



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

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Reserved on: July 20, 2022

Pronounced on: August 18, 2022

+ **RFA(OS) 94/2019**

RITA WADHWA

..... Appellant

Through: Ms. Nandni Sahni, Mr. Sachin B. and
Ms. Sheilja Kaushik, Advocates

Versus

SANJEEV SARIN (DECEASED) THR LRS
& ANR.

..... Respondents

Through: Mr. Sanjeev Anand, Sr. Advocate
with Mr. Yakesh Anand, Ms. Sonam
Anand, Ms. Deepshikha Sansanwal
and Mr. Akshay Thakur, Advocates

CORAM:

HON'BLE MR. JUSTICE SURESH KUMAR KAIT

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

SAURABH BANERJEE, J.

**“Sibling harmony is a boon bringing the best
but sibling rivalry is a bane bringing the worst.”**

Former brings happiness but latter brings sadness.

1. The present case, unfortunately, deals with sibling rivalry which has brought to the fore the worst amongst them. There is much acrimony and bad blood between them. The parties to the proceeding are siblings (hereinafter referred as “**siblings**”) born out of the same parents, father- Mr. I.C. Jain and mother-Mrs. Madhurekha Sarin, who expired intestate on 23.01.1987 and 09.05.1999 respectively. Appellant is the sister of
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respondent Nos. 1 and 2.

2. As per the brief facts of the case set up in the appeal, on 09.01.2008 respondent No.1-brother (since deceased) instituted a suit for partition, rendition of accounts, declaration, permanent and mandatory injunction (hereinafter referred as “**suit**”) against the appellant-sister and respondent no.2-brother (since deceased) claiming partition and 1/3rd share of the entire estate of their deceased mother, including property bearing no. B-1/23, Vasant Vihar, New Delhi (hereinafter referred as “**property**”).

3. Upon service, respondent no.2 appeared and supported the case of respondent no.1, whereas appellant disputed and claimed ownership of the property on the basis of a photocopy of an alleged Will of their deceased mother in her favour. After completion of pleadings, numerous failed efforts for amicable resolution of disputes between parties through arbitration and mediation and recording of evidence, when the suit was listed for final arguments on 13.08.2019 after more than 11 years for adjudicating validity of the Will claimed to be executed by the deceased mother, learned counsel for appellant sought time to file written note on arguments of 15 pages and accordingly, the suit was adjourned for the next day, i.e. 14.08.2019. Learned Single Judge on 14.08.2019, after recording the terms of compromise *inter se* the parties through their respective counsels, passed the consent judgment and decree dated 14.08.2019 (hereinafter referred as “**impugned decree**”) holding in the relevant paragraphs as under:-

“2. The counsel for the defendant no.1 Rita Wadhwa states that the defendant no.1, for the sake of settlement / compromise, is not pressing the claim under the Will set up



by her and is agreeable to partition of the estate of Late Smt. Madhurekha Sarin, with the deceased plaintiff Sanjeev Sarin, defendant no.1 Rita Wadhwa and deceased defendant no.2 Rajiv Sarin getting one-third undivided share therein.

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4.The counsel for the defendant no.1 has in Court handed over a list of such movables with annexures and the counsel for the plaintiff and the counsel for defendant no.2 are agreeable to partition also of the said movables as reflected in the said list.

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6. The counsel for the defendant no.2 has also contended that besides the aforesaid properties, there are other properties also. It is however admitted that no particulars of or evidence with respect to the said other properties has come on record. Though the counsel for the defendant no. 1 has contended that since the parties are settling, a provision be made therefor also, but needless to state that the counsel for the plaintiff and the counsel for the defendant no.2 disputes the said other properties or liability thereof for partition.

7. All that can thus be observed is that it will be open to the parties to, if so advised, take separate proceedings with respect to any other properties besides property bearing



No.B-1/23, Vasant Vihar, New Delhi and the movable properties of the deceased Smt. Madhurekha Sarin contained in Exhibit-C1 supra.

8. The counsel for the plaintiff and the counsel for the defendant no.2 state that for the sake of settlement, they are not pressing their claim for mesne profits against the defendant no.1.

9. Accordingly, a preliminary decree for partition of (i) property bearing No. B-1/23, Vasant Vihar, New Delhi; and, (ii) movable properties of the deceased Smt. Madhurekha Sarin as shown in Exhibit-C1, is passed, declaring the deceased plaintiff Sanjeev Sarin, defendant no. 1 Rita Wadhwa and deceased defendant no.2 Rajiv Sarin, to be having one-third undivided share each therein.

