



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 14.10.2022

PRONOUNCED ON : 12.01.2023

CORAM:

THE HONOURABLE Mr. JUSTICE S.SOUNTHAR

C.R.P.Nos.361 and 362 of 2020, 847, 851, 2663 and 2665 of 2022
and CMP.Nos.1872 of 2020, 1881 of 2020, 4306 of 2022, 4334 of 2022,
6120 and 13813 of 2022, 13820 and 6119 of 2022

CRP(NPD).No.361 of 2020:

O.Mohan

...Petitioner

Versus

P.S.Krishnaraj (died)
(Rep.by his legal heirs respondent 1 to 3 hereinafter)

1.Canagaradjou
2.Rajeswari @ Santha
3.Gnanalatchoumy @ Radabaye
4.The Land Acquisition Officer,
Revenue Department,
Puducherry.

...Respondents

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India against the Order and decretal order dated 22.10.2019 and made in I.A.No.2073 of 2018 in LAOP.No.3 of 2001 on the file of the



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

Principal District Court at Puducherry praying to set aside the same.

WEB COPY

For Petitioner :Mr.S.Mahimai Raj
For Respondents :Mr.B.Kumar
Senior Advocate
for Mr.R.Ravicoumar
Ms.R.Poornima (caveator)
for R1 to R3
M/s.G.DJearany
Govt.Advocate for R4
Pondicherry

CRP(NPD).No.362 of 2020:

O.Mohan

...Petitioner

Versus

P.S.Krishnaraj (died)
(Rep.by his legal heirs respondent 1 to 3 hereinafter)

1.Canagaradjou
2.Rajeswari @ Santha
3.Gnanalatchoumy @ Radabaye
4.The Land Acquisition Officer,
Revenue Department,
Puducherry.

...Respondents

PRAYER: Civil Revision Petition filed under Article 227 of the
Constitution of India against the Order and decretal order dated 22.10.2019

2/26



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

and made in I.A.No.2074 of 2018 in LAOP.No.4 of 2001 on the file of the Principal District Court at Puducherry praying to set aside the same.

For Petitioner :Mr.S.Mahimai Raj

For Respondents :Mr.B.Kumar
Senior Advocate
for Mr.R.Ravicoumar
Ms.R.Poornima (caveator)
for R1 to R3
M/s.G.DJearany
Govt.Advocate for R4
Pondicherry

CRP(NPD).No.847 of 2022:

O.Mohan

...Petitioner

Versus

P.S.Krishnaraj (died)
(Rep.by his legal heirs respondent 1 to 3 hereinafter)
1.Canagaradjou
2.Rajeswari @ Santha
3.Gnanalatchoumy @ Radabaye
4.The Land Acquisition Officer,
Revenue Department,
Puducherry.

...Respondents

PRAYER: Civil Revision Petition filed under Article 227 of the



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

Constitution of India against the Order and decretal order dated 03.12.2021 and made in I.A.No.264 of 2020 in LAOP.No.3 of 2001 on the file of the Principal District Court at Puducherry.

For Petitioner :Mr.S.Mahimai Raj
For Respondents :Mr.B.Kumar
Senior Advocate
for Mr.R.Ravicoumar
Ms.R.Poornima (caveator)
for R1 to R3
M/s.G.DJearany
Govt.Advocate for R4
Pondicherry

CRP(NPD).No.851 of 2022:

O.Mohan

...Petitioner

Versus

P.S.Krishnaraj (died)
(Rep.by his legal heirs respondent 1 to 3 hereinafter)

1.Canagaradjou
2.Rajeswari @ Santha
3.Gnanalatchoumy @ Radabaye
4.The Land Acquisition Officer,
Revenue Department,
Puducherry.

...Respondents



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India against the Order and decretal order dated 03.12.2021 and made in I.A.No.62 of 2020 in LAOP.No.3 of 2001 on the file of the Principal District Court at Puducherry.

