IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 13.09.2021

PRONOUNCED ON : 09.12.2021

CORAM:

THE HONOURABLE MR.JUSTICE G.CHANDRASEKHARAN

C.R.P. (NPD) No.531 of 2021
and C.M.P. No.4594 of 2021

M/s.Seaeyes Stem Limited,
Formerly Known as Seaeyes Systems Ltd.,
Rep. by its Director,
39, MGR Road (Old No.22),
Kalashetra Colony,
Chennai - 600 090. ... Petitioner

versus

C.R.V.Joseph ... Respondent

PRAYER: Civil Revision Petition has been filed under Section 25 of the Tamil Nadu Buildings [Lease and Rent Control] Act, 1960, to set aside the fair and decreetal order passed in R.C.A.No.103 of 2016 dated 27.11.2020 on the file of the learned VII Judge, Small Causes Court, Chennai, in modifying the fair and decreetal order passed in R.C.O.P.No.753 of 2013 dated 22.12.2015 on the file of the learned Judge, XV Small Causes Court, Chennai.

For Petitioner : Mr.R.Murali
for Mr.M.Venkadesh Kumar

For Respondent : Mr.M.V.Vijaya Baskar

O R D E R

This Civil Revision Petition is filed challenging the judgment and decree of the learned Rent Control Appellate Authority / VII Judge, Small Causes Court, Chennai, in R.C.A.No.103 of 2016.

2. The respondent is the landlord of the building consists of ground floor and first floor in Door No.39, M.G.R.Road (Old No.22), Kalashetra Colony, Chennai - 600 090. The petitioner became tenant in this premises for residential purpose on a monthly rent of Rs.25,000/-. The monthly rent was revised from January 2013 at Rs.58,945/-, but the petitioner has been paying only the sum of Rs.25,000/-. The total area of the plot measures 4335 sq.ft. The superstructure consists of ground floor and first floor. The ground floor consists of the main building and rear quarter and the first floor is located on the main building. The petitioner occupies the entire built up area, appurtenant for residential purpose. The petition premises faces southern direction at MGR Salai. MG Road is just about 150 metres away from the petition premises.

3. This building is surrounded by Andhra Bank, HDFC Bank, SBI, Karnataka Bank, Surya Diabetics and Research Centre, Santosh Hospital, Velankanni Church, Murugan Idli Shop, Velankanni Community Hall, Chef Express, Elexir Vital Homeopathy Hospital, Illiots Beach, Ashtalakshmi Temple, Hotels, Nandanam and Cascade, State Bank of Travancore, Spencers Super Market, Reserve Bank Quarters, Reserve Bank Staff Quarters School, Kalashetra Dance School, Bus Stops and other commercial establishments. The market value of the site, is less than Rs.1.5 crores per ground.

4. The wall of the superstructure was constructed with 3 inches thick brick work in cement mortar and plastered with cement. Partly vitrified tiling and black Cudappah slabs in ground floor and mosaic flooring in first floor are provided. The doors, windows and ventilators are made of teak wood. The clear roof height measures 10 ft. walls 41/2 inches in thickness. RCC roofing and small quantum of Mangalore tiled roofing, in both ground and first floor exists. There is an inbuilt dog legged stair case within the superstructure used for vertical ascent. The wall interiors are cem paint coated. The age of the building is 32-33 years. This is Type-I, Class 'A' structure with 1% depreciation per annum.

5. The basic amenities, such as, three phase electric supply, bore well and well water supplies are available along with drainage connection to Corporation sewer facility. Schedule-I amenities include, overhead water tanks, electric motor, excess appurtenant land, all round compound wall, black cudappah stone, mosaic and vitrified tile floor areas, glazed walling in toilets and 2 geysers. Calculated as per norms, the fair rent comes to Rs.1,61,462/-. Therefore, this petition.

6. The petitioner filed counter challenging the case of the respondent with regard to the claim of the fair rent. It is admitted that there is Tenancy Agreement between the petitioner and the respondent and the monthly rent was fixed at Rs.25,000/-. At the time of taking possession, the building was in a very bad shape. The petitioner spent on extensive repair work to make it habitable. The petitioner spent huge sum in repairing work. The understanding was that, the petitioner will occupy the premises until the amount invested by the petitioner is returned with interest. They also agreed for the increase in rent after every 22 months. The rent now payable is Rs.35,000/- per month, which is being paid, without default after deducting TDS and the amount spent towards repair work. The minor repairs were not attended by the respondent and therefore, the petitioner was forced to do the minor repairs.