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11. The parties are ad idem that the property bearing No. B-1/23, Vasant Vihar, New Delhi comprising of ground floor in occupation of defendant no.1 and first floor lying locked under orders of the Court, is indivisible by metes and bounds and a final decree of sale thereof be also passed.

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14. A final decree, for partition of the movable properties aforesaid in Exhibit-C1 is also passed, of liquidation and



distribution thereof amongst the parties as per shares declared in the preliminary decree for partition.”

4. Thereafter, appellant filed an application under Section 151 of The Code of Civil Procedure, 1908 (hereinafter referred as “CPC”), without mentioning the provisions of Section 114 read with Order XLVII, CPC, for review / modification of impugned decree clandestinely contending that the concession given by her was conditional; that there was a typographical error in paragraph-6 thereof; and that her plea qua other properties has not been dealt in the decree. Learned Single Judge dismissed the said application vide order dated 17.09.2019 (hereinafter referred to as “**impugned order**”) holding in the relevant paragraphs as under:-

“1.The applicant/defendant no 1, after (a) finally arguing the suit on 13th August, 2019; (b) failing to satisfy the Court; (c) having stated on 14th August, 2019 that the defendant-no, 1. was not pressing her claim under the Will set up by her and. was agreeable to partition; and, (d) the order dated 14th August, 2019 in the nature, of a consent order, finally deciding the suit, now, after implementation of the order being demanded from her, as an afterthought and in an attempt to renegade from what was consented to on 14th August, 2019, has filed this application-for review of the order, in the garb of seeking modification thereof.

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3. As far as the plea in the application qua other properties is concerned, the same is dealt with in paras 6 and 7 of the order dated 14th August 2019.



4. *As far as the other difficulties pleaded are concerned, the remedy therefor is in law and the same do not constitute a ground for review or modification as sought.”*

5. Hence the present appeal has been filed by the appellant challenging the impugned decree dated 14.08.2019 as well as the impugned order dated 17.09.2019.

6. Learned counsel for appellant posits that the impugned decree is liable to be set aside as there was no compromise *inter se* the siblings at the time of passing of the impugned decree; and the said terms were never discussed amongst the siblings on or before passing the said impugned decree. Learned counsel for appellant further posits that there was no written or oral compromise amongst the siblings on the date of the decree or even prior thereto and hence prays that an enquiry under Order XXIII rule 3, CPC be called for as the impugned decree is based upon alleged consent.

7. In support of above submissions, learned counsel for appellant places reliance upon decisions in ***Vipin Aggarwal & Anr. Vs. Raman Gandotra & Ors.*** 2022 Live Law (SC) 442; ***Director of Elementary Education, Odisha & Ors. vs. Pramod Kumar Sahoo*** 2019 SCC OnLine SC 1259; ***Pampati Sathamma (dead) through LR vs. Pampat Gangaram*** (2016) 12 SCC 401; ***Himalayan Coop. Group Housing Society vs. Balwan Singh & Ors.*** (2015) 7 SCC 373; ***Kidarsons Industries Pvt. Ltd. vs. Hansa Industries Pvt. Ltd.*** (2013) VIII AD (Delhi) 86; ***Arjan Singh vs. Punit Ahluwali & Ors.*** (2008) 8 SCC 348; ***Tulsan vs. Pyare Lal & Ors.*** (2006) 1 SCC 782; ***Pushpa Devi Bhagat vs. Rajinder Singh & Ors.*** (2006) 5 SCC 566; ***Kishun @ Ram Kishunv Bihari vs. Bihari by LRs*** (2005) 6 SCC 300; ; ***M.L. Subbararaya***



Setty vs M.L. Nagappa Setty (2002) SCC 743; *Banwari Lal vs. Chando Devi* (1993) 1 SCC 581; *Gurpreet Singh vs. Chatur Bhuj Goel* (1988) 1 SCC 270; *Dr. Hansu U. Nagar vs. John Nagar & Anr.* 2020 SCC OnLine Del 637; *Faquira vs. Raj Rani* AIR 1984 Del 168.

