



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,  
NAGPUR BENCH, NAGPUR.**

**WRIT PETITION NO. 161 OF 2023**

M/s. Anand Rathi Share & Stock Brokers Ltd.  
having its registered office at "A" Wing,  
1<sup>st</sup> Floor, Western Express Highway,  
Diagonally Opposite Oberoi Mall,  
Goregaon (East), Mumbai – 400 063.

.... **PETITIONER.**

**// VERSUS //**

Anish Navnitlal Mehta HUF  
a Hindu Undivided Family, Narmada  
Complex, Cotton Market Road,  
Amravati – 444 601, Maharashtra

.... **RESPONDENT.**

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Shri Simil Purohit a/w Shri K.G.Patel, Advocates for Petitioner.  
Shri Sunil V. Manohar, Sr. Advocate a/b Shri Shantanu Khedkar,  
Advocate, for Respondent.

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**CORAM : ANIL S. KILOR, J.**  
**DATE OF RESERVING THE JUDGMENT : 04/09/2023**  
**DATE OF PRONOUNCING THE JUDGMENT : 29/11/2023**

**JUDGMENT :**

1. Heard.

2.           **RULE.** Rule made returnable forthwith. Heard finally by consent of the learned counsel for the parties.

3.           In an application filed by the respondent under Section 34 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as “the Arbitration Act”), an application for grant of unconditional stay to the implementation of the arbitral award was allowed by District Judge-1, Amravati vide order below Exh.5 dated 14/09/2022. The same is under challenge in this writ petition.

Brief facts of the present case are as under:

4.           It is the case of the respondent in the application filed under Section 34 of the Arbitration Act, that, on 26/07/2019, based on the presentation given by the petitioner as Trading Member (TM) of the Exchange for providing commodity broking services and advisory services for commodity trades, the respondent executed Member Client Agreement (MCA) and Know Your Client form (KYC) and appointed the petitioner as the consultant cum commodity broker.

5. The petitioner allotted a Unique Client Code No. HCA1116 and registered the respondent as a constituent for the purpose of advising and execution of transactions at the Exchange and Multi Commodity Exchange of India Limited (MCX) subject to the rules, regulations and bye-laws of the Exchange read with SEBI Circulars. The MCA defines the terms and conditions including the arbitration clause and was subject to payment of stamp duty under the Maharashtra Stamp Act.

6. The respondent based on the advice given by the petitioner started executing transaction in castor and other commodities. On 24/09/2019 the respondent instructed the petitioner to close all his open positions and return his balance amount after adjusting MTM profit or loss after close out.

7. The respondent states that even otherwise also, the petitioner under the Exchange's bye-laws and regulations was under obligation to close all open positions of the respondent on the next day when there was margin shortfall or insufficient margin and non payment of MTM losses by the respondent. The respondent had not placed any orders thereafter including an order for the creation of the long position in the CASTOR contract for November and / or December 2019 expiry.

8. The petitioner has failed to close the open position as instructed or also otherwise. The petitioner partially acted on the respondent's instruction and executed a transaction for the sale of 2,855 Tons of Castor for the October 2019 expiry. However, the petitioner illegally and unauthorizedly executed new trades for the purchase of 2,153 Tons of Castor for the November 2019 expiry and 700 Tons for the December 2019 expiry. The said transactions were illegal and unauthorized for the two reasons (i) there was no instruction to create a new long position and (ii) on 26/09/2019 the ledger account of the respondent in the books the petitioner was showing a credit shortfall of Rs.8,68,11,033.90 which established non availability of margin.

9. It is submitted that execution of a transaction without margin is prohibited by Regulation 5.7 of the Exchange.

10. It is further submitted that ledger account produced by the petitioner as Exhibit-P of SOC shows no payment by the respondent post 25/09/2019 either for margin or MTM and therefore, the petitioner was under an obligation to (i) not to execute any new transaction and (ii) close all open positions.

11. In short, it is contended that under the bye-laws and regulations of the Exchange, the petitioner was under an obligation to close the open positions of the respondent immediately, on the next day, when there was margin shortfall as well nonpayment of MTM by the respondent.

12. Based on the said illegal and unauthorized transactions, the petitioner created large debit in their books and based on the said illegal debit balances, sent a notice of demand through their advocate on 04/03/2020 and called upon the respondent to pay the alleged outstanding amount by alleging that the respondent is liable to pay a sum of Rs.11,02,11,532.35.