7. The area of the plot measures 4122.33 sq.ft. and the built up area is 1759.35 sq.ft. The building faces south of 28 feet wide MGR Salai. It is a very narrow road. There is a huge tree near the entrance and it makes even more narrower the approach. The claim that the building is surrounded by Banks and other establishments as claimed in the petition, is not correct. The premises is Type-1 building. The doors, windows and ventilators are made up of country wood and vitrified tiling, cuddapah slabs in the ground floor and first floor replaced by the petitioner, at the time of tenancy. The roof measures 8 feet and the age of the building, is 55 years. Water is not potable. Geyser and Sintex tanks were replaced by the petitioner. The value of the land would be only Rs.45,00,000/- per ground. The cost of the construction of the building is Rs.372/- per sq.ft. At the most fair rent will be fixed at Rs.37,500/-.

8. During enquiry before the learned Rent Controller, P.W.1, R.W.1 and R.W.2 were examined. Ex.P.1 to Ex.P.4 and Ex.R.1 to Ex.R.11 were marked. On considering the documentary and oral evidence, the learned Rent Controller fixed the fair rent of Rs.1,07,020/- per month. Against this order, the tenant preferred R.C.A.No.103 of 2016 and the landlord preferred R.C.A.No.282 of 2016. The learned Rent Control Appellate Authority, on considering the oral and documentary evidence, the order of the learned Rent Controller and the additional documents produced in the appeal enhanced the fair rent from Rs.1,07,020/- to Rs.2,51,317/- and dismissed the appeal filed by the tenant in R.C.A.No.103 of 2016 and allowed the appeal filed by the landlord in R.C.A.No.282 of 2016. Now, the tenant has filed this Civil Revision Petition, challenging the order of the learned Rent Control Appellate Authority in R.C.A.No.103 of 2016.

9. The learned counsel for the petitioner/tenant submitted that, originally the rent was fixed at Rs.25,000/- per month and it is claimed by the landlord that the rent was enhanced to Rs.58,945/- from January 2013. The fair rent was fixed at Rs.1,07,020/- by the learned Rent Controller and it was further enhanced by the learned Rent Control Appellate Authority to Rs.2,51,317/-. It is an abnormal increase of fair rent. The petitioner had already vacated the premises on 15.03.2018. The market value adopted for fixing the value of the land, the value adopted for the building, the age fixed for the building, are not based on scientific method or any valid data.

10. He further submitted that both the learned Rent Controller and the learned Rent Control Appellate Authority have not accepted the Sale Deeds as basis for fixing the market value of the land. However, they have taken the value in the Sale Deed along with other factors to fix the land value of the building. It is abnormally high. Appellate Court has admitted Exhibit P5 to Exhibit P8 documents without examining any witness. Petitioner was deprived of the opportunity of challenging these documents by cross examining the witnesses. Thus, the enhancement of fair rent from Rs.1,07,020 to Rs.2,51,317/- is not in accordance with law. Parties to the sample sale deed have not been examined to prove the contents of the sale deeds. Therefore, market value of the land cannot be determined on the basis of the sample deeds. Both the Courts below have failed to note the agreement entered into between the parties for enhancement of the fair rent of Rs.58,945/-. Therefore, the orders of both the learned Rent Controller and the learned Rent Control Appellate Authority have to be set aside and the fair rent petition has to be dismissed. In support of this submission, he relied on the following judgments. **2006 3 L.W. 650 in (T.V.Angappan another Vs. The State of Tamil Nadu, represented by the Secretary to Government, Education Department and others) and 2007 3 CTC 262 in (Greaves Limited Vs. V.S.Raghavan).**

11. In the judgment reported in **2006 3 L.W. 650** constitutional validity of Sections 4 and 5 of Tamil Nadu Buildings (Lease and Rents Control Act) 1960 was challenged. The division bench of this Court after analyzing the provisions and position of law, observed that cumulative reading of the scheme of Sections 4, 5 and 6 make it clear that the entire system is so balanced that the fixation of fair rent is stated to be a fair return on a percentage on the total cost of the building calculated on certain guiding principles. It is relevant to note that the first schedule appended to the Act gives a list of amenities which go with the property leased out in the matter of fixation of amenities. Hence, the fair rent fixation is not solely dependent on the market value of the site, but has several other factors which are provided for under Section 4. Taking note of the facts and circumstances, we have no hesitation in rejecting the contention of the petitioners that the provisions of Sections 4 and 5 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, suffer from arbitrariness to declare them as violative of Article 14 of the Constitution of India and hence, unconstitutional.

