IN THE HIGH COURT AT CALCUTTA
CRIMINAL REVISIONAL JURISDICTION
Appellate Side

Present:

The Hon'ble Justice Ajay Kumar Gupta

C.R.R. 507 of 2017

M/s. Basukinath Food Processors Ltd. & Another
Versus
The State of West Bengal & Another

For the Petitioners	:	Mr. Ayan Bhattacharya, Ld. Sr. Adv. Mr. Shounak Mondal, Adv. Ms. Sutapa Mitra, Adv.
For the Opposite Party No. 2	:	Mr. Mayukh Mukherjee, Adv. Mr. Kunal Saraogi, Adv.
For the State	:	Mr. Madhusudan Sur, Ld. A.P.P. Mr. Pravas Bhattacharya, Adv. Mr. M. F. A. Begg, Adv.
Heard on	:	05.11.2024
Judgment on	:	18.12.2024

Ajay Kumar Gupta, J:

1. Petitioners being the accused persons have filed this Criminal Revisional application under Section 482 of the Code of Criminal Procedure, 1973 seeking for quashing of the proceeding being G.R. Case No. 1436 of 2016 arising out of Bowbazar Police Station Case No. 413 dated November 28, 2016 under Sections 406/420/120B of the Indian Penal Code, 1860 pending before the Court of the Learned Chief Metropolitan Magistrate at Calcutta.

2. The brief facts of the case are that on 22nd November, 2016, the opposite party no. 2 lodged a written complaint with the Officer-in-Charge of Bowbazar Police Station alleging, *inter alia*, that the petitioners/accused persons had entered into a criminal conspiracy and, pursuant to the said conspiracy, induced the opposite party no. 2 to deliver Rs. 50 Lakhs as loan to deceive and cheat the complainant's company, namely, Arunoday Holdings Pvt. Ltd. The company disbursed a loan of Rs. 50 Lakhs to the accused persons with an interest of Rs. 9% per annum. The accused persons, thereafter, kept making irregular payments until 30th September, 2016. Thereafter, a sum of Rs. 32, 48,861/- remained due, but the accused persons did not pay the same.

3. Upon a stringent reminder, the accused persons issued three cheques to the company amounting to Rs. 30 Lakhs only (Rs. 10,00,000/= each), handed over them and assured that the remaining amount of Rs. 2,48,861/- shall be cleared on 02.11.2016. However, the said cheques were returned unpaid with the endorsement "Account Closed". It was then discovered that the accused persons had intentionally deceived the complainant company by issuing the cheques while closing their account indicating that they never had the intention to pay the outstanding amount. When one of the staffs of the complainant's company visited the accused persons to demand the dues, the accused persons told him that they have "digested" the amount advanced as a loan and further stated that if the complainant makes repeated demands for the recovery of the sum, they would cause bodily harm to the company's staff.

4. In the said backdrop, an FIR being Bowbazar Police Station Case No. 413 dated November 28, 2016 under Sections 406/420/120B of the Indian Penal Code, 1860 was registered for initiation of investigation against the petitioners herein. Hence, this Criminal Revisional application.

SUBMISSION ON BEHALF OF THE PETITIONERS:

5. Mr. Bhattacharya, learned senior counsel appearing on behalf of the petitioners submitted that the petitioners are innocent and in no way connected with the alleged offences. Petitioner no. 2 herein is an office bearer of the petitioner no. 1/Company and is involved in the day-to-day affairs. Petitioners became aware of the initiation of instant proceeding when a purported notice under Section 41A of the CrPC dated 03.02.2017 was served upon the petitioners. The petitioners duly complied with the notice by meeting the Investigating Officer on 08.02.2017 and informed him that the cheques in question being nos. 00260, 00261 and 00262 along with several other cheques were found missing from the records of the petitioner no. 1/company during the period of shifting of the Registered Office of the petitioner no. 1 and for that, a General Diary was lodged with the Officer-in-Charge of Hare Street Police Station being G.D. Entry No. 2086 dated September 21, 2016. Therefore, question of issuing cheques in favour of the Company does not arise. As such, the entire allegation is false and frivolous with regard to the allegation of cheating by way of closing of the bank account.

5a. It was further submitted that the petitioner no. 1 has already made a payment of Rs. 30 Lakhs but this fact has been suppressed by the opposite party no. 2 in their complaint. The loan transaction is purely a civil matter and, therefore, criminal proceeding cannot be initiated against the present petitioners in relation to this civil dispute.