13. It is further submitted that, the respondent had informed the arbitration department about the pandemic situation prevailing in the country and referred to the order of the Hon'ble Apex Court extending time to file any petition/ appeal etc. and that was lock-down in Mumbai but, his request was also refused for adjournment and the hearing was hurriedly conducted on 22/12/2020. It is contended that, no opportunity was granted to the respondent to put his case properly and

the impugned award was passed on 15/01/2021. The said award was passed without giving hearing to the respondent and in disregard to the orders passed by the Hon'ble Apex Court extending time to file proceedings and also in violation of principles of natural justice.

14. It is further contended that the applicant being aggrieved by the award dated 15/01/2021 passed by the OAT (Original Arbitration Tribunal) moved the appellate Tribunal (HAT).

15. However, the Exchange through its officers sent an e-mail on 14/10/2021 to all its empanelled arbitrators and prohibited the arbitrators from remanding the matters to the original tribunal on the grounds of natural justice.

16. The petitioner opposed the above application by filing the reply below Exh.13.

17. It is contended that as per Regulation 8 of NCDEX particularly Regulation 8.3 in matters where the Exchange is a party to the dispute, the Civil Courts at Mumbai shall have exclusive jurisdiction

and in all other matters, proper Courts within the area covered under the respective regional arbitration center shall have jurisdiction in respect of the Arbitration proceedings falling/ conducted in that Regional Arbitration Centre (RAC for the sake of brevity).

18. Secondly, it is contended that as per the instructions given by the respondent from time to time the petitioner had effected transactions through NCDEX segment for and on behalf of the respondent under the client ID code i.e. HCA1116 of the respondent in the CASTOR Seeds/ Dhaniya contracts with expiry as 18<sup>th</sup> October 2019, 20<sup>th</sup> November 2019 and 20<sup>th</sup> December 2019. In respect of the transactions so effected by the petitioner for and on behalf of the respondent, the petitioner had issued and delivered the electronic contract notes cum bills, as well as the settlementwise bills, daily margin statements, which were received, retained and accepted by the respondent either through digital mail system/ through courier whenever required.

19. In short, it is contended that the petitioner intimated the margin shortfall to the respondent through contract notes and margin

shortage statement on his registered e-mail ID and also send SMS alerts on his registered mobile number and demanded the deposit of the same within stipulated time. But, respondent failed to deposit the same. It was levied margin shortage penalty and thus, he suffered a net loss of Rs.11,02,11,532.35 (Rupees eleven crores two lakhs eleven thousand five hundred and thirty two and thirty five paisa only) which was debited in his Trading account. But, he failed to pay the same hence, legal notice was issued to him on 04/03/2020 for recovery of the same. The petitioner had to pay the penalty of Rs.25,29,340.13 (Rupees twenty five lakhs twenty nine thousand three hundred and forty and thirteen paise only) hence, the award passed by the Arbitral Tribunal as well as by the Appellate Tribunal is passed by following the due process of law and in accordance with the bye-laws and regulations of the NCDEX and does not suffer for any infirmity or illegality.

20. In the above referred backdrop, the learned District Judge-1, Amravati allowed the application Exh.5 preferred by the respondent herein, under Section 36(2) and (3) of the Arbitration Act read with Ordinance 2020 for grant of unconditional stay on implementation of the arbitral awards dated 12/02/2022 and 15/01/2021.

21. I have heard the learned counsel for the respective parties.

22. Shri Simil Purohit, learned counsel appearing for the petitioner submits that the learned District Judge has committed error in granting unconditional stay. It is submitted that under Section 36 of the Arbitration Act the Court may grant unconditional stay only in case where the Court is satisfied that a *prima facie* case is made out that the arbitration agreement or contract which is the basis of the award or the making of the award was induced or effected by fraud or corruption. It is submitted that there is no finding recorded by the learned District Judge satisfying the above referred pre-condition for grant of unconditional stay.

23. It is submitted that money decree is ordinarily not stayed since satisfaction of money decree does not amount irreparable injury to appellant as the remedy of restitution is available to the appellant in the event the appeal is allowed. It is therefore, submitted that unconditional stay granted by the learned District Judge vide impugned order is in violation of the provisions of Arbitration Act. Accordingly, he prays for modification of the impugned order and thereby putting appropriate condition for grant of stay.

