IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.2915 of 2021

Kavishanlal Gangasahay Agrawal .. Petitioner

Versus

Mumbai Municipal Corporation & Ors. .. Respondents

WITH

WRIT PETITION NO.2917 OF 2021

Rakesh K. Agrawal .. Petitioner

Versus

Mumbai Municipal Corporation & Ors. .. Respondents

WITH

WRIT PETITION (ST) NO.15626 OF 2021

Rajendra Bhikamchand Jain .. Petitioner

Versus

Rakesh Kavishanlal Agarwal & Ors. .. Respondents

WITH

WRIT PETITION (ST) NO.15627 OF 2021

Rajendra Bhikamchand Jain .. Petitioner

Versus

Kavishanlal Gangashaya & Ors. .. Respondents

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Mr.Ranjit Bhosale with Mr.Chetan Shah i/b Mr.Anand Kumar Singh for the Petitioner in WP/2917/21 and for the Respondent No.1 in WPST/15626/21.

Mr.Ankit Lohia with Mr.Ramchandrann and Mr.Chetan Shah i/b Mr.Anand Kumar Singh for the Petitioner in WP/2915/21 and for the Respondent No.1 in WPST/15627/21.

Mr.Om Suryawanshi for the Respondent Nos.1 and 2 in WP/2915/21 and WP/2917/21 (MCGM).

Ms.Neha Bhide for MBRB.

Mr.M.A.Adenwala for the Petitioner in WPST/15626/21 and WPST/15627/21 and for the Respondent No.5 in WP/2915/21 and WP/2917/21.

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CORAM: BHARATI DANGRE, J.

RESERVED ON : 29th OCTOBER, 2021
PRONOUNCED ON : 17th DECEMBER, 2021

JUDGMENT:-

1. The four writ petitions are clubbed together; the first two writ petitions, being Writ Petition Nos.2915 of 2021 and 2917 of 2021, filed by the father and son, assail the impugned order dated 16/03/2021, passed by the City Civil Court at Bombay on a Notice of Motion filed by one Rajendra Bhikamchand Jain, the petitioner in Writ Petition (St) Nos.15626 of 2021 and 15627 of 2021, a partner in M/s.P.R.Enterprises, which assail the same order, since the learned Judge has declined him the relief sought in the Notice of Motion filed by him in the two distinct suits.

2. The respective counsel advanced their arguments, in support of the petitions and also opposing the petitions filed by the adverse parties. Since, they proposed to argue the writ petitions finally at the stage of admission, I have issued the rule. Rule is made returnable forthwith, by consent of parties.

3. Heard the learned Advocate Mr.Ranjit Bansode a/w Mr.Chetan Shah for the petitioner in Writ Petition No.2917 of 2021 and for the respondent No.1 in Writ Petition (St) No.15626 of 2021, Advocate Mr.Ankit Lohia for the petitioner in Writ Petition No.2915 of 2021 and for the respondent No.1 in Writ Petition (St) No.15627 of 2021. Also heard Advocate Mr.Om Suryawanshi appearing for the respondent Nos.1 and 2 in Writ Petition Nos.2915 of 2021 and 2917 of 2021 and Advocate Ms.Neha Bhide for MBRB. I have also heard Advocate Mr.M.A.Adenwala for the petitioner in Writ Petition (St) Nos.15626 of 2021 and 15627 of 2021 and for the respondent No.5 in Writ Petition Nos.2915 and 2917 of 2021.

4. The controversy in the aforesaid four writ petitions can be well appreciated by briefly referring to the facts leading to their institution.

The subject building, being Dadabhai Chawl No.4 consisted of 11 shops on ground floor, 11 rooms on first floor and 11 rooms on second floor, was owned by one Mr.Chamar Wala. The upper two floors comprised of 22 residential tenements, which were leased out to the Mumbai Municipal Corporation (hereinafter referred to as **"the MCGM"**), who allotted the same to various persons as tenants. In or around 1986, respondent No.3-M/s.P.R.Enterprises, a partnership firm in Thane, the Builder and Developer, purchased the land underneath the building alongwith structure thereon, from the erstwhile owner. General power of attorney was executed by the partners of respondent No.3 in favour of one Bhikamchand Baxiram Jain, inter alia, to adjust, settle, compromise and prosecute any action, suits or other proceedings against any person or persons and defend suits or other proceedings against the firm.

5. The two petitioners in Writ Petition Nos.2915 of 2021 and 2917 of 2021 claimed to be in lawful occupation and possession of two rooms of 254 sq.ft.each, meant for residential purpose and they received the status of tenants/occupants of the said premises.

6. Based on the general power of attorney, the adjoining building Dadabhai Chawl No.5 was vacated and compromise terms were entered into with the tenants and new building, namely, 'Padmavati' came to be constructed. The claim of the petitioners is to the effect that the tenancy rights conferred on them continued to exist when defendant No.3, being the owner/developer under the scheme to be developed under Regulation 33(7) of the Development Control Regulations for Greater Mumbai, 1991, approached them in June 2002, for entering into a development agreement, in respect of the respective tenements. Accordingly, an agreement was executed on 01/07/2002 between the plaintiffs and defendant No.3. The agreement recognised the status of the petitioner as tenants/occupants and on the condition of vacating the premises occupied by them, in lieu of permanent accommodation agreed to be provided by the builder in the newly constructed building, it was agreed that the tenant shall hand over the vacant possession to the developer within 15 days from the date of receipt of notice, so as to enable the developer to construct the building, housing self-contained flats. During the period of reconstruction of new building, the developer agreed to provide to the tenants, temporary alternate accommodation, at his cost, on the said property, which was agreed to be occupied by the tenants, till they were put in possession of the flat in the new building. The developer also agreed to pay compensation of Rs.50,000/- by way of fixed deposit to the petitioners, at the time of shifting of the tenements occupied by them to the temporary alternate accommodation, provided by the developer. The tenant agreed to surrender the possession of the premises in their occupation, after approval of the necessary plans by the MCGM, for the construction of the permanent alternate accommodation, to the temporary alternate accommodation, in the adjoining building known as ‘Padmavati Darshan’. The developer/M/s.P.R.Enterprises agreed that for providing temporary accommodation, no rent shall be charged.

7. Accordingly, two separate agreements in form of Permanent Alternate Accommodation Agreement **(PAAA)** signed by the respective tenants and Bhikamchand Baxiram Jain as ‘the owner/proprietor’ of M/s.P.R.Enterprises placed on record are placed on record.

