



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

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Order reserved on: 29.05.2023

Order pronounced on: 03.07.2023

+ **CM(M) 701/2023 & CM APPL. 21979/2023 (for stay)**

MAHESH CHANDER KUMAR

..... Petitioner

versus

BHAGWAN SINGH SAINI

..... Respondent

Advocates who appeared in this case:

For the Petitioner : Mr. Praveen Suri, Advocate.

For the Respondent : Mr. Sachin Mittal, Advocate.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

JUDGMENT

TUSHAR RAO GEDELA, J. (ORAL)

[The proceeding has been conducted through Hybrid mode]

1. Petitioner challenges order dated 01.04.2023 in CS (COMM) 253/2021 titled *Bhagwan Singh Saini vs. Mahesh Chand Kumar* whereby the learned Trial Court had dismissed the application under Section 108 (g) of the Transfer of Property Act, 1882 (hereinafter referred to as "TP Act"), preferred



by the petitioner/defendant before the learned Trial Court seeking suspension of rent along with interest to be paid by the petitioner to the respondent.

2. The background facts shorn of all unnecessary details and restricted to the disputes before this Court are as under:-

a. That Petitioner/Defendant had taken out the premises RZ-118C, 2nd floor, Khandolia Plaza, Vaishali, Dabri Palam Road New Delhi-110045 for commercial purposes from Respondent/Plaintiff @ monthly rent of Rs. 45,000/- as per the rent agreement dated 24.07.2017 for a period of 11 months starting from 01.08.2017. The said rent agreement was also subsequently renewed on 01.08.2018.

b. That on 19.11.2020, a Suit for possession and for Mesne Profit/Damages was filed by the Respondent/Plaintiff against the Petitioner/Defendant alongwith an Application under Order XXXIX Rule 10 /w Section 151 of Code of Civil Procedure, 1908.

c. That in the said suit, Notice was issued on 27.11.2020 for 21.12.2020.

d. Thereafter, on 14.12.2020, Written Statement was filed by the Petitioner/Defendant alongwith Reply to Application under Order XXXIX Rule 10 /w Section 151 of CPC, Application under Order VII Rule 11 of CPC and Section 8 of Suit Valuation Act, Application under Section 151 of CPC for dismissal of plaint.



e. On 19.12.2020, Replication to the Written Statement filed alongwith Reply to the Application filed by Defendant under Order VII Rule 11 of CPC and Section 8 of Suit Valuation Act, Reply to Application under Section 151 of CPC by Defendant. The Respondent/Plaintiff had also filed an Application under Order XII Rule 6 r/w Section 151 of the Code of Civil Procedure, 1908.

f. Subsequently, on 18.02.2021, an Application under Order VI Rule 17 r/w Section 151 of CPC on behalf of Defendant seeking amendment of the written statement was filed and was dismissed by the order dated 12.01.2023.

g. That on 12.01.2023 itself, the learned trial court while dealing with the application so filed under Order VI Rule 17 CPC, had also passed orders on the Application under Order XXXIX Rule 10 CPC filed by the Respondent/Plaintiff. The Petitioner/defendant was directed to pay the occupancy charges of the suit premises @ Rs. 40,000/- per month from the date of filing of suit, i.e., 19.11.2020 till January 2023, to the plaintiff. The Petitioner/defendant was also directed to pay the occupancy charges of the suit premises @ Rs. 40,000/- per month w.e.f. February 2023 till vacation of the suit property by 7th day of each month, to the Respondent/Plaintiff.

h. It was noted that being aggrieved by the said order, the Petitioner/defendant had also preferred an appeal before this Court in FAO (Comm.) no. 51/2023. As per order dated 27.02.2023 passed in



the said appeal, the said appeal was disposed off without interfering with the order dated 12.01.2023 passed by the learned trial court as the Petitioner/defendant, therein had withdrawn the said appeal and simultaneously, handed over the possession of the suit property to the plaintiff.

i. Finally, on 01.04.2023 itself, the defence of the Petitioner/Defendant was struck off by the learned trial court for non compliance of the order dated 12.01.2023. This forms the basis of challenge for the Petitioner/Defendant before this Court in the present petition, assailing the dismissal of application under Section 108(g) Transfer of Property Act, 1882.

