IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	Pronounced on
23.11.2023	**29.11.2023**

CORAM

THE HONOURABLE MR. JUSTICE M.DHANDAPANI

C.M.A. NO. 2439 OF 2019
AND
C.M.P. NOS. 11188 OF 2019 & 423 OF 2020

Royal Sundaram Alliance
Insurance Co. Ltd.
Sundaram Towers
45, 46, Whites Road
Chennai 600 014. .. Appellant

- Vs -

1. Parvin @ Ramija
2. Minor Gorima

Rep. By mother and
Next Friend Parvin @ Ramija

3. Mahoob Basha .. Respondents

Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988, against the judgment and decree made in MACTOP No.476 of 2011 on the file of the Motor Accidents Claims Tribunal (Subordinate Judge) at Sankagiri dated 27.11.2017.

For Appellant : Mr. M.Krishnamoorthy

For Respondents : C.Kulanthaivel for RR-1 & 2

JUDGMENT

Assailing the judgment and decree in O.P. No.476/2011 on the file of the learned Subordinate Judge, Sankari, in and by which the Tribunal had directed the 2nd respondent/insurer to pay the compensation to the claimants and recover the same from the 1st respondent/owner of the vehicle, the present appeal has been filed.

2. The case of the claimants, as is evidenced from the claim petition is that the deceased Musthafa was travelling in a lorry bearing Regn. No.KA-01-AB-8688, as its cleaner-cum-loader on 21.3.2011 at about 10.00 p.m. On the fateful day, the lorry was driven by its driver in a rash and negligent manner and on application of sudden brake, in a reckless manner, the door on the side in which the cleaner was seated was opened resulting in the deceased being thrown ort of the vehicle resulting in grievous head injury and the deceased was rushed to

the Government Hospital, Jagalur, but died on the way to the hospital, which resulted in the filing of the claim petition.

3. Before the Tribunal, the claimants examined two witnesses as P.W.s 1 and 2 and marked Exs.P-1 to P-13. On the side of the 2nd respondent/insurer, R.W.1 was examined and Exs.R-1 to R-7 were marked. On the basis of the oral and documentary evidence, the Tribunal, while ordered compensation in a sum of Rs.16,15,000/- along with interest at 7.5% p.a. and apportioning the same between the various claimants, directed the 2nd respondent/insurer to pay the compensation and, thereafter, recover the same from the 1st respondent/owner of the vehicle. Aggrieved by the said order, the present appeal has been preferred by the 2nd respondent/insurer.

4. Learned counsel appearing for the appellant submitted that the cheque was dated 26.5.2010, which stood dishonoured on 14.6.2010 and the said dishonour as also the cancellation of the policy were communicated to the insured on the very same day through RPAD, which has been marked as Ex.R-4 and the return of the post with the endorsement “Left” has also been marked as

Ex.R-6. Learned counsel further submits that the appellant has also informed about the cancellation of the policy to the Regional Transport Officer vide Ex.R-5 and the acknowledgement thereof is Ex.R-7. Therefore, the appellant has complied with his part of the duty.

5. It is the further submission of the learned counsel that the Tribunal, though had recorded a categorical finding, had erroneously directed the appellant to pay the compensation and recover the same from the insured/owner of the vehicle, which is wholly erroneous, which requires to be interfered with by this Court, as the said finding is hit by a catena of precedents and ratio laid down on the said issue by the various Courts.

6. In support of the aforesaid submissions, learned counsel appearing for the appellant placed reliance on the following decisions :-

i) *Deddappa & Ors. – National Insurance Co. Ltd. (2008 (2) TN MAC 138 (SC));*

ii) *United India Insurance co. Ltd. – Vs – Laxmamma & Ors. (2012 (1) TN MAC 481 (SC));*

iii) *New India Assurance Co. Ltd. – Vs – Tara Devi & Ors. (2016 (2) TN MAC 520 (SC));*

iv) *IFFCO-TOKIO Gen. Insurance Co. – Vs – Shanas (2021 (2) TN MAC 28 (DB));*

v) *Prasanna B – Vs – Kabeer & Anr. (2019 (1) TN MAC 274 (FB) (Ker.));*

vi) *United India Insurance Co. Ltd. – Vs – Golla Nattala Gopal & Ors. (2016 (1) TN MAC 557 (Hyd.);*

vii) *National Insurance Co. – Vs – Kothai Nayaki & Ors. (2023 (1) TN MAC 646 (DB)*

7. Without prejudice to the aforesaid contention, it is the submission of the learned counsel that the compensation awarded on various heads is grossly high and that the percentage towards future prospects have also not been properly computed. In support of the aforesaid contention, learned counsel placed reliance on the Constitution Bench decision of the Supreme Court in ***National Insurance Co. Ltd. – Vs – Pranay Sethi & Ors. (2017 (2) TNMAC 609 (SC))***.