8. Learned counsel for appellant lastly called upon this Court to accept the offer made by the builders M/s. Munjal Boutique Homes Private Limited rejecting the one made by M/s. VCP Premium Homes LLP or M/s. Sanskar Homes Private Limited with respect to construction of the property.

9. On the other hand, learned senior counsel appearing on behalf of respondents posits that appellant being in possession of the house, was deliberately dragging the proceedings in the suit on the basis of a Will, which she was unable to prove and it is for this reason that appellant gave her consent for passing of the impugned decree and that the conduct of appellant was far from fair and at this stage, she cannot be permitted to turn dishonest and resile from the consent given by her counsel on her behalf before the Learned Single Judge.

10. Learned senior counsel for respondents further posits that the present appeal is not maintainable under law in view of the bar under Section 96(3), CPC; and subsequent amendments including incorporation of a new proviso to Order XXIII rule 3, CPC; the insertion of provisions of Order XLIII rule 1A, CPC and Order XXIII rule 3A, CPC and deletion of Order XLIII rule 1(m), CPC. Also posited that appellant could invoke only one remedy, either under proviso to Order XXIII rule 3, CPC or under Order XLIII rule 1A, CPC; and lastly, that appellant has availed the remedy of provision to Order XXIII rule 3, CPC by way of an application challenging the impugned decree.



11. In support of above submissions, learned senior counsel for respondents places reliance upon decisions in *Vipin Aggarwal v Raman Gandotra* 2022 Live Law (SC) 442; *Triloki Nath Singh vs. Anirudh Singh (decd) through Legal Representative and Ors.* (2020) 6 SCC 629; *M/s. Pankhuri Investments & Securities Ltd. & Ors. vs. S.E. Investments Ltd.* (2018) SCC OnLine SC 2388; *Pushpa Devi Bhagat vs. Rajinder Singh & Ors.* (2006) 5 SCC 566; *Kishun @ Ram Kishun vs. Bihari* (2005) 6 SCC 300; *Jineshwardas (D) by LRs. & Ors. vs. Jagrani (Smt.) & Anr.* (2003) 11 SCC 372; *Banwari Lal vs. Chando Devi* (1993) 1 SCC 581; *Gurpreet Singh vs. Chatur Bhuj Goel* (1988) 1 SCC 270; *Vinay Chhabra vs. Judge Chawla & Ors.* (2019) SCC OnLine Del 8695; *M/s. Pankhuri Investments & Securities Ltd. & Ors. vs. M/s. S.E. Investments* (2018) SCC OnLine Del 7291.

12. So we are to adjudicate whether the impugned decree is a consent decree based on compromise of the suit *inter se* siblings. For answering this we are first to see what is ‘compromise’ of suit and then what is a ‘consent decree’.

13. The position of law qua compromise, *written or oral*, in Order XXIII rule 3, CPC is as under:-

“3. **Compromise of Suit** - Where it is proved to the satisfaction of the court that a suit has been adjusted wholly or in part by any lawful agreement or compromise in writing and signed by the parties, or where the defendant satisfies the plaintiff in respect of the whole or any part of the subject-matter of the suit, the court shall order such agreement, compromise or satisfaction to be recorded, and



shall pass a decree in accordance therewith so far as it relates to the parties to the suit, whether or not the subject-matter of the agreement, compromise or satisfaction is the same as the subject matter of the suit.”

14. For two vital aspects borne out from a reading of Order XXIII rule 3, CPC are, *firstly* that the same is in two parts: **Part A:** when it is proved to the satisfaction of the Court that if a suit has been adjusted wholly or in part by any lawful agreement or compromise in writing and signed by the parties, the court can proceed to pass a decree in accordance therewith; and **Part B:** when the second party satisfies to the first party in respect of the whole or any part of the subject matter of the suit, the court can order such agreement, compromise or suit to be recorded and can proceed to pass a decree in accordance therewith qua the parties involved in the suit and *secondly* such agreement, compromise a suit *inter se* the parties may be with respect to the whole or any part of the subject matter of the suit.