3. Mr. Suri, learned counsel for the petitioner submits that the impugned order whereby the learned Trial Court had dismissed the application under Section 108 (g) of the T.P. Act, had also simultaneously struck of the defence of the petitioner/ defendant on the basis of non-payment of arrears of rent as directed vide its order dated 12.01.2023 while allowing the application of the respondent/ plaintiff under Order XXXIX Rule 10 CPC, 1908.

4. Mr. Suri, learned counsel for the petitioner submits that the defence of the petitioner/ defendant was struck of by the learned Trial Court on the basis of Order XV-A of the CPC, which according to Mr. Suri is not available to the Trial Court. This is on the ground that the provisions of amended Order XV-A is not applicable to the Commercial Courts Act and the present suit being a



commercial suit, Order XV-A as applicable to the ordinary courts is not applicable to the present suit. Learned counsel also submits that even the amended XV-A to the Commercial Courts Act regarding Case Management Hearings also would simultaneously be not applicable to the present case for the reason that there is no such provision which vests power to the learned Commercial Court to strike of defence of a party for non-compliance of order under Order XXXIX Rule 10 CPC. On that basis Mr. Suri submits that the impugned order is perverse, contrary to law and unsustainable.

5. Learned counsel also relied upon the provisions of sub-Section 3 of Section 16 of the Commercial Courts Act, 2015 to submit that the provisions of the Commercial Courts Act by virtue whereof the Code of Civil Procedure has been amended shall prevail over those amendments in the Code of Civil Procedure in the context of ordinary suits, which are in conflict with the amendments carried out under the Commercial Courts Act. Thus, he submits that the impugned order even otherwise is unsustainable in law.

6. The next submission of Mr. Suri is in respect of the lack of jurisdiction or power with the learned Trial Court to strike of defence of the petitioner for non-compliance of orders under Order XXXIX Rule 10 of CPC. Learned counsel invites attention to the provisions of Order XXXIX Rule 10 to submit that there is no specific power conferred upon the Civil Court or the Commercial Court to strike of defence of the petitioner.

7. Mr. Suri submits that the learned Trial Court has not only violated the provisions of Order XV-A CPC, but also passed orders beyond those



conferred upon it under Rule 10 of Order XXXIX CPC. Learned counsel requests that the impugned order be set aside.

8. Learned counsel also draws attention of this Court to the judgment of this Court in *Mrs. Soni Dave vs. Trans Asian Industries Expositions Pvt. Ltd.* reported in **2016 SCC OnLine Delhi 4282**, particularly to para 39 to submit that the observation made by the learned Single Judge in the said paragraph was only an obiter and cannot be used as a precedent which lays down the proposition that a violation of order under Order XXXIX Rule 10 CPC would entail in the striking off of the defence of the petitioner.

9. In respect of the dismissal of application under Section 108 (g) of the T.P. Act is concerned, learned counsel submits that the discretion to permit suspension of rent was always available with the learned Trial Court and the order passed under Order XXXIX Rule 10 CPC could not be a factor which would interfere with discretion to be exercised under the aforesaid section. In support of his contention, learned counsel relies upon the judgment of the Supreme Court in *“Surendra Nath Bibra vs. Stephen Court Limited”* reported in **AIR 1966 SC 1361** to submit that where the tenant is in possession of only a portion of the premises, the learned Trial Court is under an obligation to apportion the rent in respect of the portion in possession of the tenant only. Applying the same to his case, Mr. Suri submits that since the petitioner claims to be without possession of the subject suit property, the learned Trial Court is under an obligation to suspend the sentence till such time the Trial Court apportions the rent in accordance with the possession. To



the same effect, learned counsel also relies upon the judgment of this Court in **“Kailash Chand vs. Gayatri Devi Bhargava”** reported in **1973 9 DLT 409**.

10. Mr. Suri also submits that the learned Trial Court ought to have kept in mind, the fact that the petitioner had already handed over the vacant possession of the subject suit property to the respondent and thus, could have easily directed suspension of payment of rent.