24. It is further submitted that though the allegations are made against the NCDEX, the NCDEX is not made party to the application under Section 34 of the Arbitration Act. It is further argued that the point of territorial jurisdiction which lies at Mumbai, has not been considered by the learned District Judge.

25. On the other hand, Shri Manohar, learned Senior Advocate appearing for the respondent submits that, under Section 36 of the Arbitration Act the Court may consider the prayer for grant of stay unconditionally to the arbitral award for payment of money, having due regard to the provision of CPC in addition to the contingencies stated in second proviso to sub-section (3) of Section 36 for grant of unconditional stay.

26. It is submitted that the second proviso to sub-section (3) of Section 36 of the Arbitration Act cannot be interpreted in a way that it would take away the jurisdiction of the Court to grant unconditional stay if the case is made out under the provisions of CPC.

27. Shri Manohar, learned Senior Advocate further argues that the impugned order passed by the District Judge-1, Amravati dated 14/09/2022 does not suffer from lack of jurisdiction or patent illegality or perversity, hence, this Court has no jurisdiction to entertain the petition under Article 226 or 227 of the Constitution. For this purpose, he has placed reliance on a judgment of the Hon'ble Supreme Court of India in the case of *Bhaven Construction..vs.. Sardar Sarovar Narmada Nigam Ltd.*, reported in (2022) 1 SCC 75.

28. In light of rival submissions of the parties, I have perused the record and the impugned awards.

29. The Arbitral Tribunal vide impugned award dated 15/01/2021 ordered the respondent to pay to the petitioner a sum of Rs.11,02,11,532.35ps. along with simple interest @ 9% per annum on the principal amount from 22/01/2020 till the date of the award and thereafter simple interest @ 12% per annum on the principal amount from the date of award till full realisation of the combined amount.

30. The said award was upheld by the Appellate Arbitral Tribunal vide award dated 12/02/2022.

31. Both the above referred awards were stayed unconditionally by the learned District Judge vide impugned order dated 14/09/2022 passed below Exh.5.

32. Thus, the whole controversy revolves around a question that, whether the learned District Judge is right in granting unconditional stay to both the awards, under Section 36 of the Arbitration Act ?

33. In the circumstances, it would be appropriate and beneficial to refer to Section 36 of the Arbitration Act, which reads thus :

*“36.**Enforcement.** - (1) Where the time for making an application to set aside the arbitral award under section 34 has expired, then, subject to the provisions of sub-section (2), such award shall be enforced in accordance with the provisions of the Code of Civil Procedure, 1908 (5 of 1908), in the same manner as if it were a decree of the court.*

*(2) Where an application to set aside the arbitral award has been filed in the Court under section 34, the filing of such an application shall not by itself render that award unenforceable, unless the Court grants an order of stay of the operation of the said arbitral award in accordance with the provisions of sub-section (3), on a separate application made for that purpose.*

*(3) Upon filing of an application under sub-section (2) for stay of the operation of the arbitral award, the Court may, subject to such conditions as it may deem fit, grant stay of the operation of such award for reasons to be recorded in writing:*

*Provided that the Court shall, while considering the application for grant of stay in the case of an arbitral award for payment of money, have due regard to the provisions for grant of stay of a money decree under the provisions of the Code of Civil Procedure, 1908 (5 of 1908)*

*Provided further that where the Court is satisfied that a prima facie case is made out that, -*

*(a) the arbitration agreement or contract which is the basis of the award; or*

*(b) the making of the award,*

*was induced or effected by fraud or corruption, it shall stay the award unconditionally pending disposal of the challenge under section 34 to the award.*

*Explanation. - For the removal of doubts, it is hereby clarified that the above proviso shall apply to all court cases arising out of or in relation to arbitral proceedings, irrespective of whether the arbitral or court proceedings were commenced prior to or after the commencement of the Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016)."*

34. On reading of Section 36 of the Arbitration Act, it is evident that, sub-Section (1) says that subject to the provision of sub-section (2) the award is enforceable in accordance with the provisions of CPC, in the same manner as if it were a decree of the Court.

35. Sub-section (2) of Section 36 states that filing of an application under Section 34 of the Arbitration Act shall not by itself

render that award unenforceable unless the Court grants an order of stay of the operation of such award in accordance with the provisions of sub-section (3) on a separate application made for that purpose.