12. Finally, it was held in para 81 of the order that "Unlike the constraints that, the Courts of law have, legislature has wider space to legislate on to take into account, the demands of changing situations. There is greater need to approach the problem from a holistic perspective in matters of this nature. In the course of the arguments, we were given to understand by the learned Special Government pleader that the Government was contemplating an amendment to the provisions of the Rent Act. We hope that, keeping in mind, the sentiments expressed, the state will take remedial action soon to fine-tune the provisions of the Act to match the changes in time". Thus, it is seen from this judgment that the petitions filed for declaring Sections 4 and 5 of the Tamil Nadu Lease and Rent Control Act as unconstitutional were dismissed and Sections 4 and 5 have come to stay. Now Government of Tamil Nadu has enacted a new law titled "Tamil Nadu Regulation of Rights and Responsibilities of landlord and Tenants Act 2017". As of now we have no other optim except to follow Section 4 of Tamil Nadu Lease and Rent Control Act, for fixing fair rent in this case.

13. The judgment in **2007 (3) CTC 262** is relied for the proposition that while determining market value of the site, there should be neither unjust enrichment on the part of the landlord nor imposition of heavy cost on tenant. Appellate authority should give sufficient opportunity to opposite side before permitting additional evidence. Mere production and marking of document by consent is not sufficient to prove the contents of documents produced. In the cited case, the Rent Control Appellate Authority enhanced the fair rent to Rs.59,590/- from Rs.37,258/-. To fix this rent, appellate authority relied on a sale deed produced by the landlord Exhibit P6 in the appellate stage. This Court held that value of small plots cannot be the basis for fixation of market value for an extent of Rs.5702sqf. It is settled proposition of law that small plots do not provide useful guidance for determining the market value. Finding that Appellate Authority has not afforded an opportunity to the tenant in challenging Exhibit P6, which was marked in the Appellate Court and that only an undivided share of 18.38percent was sold under Exhibit P6, concluded that fixing the value of the land at Rs.25,00,000/- on the basis of Exhibit P6 was not correct. Taking all these factors into consideration, this Court modified the order of the Rent

Controller appellate Authority and fixed the fair rent at Rs.41,771/- by taking the value of the land at Rs.12,50,000/- instead of Rs.25,00,000/-.

14. The learned counsel for the petitioner strongly relied on this judgment in support of his case that even in this case, the petitioner's fair rent was enhanced by the Appellate Court on the basis of Exhibit P6 sale deed, which was received as additional evidence in the Appellate Court. No witness was examined for marking the documents and proving the documents. If the documents had been marked and examined through the concerned witnesses, petitioner would have had an opportunity of challenging the contents, especially the value given in the sale deed. That opportunity was not given to the petitioner. That apart, under Exhibit P6 only an undivided share to a small extent was sold. It is settled proposition of law that the value given for undivided small plot cannot form the basis for fixing a market value of the land. Thus, he submitted that the fair rent fixed by the appellate Court cannot be sustained and fair rent has to be reduced.

15. In response, the learned counsel for the respondent submitted that, originally the rent was fixed at Rs.25,000/- per month. Even today, the petitioner is paying only Rs.25,000/- per month. He has not paid the enhanced rent of Rs.58,945/- from January 2013. Therefore, Eviction Petition was filed against the petitioner. The petitioner has preferred this Revision only against R.C.A.No.103 of 2016 filed by him challenging the fair rent fixed by the learned Rent Controller. He has not preferred any Revision against the judgment in R.C.A.No.282 of 2016 filed by the landlord for enhancing the fair rent. The fair rent is now enhanced. Without filing the Revision against the judgment in R.C.A.No.282 of 2016, the petitioner cannot challenge the enhancement of fair rent.