On 03/11/2018, a letter was addressed by respondent No.3-firm through their Advocate, intimating the petitioners about cancellation of the PAAA, on the ground that the rooms in their possession, were given to the MCGM on monthly tenancy basis, to be used for their employees and the MCGM was paying monthly rent to the respondent No.3 and for the purpose of redeveloping the said chawl, MCGM is requested to hand over vacant and peaceful possession of the rooms and, since the MCGM is the tenant of the firm, there is no direct nexus between the petitioners and the firm. Resultantly, the agreements dated 15/05/2002 and 30/06/2002 have been cancelled and treated as null and void, as no agreements can be executed with the petitioners in lieu of tenancy of the MCGM and it was intimated that the agreements shall not be acted upon.

On 20/02/2009 and 04/03/2009, the MCGM issued notices to the petitioners to vacate their respective tenements and they were asked to shift to a transit camp in Govandi, arranged for by the builder and the developer.

8. This constrained the respective petitioners to institute the suits; Rakesh Agrawal instituted L.C. Suit No.1505 of 2009 whereas Kavishanlal Agarwal instituted L.C.Suit No.1506 of 2009, against respondent Nos.1 to 4, challenging the eviction notices issued by the MCGM. The petitioners contended that allotting a transit accommodation in Govandi is contrary to the PAAA and they sought accommodation in the adjoining 'Padmavati' building in terms of the agreement. Simultaneously, the writ petitions came to be filed in the High Court vide Writ Petition Nos.1523 of 2009 and 2128 of 2009 by several other occupants, in which the petitioners joined hands, inter alia, praying for issuance of writ of certiorari for quashing and setting aside the NOC issued to respondent No.3 for undertaking development and a direction to be issued to the MCGM under Section 53 of the MRTP Act and for holding inquiry against the officers of the MCGM and MHADA.

9. M/s.P.R.Enterprises, respondent No.3 filed its written statement in the respective suits. The writ petition filed before the High Court was admitted on 15/03/2010 and on hearing the parties on the interim relief, it was recorded by the Division Bench as under :-

> "....prima facie it appears that the consent of the occupants within the meaning of Regulation 33(7) of the Development Control Regulations Greater Mumbai, 1991 was not obtained. We have also perused the Regulations 33(7) of the Development Control Regulations for Greater Mumbai, 1991. We are prima facie satisfied that the interest of the Petitioners in re-development is to be protected. Hence, interim order in terms of prayer clause (d)"

The developer/respondent No.3 filed an Appeal against Order (AO) where time was sought to take instructions as to in what manner the respective occupants could be provided 385 sq.ft. carpet area.

10. Parallel to these proceedings, respondent No.3-firm filed Suit No.1448 of 2010 against the petitioners and the MCGM to declare the PAAA as bad-in-law, illegal and to declare that the petitioners are not entitled to enforce the same against the firm.

Pertinent to note that the plaint in the suit, was verified and affirmed by Bhikamchand Jain, in his capacity as partner of M/s.P.R. Enterprises and issues came to be settled in the suit.

11. In the aforesaid suit, Notice of Motion No.1730 of 2010 was taken out by the defendants (Rakesh Agarwal and Kavishanlal Agarwal) under Order VII Rule 11 of the CPC, praying for rejection of plaint on the ground that the suit was barred by limitation and was also barred under Section 171 of the MHAD Act, 1976. The Notice of Motion was made absolute by an order dated 25/08/2012, passed by the City Civil Court and the suit was held to be barred by limitation. Resultanty, Suit No.1448 of 2010 filed by M/s.P.R.Enterprises challenging the PAAA was dismissed as not maintainable.

12. In the L.C.Suit Nos.1505 of 2009 and 1506 of 2009, evidence affidavit was filed by the plaintiffs therein, as well as by the respondent No.3-firm, which was affirmed by its partner, Bhikamchand Jain, for and on behalf of the firm. During the pendency of the suits, on 07/09/2012, the consent terms were drawn between the respective plaintiffs and respondent No.3-Firm and the key features of the consent terms can be culled out as under :-

> "(a) Respondent No.3 shall provide to the plaintiff, permanent alternate accommodation, on an ownership basis admeasuring 385 sq.ft. plus 35% fungible FSI.
>
> (b) Respondent No.3 to pay Rs.3 Lakhs being transit charges @ Rs.12,000/- p.m. on or before 15.12.2012.
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> (c) Respondent No.3 shall pay Rs.22 Lakhs on or before 15.12.2012, being amount for inconvenience and damages.
>
> (d) Respondent No.3 undertake to construct PAA and provide the same to the plaintiff on or before 31.1.2016.
>
> (e) In the event of delay in providing permanent alternate accommodation, the further transit compensation shall be paid at the rate of Rs.20,000/- per month with an increase @ 20%, per quarter for a further period beyond 31.1.2016."

It is noted that the consent terms are inked by Advocate Kachare on behalf of the firm and also by Bhikamchand Jain, in his capacity as partner of M/s.P.R.Enterprises, alongwith the respective plaintiffs.

13. The petitioners/plaintiffs forwarded the copy of the consent terms signed by Bhikamchand Jain to all other partners of M/s.P.R.Enterprises on 12/09/2012 by drawing attention of the partners to its contents and afforded an opportunity to raise objection, if any, on or before 28/09/2012, failing which it was to be presumed that, the consent terms are acceptable to all the partners, being duly executed by Bhikamchand Jain, on behalf of respondent No.3-firm.

On 27/11/2012, L.C. Suit No.1505 of 2009 came to be decreed alongwith L.C. Suit No.1506 of 2009 against defendant Nos.1 to 3 and it was dismissed against MBR & RB.

14. This resulted in institution of Special Darkhast by the decree-holders before the Joint Civil Judge, Senior Division, Thane for attachment of the property in form of shop of Bhikamchand Jain, father of respondent No.5, Rajendra Bhikamchand Jain, another partner in M/s.P.R.Enterprises and who is the petitioner in the other two writ petitions. In the execution proceedings, respondent No.3 made full and final payment of Rs.25.50 Lakhs by a pay order drawn in favour of the petitioner's father, pursuant to which the attachment was raised. The pursis filed on behalf of the judgment-debtor recorded that the remaining part of the consent decree shall by complied with by him. A receipt was passed by the petitioners on receipt of sum of Rs.25 Lakhs, as full and final settlement in the Special Darkhast.