For Petitioner :Mr.S.Mahimai Raj

For Respondents :Mr.B.Kumar
Senior Advocate
for Mr.R.Ravicoumar
Ms.R.Poornima (caveator)
for R1 to R3
M/s.G.DJearany
Govt.Advocate for R4
Pondicherry

CRP(NPD).2663 of 2022:

O.Mohan

...Petitioner

Versus

P.S.Krishnaraj (died)
(Rep.by his legal heirs respondent 1 to 3 hereinafter)
1.Canagaradjou
2.Rajeswari @ Santha
3.Gnanalatchoumy @ Radabaye
(Respondent Nos.2 and 3 are
represented by their power agent)
4.The Land Acquisition Officer,
Revenue Department,

5/26



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

Puducherry.

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India against the Order and decretal order dated 03.12.2021 and made in I.A.No.64 of 2020 in LAOP.No.4 of 2001 on the file of the Principal District Court at Puducherry praying to set aside the same.

For Petitioner :Mr.S.Mahimai Raj

For Respondents :Mr.B.Kumar
Senior Advocate
for Mr.R.Ravicoumar
Ms.R.Poornima (caveator)
for R1 to R3
M/s.G.DJearany
Govt.Advocate for R4
Pondicherry

CRP(NPD).2665 of 2022:

O.Mohan

...Petitioner

Versus

P.S.Krishnaraj (died)
(Rep.by his legal heirs respondent 1 to 3 hereinafter)
1.Canagaradjou
2.Rajeswari @ Santha
3.Gnanalatchoumy @ Radabaye
(Respondent Nos.2 and 3 are
represented by their power agent)
4.The Land Acquisition Officer,

6/26



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

Revenue Department,
Puducherry.

WEB COPY

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India against the Order and decretal order dated 03.12.2021 and made in I.A.No.266 of 2020 in LAOP.No.4 of 2001 on the file of the Principal District Court at Puducherry praying to set aside the same.

For Petitioner :Mr.S.Mahimai Raj

For Respondents :Mr.B.Kumar
Senior Advocate
for Mr.R.Ravicoumar
Ms.R.Poornima (caveator)
for R1 to R3
M/s.G.DJearany
Govt.Advocate for R4
Pondicherry

COMMON ORDER

CRP.No.362 of 2020 arising out of dismissal of I.A.No.2074 of 2018, which was filed by revision petitioner seeking payment out of his half share in the land acquisition compensation i.e. Rs.1,10,77,157/-.

2. CRP.No.361 of 2020 arising out of dismissal of I.A.No.2073



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

of 2018 filed by the original owners of the land namely Krishnaraj (died) his siblings and petitioner herein (agreement holder) seeking payment out of the compensation amount of Rs.2,89,77,335.50/-.

3. While these two revisions are pending before this Court, the respondents 1 to 3 herein filed a petition for receiving cheque for part payment of land acquisition compensation amount lying in Court deposit in I.A.No.264 of 2020, I.A.No.62 of 2020 in LAOP.No.3 of 2001 and I.A.No.64 of 2020 and I.A.No.266 of 2020 in LAOP.No.4 of 2001. The Court below ordered the said application on the ground that there is no interim stay passed by this Court and aggrieved by the same, the revision petitioner has filed CRP.Nos.847, 851, 2663 and 2665 of 2022. All the CRPs are connected together and the main point to be decided is whether the petitioner herein is entitled to any portion of the compensation amount as a person interested in the acquired land. Hence, all these cases are heard together and common order is passed.



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

WEB COPY

4. As per the admitted case of the parties, the land with an extent of 3 Hectares and 62 Ares in S.No.R.S.17/1 in Reddiarpalayam Revenue Village was originally owned by one Subramania Chettiyar. He executed a gift deed in favour of his son deceased Krishnaraj on 11.03.1940, whereunder, he had given half of the said property in favour of his son.