16. He further submitted that both the Courts below have considered the oral and documentary evidence produced by both the parties, the sample Sale Deed, Engineers Report for fixing the fair rent. The fair rent was fixed in accordance with well settled principles and Section 4 of the Tamil Nadu Buildings [Lease and Rent Control] Act. It is not necessary to examine the parties to the documents to prove the market value of the land.

The fair rent fixed by the learned Rent Control Appellate Authority, is just proper and therefore, he prayed for dismissal of this Civil Revision Petition. In support of his submissions, he relied on the following judgment.

17. Judgment reported in **2001 (3) SCC 530 Land Acquisition Officer & Mandal Revenue Officer Vs. V.Narasaiah** is relied for the proposition that the decision in **Inder Singh Vs. Union of India** that certified copies in the sale deed could not be considered without examining persons connected with the transactions mentioned therein was over ruled in this case. This judgment was followed in **CDJ 2001 MHC 1088 (Susainathan and another Vs. T.Vijayan)** and in **CDJ 2007 MHC 4037 (V.Krishnamoorthy Vs. M.R.Lalitha & others)**. The judgment reported in **1986 (99) L.W. 269 (M/s.Dovo Tax Company by its partner A.R.Chinniah Vs. T.R.Ramnath and another)** is relied for the proposition that fair rent is fixed for the building in question in accordance with the provisions of the Act. It is not fair rent for the landlord or for the tenant, but for the building. As such the Rent Controller is free to fix the fair rent as per law untrammelled by the contentions of the parties.

18. Considered the rival submissions and perused the records.

19. There is no dispute with regard to the landlord and tenant relationship between the parties. There is also no dispute with regard to the fact that initially the premises was let out for Rs.25,000/-. The area of the plot measures 4335 sq.ft. The building consists of ground floor and first floor. The building situates in Kalashetra Colony. One of the important localities in Chennai. Absolutely, there is no dispute with regard to these facts and these are admitted facts. There are two Engineers Report, Analysis Report, Sketch filed in this case. There are two Sale Deeds as well. The respondent's side Engineer's Report, Sketch, Analysis Report, Sale Deed, were marked as Ex.P.1 to Ex.P.4. The petitioner's side Engineer's Report, Sale Deed, Analysis Report, Sketch, were marked as Ex.R.8 to Ex.R.11. The respondent examined only the Engineer. The petitioner examined Royappan as R.W.1 and Engineer as R.W.2.

20. On considering the oral and documentary evidence produced, the learned Rent Controller found from Ex.P.1 and Ex.R.8 Engineers' Reports that, both the reports classified the building as Type-1 Class 'A' building. Therefore, the building was classified as Type-1 Class 'A' building. The respondent's Engineer ascertained the age of the building as 33 years and the petitioner's Engineer ascertained the age of the building as 55 years. It is observed that, both the Engineers have not conducted any scientific test on the building to fix the age of the building. Taking into account the fact that, as the owner, the respondent is in better position to know about the age of the building, the learned Rent Controller fixed the age of the building as 33 years.

21. It is admitted case of the parties that the tenanted premises is an individual bungalow. The respondent's Engineer calculated the ground floor plinth area as 1369.31 sq.ft. and first floor plinth area as 806 sq.ft. The petitioner's Engineer calculated the first floor plinth area as 1320 sq.ft. and the first floor plinth area as 777.96 sq.ft. The respondent's Engineer has calculated the area of motor room, cantilevered slab area, dog house, sentry room. The petitioner's Engineer has not taken these areas into consideration. It was also admitted by the petitioner's engineer that he has not measured these areas. Therefore, the learned Rent Controller taking note of the fact, that the respondent's Engineer has filed his plan and sketch with detailed measurements, accepted Ex.P.1 and Ex.P.2 for fixing the plinth area and the cost of the construction as per PWD rate.

22. The learned Rent Controller has found from the evidence of P.W.1, R.W.1 and R.W.2 that, all the basic amenities are available and awarded 15% towards basic amenities. The petition premises has overhead tank, mosaic and vitrified tile flooring, electric motor, excess appurtenant land and black cudappah stone, compound wall. The availability of all these Schedule-I amenities were admitted by the petitioner and his Engineer. The petitioner's Engineer gave 3% towards Schedule-I amenities and respondent's Engineer gave 10% for Schedule-I amenities. Giving 1% to each of the amenities available, the learned Rent Controller granted 6% towards Schedule-I amenities. Depreciation was based on the age of the building as 33 years. Depreciation was given as 0.7177.