15. In the year 2016, Execution Application came to be filed once against by the decree-holders in the respective suits against the three partners of M/s.P.R.Enterprises, namely, Zakir Kachwala, Shabbir Kachwala and Hasnain Kachwala. The application was limited to the said partners, since a Deed of Retirement was executed on 31/03/2014 under which, Bhikamchand Jain alongwith 8 other partners retired from the partnership and the partners who continued are, Zakir Kachwala, Shabbir Kachwala and Hasnain Kachwala. Pertinent to note that Rajendra Bhikamchand Jain is also one of the 'retiring partners', alongwith his father, Bhikamchand Jain. As far as the terms of Retirement Deed are concerned, upon which the liability of Bhikamchand Jain and Rajendra Jain would depend upon, would be referred to a little later.

In the Execution Application Nos.312 of 2016 and 313 of 2016, respondent No.3-firm tendered a cheque for an amount of Rs.2,58,000/- on 04/12/2017 in satisfaction of the Execution Application towards transit charges upto 30/06/2016 and the petitioners handed over possession of Room Nos.15 and 15A and Room Nos.16 and 16A to the respondent No.3-firm.

16. Another event, which run parallel to these proceedings, is two Notice of Motion Nos.4197 of 2016 and 4198 of 2016, filed by Mr.M.A.Adenwala, Advocate for defendant No.3, objecting the execution under Section 47 of the CPC and the affidavit in support of the Notices of Motion is filed by the continuing partner Hasnain Kachwala. The Notice of Motion filed in both the suits, inter alia, sought the following relief :-

> “a) That this Hon’ble court be pleased to decide and hold that the consent terms dated 7th Sept, 2012 passed in L.C.Suit No.1505/2009 are null, void ab inito, inconsinable, not binding on the Defendant No.3, they are without the consent and authority of Defendant No.3, smell of conspiracy and fraud on this Hon’ble Court and beyond the scope of the suit and jurisdiction of this Hon’ble court and beyond the scope of the suit and jurisdiction of this Hon’ble court and consequently Judgment and decree passed on 27 th November, 2007 is Null void ab initio, beyond the scope of the suit, and without Jurisdiction of this Hon’ble court, in contempt of orders of the Hon’ble High court dated 15th March, 2010 in Civil Writ Petition No.1523 of 2010 and therefore inexecutable therefore execution application No.313 of 2106 be to be dismissed. 2012 with costs.”

17. On 30/11/2017, the learned Judge of the City Civil Court recorded two events; (1) the decree-holder on receipt of an amount of Rs.2,58,000/- in satisfaction of the present execution application, has handed over the possession of residential premises being Nos.15 and 15A of Dadabhai Chawl No.4, N.M.Joshi Marg, Mumbai to defendant No.3, keeping open his rights in executing the decree in L.C.Suit Nos.1505 of 2009 and 1506 of 2009. Execution Application Nos.312 of 2016 and 313 of 2016 were disposed off, with liberty to take further execution, if the plaintiff desire. Another event, which is recorded in the same order is to the following effect :-

> "Defendant No.3 filed affidavit and sought Notice of Motion No.4197/2016 and Notice of Motion No.4198 of 2016 be disposed off. Accordingly, Notice of Motion No.4197 of 2016 and Notice of Motion No.4198 of 2016 disposed off being withdrawn. Notice of Motion No.4152 of 2016 is also disposed off being withdrawn."

The roznama further record as under :-

> "Plaintiff is present before the Court. Partners of defendant No.3 are also present before the Court."

18. Another Notice of Motion came to be filed in the two suits instituted by the two plaintiffs and this time by Rajendra, son of Bhikamchand Jain, seeking the following relief :-

> "b) That It be held that the consent terms dated 7th Sept, 2012 are obtaining by playing fraud on the Hon'ble Court as well as the Applicant and Defendant No.3 firm, are illegal, not binding on the Applicant and are malafide, beyond the scope of the suit and beyond the jurisdiction of this Hon'ble court, as they cannot be acted upon. Consequently the consent terms dated 7th September 2012 was sought to be set aside and revoked and the Judgment and order dated 27th November, 2012 decreeing the L.C.Suit No.1505 of 2009 suit as per consent terms against Defendant No.3 and Applicant was prayed to be

set aside and the suit be set for hearing from the stage as it was on 7th Sept, 2012;

(c) That pending hearing and final disposal of the Notice of motion the operation, implementation effect and execution of the judgment, order and decree dated 27th November, 2012 passed in L.C.Suit No.1505 of 2009 against Applicant No.3 be stayed;

e) That the Plaintiff be ordered to deposit the sum of Rs.25,50,000/- illegally recovered vide previous execution application in this Hon'ble court."

An affidavit in support of Notice of Motion for setting aside the consent terms dated 07/09/2012 is filed by Rajendra Jain, where he admit that he has retired from the partnership of defendant No.3-firm in March, 2014 by Deed of Retirement dated 31/03/2014. He allege that the earlier partner Bhikamchand Jain was dealing with the matter, but he had not informed the other partners about the progress of the proceedings in the suit. The following averments are made in the said affidavit :-

"7. I say from the records of the firm I have found that the said consent terms 7th Sept, 2012 in L.C.Suit No.1505 of 2009 have been executed by the retiring partner Shri Bikhamcand B Jain without any authority and the said consent terms are malafide, against the interest of the firm, unconsinable and smell of conspiracy between the Plaintiff and Shri Bhikamchand B. Jain the retiring partners. I say as per the provisions of the Indian Partnership Act, 1932, No partner has implied authority to submit to a decree or execute compromise or consent against the interest of the firm. The said consent terms are therefore not binding on the firm i.e. Defendant No.3. The said consent terms are in contravention of Section 19(2) and other Provisions of Indian Partnership Act, 1932. I say as per provision of Indian Partnership Act the consent terms or compromise in Suits is required to be entered into and executed through all partners of the firm. I say any one partner is not entitled to enter into or authorize the compromise. I crave leave to refer to and rely upon the provisions of Indian Partnership Act, 1932. Besides the Said consent terms are also contrary to the provisions of Order XXIII.