15. As flowing from the above, compromise falling under **Part A** has to be in writing and signed by parties in the form of an application and thus has a limited scope whereas a compromise under **Part B** can be on an oral statement and thus has wider scope. In the present case, the compromise *inter se* siblings took place inside the court before the learned Single Judge on the basis of statements given by the respective learned counsels for the parties, including that of appellant. Pertinently, at the time of passing of the impugned decree, learned counsel for appellant, instead of pressing her claim under the Will set-up by appellant, agreed to the partition of the estate of the deceased mother. It is for this reason, learned counsel for respondent nos. 1 and 2 agreed not to press their claim for *mesne profits* against



appellant. It is thus that a final decree of partition qua property was passed as parties were *ad idem* and as the said property was indivisible by metes and bounds and appellant is directed to allow inspection to proposed buyer(s) without causing any obstructions. In view thereof, as the compromise entered *inter se* siblings is falling in **Part B** and not **Part A**, no formal application in writing with signatures was required to be filed by siblings.

16. The impugned decree was thus passed on the basis of compromise entered into between the siblings and is a valid consent decree.

17. Another vital factor qua validity of the consent decree is that appellant herself duly executed *Vakalatnama* in favour of her counsel Ms. Nandini Sahni, Advocate (hereinafter referred to as “**counsel**”) thereby authorising her to represent her, proceed with the suit and act for and on her behalf. It was the same counsel who represented the appellant when the order dated 13.08.2019 was passed; when the impugned decree was passed; when the application under Section 151, CPC seeking review / modification of the decree was filed; and when the impugned order was passed. Appellant on her part never raised any iota of suspicion or objection or challenged any of the aforesaid acts of her counsel at any stage. Similarly, at the time of passing of impugned decree, learned counsel for appellant on her part also neither requested for any passover nor adjournment for seeking the personal presence of appellant herself nor submitted that she was incompetent for making any statement on behalf of appellant. Notably all throughout during the aforesaid period, the *Vakalatnama* executed by appellant in favour of her counsel was subsisting.

18. Before us also appellant has proceeded with the very same counsel by



executing a fresh *Vakalatnama* in her favour. Even during the course of hearing before us learned counsel for appellant has not denied having instructions to make statements on behalf of her client before the learned Single Judge, especially at the time of passing of order dated 13.08.2019, based on which the impugned decree was drawn. So her association and the bond between appellant and her counsel goes back long and she was a satisfied client. In fact, learned counsel for the appellant is playing a dual role of a ‘Director’ and an ‘Actor’ at the same time.

19. It is trite law that a client is bound by admissions of fact made by the counsel, especially if so authorised. The same has been held by the Hon’ble Supreme Court in ***Om Prakash Vs. Suresh Kumar*** (2020) 13 SCC 188 as under:-

“13. Considering the above, the appellant cannot now be allowed to resile from the statement made before the High Court, which the High Court justly declined to undo in the review petition filed by the appellant for that purpose. In the peculiar facts of this case, the decision of this Court in Himalayan Coop. Group Housing Society (supra) will be of no avail to the appellant. Inasmuch as, it is not a case where the counsel, who made the statement was not engaged by the appellant before the High Court. The engagement was in respect of eviction proceedings and the statement was in relation to the commitment of the appellant qua the subject matter thereof and being an unequivocal statement, it will be binding on the appellant. In any case, even this Court



showed indulgence to the appellant on the basis of impression given to this Court about the possibility of at least sparing a small room for the respondent, which was the basis for issuing notice to the respondent, as is evident from the orders dated 9.1.2017 and 15.2.2017.”

20. In view of the above, the appellant is bound by the statement of her own nominated counsel. The sudden change in behaviour of appellant on suffering the impugned decree is a clear after-thought to somehow resile therefrom. In view thereof, though learned counsel for the appellant has also filed an affidavit in compliance of order dated 26.11.2019 stating that the offer of compromise given by her at the time of passing of the consent decree was conditional, the same does not cut ice in view of the past conduct of strong bond between them and the settled legal position.

21. The submissions of learned counsel for the appellant that the consent was conditional one does not carry any weight as it is a common practice amongst counsels and clients to be open for change(s) at the time of hearing depending upon the prevailing circumstances and what transpires inside the court.

22. Another factor worthwhile noting is that neither of the respondent before us have challenged the impugned decree and in fact, learned senior counsel appearing for respondents submitted that they are indeed willing to proceed in terms of the said decree.

23. Thus, based on the compromise *inter se* siblings, impugned decree passed by the learned Single Judge is legally valid as it was made by and in the presence of authorised pleader of the appellant i.e. her counsel, who had full power and authority to do so. We once again reiterate that the fact that



appellant has persisted and continued with the same counsel to agitate her case before us by executing a fresh *Vakalatnama* in her favour re-establishes the bond that she shares with her counsel.