Thereafter, Subramania Chettiyar died intestate and his half share was inherited by his four children namely deceased Krishnaraj and respondents 1 to 3 herein. Therefore, the deceased Krishnaraj was entitled to 5/8th share in the said land and the respondents 1 to 3 herein are entitled to 1/8th share each. The said land was acquired by the 4th respondent for construction of pediatric and women hospital by invoking emergency provision of land acquisition. These are all the admitted facts by both the parties.

5. According to the petitioner, on 09.02.1994, he entered into an agreement with deceased Krishnaraj, whereunder, it was agreed between



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

the parties to the agreement that the petitioner herein should develop the land by plotting it out and he was also authorized to sell the same. It was also agreed that net sale profits shall be divided equally between the petitioner and Krishnaraj. It was also agreed that in the event of land acquisition proceedings initiated by the Government, parties shall endeavour to prevent such proceedings by resorting to legal actions and other incidental connected charges shall be borne by both the parties equally. It was also agreed in case of land acquisition, in spite of best efforts to prevent the same by the parties, the land acquisition compensation amount shall be apportioned as agreed between them and approved by the land acquisition department.

6. The 4th respondent herein passed an award fixing the total compensation amount for the land acquired at Rs.6,01,93,587.80/-, the amount of compensation was arrived at by fixing the value of the land at Rs.1,23,740/- per Are.



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

7. The deceased Krishnaraj, the petitioner herein and respondents 1 to 3 filed a claim in reference under Section 18 of land acquisition Act in LAOP.No.3 of 2001. The deceased Krishnaraj alone filed a claim in LAOP.No.4 of 2001, seeking enhanced compensation by an order dated 22.02.2002, the award was passed by the land acquisition tribunal allowing LAOP.No.3 of 2001 and LAOP.No.4 of 2001, enhancing the compensation amount to Rs.12,25,06,715.80/- and Rs.12,35,263.35/- respectively. Aggrieved by the enhancement of compensation, the fourth respondent had filed appeals before this Court in A.S.Nos.60 and 61 of 2002 and the same was dismissed on 28.03.2016. The SLP filed challenging the judgment and decree passed in A.S.Nos.60 and 61 of 2002 were also dismissed and the enhancement granted by the land acquisition Tribunal had attained finality. Therefore, the petitioner herein, the deceased Krishnaraj and respondents 1 to 3 jointly filed E.P.No.98 of 2017 for execution of award. The deceased Krishnaraj alone filed E.P.No.99 of 2017 and after his death, the respondents 1 to 3 were brought on record in E.P.No.99 of 2017 as Legal representatives.



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

WEB COPY

8. After dismissal of SLP, petitioner, the deceased Krishnaraj and respondents 1 to 3 filed a petition for payment out of the compensation amount in I.A.No.2073 of 2018 in LAOP.No.3 of 2001. Likewise, the petitioner herein filed I.A.No.2074 of 2018 in LAOP.No.4 of 2001, seeking payment out of half of the compensation amount. These applications were filed mainly based on the agreement between the petitioner and deceased Krishnaraj dated 14.02.2000 marked as Ex.P13. As per the terms of the said agreement, the deceased Krishnaraj and respondents 1 to 3 are entitled to 5 Crores out of the compensation amount fixed by the authorities and the petitioner is entitled to any amount in excess of 5 Crores. It was further agreed that, in case of enhancement of the compensation amount fixed by the land acquisition authority by way of reference to tribunal or appeal to the higher forum, the enhanced compensation shall be divided between the petitioner on one hand and deceased Krishnaraj and respondents 1 to 3 on other hand on 50:50 basis. In other words, the petitioner, who earlier in the year 1994 entered into a development agreement is entitled to 50% of the



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

enhanced compensation amount.

WEB COPY

9. The main issue to be decided in these revisions is whether the petitioner herein, who is not admittedly the owner of the acquired land but only an agreement holder is entitled to claim share in the compensation amount by virtue of agreement dated 09.02.1994, marked as Ex.P21 and agreement dated 14.02.2000 marked as Ex.P13. It is the admitted case, Section 6 Declaration under Land Acquisition Act was made on 15.12.1998.