8. I say the consent terms dated 7-9-2012 have been got executed by playing fraud upon the Hon'ble court and also upon the Defendant No.3 and its partners. The Said consent terms are null void and illegal. I crave to rely upon the Roznama of the Hon'ble. The Plaintiff has mislead the Hon'ble court in as much as he has no informed the Hon'ble court that the Defendant No.3 is a partnership firm and he has represented that firm belongs to Bhikamchand Jain alone therefore learned Judge has recorded in Roznama that the Defendant No.3 is present."

19. The orders impugned in the two writ petitions are passed on Notice of Motion Nos.336 and 337 of 2021 in Suit Nos.1505 and 1506 of 2009, filed Rakesh Agarwal and Kavishanlal Agarwal, being aggrieved by the modification of the consent terms, by the learned Judge, City Civil Court who has unilaterally modified the consent terms by deleting the words "on ownership basis" and also the direction of the learned Judge to pay requisite court fee on the sum of Rs.25,00,000/- as per provisions of the Maharashtra Court Fees Act, 1959. Rajendra Jain, who is the other petitioner in two writ petitions, is aggrieved by refusal to entertain the prayers made in the Notice of Motion, praying for setting aside the consent terms arrived at between the plaintiffs and the respondent No.3-firm and resultantly, setting aside the judgment and order in the two suits, filed by the Agarwals. This is the cause for the respective parties to file the writ petitions before this Court.

20. I have heard learned counsel for the petitioners, Rakesh Agarwal and Kavishanlal Agarwal, who submit that the Notices of Motion filed by Rajendra Jain, by invoking Section 151 of the CPC for setting aside the consent decree dated 27/11/2012 in the respective suits is a faux-pas, as he is the son of Bhikamchand Jain, who was a signatory to the consent terms, being authorised on behalf of M/s. P.R.Enterprises.

My attention is invited to an affidavit filed by Bhikamchand Jain in the Execution Applications where he depose that the Execution Application was transferred to the

Court of Civil Judge, Senior Division at Thane as attachment of his personal properties situated in Thane was sought. He admit that the consent terms dtd.07/09/2012 entered into between the plaintiff and defendant No.3 were signed by him as authorised signatory of the partnership firm and not in his personal capacity. My attention is also invited to the letter dated 12/09/2012, by which the plaintiffs had intimated the partners of defendant No.3 about the consent terms dated 07/09/2012, under the signature of Bhikamchand Jain, for and on behalf of M/s.P.R.Enterprises. The learned counsel for the petitioners submits that Notice of Motion taken out by Rajendra Jain is barred by limitation as he has now woken up from slumber and prayed for setting aside the consent terms dated 07/09/2012, almost after a decade. It is submitted that the consent terms are acted on two occasions, in the execution proceedings taken out by the petitioners. Further, the consent terms are filed in proceedings in which the MCGM is also a party and the decree passed by the City Civil Court is in terms of the consent terms drawn between the plaintiffs and respondent No.3 and on merits against other respondents i.e. MCGM and MHADA. Resultantly, the suit is decreed against respondent Nos.1 to 3 and dismissed against respondent No.4, but they had never objected to the said decree.

The short contention is, on account of the compromise reached, the suit is decreed against the MCGM, but the decree is never challenged by it. Further, on the basis of the consent terms, it is recorded that the petitioner shall occupy the premises as 'owner' and the submission of the learned counsel is, all other occupants who were the tenants in Dadabhai Chawl No.4, alongwith them are allotted the premises on ownership basis whereas by a modification in the consent terms, only the petitioners are denuded of their right to occupy as "owner". On behalf of the petitioners it is canvassed that an earlier suit which was filed by the respondent No.3-firm against the petitioner, which was affirmed by Bhikamchand Jain as partner of the firm and in which the firm sought a declaration that the PAAA executed between the plaintiffs and defendant No.3 is bad-in-law and illegal, has met its fate, when the plaint was rejected on an application taken out by them under Order VII Rule 11 of the CPC and as such another partner of the firm cannot again question the said agreements and decrees, by filing Notices of Motion. The father and the son, being partners of the firm had retired in 2014, but in execution proceedings when money was paid to the petitioners, they continued to be the partners and pre-supposedly are aware about the money being paid from the account of the firm, is the submission. In any case, if the power of attorney **(POA)** in favour of Bhikamchand Jain is perused, it contain a power to compromise the suit and, therefore, when there was a compromise arrived at, based on which the suit is decreed, one of the partners at his sweet whims cannot cry hoax and request the Court to turn down the consent terms and, resultantly, the decree itself as null and void, on the pretext that since Order XXIII Rule 3(a) of the CPC bar an independent suit on the ground that the consent was not lawful. The petitioners, therefore, pray that the impugned order deserve to be upheld barring the modification to the consent terms, which could not in any case, be a unilateral exercise and direction to pay the requisite court fee also call for interference.

21. The learned counsel Mr.Adenwala, who represented Bhikamchand Jain in the earlier proceedings and now represent the petitioner-Rajendra Jain, assert that the void or voidable consent terms cannot be termed as lawful and consent decree cannot be passed in excess of subject matter in the suit and though compromise can be taken on record, the decree must be restricted to the subject matter. His submission is, if it is accepted that the partner has retired on

31/03/2014, his liability continued in 2016, it would result in absurdity. Relying upon the Order XXI Rule 50 of the CPC his submission is, the liability can only be fastened on a partner who is adjudged as a partner on the date of accrual of the liability. The learned counsel would also submit that the withdrawal of the Notice of Motion Nos.4197 of 2016 and 4152 of 2016 filed by M/s.P.R.Enterprises do not act as a bar in bringing the present Notice of Motion. In any case, his submission is, the said Notices of Motion were not decided on merits and as on 13/11/2017, Rajendra Jain was not a partner of M/s. P.R.Enterprises. The reliance on the power of attorney by the learned Judge is frowned upon by arguing that, in absence of any usage, custom or trade to the contrary, the implied authority of a partner does not empower him to compromise or relinquish any claim or portion of claim by the firm or withdraw a suit or proceedings against the firm or to admit any liability in the suit proceedings against the firm. Reliance is sought to be placed on Sections 22 and 23 of the Indian Partnership Act, 1932 to support his submission that signing of the consent terms is not the ordinary course of business of the firm and therefore an instrument executed by a partner shall not bind the firm. The earlier execution proceedings, according to Mr.Adenwala reveal that, earlier the decree was sought to be executed against personal property of Bhikamchand Jain, who made payments from his personal funds, by depositing amount in the account of the firm. The argument advanced is that the execution of the decree is not sought against M/s.P.R.Enterprises, but it is sought against the former partner, who admittedly retired on 31/03/2014 and by inviting my attention to the format of the Execution Application, it is sought to be argued that the decree-holder has chosen to proceed only against Rajendra Jain and that too on the basis of a decree, which is obtained by fraud and conspiracy.