8. Per contra, learned counsel appearing for the claimants submitted that the Tribunal had rightly appreciated the decisions in line with the facts of the

present case and had come to the conclusion that the benevolent provision u/s 147 (5) and 149 (1) of the Motor Vehicles Act should be construed leniently in favour of the third party and Section 64 VB of the Motor Vehicles Act should not be made to erode the benevolent legislation and had, therefore, directed the appellant to make good the compensation to the claimants and to recover the same from the insured/owner of the vehicle, which is just and reasonable and, therefore, no interference is warranted with the said finding.

9. On the aspect of higher fixation of future prospects and compensation under the other heads, learned counsel submitted that all the heads of compensation have been carefully tabulated by the Tribunal by following the ratio laid down in the various decisions and, therefore, no interference is warranted with the quantum of compensation awarded.

10. The 3rd respondent is the insured/owner of the vehicle, who was set ex-parte before the Tribunal. Even before this Court, inspite of notice, the 3rd respondent had not turned up to contest the case.

11. This Court gave its careful consideration to the submissions advanced by the learned counsel appearing on either side and perused the materials available on record and also the various decisions relied on by the learned counsel for the appellant.

12. The main grievance put forth before this Court on behalf of the insurer is that the order directing payment of compensation to the claimants and subsequent recovery is wholly erroneous, as on the date of the accident, viz., 21.03.2011, there was no policy subsisting in the eye of law, as the policy, which was issued by receiving the cheque was cancelled subsequently on 14.6.2010, due to dishonour of the cheque and communication with regard to the cancellation of the policy had been given to the insured/3rd respondent and the Regional Transport Officer.

13. As aforesaid, the 3rd respondent/insured, had remained ex parte before the Tribunal as also before this Court. In the light of the above factual position, this Court, based on the various legal precedents on the subject is to

look at the issue to arrive at a decision as to the acceptability of the order passed by the Tribunal.

14. There is no quarrel with the fact that the cheque dated 14.6.2010 was issued by the 3rd respondent towards issuance of the policy and policy also stood issued with the risk commencing from 26.5.2010 to 25.5.2011. However, the said coverage is subject to the realisation of the cheque, which goes without saying, as it is a contract of insurance entered into between the insurer and the insured and, thereby, the conditions of contract has to be fulfilled by both the parties to the contract.

15. In the aforesaid backdrop, the facts of the case reveal that the cheque dated 26.5.2010, issued towards coverage of risk, stood dishonoured, which was communicated by the insurer's banker on 14.6.2010 and, in turn, the insurer, on even date, cancelled the policy and communicated the same to the 3rd respondent/insured, which is evidenced from Ex.R-4 and received the acknowledgment with endorsement "Left" under Ex.R-6. Further, the appellant/insurer had also communicated the cancellation of the policy to the

Regional Transport Officer on 18.6.2010 as is evidenced by Ex.R-5 and acknowledgment under Ex.R-7. However, the accident had taken place on 21.3.2011, after a period of about nine months from the date of cancellation of the policy. The Tribunal, on the basis of the decision in ***Oriental Insurance Co. Ltd. – Vs – Mophammed Hussain & Anr. (2009 AC 2468)***, had ordered payment of compensation by the appellant/insurer and consequential recovery of the same from the 3rd respondent/insured.

16. Placing reliance on the decision in ***Oriental Insurance Co. Ltd. – Vs – Inderjit Kaur & Ors. (1998 (1) SCC 371)***, it is contended on behalf of the claimants that the order of the Tribunal is just and reasonable.