5b. In addition to that, the opposite party no. 2 had initiated proceeding against the petitioners under Section 138 read with Section 141 of the Negotiable Instruments Act, 1881 (as amended thereto) before the Learned Chief Metropolitan Magistrate at Calcutta and the case was registered being C.S. – 124922/2016 vide order dated 26th July, 2024. Ultimately, the accused persons were acquitted from the said case under the provisions of Section 256(1) of the CrPC and the case was disposed of accordingly by the Learned Trial Court. The initiation of present criminal proceeding appears to be merely for the purpose of recovery of the dues despite there being a separate civil remedy for the recovery of any loan dues from the petitioners. The complaint has been lodged after suppressing the fact that the petitioner no. 1/company has already paid a sum of Rs. 30 Lakhs. The said fact has not disclosed in the written complaint. Instead, the complaint incorrectly states that the accused persons made irregular payments until 30th September, 2016. Therefore, such proceeding is required to be quashed to secure the ends of justice.

Learned senior counsel placed reliance of the judgments to bolster his aforesaid submission as follows: -

i. *Alpic Finance Ltd. Vs. P. Sadasivan & Anr.*[1]*;*

ii. *Anil Mahajan Vs. Bhor Industries Ltd. & Anr.*[2]

iii. *Vir Prakash Sharma Vs. Anil Kumar Agarwal & Anr.*[3]*;*

iv. *Hotline Teletubes and Components Ltd. & Ors. Vs. State of Bihar & Anr.*[4]*;*

v. *G. Sagar Suri & Anr. Vs. State of U.P. & Ors.*[5]*;*

vi. *Satishchandra Ratanlal Shah Vs. State of Gujarat & Anr.*[6]*;*

vii. *Medmeme, LLC & Ors. Vs. Ihorse BPO Solutions Pvt. Ltd.*[7]*;*

viii. *Sanat Karar & Ors. Vs. State of West Bengal & Anr.*[8]*;*

ix. *Uma Shankar Gopalika Vs. State of Bihar & Anr.*[9]*;*

x. *Vesa Holdings Pvt. Ltd. & Anr. Vs. State of Kerala & Ors.*[10]*;*

xi. *Lalit Chaturvedi and Others Vs. State of Uttar Pradesh and Another*[11]*;*

---

[1] (2001) 3 SCC 513;
[2] (2005) 10 SCC 228;
[3] (2007) 7 SCC 373;
[4] (2005) 10 SCC 261;
[5] (2000) 2 SCC 636;
[6] (2019) 9 SCC 148;
[7] (2018) 13 SCC 374;
[8] 2014 (1) AICLR 670;
[9] (2005) 10 SCC 336;
[10] (2015) 8 SCC 293;
[11] 2024 SCC Online SC 171;

xii. *K.S. Oils Limited Vs. Srei Infrastructure Finance Limited*[12]*;*

xiii. *Zandu Pharmaceutical Works Ltd. & Ors. Vs. Mohd. Sharaful Haque & Anr.*[13]*;*

xiv. *A.K. Khosla & Ors. Vs. T.S. Venkatesan & Anr.*[14]*;*

xv. *M/s. Raymond Limited (JKFT Division) Vs. M/s. H.V. Doshi & Brothers Pvt. Ltd.*[15]*;*

xvi. *Delhi Race Club (1940) Ltd. & Ors. Vs. State of Uttar Pradesh & Anr.*[16]

xvii. *Naresh Kumar & Anr. Vs. The State of Karnataka & Anr.*[17]*;*

xviii. *Gannon Dunkerley & Company Limited & Ors. Vs. Chhatishgarh Impex Private Limited*[18].

SUBMISSION ON BEHALF OF THE OPPOSITE PARTY NO. 2:

6. Per contra, Mr. Mukherjee, learned counsel appearing on behalf of the opposite party no. 2 vehemently opposed the prayer of the learned senior counsel appearing on behalf of the petitioners and further vehemently argued that the proceeding initiated by the opposite party no. 2 is not for the purpose of recovery of loan but to punish the accused persons for their illegal activities. He contended

[12] (2016) 4 CHN 259: 2016 SCC Online Cal 567;
[13] (2005) 1 SCC 122;
[14] 1992 CRI. L.J. 1448;
[15] (2006) 1 C Cr. LR (Cal) 186;
[16] AIR 2024 SC 4531: AIR Online 2024 SC 612;
[17] 2024 (3) SCALE 664;
[18] 2024 SCC Online Cal 7092.

that the petitioners conspired themselves to cheat the complainant's company by obtaining a loan of Rs. 50 Lakhs by hatching a criminal conspiracy. Initially, they have made some payment but, subsequently, to deceive and cheat the opposite party no. 2, they had issued three cheques amounting to Rs. 30 Lakhs but the said cheques were returned unpaid with endorsement "Account Closed", which clearly indicate the intention of the accused persons that they had no intention of repaying the amount and for that purpose, they have issued the said cheques intentionally after closing of the account. Accordingly, they are liable for commission of offence punishable under Section 420 of the IPC.