22. The chronology of events exhaustively referred above, lead me to certain facts being established, to the effect that a general power of attorney came to be executed on 22/09/1995, by M/s.P.R.Enterprises, who had acquired interest in immoveable property situated in C.S.No.829, 1/829, 1/830 of Lower Parel Division and it had appointed Babulal Bhikamchand Jain and Bhikamchand Baxiram Jain as lawful attorneys empowering them as under :-

> "Jointly and severally to do all acts, deeds, matters and things which we ourselves could have done had we been personally present, it being our intention that all matters pertaining to the business or business of the said firm of

> M/s.P.R.Enterprises including all matters pertaining to the said property should be under the control and management of our partners."

The power of attorney permitted them to execute the following acts, deeds, matter and things, namely, to negotiate, settle, compromise and/or otherwise arrive at and make any agreement or arrangement with any or some or all of the tenants on the said property, more particularly described in the Schedule hereunder written for the general purpose of development of the said properties or any of them or part or portion thereof, for the purpose to obtain vacant possession of the premises from the concerned tenants or surrender or provide an accommodation of permanent or temporary nature to the concerned tenants.

Clause 16 permitted them to compromise and prosecute any action in the following manner :-

> "To compromise and prosecute any action suits or other proceeding at all against any person or persons in respect of any of the matters or things therein contained in other matter or thing relating to our office and to defend actions suits or other proceedings."

The power of attorney is signed by the eight partners of the partnership firm, including Rajendra Bhikamchand Jain, his own son. Admittedly, the said power of attorney, which is in the nature of general power of attorney, was never terminated.

23. Deriving power from the said document, agreements came to be executed between the petitioners Kavishanlal Agarwal (Room Nos.16 & 16A) and Rakesh Agarwal (Room Nos.15 & 15A) in Dadabhai Chawl as tenants/occupants on one hand and M/s.P.R.Enterprises, a registered partnership firm referred to as the 'owner/developer', which deemed to mean and include the partners or partner thereof for the time being constituting the firm on one part. Since the building was sought to be redeveloped under the agreement, the developer acknowledged the tenancy of the petitioners and held them entitled to a permanent alternate accommodation within 18 months from the date of handing over the possession of the existing tenanted premises. The builder agreed to provide permanent alternate premises in the new building with the amenities, the list of which was appended alongwith the agreement and he also agreed that the area of the transit camp for each tenant would be between 225 to 250 sq.ft. The agreement is signed by M/s.P.R.Enterprises through Bhikamchand Jain. On an attempt being made to cancel the agreement, since notice was received by the two tenants from

MCGM, L.C.Suit Nos.1505/09 and 1506/09 were instituted by the petitioners, challenging the eviction notice and the alternate transit accommodation being provided at Govandi. It is in these proceedings, the consent terms were recorded between the plaintiffs in the respective suits and defendant No.3, the partnership firm, with a stipulation that all the terms and conditions of the agreement dated 30/06/2002 shall be binding on the parties save and except :

> "(a)The Defendant No.3 shall provide permanent alternate accommodation on ownership basis admeasuring 385 sq.ft. carpet area plus 35% of fungible FSI as permissible under GR dated 6th January, 2012 and agreement dated 30th June, 2002 being (Exhibit 11 to the plaint) stands modify to that extent.
>
> (b)The defendant no.3 shall pay sum of Rs.3,00,000/- (Rs.Three lakhs only) being transit charges for 25 months at the rate of Rs.12,000/- (Rs.Twelve Thousand only) per month to the plaintiff on or before 15th December, 2012.
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> (c)The defendant no.3 shall also pay sum of Rs.22,00,000/- (Rs.Twenty Two Lakhs only) to plaintiff on or before 15th December, 2012.
>
> (d) Upon receiving payments as mentioned in clause (b) and (c) above, the plaintiff shall vacate and handover peaceful possession of suit premises to defendant no.3 on or before 1.1.2013 for reconstruction purpose."

The defendant firm had undertaken that it will construct permanent alternate accommodation on the said plots and provide the same to the plaintiffs on or before 31/01/2016, time being essence and in the event of delay, further transit compensation shall be paid at the rate of Rs.20,000/- per month with increase at the rate of 20% per quarter. Rest of the terms and conditions of the agreement were held to be binding on the parties. Another important clause in the consent terms reads thus :

> "6. Needless to state that consent terms shall be binding on each and every partner of defendant No.3-firm."

24. The parties submitted their undertaking to the Court that they will abide by the respective statements and breach of which would entail an action for contempt. The consent terms are signed by the plaintiffs and their respective counsel as well as Advocate R.N.Kachare for defendant No.3 and Bhikamchand Jain as partner of the M/s.P.R.Enterprises. Based on these consent terms, the City Civil Court recorded that in view of the compromise pursis filed at Exh.45, the issue framed in the suit, as to whether the plaintiff is entitled to be accommodated in the proposed transit camp in the said locality, has become redundant, since rent of transit accommodation by way of compensation was agreed to be at the rate of Rs.12,000/- per month for a period of 15 months and thereafter, Rs.20,000/- with cost of Rs.3,00,000/-. Resultantly, the suit is decreed with costs against defendant

Nos.1 to 3, but dismissed against defendant No.4. Notices dated 20/02/2009 and 04/03/2009 issued by the MCGM were held to be illegal. The decree was directed to be drawn accordingly and against defendant No.3 as per terms and conditions of consent terms at Exh.45.

The record clearly reveal that the signatory to the consent terms is Shri Bhikamchand Jain, partner of M/s.P.R.Enterprises and the suit came to be decreed against the said firm, but pertinent to note that no partner of the firm ever assailed the said decree for want of authority in Bhikamchand Jain either to compromise or to file the consent terms and facts disclose that the consent terms were forwarded by the petitioners to all the partners of the firm.