11. Mr. Suri also submits that in case the application under Order VI Rule 17 filed by the petitioner/ defendant is allowed by this Court in the accompanying CM(M) 215/2023, based on the ratio laid down by the Supreme Court in **“G.T. Girish v. Y. Subba Raju**, reported in **(2022) 12 SCC 321**, the agreement itself would become void and unenforceable on the basis of the letter of the Municipal Corporation of Delhi, the Order directing petitioner to deposit rent under Order XXXIX Rule 10 will lose its significance and shall also become unenforceable for the reason that the contract itself is void in view of Section 23 of the Indian Contract Act, 1872. According to Mr. Suri, once the contract is void, the respondent does not have any legal basis of demanding any rent.

12. The last submission of Mr. Suri is in respect of the judgment of the Supreme Court in **Patil Automation (P) Ltd. v. Rakheja Engineers (P) Ltd.**, **(2022) 10 SCC 1**. According to Mr. Suri, the suit wherefrom the present challenge has arisen would not be maintainable for violating the mandatory provisions of Section 12A of the Commercial Courts Act, 2015.

13. *Per contra*, Mr. Mittal, learned counsel appearing for the respondent submits that the judgment as cited by the learned counsel for the petitioner are



not applicable to the facts of the present case. Mr. Mittal submits that the petitioner has not disputed the fact that he was in occupation of the subject suit premises till the petitioner handed over keys of the subject suit property to the respondent before this Court at the time when the first appeal was filed by the petitioner before this Court while challenging the order dated 12.01.2023 passed by the learned Trial Court in an application under Order XXXIX Rule 10 CPC.

14. Mr. Mittal submits that the said FAO bearing No. FAO (Comm) 51/2023 was withdrawn by the petitioner after some arguments and the ground raised therein are the same which have been raised in the present petition. Learned counsel submits that the same is impermissible.

15. So far as the submission in respect of Section 108 (g) of the T.P. Act is concerned, Mr. Mittal submits that the same is in-applicable to the facts of the case on the basis that once an application under Order XXXIX Rule 10 has been passed and the appeal thereto having been withdrawn, an application in the garb of Section 108 (g) T.P. Act is nothing but re-agitation of an issue which is already decided by the learned Trial Court and which has attained finality in view of the withdrawal of the FAO (Comm) 51/2023. Mr. Mittal submits that the reference to Order XV-A of the CPC by the learned Trial Court to strike off the defence of the petitioner/ defendant is concerned, even *de hors* the said provision, the powers of the Court under Order XXXIX Rule 10 remain preserved. Learned counsel also further submits that there is no bar placed upon the Commercial Court under either the Commercial Courts Act or even the CPC to prohibit the Commercial Court from exercising power



under Order XXXIX Rule 10 to strike of the defence of the petitioner for non-compliance of the order of deposit of arrears of rent.

16. Mr Mittal submits that the three essential ingredients of Order XXXIX Rule 10 CPC, in that (a) landlord tenant relation (b) possession of the suit premises and (c) admitted rent by the petitioner would be enough for the learned Trial Court to base its order thereon, which in the present case are not denied. According to Mr. Mittal, the applications under Section 108 (g) of the T.P. Act and under Order VI Rule 17 CPC, is a subversive device and abuse of the process of law and a device to delay and protract the trial.

17. Mr. Mittal, learned counsel submits that the courts are empowered to strike off the defence of the parties in case they are found violating the orders passed under Order XXXIX Rule 10 CPC, while relying upon *Apnagar Builders Pvt. Ltd. V. Intense Fitness and SPA Pvt. Ltd.: 2021 SCC OnLine Del 4128*, *Purnima Dhawan & Ors. v. Agmoz Online Pvt. Ltd.: 2002 SCC OnLine Del 963*, *Niranjan Kumar v. Poonam Chawla: MANU/DE/0723/2010*, *Erum Travels v. Kanwar Rani: 1997 SCC OnLine Del 793*, *Vijendra Kishan Gupta v. Yusuf Engineering Co. Pvt. Ltd.: 2008 SCC OnLine Del 325*.

ANALYSIS & CONCLUSIONS

18. This Court has considered the submissions of the parties and perused the impugned order as also the judgments relied upon by the parties and learned counsel for the parties.



19. *Vide* the order dated 16.02.2023, liberty so granted by this Court in CM(M) 215-2023, the Petitioner challenged the allowing of application under Order XXXIX Rule 10 CPC by the learned trial court, by filing of an FAO (COMM) 51/2023, which was later on dismissed as withdrawn. Once, the Petitioner had withdrawn the said FAO, the decision rendered by the learned trial court in the order dated 12.01.2023, has attained finality.