10. The learned counsel for the petitioner mainly contended that under agreement dated 09.02.1994, which was marked as Ex.P21, the petitioner entered into an agreement with the first respondent/deceased Krishnaraj for development of the lands in question and he invested huge money in development of the lands. When acquisition proceedings were initiated, he had taken every efforts to challenge the acquisition proceedings in the Court of law.



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

WEB COPY

11. When the compensation amount was fixed by the Land Acquisition Officer, petitioner, Krishnaraj and respondents 1 to 3 jointly made a claim for enhancement. All of them together filed first appeal before this Court and also SLP before the Supreme Court. The learned counsel by taking this Court to Ex.P15, appeal papers preferred by Krishnaraj and others seeking enhancement of the compensation submitted that the deceased Krishnaraj himself admitted about the efforts taken by the petitioner and money spent by the petitioner in legal proceedings. It was further submitted by the learned counsel only in recognition of the efforts and expenditures incurred by the petitioner, the second agreement was entered into between the petitioner and Krishnaraj under Ex.P13, wherein it was agreed that the petitioner is entitled to any compensation amount fixed by the Land Acquisition Officer in excess of 5 crores and the petitioner is entitled to 50% of the enhanced amount, if any.

12. The learned counsel elaborately submitted that both these



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

agreements were acted upon, all along petitioner, Krishnaraj and respondents 1 to 3 were conducting the legal proceedings jointly by engaging the same Advocate. It was also submitted that portion of the compensation amount was withdrawn and share of the petitioner was paid to him by deceased Krishnaraj, when he was alive. Therefore, the learned counsel based on Exs.P13 and P21 agreement submitted that the petitioner herein is entitled to 50% of the compensation amount lying in the Court deposit. Assailing the findings of the Court below in the impugned orders that the agreement entered into between the petitioner and Krishnaraj was not valid, the learned counsel submitted that various legal proceedings were initiated up to Supreme Court by the petitioner, Krishnaraj and respondents 1 to 3 jointly.

13. When these agreements were acted upon, it is not open to the respondents 1 to 3 to turn around after death of Krishnaraj and say that the petitioner is not entitled to any share in the compensation amount. It was also submitted that said Krishnaraj entered into an agreement in respect of the acquired land not only for himself but also on behalf of the



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

respondents 1 to 3 in his capacity as a senior member of the family.

Therefore, the learned counsel submitted that the agreement is binding on respondents 1 to 3 even though they were not parties to the same.

14. Per contra, the learned Senior counsel appearing for the respondents 1 to 3 submitted that the agreement relied on by the petitioner will not cloth him with any right to claim compensation, in view of the settled law, an agreement shall not create any interest in the immovable property.

15. The learned senior counsel further submitted that an agreement dated 14.02.2000 marked as Ex.P13 came into existence subsequent to Section 6 Declaration. The learned counsel elaborated the same by saying that Section 6 Declaration made the property to vest with the Government free from all encumbrances and consequently, the agreement between the petitioner and deceased Krishnaraj is not valid. The learned senior counsel further submitted that the petitioner is not a person



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

having interest in the land and therefore, the Court below rightly dismissed the petition filed seeking share in the compensation. In support of his contention the learned counsel relied on the following two decisions:

1. 2019 (10) SCC 229 reported in Shiv Kumar and others. vs. Union of India (UOI) and others
2. 2009 (17) SCC 341 reported in Thiriveedhi Channaiah vs. Gudipudi Venkata Subba Rao (D) by Lrs. and others.

16. Heard the arguments of Mr.S.Mahimai Raj, learned counsel for the petitioner and Mr.B.Kumar, learned Senior counsel for Mr.R.Ravicoumar and R.Poornima (Caveator) for R1 to R3 and Mr.G.DJearany, learned Government Advocate, Pondicherry appearing for R4 and perused the typed set of papers.