25. The petitioners filed execution by Special Darkhast wherein, they sought attachment and sale of defendant No.3's property and the decree-holder projected that Bhikamchand Jain, who is admitted to be a partner of defendant No.3, is absolute owner of the scheduled property and he is liable to satisfy the said decree. By order dated 17/09/2013, the property, being Shop Nos.3 and 4, Lily Apartment, Parsi Agyari Lane, Thane was attached by the concerned Court in Thane. Pursuant to the above order, defendant No.3 made payment of Rs.25.50 Lakhs by pay order drawn in favour of the petitioners and the attachment of the property of Bhikamchand Jain was raised. It is to be noted that the pay order was issued from the account of M/s.P.R.Enterprises in which Rajendra Jain was also a partner and since the amount came to be paid from the account of the firm, he is expected to have knowledge alongwith other partners, about the amount being paid towards satisfaction of the decree.

After three years, another Execution Application came to be filed against the existing partners of M/s.P.R.Enterprises, in the wake of Deed of Retirement executed on 31/03/2014, wherein Bhikamchand Jain and Rajendra Jain, sought retirement and at this stage, I shall refer to the relevant clauses of the Retirement Deed.

As on 31/03/2014, the share of the partners in the profit and losses, assets and liabilities in the partnership firm of 13 partners was set out, wherein Bhikamchand Jain and Rajendra Jain shared 8% stake. By the said Deed of Retirement, partner Nos.1 to 7 and 11 to 13 jointly and severally decided to retire by executing and signing the Retirement Deed and power of attorney in favour of Zakir Abdeali Kachwala. The other partners who continued with the partnership are, Shabbir Kachwala and Hasnain Kachwala, who agreed to continue the business of the partnership firm between them and clause (h) of the said Deed of Retirement reads as under :-

> "(h) It is expressly agreed that the above said Retiring Partners Nos.1 and 2 shall not be liable for any known and/or unknown liabilities, dues, actions, direct or indirect taxes, charges, penalties, fines, cost etc. of whatsoever nature in suits, complaints and any other judicial and/or quasi judicial proceedings of whatsoever nature against the said partnership firm and its above said Retiring Partners Nos.1 and 2, in any manners and the entire responsibility and liabilities thereof hereby indemnified and completely taken care by the above said Retiring Partner Nos.3 to 9 and Continuing Partners Nos.1 to 3 at their own risk and cost against the same and they shall take care of it in future."

Pertinent to note that Bhikamchand Jain and Rajendra Jain are retiring partner Nos.3 and 7 respectively. By virtue of clause (h), the responsibilities and liabilities of partner Nos.1 and 2 are indemnified and taken care of by the retiring partner Nos.3 to 9, including Bhikamchand Jain and Rajendra Jain. In the wake of this Retirement Deed, when the Execution Applications were filed, an affidavit-in-reply was filed by Bhikamchand Jain where he categorically admit about payment of Rs.25,50,000/- pursuant to which the attachment on his property was raised. He refer to the Retirement Deed and state that he stood retired from M/s. P.R.Enterprises and three partners continue to remain as partners of M/s.P.R.Enterprises w.e.f. 31/03/2014. He make a categorical statement in the affidavit, which reads thus :-

> "I say that the consent terms dated 7th September, 2012 were signed by as Authorized signatory of the said partnership firm and not as personal."

Another admission in the said affidavit is,

> "I say that after execution of the said Deed of Retirement the continuing partners viz. Shri Zakir Abdeali Kachwala, Hasnain Zakir Kachwala and Shabbir Abdeali Kachwala took charge of the said Partnership firm and started looking after the affairs of the property of the firm. I say that one of the continuing partners Shri Zakir Abdeali Kachwala issued Notice dated 25th April 2015 through Advocate Mr.H.H.Lakadawala to the Plaintiff admitting the liability of the Firm regarding the temporary monthly compensation and the allotment of permanent alternate accommodation and the same has been replied by the Plaintiff/DH. It is pertinent to note that Plaintiff/DH has annexed the said Notice dated 25th April 2015 issued by Advocate Mr.H.A.Lakadawala and the said Reply dated 1st May 2015 given by the Plaintiff to the Affidavit in Support."

In view of the Deed of Retirement, Bhikamchand Jain pleaded that the liability is of the continuing partners to pay the amount, if any, due and payable to the plaintiffs, on the basis of the decree in their favour.

26. Bhikamchand Jain has given a clear admission that he signed the terms of consent on behalf of the partnership firm and, therefore, no partner can now stake a claim that it does not bind the partnership firm. Once again in the Execution Application, M/s.P.R.Enterprises tendered a cheque towards the satisfaction of the decree, being transit charges upto 30/06/2016, necessarily conveying that the continuing partners of defendant No.3 admitted the liability of M/s.P.R.Enterprises. Since the amount was received towards the transit charges, the petitioners handed over the possession of their respective rooms to defendant No.3 by keeping open, the right to execute the decree. That is how the Execution Applications came to be disposed off. On the very same date, the two applications in form of Notice of Motion Nos.4197 of 2016 and 4198 of 2016, which were filed by defendant No.3 were also disposed off as withdrawn.

Now let me turn to Notice of Motion Nos.4197 of 2016 and 4198 of 2016 filed in the two suits. These Notices of Motion raised common objection to the execution and the affidavit in support is affirmed by Hasnain Kachwala, who challenged the consent terms and the decree passed thereupon, on the ground that Bhikamchand Jain had signed the terms behind the back of the partners and without their consent and knowledge and, therefore, the consent terms are null and void and not binding on other partners. An objection was raised that the consent terms are not signed by all the partners of the firm nor they were approved by them and the partners of the firm had not specifically authorized Bhikamchand Jain to file the consent terms. These Notices of Motion were withdrawn by defendant No.3. Pertinent to note that when this order was passed on 30/11/2017, the Court recorded the presence of the plaintiffs and the partners of defendant No.3.

In the sequence of events, it is necessary to mention that these Notices of Motion were filed by respondent No.3 through Advocate Mr.Adenwala, who is today representing Rajendra Jain, in the proceedings before me.

27. In the backdrop of the whole scenario, the Notices of Motion on which the impugned orders are passed, are taken out. If the Notices of Motion are to be compared with the earlier Notice of Motion filed by respondent No.3, the affidavit in support filed by Rajendra Jain exhibit a similar challenge, that the consent decree was beyond the jurisdiction of the Court and ought not to have been granted as such, alongwith the plea that the consent terms are not signed by him as a partner and are executed behind his back and, therefore, are not binding upon him.

28. The entire sequence of events will have to be appreciated in the background of Order XXI Rule 50 of the CPC, which provide for execution of decree against a firm and the following mode is provided.