20. The challenge made in present petition is only to the extent of dismissal of application under Section 108(g) TP Act, under the garb of which the Petitioner had also argued the issue of striking off defence of the Petitioner/Defendant on account of non-compliance of the order dated 12.01.2023 under Order XXXIX Rule 10 CPC. However, since the Petitioner had addressed extensive arguments on non applicability of Order XXXIX Rule 10 CPC to a commercial suit as also the non-applicability of Order XV-A of the CPC to the commercial suits and such arguments being composite in nature, this court is constrained to consider the all the composite argument as under.

21. At the outset it is imperative to note that there is no bar to the application of Order XXXIX Rule 10 CPC to the commercial suits apart from being applicable to the ordinary suits too. It is with this background that the submissions made on behalf of the parties ought to be examined.

22. The submission of Mr. Suri that the learned trial court incorrectly applied the provisions of Order XV-A CPC is correct only to the extent that the provisions of Order XV-A of CPC as applicable to the ordinary suits between lessor and lessee is concerned may be true, however, when it comes



to the commercial suits, the same provisions may not be applicable. Having said that, this Court cannot be oblivious to the fact that as per the provisions of Order XV-A of CPC as amended by the Commercial Courts Act 2015, the provisions of the said amended Order may be made applicable for such situations as obtaining in the present case. However, this court refrains itself from touching upon the said provisions for two reasons, (a) that the amended Order XV-A CPC as applicable to the commercial suits was never raised by any of the parties and, (b) nor was it covered *suo motu* by the trial court itself. That apart, the provisions of Order XXXIX Rule 10 CPC, 1908 are sufficient enough to be applied to the present case.

23. The submission of Mr. Suri is that Order XXXIX Rule 10 CPC is silent about the consequence of non compliance of the order directing deposit/payment of arrears of rent etc., under the said provision, and therefore, the direction that the defence be struck off is illegal and beyond the competence and jurisdiction of the learned trial Court. This contention is noted to be rejected. This is for the reason that the powers of the Trial Court under Order XXXIX Rule 10 CPC are co-extensive with other powers of the Civil Court and it cannot be fathomed that a provision would be toothless due to non compliance of the orders of the Civil Court and no consequence would follow. The said proposition is absurd and does not further the cause of justice nor its administration. This Court has also considered the provisions of Order XXXIX Rule 10 CPC and observes that there is no provision which bars the applicability of the same to the commercial suits.



24. That apart, there is nothing in section 16 of the Commercial Courts Act, 2015 which is repugnant to the applicability of nor is there any express bar which prohibits the applicability of Order XXXIX Rule 10 CPC to the commercial suits. Having regard thereto, the bar or ouster of provisions of Order XXXIX Rule 10 CPC to commercial suits is not to be inferred readily. It would be apposite to extract the provisions of section 16 of the Commercial Courts Act 2015 hereunder:

“16. Amendments to the Code of Civil Procedure, 1908 in its application to commercial disputes.—

(1) The provisions of the Code of Civil Procedure, 1908 (5 of 1908) shall, in their application to any suit in respect of a commercial dispute of a Specified Value, stand amended in the manner as specified in the Schedule.

(2) The Commercial Division and Commercial Court shall follow the provisions of the Code of Civil Procedure, 1908 (5 of 1908), as amended by this Act, in the trial of a suit in respect of a commercial dispute of a Specified Value.

(3) Where any provision of any Rule of the jurisdictional High Court or any amendment to the Code of Civil Procedure, 1908 (5 of 1908), by the State Government is in conflict with the provisions of the Code of Civil Procedure, 1908 (5 of 1908), as amended by this Act, the provisions of the Code of Civil Procedure as amended by this Act shall prevail.”

It is evident from the provisions of section 16, particularly, sub-section (2) and (3) that only if there is any specific bar or repugnancy between the amendments carried out by the Commercial Courts Act, 2015 and the CPC, such of those amendments shall prevail over CPC. There is no such discernible bar or repugnancy noted by this Court and as such, it is held that the provisions of Order XXXIX Rule 10 would be applicable also to the Commercial suits.



25. That apart, Coordinate Benches of this Court in a catena of judgements have held that as a necessary consequence of non compliance of the orders under Order XXXIX Rule 10 CPC, defence of the violator can be struck off.