17. The main issue to be decided in this revision is whether the petitioner is entitled any interest in the acquired land and consequently, entitled to any share in the property. As per the admitted case of the parties,



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

the deceased Krishnaraj and respondents 1 to 3 are the original owners of the acquired lands. The deceased Krishnaraj is entitled to 5/8th share and his siblings namely the respondents 1 to 3 are entitled to 1/8th share (each). The petitioner herein claim interest in the acquired land based on Ex.P21-development agreement entered between him and deceased Krishnaraj dated 09.02.1994 and Ex.P13-agreement between him and deceased Krishnaraj to share the compensation amount dated 14.02.2000. First of all, we have to see, whether these two agreements will create any interest in the acquired lands in favour of the petitioner. It is settled law, an agreement will not create any interest in an immovable property. It would be appropriate to refer to Section 54 of the Transfer of Property Act, in this regard, which reads as follows:

‘Sale’ is a transfer of ownership in exchange for a price paid or promised or part-paid and part-promised.

Sale how made.—3Such transfer, in the case of tangible immoveable property of the value of one hundred rupees and upwards, or in the case of a reversion or other intangible



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

WEB COPY

thing, can be made only by a registered instrument.

In the case of tangible immoveable property of a value less than one hundred rupees, such transfer may be made either by a registered instrument or by delivery of the property.

Delivery of tangible immoveable property takes place when the seller places the buyer, or such person as he directs, in possession of the property.

Contract for sale.—A contract for the sale of immoveable property is a contract that a sale of such property shall take place on terms settled between the parties.

It does not, of itself, create any interest in or charge on such property.

A cursory look at the provision makes it clear that an agreement by itself will not create an interest in an immovable property.

18. The Hon'ble Apex Court in a recent decision in **Delhi Development Authority vs Damini Wadhwa** reported in **2022 LiveLaw**



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

(SC) 913, reiterated that an agreement holder will not acquire any interest in an immovable property. The relevant observation of the Apex Court in the above decision is as follows:

“7. At the outset, it is required to be noted that from the counter filed on behalf of the DDA, which is on record, it appears that the respondent No. 1 – original writ petitioner filed the writ petition and claimed the right, title, or interest in the lands in question on the basis of the Agreement to Sell dated 22.05.2016. As per the settled position of law, Agreement to Sell by itself does not confer any right, title, or interest.”

19. Hence, an agreement as such will not create any interest for the agreement holder in the subject matter of the contract. Therefore, the petitioner herein by entering into an agreement with the deceased Krishnaraj who had 5/8th share in the acquired land cannot claim that he is a person interested in the land and move land acquisition Tribunal for share in compensation. The petitioner by referring to legal proceedings initiated by him along with the deceased Krishnaraj and respondents 1 to 3 cannot claim that interest has been created in his favour over the acquired land by rule of



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

estoppel or by contract. The title or interest in an immovable property must be acquired by a person in a manner known to law and merely because, he entered into a contract with the original owner to develop the land or to share compensation amount, he will not acquire any right in the immovable property.

20. Though the revision petitioner referred to earlier legal proceedings which were jointly initiated or defended by him along with Krishnaraj and contesting respondent, absolutely, there is no evidence available on record to show in pursuance of development agreement in the year 1994, he indeed developed the land and incurred expenditure. The only evidence available in favour of the petitioner on record is the affidavit filed by Krishnaraj, which is available in the SLP papers marked as Ex.P15, wherein, Krishnaraj admitted that the petitioner funded the litigation. Likewise, the deceased Krishnaraj in his evidence before the land acquisition tribunal, which was marked as Ex.P17 admitted that he entered into an agreement with the petitioner to share the compensation. These



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

pieces of evidence can only help the petitioner to prove that he indeed entered into an agreement with Krishnaraj to share the compensation amount and he funded the litigation. But, however, these admissions by Krishnaraj will never confer any right to the petitioner in immovable property namely the acquired lands. Therefore, based on Exs.P13 and P21 agreements, by no stretch of imagination the petitioner can be treated as a person interested in the lands acquired and consequently, he is not entitled to maintain an application for withdrawal of the compensation amount. If at all it is for him to work out his remedy based on his right, if any, created in his favour under the said agreements by initiating appropriate proceedings for enforcement of his right under the agreement.