> **50. Execution of decree against firm.- (**1) Where a decree has been passed against a firm, execution may be granted -
>
> (a) against any property of the partnership;
>
> (b) against any person who has appeared in his own name under rule 6 or rule 7 or Order XXX or who has admitted on the pleadings that he is, or who has been adjudged to be, a partner;
>
> (c) against any person who has been individually served as a partner with a summons and has failed to appear:
>
> Provided that nothing in this sub-rule shall be deemed to limit or otherwise affect the provisions of section 30 of the Indian Partnership Act 1932, (9 of 1932)".

29. The decree against a firm can thus be executed against property of the firm, against any person, who has appeared in his own name under Rule 6 or 7 of Order XXX or who has admitted on pleadings that he is, or who has been adjudged to be a partner; against any person who has been individually served as a partner with a summons and has failed to appear.

30. In ***Gambhir Mal Pandiya (since deceased) and after him his heirs and legal representatives & Ors. Vs. J.K.Jute Mills Co.Ltd., Kanpur & Anr.***[1], the Hon'ble Supreme Court summarized the practice which was in vogue under the English rules and when it came to execution of decree against a firm, which rule is reproduced as Order 30 and or 21 Rule 50 of the CPC. The following observations in this context are relevant.

> "Order 30 deals with procedure in suits against firms in the firm name, and Order 21 Rule 50, with the execution of decrees obtained against firms. These provisions are in themselves a Code. To understand the meaning of Rule 50 (Order 21), one must first consider the provisions of Order 30, which contains ten rules. The first rule enables a plaintiff to sue in the name of the firm, two or more persons liable as partners, or of which they were partners when the cause of action accrued; and the plaintiff may also apply to the court for a statement of the names and addresses of the persons who were, at the time of the accrual of the cause of action, partners in such firm. The rule also permits the signing of the written statement and the verification by one partner only. The second rule enables the defendant to ask for the disclosure of the names of partners, where a firm sues as a plaintiff. The third rule then provides for service of summons upon the firm and the partners. Such summons may be served, as the Court may direct:-

1 (1963) 2 SCR 190

(a) upon all or any of the partners; or

(b) upon any person having control or management of the business, at the principal place of business of the firm within India.

In para 9 it is observed as under :-

"That rule enables a decree obtained against a partnership firm to be executed against the property of the partnership. Next, it enables the decree to be executed individually against a person who appeared in his own name under Rule 6 or Rule 7 of Order 30 or who admitted on the record or was adjudged to be a partner. Next, the decree can be executed against any person who is served individually as a partner but has failed to appear. Next, it permits the decree to be executed with the leave of the Court against persons belonging to the category of the persons abovementioned, provided that they are summoned and either admit their liability or after an issue is tried, their liability is determined.

In our judgment, the view expressed in these later cases is the correct one. As we have pointed out, Order 30 of the code permits suits to be brought against firms. The summons may be issued against the firm or against persons who are alleged to be partners individually. The suit, however, proceeds only against the firm. Any person who is summoned can appear, and prove that he is not a partner and never was; but if he raises that defence, he cannot defend the firm. Persons who admit that they are partners may defend the firm, take as many pleas as they like but not enter upon issues between themselves. When the decree is passed, it is against the firm. Such a decree is capable of being executed against the property of the partnership and also against two classes of persons individually. They are (1) persons who appeared in answer to summons served on them as partners and either admitted that they were partners or were found to be so, and (2) persons who were summoned as partners but stayed away. The decree can also be executed against persons who were not summoned in the suit as partners, but Rule 50(2) of Order 21 gives them an opportunity of showing cause and the plaintiff must prove their liability. This enquiry does not entitle the person summoned to reopen the decree. He can only prove that be was not a partner, and in a proper case, that the decree is the result of collusion, fraud or the like. But, he cannot claim to have other matters tried, so to speak, between himself and his other partners. Once he admits that he is a partner and has no special defence of collusion, fraud, etc. the Court must give leave forthwith."

31. The Hon'ble Supreme Court in case of ***Topanmal Chhotamal Vs Kundomal Gangaram and Ors.***[2] interpreted the provision contained in Order XXI Rule 50 (1) besides Order XXX Rule 3 and Rule 6 of the CPC by consolidating the effect of the aforesaid provision and has held as under :-

"The gist of the said provisions may be stated thus: A decree against a firm can be executed-

(i) against the property of the partnership,

(ii) against any person who has appeared in the suit individually in his own name and has been served with a notice under Rule 6 or 7 of Order XXX of the CPC,

(iii) against a person who has admitted on the pleadings that he is or has been adjudged a partner, or

2 AIR 1960 SC 388

(iv) against any person who has been served with notice individually as a partner but has failed to appear. The decree against the firm can be executed against the personal property of such persons."

32. The Hon'ble Supreme Court in case of ***Ashutosh Vs. State of Rajasthan & Ors.***[3], has elucidated the scope of the aforesaid provision by holding that a partner is liable for a partnership debt unless there is implied or expressed restriction and it is open for the creditor to recover the debt from any one or more of the partners. The following observations are relevant.

> "The execution under this Rule can only be granted where a decree has been passed against a firm. A decree against the firm must perforce be in the firm's name. Under this Rule, execution may be granted against the partnership property. It may also be granted against the partners, in which case the decree-holder may proceed against the separate property of the partners.
>
> In the case of Sahu Rajeshwar Nath vs. I.T.O. (AIR 1969 SC 667), this Court ruled that the liability of the partner of the firm is joint and several and it is open to a creditor of the firm to recover the debt of the firm from any one or more of the partners. In a decree against the partnership firm, each partner is personally liable except the minor whose liability is limited to his assets in the partnership.
>
> In the case of Mandalsa Devi Vs. M. Ramnarain (P) Ltd. (AIR 1965 SC 1718), while considering the scope of Order 21 Rule 50 this Court observed as follows:

3 (2005) 7 SCC 308

> "A suit by or in the name of a firm is really a suit by or in the name of all its partners. The decree passed in the suit, though in form against the firm, is in effect a decree against all the partners. Beyond doubt, in a normal case where all the partners of a firm are capable of being sued and of being adjudged judgment-debtors, a suit may be filed and a decree may be obtained against a firm under Order 30 of the Code of Civil Procedure, and such a decree may be executed against the property of the partnership and against all the partners by following the procedure of Order 21 Rule 50 of the Code of Civil Procedure."