23. When it comes to land value, the learned Rent Controller found that, the respondent's Engineer gave the market value of the land as Rs.2,50,00,000/- per ground on the basis of Ex.P.3 Sale Deed and Analysis Report. Petitioner stated that the market value of the land is Rs.57,00,000/- per ground. Petitioner produced Ex.R.9 Sale Deed for the premises in Besant Nagar. The respondent filed Sale Deed pertaining to Kalashetra Road, Thangal Patai, Tiruvanmiyur. Finding that, both the Sale Deeds do not relate to the Street where the petition premises situates. The road leading to the petition premises is 30 feet width and it does not have bus transport facility, the distance between the petition premises and the model Sale Deed, is about 1.6 kms. The learned Rent Controller held that the petitioner's Engineer Report could not be accepted for fixing the land value. Both the Engineers, according to the learned Rent Controller have given value on the basis of their assumption and not based on any supportive evidence. Taking into consideration, the locational advantages of the building, fixed the market value of the premises at Rs.1,00,00,000/- per ground.

24. On the aforesaid calculation, the cost of construction was arrived at Rs.16,49,375/-, 15% for basic amenities was given at Rs.2,47,406/-. The total value of the building at Rs.18,96,781/-, 1% depreciation for 33 years was given and the value of the building was arrived at Rs.13,61,319/-. The value of the land was arrived at Rs.1,21,00,375/-, cost of construction plus land value together comes to Rs.1,34,61,694/-. 6% for Schedule-I amenities at Rs.8,07,701/- was given. The total cost of the land and building was arrived at Rs.1,42,69,395/-. The fair rent at 9% per month works out to Rs.1,07,020/-.

25. In appeal, the learned Rent Control Appellate Authority agreed with the order of the learned Rent Controller, with regard to the type of building, age of building, basic amenities, Schedule-I amenities, depreciation, plinth area and cost of construction. There is no change on the findings recorded by the learned Rent Controller, on these aspects. While considering the land value, the learned Rent Control Appellate Authority, considered the additional documents filed by the landlord in appeal, namely, Ex.P.5 Sale Deed of the petition premises, Ex.P.6 sample Sale Deed and Ex.P.7 layout for Survey Nos.161/2 and 3. The petition mentioned property was purchased on 20.06.1981. The sample Sale Deed Ex.P.6 was registered on 09.08.2013. On the basis of Ex.P.7 layout, it was found that the petition property is located very near to sample Sale Deed Ex.P.6. Therefore, the learned Rent Control Appellate Authority, considered Ex.P.6 sample Sale Deed for fixing the market value of the petition premises. Ex.P.8 Engineer's Analysis Report, was also filed in the appeal. On the basis of Ex.P.6 and Ex.P.8, the market value of the land was assessed at Rs.3,03,08,963/- per ground. The learned Rent Control Appellate Authority observed that Ex.P.6 contains the guideline value of the property and that was relevant for the purpose of fixing stamp duty and the same could not be taken into consideration to calculate the market value of the land.

26. On this reasoning, the learned Rent Control Appellate Authority, was not inclined to rely on Ex.P.6 alone to calculate the market value of the land of the petition premises. Considering the locational advantages from the evidence available, the market value of the land was fixed at Rs.2,50,00,000/- per ground. On the basis of revised land value, the fair rent was enhanced to Rs.2,51,317/- per month. Having satisfied with this enhancement, the landlord has not preferred any Civil Revision Petition. Aggrieved against the fair rent fixed, the tenant has preferred this Civil Revision Petition.

27. The main ground with which, the petitioner / tenant challenges the fair rent fixed, is that, the parties to the document were not examined to prove the contents of the sample Sale Deeds. He found from the order of the learned Rent Controller that, the learned Rent Controller has not taken into consideration of the value given in the sample Sale Deed for fixing the market value of the land. Even the learned Rent Controller Appellate Authority has not passed the decision on the basis of the sample Sale Deed Ex.P.6 for determining the market value of the lant. Though it was one of the corroborative pieces of evidence for fixing the market value of the land, other factors, such as, locational advantages of the building were considered for fixing the market value of the land.