24. In view of the aforesaid factual and legal position(s), we hold that the impugned decree is a consent decree based on a valid compromise *inter se* siblings. Having held so, no enquiry under Order XXIII rule 3, CPC is called for by this Court.

25. We are now to adjudicate whether the present appeal is maintainable. As this is a purely legal question, we have to first see the various provisions of law and the applications thereof.

26. The position of law qua appeal in Section 96(3), CPC is as under:-

“96. Appeal from original decree -

(1) xxx

(2) xxx

(3) No appeal shall lie from a decree passed by the court with the consent of parties”

So as per above an appeal from impugned decree passed by a court with the consent of the parties, including those passed under Order XXIII rule 3, CPC, shall not lie and is barred under Section 96(3).

27. Another relevant provision for the purposes of present appeal is when, by virtue of amendment in 1976, ‘rule 3A’ was added in Order XXIII, CPC, with effect from 01.02.1977. The same reads as under:-

“3A. Bar to suit-No suit shall lie to set aside a decree on the ground that the compromise on which the decree is based was not lawful.”

In terms of above, a suit is not maintainable for setting aside a decree



based on compromise which has led to passing of a decree as the court is only instrumental in recording and effecting the compromise arrived between the parties. Legislature in its wisdom specifically carried out the aforesaid amendments by inserting Order XXIII rule 3A, CPC with a clear intention to bring to a hiatus to all the disputes *inter se* the parties so that they abide by and are bound by the terms of the consent decree. There has to be a finality of a decision so as to avoid unnecessary multiplicity of litigation to somehow overreach the court in the garb of an appeal.

28. While interpreting the said provisions of Order XXIII rule 3A, CPC the Hon'ble Supreme Court in ***Triloki Nath Singh Vs. Anirudh Singh (Decd.) thru LR's*** (2020) 6 SCC 629 held as under:-

“16. By introducing the amendment to the Civil procedure code (Amendment) 1976 w.e.f. 1st February, 1977, the legislature has brought into force Rule 3A to Order 23, which create bar to institute the suit to set aside a decree on the ground that the compromise on which decree is based was not lawful. The purpose of effecting a compromise between the parties is to put an end to the various disputes pending before the Court of competent jurisdiction once and for all.

17. Finality of decisions is an underlying principle of all adjudicating forums. Thus, creation of further litigation should never be the basis of a compromise between the parties. Rule 3A of Order 23 CPC put a specific bar that no suit shall lie to set aside a decree on the ground that the compromise on which the decree is based was not lawful.



The scheme of Order 23 Rule 3 CPC is to avoid multiplicity of litigation and permit parties to amicably come to a settlement which is lawful, is in writing and a voluntary act on the part of the parties. The Court can be instrumental in having an agreed compromise effect and finality attached to the same. The Court should never be party to imposition of a compromise upon an unwilling party, still open to be questioned on an application under the proviso to Rule 3 of Order 23 CPC before the Court.

19. Thus, after the amendment which has been introduced, neither any appeal against the order recording the compromise nor remedy by way of filing a suit is available in cases covered by Rule 3A of Order 23 CPC.”

29. The Hon’ble Supreme Court in **Ajanta LLP v Casio Keisanki Kabushiki Kaisha** CA No.1052/2022 dated 04.02.2022 has also held as under:-

“12. A judgment by consent is intended to stop litigation between the parties just as much as a judgment resulting from a decision of the Court at the end of a long-drawn-out fight. A compromise decree creates an estoppel by judgment. It is relevant to note that in Byram Peston Gariwala (supra), this Court held that the Appellant therein did not raise any doubt as to the validity or genuineness of the compromise nor a case was made out by him to show that the decree was vitiated by fraud or misrepresentation. While stating so, this Court dismissed the Appeal.”