36. Sub-section (3) of Section 36 of the Arbitration Act mandates that while considering an application for stay filed under sub-section (2) if stay is to be granted then it shall be subject to such condition as may be deemed fit. It also mandates that the grant of stay of the operation of the award is to be for reasons to be recorded in writing subject to such condition as it may deem fit.

37. The first proviso to sub-section (3) of Section 36 of the Arbitration Act makes it clear that while considering the application for grant of stay in the case of an arbitral award for payment of money, the Court has to have due regard to the provisions for grant of stay of money decree under the provisions of the CPC.

38. The second proviso to sub-section (3) of Section 36 of the Arbitration Act empowers the Court to stay the award unconditionally pending disposal of the challenge under Section 34 to the award, where

the Court is satisfied that a *prima facie* case is made out that, the arbitration agreement or contract in which the basis of the award or the making of the award was induced or effected by fraud or corruption.

39. The Hon'ble Supreme Court of India in the case of *Pam Developments Private Ltd. ..vs.. State of West Bengal*, reported in **AIR 2019 SC 3937**, while interpreting the phrase "having regard to" used in the first proviso of sub-section (3) of Section 36 of the Arbitration Act, has held thus :

*"18. In our view, in the present context, the phrase used is 'having regard to' the provisions of CPC and not 'in accordance with' the provisions of CPC. In the latter case, it would have been mandatory, but in the form as mentioned in Rule 36(3) of the Arbitration Act, it would only be directory or as a guiding factor. Mere reference to CPC in the said Section 36 cannot be construed in such a manner that it takes away the power conferred in the main statute (i.e. Arbitration Act) itself. It is to be taken as a general guideline, which will not make the main provision of the Arbitration Act inapplicable. The provisions of CPC are to be followed as a guidance, whereas the provisions of the Arbitration Act are essentially to be first applied. Since, the Arbitration Act is a self-contained Act, the provisions of the CPC will apply only insofar as the same are not inconsistent with the spirit and provisions of the Arbitration Act." (emphasis supplied)*

40. From the above referred observations of the Hon'ble Supreme Court of India it is thus clear that, the provisions of CPC are to be followed as guidance, whereas, the provisions of the Arbitration Act are essentially to be first applied.

41. In the above referred backdrop, at this juncture it would be relevant to refer to Order 41 Rule 5 (3) and (5) of CPC relating to grant of stay by Appellate Court, which reads thus:

**“Order 41 - Appeals from Original Decrees**

***5. Stay by Appellate Court. -***

*(1) ...*

*(2) ...*

*(3) No order for stay of execution shall be made under sub-rule (1) or sub-rule (2) unless the Court making it is satisfied-*

*(a) that substantial loss may result to the party applying for stay of execution unless the order is made;*

*(b) that the application has been made without unreasonable delay; and*

*(c) that security has been given by the applicant for the due performance of such decree or order as may ultimately be binding upon him.*

*(4) ....*

*(5) Notwithstanding anything contained in the foregoing sub-rules, where the appellant fails to make the deposit or furnish the security specified in sub-rule (3) of rule 1, the Court shall not make an order staying the execution of the decree.”*

42. From the language of sub-rule 3 of Rule 5 of Order 41 of CPC it is evident that “substantial loss” to the appellant is a condition precedent to grant stay.

43. Sub-rule 5 of Rule 5 of Order 41 of CPC begins with non-obstante clause with regard to the preceding sub-rules and proceeds to stipulate that the Court shall not make an order staying the execution of the decree where the appellant fails to make the deposit or furnish the securities specified in Order 41 Rule 1(3) of CPC.

44. A conjoint reading of Order 41 Rule 5(5) and Order 41 Rule 1(3) of CPC makes it clear that the appellate Court shall not stay the execution of the decree unless the appellant furnishes the security for the due performance of such decree or order and which may ultimately be binding upon the appellant who seeks stay of the decree.

45. As far as execution of money decree is concerned, the Hon’ble Supreme Court of India in the case of *Sihor Nagar Palika Bureau ..vs.. Bhabhlubhai Virabhai*, reported in **2005 (4) SCC 1**, has held that execution of money decree is ordinarily not stayed since satisfaction of a money decree does not amount to irreparable injury to

the appellant as the remedy of restitution is available to the appellant in the event the appeal is allowed. It is further held that under such circumstances, when the Court chooses to exercise its discretion in favour of the appellant to grant stay of execution of a money decree it must be balance the equities between the parties and ensure that no undue hardship is caused to a decree holder due to stay of execution of such decree.