17. In *Inderjit Kaur case,* the Apex Court had occasion to consider Section 64-VB vis-a-vis Sections 147 (5) and 149 (1) and in that context held as under :-

> *"9. We have, therefore, this position. Despite the bar created by Section 64-VB of the Insurance Act, the appellant, an authorised insurer, issued a policy of insurance to cover the bus without receiving the premium therefor. By reason of the provisions of Section 147(5) and 149(1) of the Motor Vehicles Act , the appellant became liable to identify third parties in respect of the*

liability which that policy covered and to satisfy awards of compensation in respect thereof notwithstanding its entitlement (upon which we do not express any opinion) to avoid or cancel the policy for the reason that the cheque issued in payment of the premium thereon had not been honoured."

18. There could be no quarrel with the fact that it is the duty of the insurer to indemnify the third parties upon issuance of a policy with regard to the vehicle, which is covered by the terms of the policy. However, it is to be pointed out that the coverage would subsist only if the contract is honoured by the insured as well. If the premium due towards the said policy is not paid and the cheque, which is given in pursuance thereof, stands dishonoured, then a duty is cast on the insurer that while cancelling the policy to communicate the dishonour of the cheque to the insured so as to enable the insured to pay the amount to have the policy renewed/revived. The above communication is put to the insured only to see to it that the coverage continues and the vehicle is covered so that the third parties, who suffer any accident on account of the said vehicle, would be in a position to receive the compensation for the loss suffered.

19. The law of contracts, which is the guiding factor in insurance claims, has been succinctly dealt with by the Apex Court in the case of ***Deddappa & Ors. – Vs – The Branch Manager, National Insurance Co. Ltd. (2008 (2) TN MAC 138 (SC))***, wherein, in case of cheque dishonour in the case of policies which cover the vehicle, the liability being contractual in nature, the Apex Court has held as under:-

> *17. We may, however, notice that in terms of sub-section (5) of Section 147 and sub-section (1) of Section 149 of the Act, the Insurance Company became liable to satisfy awards of compensation in respect thereof, notwithstanding its entitlement to avoid or cancel the policy for the reason that the cheque issued for payment of premium thereon had not been honoured.*
>
> *18. The said question, however, was left open in Inderjit Kaur (supra).*
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> * * * * * * *
>
> *21. Almost an identical question again came up for consideration before this Court in National Insurance Co. Ltd. v. Seema Malhotra and Ors. [(2001) 3 SCC 151], a Division Bench noticed both the aforementioned decisions and analysed the same in the light of Section 64-VB of the 1938 Act. It was held :*

"17. In a contract of insurance when the insured gives a cheque towards payment of premium or part of the premium, such a contract consists of reciprocal promise. The drawer of the cheque promises the insurer that the cheque, on presentation, would yield the amount in cash. It cannot be forgotten that a cheque is a bill of exchange drawn on a specified banker. A bill of exchange is an instrument in writing containing an unconditional order directing a certain person to pay a certain sum of money to a certain person. It involves a promise that such money would be paid.

18. Thus, when the insured fails to pay the premium promised, or when the cheque issued by him towards the premium is returned dishonoured by the bank concerned the insurer need not perform his part of the promise. The corollary is that the insured cannot claim performance from the insurer in such a situation.

19. Under Section 25 of the Contract Act an agreement made without consideration is void. Section 65 of the Contract Act says that when a contract becomes void any person who has received any advantage under such contract is bound to restore it to the person from whom he received it. So, even if the insurer has disbursed the amount covered by the policy *to the insured before the cheque was returned dishonoured, the insurer is entitled to get the money back.*

20. However, if the insured makes up the premium even after the cheque was dishonoured but before the date of accident it would be a different case as payment of consideration can be treated as paid in the order in which the nature of transaction required it. As such an event did not happen in this case, the Insurance Company is legally justified in refusing to pay the amount claimed by the respondents".

22. A contract is based on reciprocal promise. Reciprocal promises by the parties are condition precedents for a valid contract. A contract furthermore must be for consideration.

23. In today's world payment made by cheque is ordinarily accepted as valid tender. Section 64VB of the 1938 Act also provides for such a scheme.