30. Similarly the Hon'ble Supreme Court in **Banwari Lal vs Chando Devi** (1993) 1 SCC 581 held as under:-

“9. Section 96(3) of the Code says that no appeal shall lie from a decree passed by the Court with the consent of the parties. Rule 1A(2) has been introduced saying that against a decree passed in a suit after recording a compromise, it shall be open to the appellant to contest the decree on the ground that the compromise should not have been recorded. When Section 96(3) bars an appeal against decree passed with the consent of parties, it implies that such decree is valid and binding on the parties unless set aside by the procedure prescribed or available to the parties. One such remedy available was by filing the appeal under Order 43, Rule 1(m). If the order recording the compromise was set aside, there was no necessity or occasion to file an appeal against the decree. Similarly a suit used to be filed for setting aside such decree on the ground that the decree is based on an invalid and illegal compromise not binding on the plaintiff of the second suit. But after the amendments which have been introduced, neither an appeal against the order recording the compromise nor remedy by way of filing a suit is available in cases covered by Rule 3A of Order 23. As such a right has been given under Rule 1A(2) of Order 43 to a party, who challenges the recording of the compromise, to question the validity thereof while preferring an appeal against the decree. Section 96(3) of the



Code shall not be a bar to such an appeal because Section 96(3) is applicable to cases where the factum of compromise or agreement is not in dispute.

31. Interestingly, by virtue of its application under Section 151, CPC appellant had in fact tried to take benefit of Order XXIII rule 3, CPC and also order XLVII rule 1, CPC by seeking both modification and review of the impugned decree at the same time. Needless to say the said application was dismissed vide impugned order by the learned Single Judge. Appellant cannot take refuge under two provisions for the same cause of action, as she is barred from challenging the impugned order before us under Order XLVII rule 7(1), CPC reproduced as under:-

*“7.(1) **Order of rejection not appealable. Objections to order granting application**-An order of the court rejecting the application shall not be appealable; but an order granting the application may be objected to at once by an appeal from the order granting the application or in an appeal from the decree or order finally passed or made in the suit.”*

32. The Hon'ble Supreme Court in **Colgate Palmolive Company & Anr. v Hindustan Lever Ltd.** FAO (OS) 396/2013 dated 10.12.2013 held as under:-

“25. Insofar as, the challenge to the order dated 27.08.2013 is concerned inasmuch as it rejects the Review Petition (R.P. No.424/2013), the same is clearly not maintainable in view of the express language of Order 47 Rule 7(1) of the Code of Civil Procedure, 1908 which provides that an order of the



Court rejecting an application for review shall not be appealable. Accordingly, the challenge to the order rejecting the review petition cannot be considered.”

33. Having considered the factual position involved and having gone through the legal submissions alongwith the supporting case laws cited by their learned counsels and having held that the impugned decree under challenge is a consent decree based on a legally valid compromise, the present appeal is not maintainable. Further appellant is barred from agitating on the ground of estoppels as the impugned decree is legally valid, binding and subsisting and since not set aside, has the force of a decree. Further the impugned decree has all the bearings of a ‘contract’ which has the final approval of a court of law.

34. Thus, we find no infirmity, perversity or illegality in the impugned decree dated 14.08.2019 and the impugned order dated 17.09.2019 passed by the Learned Single Judge which requires any interference from this Court.

35. With aforesaid directions, the present appeal is accordingly dismissed with costs of Rs. 10,00,000/- upon the appellant for unlawfully occupying the property in question at the cost of depriving, her brothers, respondent nos. 1 and 2, who have unfortunately since passed away without bearing the fruits of the property post the demise of the deceased mother, to be paid within four weeks in the following manner:-

- i) Rs. 3,00,000/- each in favour of LR's of deceased respondent nos. 1 and 2; and
- ii) Rs. 1,00,000/- in the account of Delhi High Court Legal Services Committee; and



- iii) Rs. 1,00,000/- in the account of Bharat Ke Veer; and
- iv) Rs. 1,00,000/- in the account of Govt. Senior Secondary School for Blind Boys, Sewa Kutir, Kindgsway Camp, Delhi; and
- v) Rs. 1,00,000/- in the account of Bar Council of Delhi Indigent and Disabled Lawyers Fund.

Needless to say if the appellant fails to pay the aforesaid cost(s) within the requisite period of four weeks, same shall be recovered / adjusted from her share in terms of the impugned decree upheld by us.

36. Since the appeal has been finally heard and disposed of, parties shall abide by the terms and conditions stipulated in the impugned decree dated 14.08.2019, further as there is no requirement to open the bids placed in sealed covers before this Court same shall be returned to the bidders on their taking appropriate steps in accordance with law. We part leaving the parties to take appropriate steps in view of aforesaid.

(SAURABH BANERJEE)
JUDGE

(SURESH KUMAR KAIT)
JUDGE

AUGUST 18, 2022/rr