46. The outcome of the above discussion would be that while considering an application filed under Section 36 of the Arbitration Act, for grant of stay of a money decree, the provisions of CPC are only to guide the Court as to what conditions can be imposed and same have to be consistent with the provisions of the Arbitration Act.

47. Furthermore, sub-section (3) of Section 36 of the Arbitration Act mandates that the Court may grant stay of the operation of award for reasons to be recorded in writing subject to such conditions as it may deem fit and in case of arbitral award for payment of money, having due regard to the provisions of Order 41 Rule 5 of CPC.

48. It is thus evident that unless the deposit or security is furnished no unconditional stay may be granted to arbitral award for payment of money, except where the Court is satisfied that a *prima facie* case is made out that the arbitration agreement or contract which is the basis of the award or the making of the award was induced or effected by fraud or corruption.

49. In the teeth of above referred observations I revert back to the facts of the present case.

50. In the case at hand the respondent while seeking stay to the award unconditionally, by filing an application under Section 36(2) and (3) of the Arbitration Act read with Ordinance 2020, has pleaded thus :

“24. The petitioner states that the Arbitration and Conciliation (Amendment) Ordinance 2020 notified on 4.11.2020 provides an amendment to section 36 of the Act by adding the following in sub-section (3) w.e.f. 23.10.2015.

Provided further that where the court is satisfied that a *prima facie* case is made out, -

a) That the arbitration agreement or contract which is the basis of the award; or

b) The making of the award.

Was induced or effected by fraud or corruption, it shall stay the award unconditionally pending disposal of the challenge under Section 34 of the award.

25. The petitioner submits that the Petitioner fulfils the requirement of the Amendment as Notified on 4.11.2020 for the following reasons:

i) The Exchange has illegally constituted Arbitral Tribunal and Appellate Arbitral Tribunal without valid arbitration agreement between the Petitioner and the Respondent.

ii) The respondent and other TMs colluded with the Exchange management and ensured that the Ld. Arbitrators pass awards as per their wishes and further ensured that the Exchange management issue such directions to the Ld. Arbitrators. Under such an arrangement, an officer of the Arbitration Department of the Exchange by an email dated 14.10.2021 and directed the Ld. Arbitrators (including the members of the HAT to not to pass an award for setting aside the award impugned in the Appeal on the grounds of principles of natural justice and remand the matter back as same will not be accepted by the Exchange. It is pertinent to mention that the Ld Arbitrators were also the members of Appellate Bench in another Appeal and based on the identical facts had set aside the award on the grounds of violation of principles of natural justice and remanded the matter back. However, based on the directions issued by the Exchange by letter dated 14.10.2021, the Ld. Arbitrators have changed their stand and over-ruled the objection, which confirms that they have conducted the proceedings under the directions issued by the Exchange on behalf of the respondent and other TMs. The respondent arranged the number of such directions to the Ld. Arbitrators from the Exchange management.

iii) The entire claim of the respondent was based on unauthorized / illegal transactions as the respondent had executed a transaction on 27.9.2019 when there was no margin available. The finding of the HAT that 27.9.2019 was not a new trade is contrary to the respondent's case in SOC. The impugned award is, therefore, contrary to Regulation 5.7 of the Exchange

and liable to be set aside.

iv) It is therefore clear that Appellate Arbitral Tribunal has passed the impugned award without having a valid arbitration agreement between the petitioner and the respondent. Without prejudice to this, the Appellate Arbitral Tribunal has passed the impugned award based on directions issued by the Exchange on behalf of the respondent and other TM. The impugned award is therefore obtained by fraud and corruption, and it shall stay unconditionally till the disposal of Section 34 Petition.

v) The petitioner states that the present application is bonafide and is filed with the sole object to obtain an unconditional stay on the operation of an Award dated 12.2.2022 in Arbitration Reference No. NCDEX/APP – ARB-011/2021-22 between Anish Mehta HUF and Anand Rathi Share & Stock Brokers Ltd. till the disposal of Section 34 Petition. Grave harm, prejudice would be caused to the petitioner, if the present application is not allowed as the respondent who had illegally obtained the impugned award may create problems for the petitioner for execution. On the other hand, no harm, injury, or prejudice would be caused to the respondents, if the present application is allowed because the respondent can always execute the impugned award if the captioned Petition is rejected by this Hon'ble Court.

vi) The balance of convenience also lies in favour of the petitioner.” (sic.)