* * * * * * *

25. Recently again in New India Assurance Co. Ltd. v. Harshadbhai Amrutbhai Modhiya and Anr. [(2006) 5 SCC 192], although in the context of the Workmen Compensation Act, 1923, Balasubramanyan, J opined :

"It is not brought to our notice that there is any other law enacted which stands in the way of an insurance company and the insured entering into a

contract confining the obligation of the insurance company to indemnify to a particular head or to a particular amount when it relates to a claim for compensation to a third party arising under the Workmen's Compensation Act. In this situation, the obligation of the insurance company clearly stands limited and the relevant proviso providing for exclusion of liability for interest or penalty has to be given effect to. Unlike the scheme of the Motor Vehicles Act the Workmen's Compensation Act does not confer a right on the claimant for compensation under that Act to claim the payment of compensation in its entirety from the insurer himself".

It was further observed:-

"The law relating to contracts of insurance is part of the general law of contract. So said Roskill, L.J. in Cehave v. Bremer. This view was approved by Lord Wilberforce in Reardon Smith v. Hansen- Tangen (All ER p. 576 h) wherein he said:

"It is desirable that the same legal principles should apply to the law of contract as a whole and that different legal principles should not apply to different branches of that law."

A contract of insurance is to be construed in the first place from the terms used in it, which terms are *themselves to be understood in their primary, natural, ordinary and popular sense. (See Colinvaux's Law of Insurance , 7th Edn., para 2-01.) A policy of insurance has therefore to be construed like any other contract. On a construction of the contract in question it is clear that the insurer had not undertaken the liability for interest and penalty, but had undertaken to indemnify the employer only to reimburse the compensation the employer was liable to pay among other things under the Workmen's Compensation Act. Unless one is in a position to void the exclusion clause concerning liability for interest and penalty imposed on the insured on account of his failure to comply with the requirements of the Workmen's Compensation Act of 1923, the insurer cannot be made liable to the insured for those amounts.""*

26. We are not oblivious of the distinction between the statutory liability of the Insurance Company vis-`-vis a third party in the context of Sections 147 and 149 of the Act and its liabilities in other cases. <u>But the same liabilities arising under a contract of insurance would have to be met if the contract is valid. If the contract of insurance has been cancelled and all concerned have been intimated thereabout, we are of the opinion, the insurance company would not be liable to satisfy the claim</u>."

(Emphasis Supplied)

20. From the above ratio laid down by the Apex Court, it crystallises that the contract of insurance is a reciprocal promise, which is to be performed by the insurer only on the insured performing his part of the promise. True it is that a cheque had been issued by the insured, which, in good faith, had been received by the insurer and a policy has been issued, wherein certain promises are given. But the said promises could be kept up only when the insured keeps up his part of the promise, thereby, the cheque gets honoured. However, the dishonour of the cheque, would absolve the insurer of all the liabilities to which, otherwise, the insurer would be bound to perform.

21. As pointed out by the apex Court, once the cheque issued by the insured is dishonoured by the bank concerned, the insurer need not perform his part of the promise and the no claim can be maintained against the insurer in such a situation. The policy of insurance, being a contract, as provided for u/s 25 of the Contract Act, the agreement becomes void on the insured not paying the consideration. Therefore, the liabilities arising under a contract of insurance

would have to be met if the contract is valid and if the contract of insurance has been cancelled and all concerned have been intimated, the insurance company would not be liable to satisfy the claim.

22. From the above, it is manifestly clear that the ratio laid down in *Deddappa case* has not been the point of consideration in *Inderjit Kaur case*, though in *Inderjit Kaur,* the Apex Court had held that it is the duty of the insurer to indemnify the third parties. However, the larger issue had not been considered in *Inderjit Kaur case*, which has subsequently been discussed in *Deddappa case*.

23. Following the steps in *Deddappa case,* the Apex Court in *Laxmamma case* had occasion to consider a similar issue and making a threadbare discussion by taking into account *Deddappa, Inderjit Kaur case* and ***New India Assurance Co. Ltd. – Vs – Rula & Ors. (2000 (3) SCC 195)***, which has also been considered in *Deddappa case*, the Supreme Court postulated the legal position in the following manner :-