26. The judgements of the learned Coordinate Benches of this Court laying the above law are referred to hereunder:

a.) *Apnagar Builders Pvt. Ltd. V. Intense Fitness and SPA Pvt. Ltd.: 2021 SCC OnLine Del 4128*

21. Coming to the application under Order XV-A CPC, the provision has been introduced in order to protect the interest of the landlord where the tenant/unauthorized occupant continues to remain in occupation without paying rent or user charges. A Division Bench of this court in Raghubir Rai v. Prem Lata, 2014 SCC OnLine Del 3045, while dealing with similar matter, held as below:

“24. We are of the view that the Court, in exercise of powers under Order XV-A of the CPC is empowered to direct deposit at such rate as the erstwhile tenant/defendant may on the basis of material on record be found to have agreed to pay to the landlord for the said period even if the tenant before the Court may not have admitted the same or disputed/controverted the same. Similarly, in a suit between the owner of immovable property and an unauthorized occupant, Order XV-A empowers the Court to direct the defendant who though may not be liable to be ejected/dispossessed immediately without trial but who, on preponderance of probabilities may not be found to have a right to continue in possession of the property, to deposit during the pendency of the suit such amount as may appear to be reasonable, to safeguard the right of the owner of the property and to ensure that such owner is compensated at least for the time taken in adjudication of a false defence taken up by the defendant in unauthorized occupation. This, in our view is necessary to avoid the process of the Court being abused by unscrupulous litigants and to curb the growing tendency of using the process of litigation as a tool of oppression.”



(emphasis added)”

24. No doubt, the learned ATMCDC vide its judgment dated 24th December, 2018, came to the conclusion that the premises were residential in nature and allowed the SDMC to take action for sealing the premises. However, it cannot also be overlooked that the appeal against this order is still pending and the premises have been protected. Thus, the premises are in the use and occupation of the defendant. The loss occurring in the business carried out by a tenant in the premises cannot be offset against the rent payable to the landlord. A Lease Deed is not an agreement to share profit and losses. In these circumstances, there is no force in the contention of the defendant that as it was running in losses, it could not be made to pay the rent.

25. Equally, since the Lease Deed was with effect from 4th January 2016, and till the sealing order dated 19 January, 2018, the defendant had been using the premises for running the gym and provide other commercial services and pay the rent in terms of the Lease Deed dated 4th January 2016, it cannot be allowed to wriggle out of the liability to pay the rent/user charges for its continued possession and use of the tenanted premises.”

Another relevant judgement rendered by a Coordinate Bench of this Court is in the case of **Mrs. Soni Dave vs. Trans Asian Industries Expositions Pvt. Ltd. reported in 2016 SCC OnLine Delhi 4282**. Relevant para 35 is extracted hereunder:

“35. Order XV-A as added to the CPC applicable in Delhi provides a remedy therefor of striking off of the defence. Even if the contention of the counsel for the plaintiff that Order XV-A having been introduced after the institution of the suit would not apply were to be accepted, the law as developed under Order 39 Rule 10 prior to the addition of Order XV-A also was that the if the defendant failed to comply with the order of deposit/payment of rent during the pendency of the suit, the remedy therefor was of striking off of the defence. Reference to be made to Raghbir Rao v. Prem Lata 211 (2014) DLT 516 and Shakuntala Devi v. Seven Star Electricals Pvt. Ltd.”



27. The aforesaid two judgements rendered by Coordinate Benches of this Court clinch the issue and the arguments of Mr.Suri raised above are rendered untenable.

28. That so far as the issue with respect to section 108 (g) of the Transfer of Property Act, 1882 is concerned, this Court has examined the provisions of the same and their applicability to the facts of the present case. It may be necessary to examine the purport of the said section which is extracted hereunder:

“108. Rights and liabilities of lessor and lessee.— In the absence of a contract or local usage to the contrary, the lessor and the lessee of immoveable property, as against one another, respectively, possess the rights and are subject to the liabilities mentioned in the rules next following, or such of them as are applicable to the property leased:—

(A) Rights and liabilities of the lessor

(a) xxxxxxx:

(b) xxxxxxx:

(c) xxxxxxx;

(B) Rights and liabilities of the lessee

(d) xxxxxx:

(e) xxxxxx:

(f) xxxxxx:

(g) if the lessor neglects to make any payment which he is bound to make, and which if not made by him, is recoverable from the lessee or against the property, the lessee may make such payment himself, and deduct it with interest from the rent, or otherwise recover it from the lessor:

A plain and simple reading of section 108(g) of the T P Act brings to fore that it is applicable only when there is no agreement or local usage to the contrary. However, in the present case, it is an admitted fact that there does



exist a lease agreement executed by the parties which has all the terms and conditions of the lease agreement, therefore, provisions of section 108 TP Act, as it is, are not applicable to the facts of the case. Even if this Court were to assume that the section was indeed applicable, surely sub clause (g) to clause (B) of section 108 cannot be made applicable. This is for the reason that the language of sub clause (g) makes it clear that it is only upon the failure of the lessor/landlord tenant to make good certain payments and which may be recoverable from the lessee/tenant respecting the tenanted property, the lessee may make the payment himself and deduct the same subsequently from the rent. It is, *ex facie*, obvious that it refers to payments which may be needed to be paid to local or governing authorities or the like, respecting the tenanted premises which are the obligation of the lessor to pay, that such non payment may be made good by the lessee and then deduct the same from the rents due. In the present case, neither any such fact is presented itself not urged by Mr. Suri. Here is a simple case where the landlord is seeking arrears of rent and the striking off of the defence of the petitioner due to non compliance of Order XXXIX Rule 10, CPC.

In view of the above, it would be relevant to appreciate the nomenclature and the prayer so made in the application which is extracted hereunder:-

NOMENCLATURE/TITLE

*APPLICATION ON BEHALF OF THE DEFENDANT UNDER SECTIN 108
(g) OF TRANSFER OF PROPERTY ACT, 1882 READ WITH SECTION 151
CPC FOR SUSPENSION OF RENT ALONG WITH INTEREST*

Signature Not Verified

Digitally Signed
By: VINOD KUMAR
Signing Date: 04.07.2023
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RECOVERABLE FROM THE PLAINTIFF.

PRAYER

a) the period for which the defendant / applicant could not use the suit premises and the rent for the period for which the applicant/ defendant could not use the premises shall be deducted along with interest from the rent amount which is due by the applicant/ defendant to the plaintiff.

It is apparent from the heading/title and prayers in the application filed under Section 108(g) of TP Act, that the intent behind the title and the prayers so made, are mutually inconsistent and contradictory. This is for the reason that there could be no question of deduction of rent as per the prayer or even suspension of the rent in so far as the heading goes, for an amount which is never paid and has been directed to be paid by the virtue of the Order dated 12.01.2023.

Applying the aforesaid analysis to the fact of the present case, it is apparent that whether the lease agreement is void or not as argued by Mr. Suri cannot be ascertained at this stage.

Mr. Suri, learned counsel had relied upon the judgement of the Supreme Court in ***Surendra Nath Bibra (supra)*** to buttress his argument on Section 108(g) of the TP Act. Upon the reading the facts in the aforesaid judgement, it is clear that all the three courts had considered the effect and applicability of section 108(g) of the TP Act only during trial. Since, in the present case, the defence has already been struck off by the trial court and upheld by this Court above, the aforesaid judgement in ***Surendra Nath Bibra (supra)*** would not be applicable to the facts of the present case.



Therefore, the application under section 108(g) TP Act, 1882, is rightly dismissed as such by the learned trial court.

29. Yet another argument, which is irrelevant and unnecessary to the *lis* before this Court, was with respect to non-compliance of Section 12-A of the CC Act, is concerned, the same is noted for being rejected.

30. This is for the reason that originally, suit was filed as an ordinary suit and was later converted as a commercial suit under the CC Act, and the rigors of the 12-A would not be attracted since, no urgent reliefs were sought for at the time when the suit was converted as commercial suit. Moreover, no such objection was ever raised by the Petitioner subsequent to the conversion of nature of suit from ordinary to commercial.

31. In that view of the matter, this Court is of the considered opinion that the learned Trial Court committed no error, material irregularity or judicial impropriety while passing the impugned judgment.

32. The petition alongwith pending application, if any, stand dismissed with no order as to costs.

TUSHAR RAO GEDELA, J

JULY 3, 2023/nd