51. Whereas, the learned District Judge-1, Amravati while allowing the application Exh.5 under Section 36(2) and (3) of the Arbitration Act read with Ordinance 2020 for grant of unconditional stay on implementation of the arbitral awards dated 12/02/2022 and 15/01/2021 preferred by the respondent herein, has held that, *prima-*

*facie* both the arbitral tribunals i.e. OAT and HAT have not considered the violation of the important By-laws and Regulations by the TM i.e. the petitioner in executing the transaction.

52. It is further held that Regulation 5.7 prohibits any transaction without collecting upfront margin and also obligates the petitioner to close all open positions immediately on next day when the respondent failed to make the payment for MTM losses.

53. It is further held that there is *prima-facie* material to show the hurried manner and haste made by the OAT in passing the first award and non-application of mind to certain questions of facts and figures raised by the petitioner.

54. It is further held that in violation of such mandatory by-laws would not make the broker entitled to make claim against the constituent based on such unauthorized trade effected by the broker.

55. The learned District Judge has also held that there was a violation of principles of natural justice and *prima-facie* there is material to show that HAT (Appellate Arbitral Tribunal) was influenced by

executive diktat issued by some officers of the exchange not to remand the matter back to the Original Arbitral Tribunal (OAT).

56. The learned District Judge while passing the impugned order, considered the above referred reasons as exceptional circumstances which go to the root of the case if not explained at the final hearing.

57. From the above referred observations, it is evident that the unconditional stay was not granted under the second proviso to sub-section (3) of Section 36 of the Arbitration Act.

58. Though there were pleadings that the impugned award was obtained by fraud and corruption to bring the case under the second proviso of sub section (3) of Section 36 of the Arbitration Act, there are no findings recorded in that regard by the learned District Judge.

59. In light of the above referred observations considering the fact that the learned District Judge has failed to exercise its jurisdiction in accordance with the provisions of law, I am of the opinion that the writ petition is maintainable under Articles 226 and 227 of the Constitution of India. Hence, the objection to the maintainability of the writ petition is hereby rejected.

60. Having held so, I have no hesitation to further hold that the impugned order granting stay to the award unconditionally, is erroneous. Furthermore, I am of the considered view that, the reasons recorded by the learned District Judge while granting stay to the award unconditionally, may be sufficient reasons for not asking the appellant to deposit the amount under the award, but certainly the Court ought to have asked for furnishing security as equitable measure.

61. It is to be noted that, both the parties argued at length on merit of the matter to justify their individual case. However, considering the limited question involved in the present writ petition, I do not find appropriate to go into the merits of the matter for the reason that any finding on merit may cause prejudice to any of the parties or the Court may get influenced by it while passing the final order under Section 34 of the Arbitration Act.

62. In the circumstances, I am of the opinion that the impugned order needs to be modified by asking the respondent to furnish the solvent surety to the extent of 50% of the decretal amount to the satisfaction of the District Court. Accordingly, I pass the following order:

- i) The Writ Petition is allowed.
- ii) The impugned order dated 14/09/2022, passed by Commercial Court, Amravati in Arbitration Petition No.84 of 2022 is quashed and set aside to the extent granting stay to the awards dated 15/01/2021 and 12/02/2022, unconditionally and thereby modified the impugned order dated 14/09/2022 by granting stay to the impugned awards dated 15/01/2021 and 12/02/2022, subject to furnishing solvent surety to the extent of 50% of the decretal amount to the satisfaction of the District Court.

The Writ Petition is **disposed of** accordingly. No order as to costs.

( ANIL S. KILOR, J )

63. At this stage, the learned counsel for the respondent prays for keeping the judgment and order in abeyance for four weeks.

64. None for the petitioner.

65.           Considering the request made by the respondent, I am of the opinion that since no prejudice will be caused to the petitioner, if the judgment and order is kept in abeyance for four weeks, the request is allowed and thereby the judgment is kept in abeyance for four weeks from today.

( ANIL S. KILOR, J )

*RRaut..*