"18. We find it hard to accept the submission of the learned Counsel for the insurer that the three-Judge Bench decision in Inderjit Kaur MANU/SC/0842/1998 : (1998) 1 SCC 371 has been diluted by the subsequent decisions in Seema Malhotra MANU/SC/0112/2001 : (2001) 3 SCC 151 and Deddappa MANU/SC/4587/2007 : (2008) 2 SCC 595. Seema Malhotra MANU/SC/0112/2001 : (2001) 3 SCC 151 and Deddappa MANU/SC/4587/2007 : (2008) 2 SCC 595 turned on the facts obtaining therein. In the case of Seema Malhotra MANU/SC/0112/2001 : (2001) 3 SCC 151, the claim was by the legal heirs of the insured for the damage to the insured vehicle. In this peculiar fact situation, the Court held that when the cheque for premium returned dishonoured, the insurer was not obligated to perform its part of the promise. Insofar as Deddappa MANU/SC/4587/2007 : (2008) 2 SCC 595 is concerned, that was a case where the accident of the vehicle occurred after the insurance policy had already been cancelled by the insurance company.

19. In our view, the legal position is this: where the policy of insurance is issued by an authorized insurer on receipt of cheque towards payment of premium and such cheque is returned dishonoured, the liability of authorized insurer to indemnify third parties in respect of the liability which that policy covered subsists and it has to satisfy award of compensation by reason of the provisions of Sections 147(5) *and 149(1) of the M.V. Act unless the policy of insurance is cancelled by the authorized insurer and intimation of such cancellation has reached the insured before the accident. In other words, where the policy of insurance is issued by an authorized insurer to cover a vehicle on receipt of the cheque paid towards premium and the cheque gets dishonored and before the accident of the vehicle occurs, such insurance company cancels the policy of insurance and sends intimation thereof to the owner, the insurance company's liability to indemnify the third parties which that policy covered ceases and the insurance company is not liable to satisfy awards of compensation in respect thereof."*

(Emphasis Supplied)

24. From the above ratio laid down, it clearly transpires that where the cheque gets dishonoured and before the accident of the vehicle occurs, the insurance company cancels the policy of insurance and sends intimation to the owner and the Regional Transport Officer, the insurance company’s liability to indemnify the third parties which that policy covered ceases and the insurance company is not liable to satisfy awards of compensation in respect thereof. Therefore, once the cancellation of the policy is made and intimation is sent to the insured, the liability of the insurance company ceases.

25. In the case on hand, the cheque, as aforesaid, was dishonoured on 14.6.2010 and the same was intimated to the insured vide, Ex.R-4 and acknowledgment received through Ex.R-6. The accident had taken place only on 21.3.2011, much after nine months from the date of cancellation of the policy and, therefore, the insurance company cannot be fastened with liability to pay the compensation and, thereafter, recover the same from the insured/owner of the vehicle.

26. Though very many decisions of the Apex Court as also the Division Bench of this Court and other High Courts have been relied upon by the appellants, however, this Court is not multiplying the authorities, as they propound the very same ratio, which has been laid down above in *Deddappa* and *Laxmamma case.* Therefore, this Court is refraining itself from making any reference to the said decisions.

27. However, inspite of the above dicta, it is the stand of the claimants that the intimation had not reached the hands of the insured, as is evident from

Ex.R-4, which shows that the RPAD was returned with an endorsement “Left”, as is evident from the acknowledgement, Ex.R-6, and, therefore, in the absence of any Rules, which says mere intimation is sufficient, the service of intimation could not be held to be complete service in the eye of law and, therefore, the liability of the insurance company would not stand absolved.

28. True it is that no Rules or Regulations with regard to the appellant has been placed before this Court to show as to what would be effective service with regard to intimation of cancellation of a policy. It is to be pointed out that in the absence of any specific rule, which mandates what effective service would be, necessarily, this Court has to turn its attention to the General Clauses Act, which prescribes the interpretation to be given with regard to service. Section 27 of the General Clauses Act relates to meaning of service by post and for better understanding and appreciation, the said provision is quoted hereunder :-

> *“**27. Meaning of service by post.-** Where any Central Act or Regulation made after the commencement of this Act authorizes or requires any document to be served by post, whether the expression “serve” or either of the expressions “give” or “send” or any other expression is used, then, unless a different intention*

appears, the service shall be deemed to be effected by properly addressing, pre-paying and posting by registered post, a letter containing the document, and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post."

29. From the above it is evident that in the absence of any Act or Regulation made, service of any document would be deemed to have been effected properly on it being addressed and sent by registered post and proof thereof is filed and unless the contrary is proved, service would be deemed to have been effected.