21. In fact, Ex.P13-agreement to share the compensation amount was entered into between the petitioner and the deceased Krishnaraj, subsequent to Section 6 Declaration. The said Krishnaraj is not entitled to enter into any agreement in respect of the acquired land after Section 6 declaration. Therefore, the petitioner cannot acquire any interest



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

in the acquired land under Ex.P13.

WEB COPY

22. While, dismissing the petition filed by Krishnaraj, seeking payment, the Court below held that an agreement between the petitioner and Krishnaraj was void and not enforceable in law for its ambiguity. There was an agreement to share the land acquisition compensation amount. Subsequent, to the agreement as established by Exs.P15 and P20, the petitioner, Krishnaraj and respondents 1 to 3 have jointly filed petitions before the Court of law, seeking compensation and its enhancement. Therefore, the said Krishnaraj and respondents 1 to 3 accepted the agreement. In fact, the said Krishnaraj had gone to the extent of deposing before the Court that petitioner is entitled to share in the compensation as mentioned in Ex.P17. Therefore, though I feel the petitioner has not acquired any interest in the acquired land and hence he is not entitled to maintain a petition for payment out of the compensation deposited before the Court, it is always open to him to enforce his contractual right by initiating appropriate proceedings in accordance with law, if so advised. It



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

is needless to mention that after the death of Krishnaraj, his share in the property devolved upon the respondents 1 to 3 in their capacity as class 2 heirs of Krishnaraj. Therefore, the agreement between the Krishnaraj and petitioner will certainly bind the estate of the Krishnaraj in the hands of respondents 1 to 3. Therefore, I hold that if at all the petitioner has any right to share in the compensation amount by virtue of agreement, the right under the agreement can be enforced by the petitioner by initiating the appropriate legal proceedings. However, he is not entitled to maintain a petition for payment, as he is not a person interested in the land. If petitioner initiates any legal proceedings based on his right under the contract, the validity of the agreement, its enforceability etc., can be gone into in the said proceedings.

23. The Civil Revision Petitions are dismissed with liberty as indicated above. No costs. Consequently, connected miscellaneous petitions are closed.

12.01.2023
(¹/₂)



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

Note: Issue order copy on 20.01.2023

NCC: Yes

Index: Yes

Speaking Order / Non-Speaking Order
ub

S.SOUNTHAR, J.

ub

To
The Principal District Court,
Puducherry.

Pre-delivery order made in

C.R.P.Nos.361 and 362 of 2020, 847,
851, 2663 and 2665 of 2022

12.01.2023

($\frac{1}{2}$)

25/26



WEB COPY



C.R.P.Nos.847, 851, 2663, 2665, of 2022 and 361, 362 of 2020

C.R.P.Nos.361 and 362 of 2020, 847, 851, 2663 and 2665 of 2022 and CMP.Nos.1872 of 2020, 1881 of 2020, 4306 of 2022, 4334 of 2022, 6120 and 13813 of 2022, 13820 and 6119 of 2022

S.SOUNTHAR, J.

After pronouncement of the orders, the learned counsel appearing for the petitioner submitted that in the event of the respondents withdrawing the amount lying in the deposit, the rights of the petitioner would be prejudiced. Therefore, a limited stay may be given to protect his interest, taking into consideration the time limit of 90 days available for him to move the Apex Court.

2. Taking into consideration the submission made by the learned counsel for the petitioner, the order is kept in abeyance for a period of four weeks from the date of receipt of a copy of this order.

12.01.2023

Note: Registry is directed to issue order copy on 20.01.2023