33. In the wake of the authoritative pronouncements, when the application preferred by Rajendra Agarwal is perused, it is apparent that he is not merely restricting the relief to himself, but vide the Notice of Motion, he is challenging the decree itself. It is not his contention that he is not a partner of M/s.P.R.Entperprises, but admittedly he assert that he continued to be a partner of M/s.P.R.Enterprises till execution of the Retirement Deed on 31/03/2014, when he was transformed as a 'Retiring Partner'. However, by the said Retirement Deed, he has taken over the liability and the entire responsibility by indemnifying the retiring partner Nos.1 and 2, being Babulal Bhikamchand Jain and Bhikamchand Baxiram Jain, his father and grand-father, since clause (h) in the Retirement Deed specifically stipulate that the retiring partners 1 and 2 shall be absolved of all the known and/or unknown liabilities and other judicial and/or quasi judicial proceedings of whatsoever nature against the said partnership firm and the retiring partners 3 to 9, which include the petitioner-Rajendra Jain along with other retiring partners and continuing partner Nos.1 to 3 shall bear the liability/responsibility.. In the wake of the aforesaid, Rajendra Jain cannot be absolved of his responsibility and, particularly, when it is the choice of the decree-holder to execute a decree against a firm and in absence of any property of the partnership firm, against any person who has appeared in the suit and who has admitted on pleadings that he is a partner.

In the wake of the above, when the Execution Applications filed by the decree-holders in the respective suits, in form of the Special Darkhast of 2019 is perused, the decree is sought to be executed against Rajendra Jain, the then partner of the firm and the request is made to the Court to issue notice to him and to make him personally present before the Court by invoking Order XXI Rule 22 of the CPC, showing cause as to why the decree should not be executed against him. It is not clear from the pleadings in the petitions filed by Rajendra Jain whether in pursuance to the said notice, he had put an appearance and what is the further course of action adopted in the Special Darkhast. In any case that is a course open to him to contest the Execution Applications by raising the possible grounds, which are available to him in law. However, it is not permissible for him to enblock pose challenge to the decree based on consent by one of the partners of the firm with a power of attorney handed over to him, on the ground that the decree is obtained by collusion/fraud and specifically when the Notice of Motion filed by M/s.P.R.Enterprises, calling in question the consent decree on similar grounds, was not pressed. The learned Judge is, therefore, perfectly justified in dismissing the Notices of Motion filed by Rajendra Jain, who is none else than the son of the partner of respondent No.3, Bhikamchand Jain, who was authorised to sign the consent terms on behalf of the firm. The notice of the consent terms being signed by Bhikamchand Jain was also received by Rajendra Jain, but he never objected to the same. He kept mum in the two earlier rounds of execution filed by the plaintiffs, when directed against his father and at that time, the firm itself made the payment to satisfy the decree. I find no legal infirmity in the impugned order rejecting the Notices of Motion filed by him, since if the decree is executed against one of the partners, who has admitted to be a partner, in a firm, the amount under the decree can be recovered from him and the amount can be adjusted from the account of the firm at future point of time. In any case, pursuant to the Retirement Deed, the remaining partners, though retired and the continuing partners have agreed to take upon themselves the liability and responsibility of M/s.P.R.Enterprises and also Bhikamchand Jain, and this include Rajendra Jain, his own son. It is also being informed that the firm does not have any property other than the project in hand and as per the learned counsel for the respective tenants, the share of Rajendra Jain in the said project is already sold by him.

34. In Writ Petition Nos.2915 and 2917 of 2021, Hasnain Kachwala, the continuing partner of respondent No.3-firm has filed an affidavit on 15/07/2021 and he has made a following statement on oath :

> "I say that respondent No.3 is supporting the stand of the petitioners in the present writ petitions. In view thereof, this Hon'ble Court be pleased to pass appropriate order in the present writ petitions by making them absolute."

The impugned order, therefore, does not deserve any interference at instance of Rajendra Jain and the two petitions filed by him viz. Writ Petition (St) Nos.15626 of 2021 and 15627 of 2021 deserve dismissal.

35. At the same time, the impugned order requires interference at the instance of the petitioners in Writ Petition Nos.2915 of 2021 and 2917 of 2021, since the learned Judge was not justified to change the allotment in favour of the petitioners/plaintiffs in L.C.Suit Nos.1505 of 2009 and 1506 of 2009 'on ownership'' to 'non-ownership' , since all other tenants in the very same building have been granted accommodation in the new premises on ownership basis and there is no special reason recorded in the impugned order as to why only these two tenants/plaintiffs/petitioners are to be denied the same, when the consent terms agreed for allotment of the premises to them on 'ownership' basis.

As far as the court fee is concerned, it is payable on the plaint, application and appeal; there is no provision under the Maharashtra Court Fees Act to pay court fee on the basis of the outcome in a decree drawn on consent terms. The impugned order which direct the plaintiffs to pay requisite court fee on Rs.25,00,000/- cannot be justified by relying upon Section 12 of the Maharashtra Court Fees Act, 1959 on the ground that it is a deficit court fee. The valuation of the suit has to be determined at the time when the suit is instituted and depending upon the subject matter of the suit. The suit filed by the plaintiffs pose a challenge to the eviction notices issued by the MCGM when the transit accommodation was provided to them at Govandi and the plaintiffs merely sought accommodation in the adjoining Padmavati building as per the PAAA. The suit was compromised by the developer/the partnership firm, under the signature of one of its partners, where it was agreed to provide alternate accommodation to the plaintiffs on 'ownership basis' and the liability of transit charges per month was also undertaken. The amount of Rs.25,50,000/- was received by the petitioners towards the arrears of transit accommodation, on execution being filed. The court fee cannot be levied on the said amount, which is received by the plaintiffs while executing the decree. The impugned order, directing the plaintiffs to pay the court fee on receipt of Rs.25,50,000/- cannot be sustained and that part of the impugned order is set aside.

36. With the aforesaid two modifications, being the amendment directed to be effected by removing the words 'ownership' from the consent terms and directing the plaintiffs to pay court fee on amount of Rs.25,50,000/-, the impugned order is upheld.

Rule is made absolute in Writ Petition Nos.2915 of 2021 and 2917 of 2021 and it is discharged in Writ Petition (St) Nos.15626 of 2021 and 15627 of 2021.

Easy on costs.

(SMT. BHARATI DANGRE, J.)