always be necessary for the plaintiff to specifically claim possession over the property, the relief of possession being inherent in the relief for specific performance of the contract of sale. Besides, the proviso to sub-section (2) of Section 22 provides for amendment of the plaint on such terms as may be just for including a claim for such relief "at any stage of the proceeding". (Emphasis Supplied)

16. The learned counsel would draw my attention to Paragraph 21 of the said judgment, which reads as follows:-

"21. If once we accept the legal position that neither a contract for sale nor a decree passed on that basis for specific performance of the contract gives any right or title to the decree-holder and the right and the title passes to him only on the execution of the deed of sale either by the judgment-debtor himself or by the court itself in case he fails to execute the sale deed, it is idle to contend that a valuable right had accrued to the petitioner merely



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because a decree has been passed for the specific performance of the contract. The limitation would start against the decree-holders only after they had obtained a sale in respect of the disputed property. It is, therefore, difficult to accept that a valuable right had accrued to the judgment-debtor by lapse of time. Section 22 has been enacted only for the purpose of avoiding multiplicity of proceedings which the law courts always abhor."

Reading of the above would show that despite the enactment of Section 22, the power of the Court to order delivery of possession pursuant to execution of a sale deed has been preserved by the Hon'ble Supreme Court and it cannot be contended that the Courts are denuded of such power because of enactment of Section 22 in the year 1963.

17. Mr.Srinath Sridevan would also rely upon the judgment of this Court in S.Sampoornam and Another Vs. P.V.Kuppuswamy and Others reported in 2007 (3) CTC 529 wherein, the Hon'ble Justice Mrs.Prabha Sridevan had considered a similar issue and after referring to both Babu Lal's case reported in AIR 1982 Page 818 as well as the judgment of the Hon'ble Supreme Court in Adcon Electronics reported in 2001 (4) CTC 39 and held that the decree for specific performance includes a term for delivery of possession and it is unnecessary for Court to direct delivery of possession expressly because the Court was directing enforcement of the entire agreement including the agreement to delivery of possession.

18. Mr.Srinath Sridevan would also point out to the recitals in the sale deed executed by the Court in the case on hand, which require possession to be handed over to the first respondent. Reliance is also placed on the judgment of the Hon'ble Justice R.S.Ramanathan in Srikandasaswamy Permanent Fund Ltd., Vs. B.M.Sivanarayanan Sah reported in 2014 SCC Online Mad 531 wherein, the learned judge after referring to the judgments of the Supreme Court in Babu Lal's case, Adcon Electronics and the judgment of this Court in S.Sampoornam Vs. P.V.Kuppuswamy and others had held that a decree for specific performance would take within its ambit the relief of possession also and therefore, in the absence of prayer for possession cannot be fatal to the plaintiffs right to seek possession in execution proceedings. Reliance is also placed by the learned counsel for the first respondent on the judgment of the Calcutta High Court in (1991) 1 Cal LJ 55 and the judgment of the Andhra Pradesh High Court in 2007 (1) APLJ 186(HC) wherein, also a similar view was expressed.

19. An analysis of the decisions cited at the bar, in my opinion, do not support the arguments of the learned counsel for



the petitioner. No doubt, Section 22 was introduced in the Specific Relief Act, 1963 as a new provision and there was no provision analogous to it in the 1877 Act. But, the question that is now raised by the learned counsel is regarding the power of the Court and the obligations of an agreement vendor, who suffers a decree for specific performance. The necessity for incorporation of Section 22 as pointed out by the Law Commission is available in the report of the Law Commission, which preceded the enactment of specific relief Act, 1963. The relevant portion of it has been extracted above. A reading of the same would show that the object of introduction of Section 22 is only to have an enabling provision and the law Commission has made it very clear that the relief of possession is only incidental to the execution of the conveyance. This very provision was examined by the Hon'ble Supreme Court in Babu Lal Vs. Hazari Lal Kishori Lal reported in AIR 1982 SC 818. The Hon'ble Supreme Court rejected the argument that the relief of possession must be claimed in a suit for specific performance of a contract in all cases. The Hon'ble Supreme Court had characterised the argument, that it is essential for the plaintiff to claim the relief of possession in a suit for specific performance of a contract in all cases, as an argument that ignores the significance of the words "in an appropriate case". The Hon'ble Supreme Court went on to observe that the expression "in an appropriate case" used in Section 22 only indicates that it is not always incumbent on the plaintiff to claim possession or partition or separate possession in a suit for specific performance of a contract for the transfer of immovable property. The above dictum of the Hon'ble Supreme Court very clearly points out that Section 22 is only enabling provision and it does not bar of Court from ordering delivery of possession in execution of a decree for specific performance, even though the decree does not expressly contain a clause regarding delivery of possession. I am unable to countenance the submission of Mr.V.Raghavachari based on the pronouncement of the Hon'ble Supreme Court in Adcon Electronics Private Limited. Vs. Doulate and another reported in 2001 (4) CTC Page 39 and Babulal .Vs. Rajkumar reported in 1996 3 SCC 154 in view of the pronouncement of the Hon'ble Supreme Court in Babu Lal Vs. Hazari Lal Kishori Lal reported in AIR 1982 SC 818. The point involved in both those cases did not relate to the power of the Court to direct delivery of possession in a suit for specific performance.

20. While Adcon Electronics Private Limited. Vs. Doulate and another reported in 2001 (4) CTC Page 39 dealt the character of a suit for specific performance, The only question that was considered in Babulal .Vs. Rajkumar reported in 1996 3 SCC 154 related to the right of a third party to object to delivery of possession in execution of a decree before he was dispossessed.



The scope and ambit of Section 22 or the necessity for a prayer for possession in a suit for specific performance were not specifically addressed by the Hon'ble Supreme Court in those two decisions.

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21. As regards the judgment of the Delhi High Court relied upon by Mr.V.Raghavachari, the same is prior to Babu Lal Vs. Hazari Lal Kishori Lal reported in AIR 1982 SC 818 and therefore, the same cannot be safely relied upon, in view of the law declared by the Hon'ble Supreme Court in AIR 1982 SC 818. As regards the judgment of this court in Vasanthi Vs. Manickam reported in 2017 3 CTC 729 I find that the attention of the court was not drawn to paragraphs 16 and 21 of the Judgment of the Hon'ble Supreme court in AIR 1982 SC 818 and the other judgments of this court. The view expressed therein is, in my opinion, contrary to the decision of the Hon'ble Supreme Court. Hence I am unable to subscribe to the view expressed therein.

22. In view of the above, I find no merits in the submissions of the learned counsel for the petitioner and hence, this Civil Revision Petition is dismissed. Consequently, connected miscellaneous petition is closed. No costs.

23. Considering the fact that the suit was instituted in 1977 and it is almost four decades now, the executing Court is directed to ensure that the delivery is effected within two months from the date of resumption of normal functioning of the Courts at Coonoor.

Sd/-

Assistant Registrar(CS III)

//True Copy//

Sub Assistant Registrar

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To:-

The District Munsif Court, Coonoor,
The Nilgiris

+1 CC to M/s. V.Raghavachari, Advocate SR 30697

C.R.P(NPD)No. 2166 of 2018
and
C.M.P.No. 13473 of 2018

PPA(CO)
NRA(11/12/2020)