30. In the case on hand, at the risk of repetition, the dishonour of the cheque was communicated on 14.6.2010 and on even date, the policy was cancelled and vide Ex.R-4, it was intimated to the insured/3rd respondent herein and acknowledgment thereof, under Ex.R-6 has been filed. This clearly shows that service, as is provided for under the term meaning of service by post has been effected and an effective service has been completed. The above view of this Court gains thrust and impetus from the observations of the Supreme Court

in *Laxmamma case*, wherein the Supreme Court has observed that *"...... on receipt of the cheque paid towards premium and the cheque gets dishonoured and before the accident of the vehicle occurs, such insurance company cancels the policy of insurance and sends intimation thereof to the owner, the insurance company's liability to indemnify the third parties which that policy covered ceases and the insurance company is not liable to satisfy awards of compensation in respect thereof."* The aforesaid said view is the reiteration of the view of the Apex Court in *Deddappa case*, where the Supreme Court observed that *".... But the same liabilities arising under a contract of insurance would have to be met if the contract is valid. If the contract of insurance has been cancelled and all concerned have been intimated thereabout, we are of the opinion, the Insurance Company would not be liable to satisfy the claim".*

31. Therefore, the submission of the learned counsel for the claimants that communication with regard to cancellation of policy has not been completed on the 3rd respondent, as service of the communication has not been made on the 3rd respondent in the manner known to law, is wholly flawed and not made out, for the reasons aforesaid and, therefore, this Court holds that

service is completed and the 3rd respondent/insured was intimated about the cancellation of the policy and, therefore, the appellant is not liable to satisfy the claim of the claimants.

32. However, without adverting to the ratio laid down in the aforesaid decisions in proper perspective, the Tribunal had erred in ordering payment of compensation by the appellant and subsequent recovery of the same from the 3rd respondent, by adverting to a decision, which is not applicable to the facts of the present case. Therefore, the order passed by the Tribunal with regard to payment and recovery of the amount by the appellant from the 3rd respondent/insured is liable to be set aside.

33. The words of the Supreme Court in *Deddappa case* sounds a warning note in the ears of this Court to come to the above conclusion, which is quoted hereunder :-

> *"27. A beneficial legislation as is well known should not be construed in such a manner so as to bring within its ambit a benefit which was not contemplated by the legislature to be given to the party. In Regional*

Director, Employees' State Insurance Corporation, Trichur v. Ramanuja Match Industries [AIR 1985 SC 278], this Court held:

> *"We do not doubt that beneficial legislations should have liberal construction with a view to implementing the legislative intent but where such beneficial legislation has a scheme of its own there is no warrant for the Court to travel beyond the scheme and extend the scope of the statute on the pretext of extending the statutory benefit to those who are not covered by the scheme.""*

34. In view of the above, when the beneficial legislation has a scheme of its own, this Court cannot travel beyond the scheme and extent the scope of the statute on the pretext of conferring the statutory benefit on third parties, when they cannot be covered by the scheme. Though this Court is very inclined in favour of granting compensation to the claimants, however, in view of the scheme which is a closed one, this Court cannot travel beyond its scope to grant the relief and necessarily has to leave the claimants to work out their relief to get the compensation from the 3rd respondent/insured in accordance with law. Therefore, to the said extent where the Tribunal has ordered the appellant to pay the compensation and recover the same from the 3rd respondent/insured, the said portion of the order is set aside.

35. Accordingly, this appeal insofar as directing the appellant to pay the compensation to the claimants and recover the same from the 3rd respondent/insured is set aside. However, the compensation awarded by the Tribunal to the claimants is confirmed and the claimants are at liberty to take appropriate proceedings for recovering the compensation from the 3rd respondent/insured. For the reasons aforesaid, this civil miscellaneous appeal is allowed in part with the aforesaid observations and directions. The insurance company is at liberty to withdraw the amount, if any, deposited. Consequently, connected miscellaneous petitions are closed. There shall be no order as to costs in this appeal.

29.11.2023

Index : Yes / No

GLN

To

The Subordinate Judge
Motor Accidents Claims Tribunal

Sankagiri.

M.DHANDAPANI, J.

GLN

PRE-DELIVERY JUDGMENT IN
C.M.A. NO. 2439 OF 2019

Pronounced on
29.11.2023