28. The submission of the learned counsel for the tenant that, without examining the parties to Ex.P.3, it cannot be looked into, for determining the market value cannot be accepted for the reason that, the Hon'ble Supreme Court in ***Land Acquisition Officer & Mandal Revenue Officer vs. V.Narasaiah*** reported in ***(2001) 3 SCC 530***, overruled the judgment in ***Inder Singh vs. Union of India*** reported in ***(1993) 3 SCR 371.*** The subsequent decisions in ***Susainathan vs. T.Vijayan*** reported in ***CDJ 2001 MHC 1088*** and ***V.Krishnamoorthy vs. M.R.Lalitha*** reported in ***CDJ 2007 MHC 4037*** have held that when the genuineness of the document is not disputed, the documents can be relied on, even without examining the parties for determining the market value. In this view of the matter, the objection of the learned counsel for the tenant that, without examining the parties to Ex.P.6, it cannot be relied on, for determining the market value of the land of the petition mentioned property cannot be accepted.

29. However, what was decided in the decisions reported in **CDJ 2001 MHC 1088** and **CDJ 2007 MHC 4037,** is that only the parties to the documents need not be examined, if there is no doubt with regard to genuineness of the document. However, in the case before hand Exhibit P5 to P8 have been marked before the Appellate Court. These documents have been marked without examining the landlord anyone connected with these documents. The learned Rent Control Appellate Authority enhanced the fair rent mainly on the basis of Exhibit P6 sale deed. Through this sale deed 12.26% of undivided interest in a total extent of 7104sqft, that is, 871sqft was sold for Rs.1,09,99,628/-. On the basis of the value of the land given in Exhibit P6 and finding that Exhibit P6 property situate close to the petition mentioned property, the learned Rent Control Appellate Authority fixed the land value. Though, the Engineer's analysis in report in Exhibit P8 assessed the value per ground as Rs.3,03,08,963/- per ground, the learned Rent Control Appellate Authority has not relied totally on Exhibit P6 sale deed. Taking a cue from Exhibit P6 and considering the locational advantage, it fixed the value at Rs.2,50,00,000/-per ground and modified the fair rent by enhancing it to Rs.2,51,317/- per month from Rs.1,07,020/-per month. It is settled proposition of law that value of the small plot of land cannot form basis for fixing market value of land. In Exhibit P6, only an undivided share of 871sqft from the larger extent of 7104sqft was sold. Thus, fixing value of land at Rs. 2,50,00,000/- appears a bit excessive. However, considering the locational advantage of the place where the petition mentioned building is situated surrounded by land mark buildings like banks, hospitals, commercial establishments, Velankanni Church, Ashtalakshmi temple, Illiots beach etc., this Court is of the considered view that fixing the land value of the building at Rs1,50,00,000/- per ground would meet the ends of justice. In this view of the matter, the fair rent is revised as follows.

The cost of construction of the building after adding amenities and reducing depreciation was arrived at Rs.13,61,310/-

i) A land value for 2904.09sqft

$$\frac{1,50,00,000}{2400} \times 2904.09\text{sqft} = 1,81,50,563/-$$

ii) Cost of construction + land value together

= 1,95,11,873/-

iii) Add 6% for schedule - 1 amenities

= 11,70,712/-

iv) Total cost = 2,06,82,585/-

Fair rent at 9% per annum for residential purpose	=	18,61,433/-
Fair rent per month	=	1,55,119/-

30. Thus this court modifies the fair rent fixed by the learned Rent Control Appellate Authority from Rs.2,51,317/-per month to Rs.1,55,119/- per month. Except this modification, the order of the learned Rent Control Appellate Authority in other aspects is confirmed. Accordingly, this Civil Revision Petition is dismissed with the aforesaid modifications. No costs. Consequently, connected miscellaneous petition stands closed.

09.12.2021

ep

Index:Yes/No
Internet:Yes/No
Speaking Order: Yes/No

To
1. The learned VII Judge,
   Small Causes Court,
   Chennai.
2. The learned Judge,
   XV Small Causes Court,
   Chennai.

3. The Section Officer,
   VR Section,
   High Court of Madras.

G.CHANDRASEKHARAN.J,

Ep

(Pre-delivery Judgment in)
C.R.P.(N.P.D).No.531 of 2021
and C.M.P.No.4594 of 2021

09.12.2021