6a. It was further submitted that the petitioners have approached before this Court seeking quashing at the initial stage of proceedings. It was argued that the case is required to be investigated by the Investigating Officer to uncover the truth that whether cheques were issued or not or account has been closed intentionally by the accused persons, before or after closing of the accounts. Whatever contentions they have, can be ventilated to the investigating officer during investigation. Accordingly, at this stage, if the proceeding is quashed, the opposite party no. 2 will highly prejudice.

<u>SUBMISSION ON BEHALF OF THE STATE</u>:

7. Mr. Sur, learned APP, appearing on behalf of the State submitted that case is at the stage of investigation and, therefore, there is no scope to quash the proceeding at this stage. Investigating Officer had issued notice under Section 41A of the CrPC to the accused persons on 03.02.2017. The petitioners duly complied with the notice by meeting the Investigating Officer on 08.02.2017 and informed the fact that the cheques in question being nos. 00260, 00261 and 00262 along with few more cheques have been found missing from the record of the petitioner no. 1/company during the period of shifting of the Registered Office of the petitioner no. 1. Those facts are required to be investigated to uncover the actual truth. Therefore, the instant case is required to be dismissed.

<u>DISCUSSIONS AND FINDINGS BY THIS COURT</u>:

8. Heard the arguments of the rival parties and on perusal of the record as well as judgments referred by the learned senior counsel appearing on behalf of the petitioners, this Court finds the opposite party no. 2 had filed a case under Section 138 read with Section 141 of the Negotiable Instruments Act, 1881 and amendment thereto against the Petitioners after getting three cheques bounced but the accused persons were acquitted from the case in accordance with the provision of Section 256(1) of the CrPC and the case was disposed of, when the complainant failed to file show cause for none appearance on earlier occasions.

9. In the present case, it has not been stated anywhere that at the very inception there was any intention on behalf of the petitioners to cheat, which is a necessary condition for an offence under Section 420 of the Indian Penal Code, 1860. Furthermore, there is nothing in the complaint to show that the petitioners had dishonest or fraudulent intention at the time, when the opposite party no. 2 granted loan to the Petitioners. It is further admitted facts that the company had paid some part of the loan to the complainant. Dispute arises between the parties when the said company allegedly failed to pay the outstanding amount of Rs. 32, 48,861/- (Rupees thirty-two lakhs forty-eight thousand eight hundred sixty-one) only. This dispute is apparently civil in nature and that should be resolved by Civil Court. No other prima facie ingredients were made out by the opposite party no. 2 in an FIR regarding offence punishable under Section 406 or 420 of the IPC as alleged.

10. The differences in the ingredients required for an offence of Criminal breach of Trust and Cheating have been highlighted by the Hon'ble Supreme Court in the case of ***Delhi Race Club (1940) Ltd.***

& Ors vs. State of Uttar Pradesh & Anr. in paragraphs nos. 24 to 30 as under:-

> *"24. This Court in its decision in **S.W. Palanitkar & Ors. v. State of Bihar & Anr.** reported in (2002) 1 SCC 241 : AIR 2001 SC 2960) expounded the difference in the ingredients required for constituting an of offence of criminal breach of trust (Section 406 IPC) viz-a-viz the offence of cheating (Section 420). The relevant observations read as under: -*
>
> > *"9. The ingredients in order to constitute a criminal breach of trust are: (i) entrusting a person with property or with any dominion over property, (ii) that person entrusted (a) dishonestly misappropriating or converting that property to his own use; or (b) dishonestly using or disposing of that property or wilfully suffering any other person so to do in violation (i) of any direction of law prescribing the mode in which such trust is to be discharged, (ii) of any legal contract made, touching the discharge of such trust.*
> >
> > *10. The ingredients of an offence of cheating are: (i) there should be fraudulent or dishonest inducement of a person by deceiving him, (ii)(a) the person so deceived should be induced to deliver any property to any person, or to consent that any person shall retain any property; or (b) the person so deceived should be intentionally induced to do or omit to do anything which he would not do or omit if he were not so deceived;*

> *and (iii) in cases covered by (ii)(b), the act of omission should be one which causes or is likely to cause damage or harm to the person induced in body, mind, reputation or property."*

25. What can be discerned from the above is that the offences of criminal breach of trust (Section 406 IPC) and cheating (Section 420 IPC) have specific ingredients.

In order to constitute a criminal breach of trust (Section 406 IPC): -

1) There must be entrustment with person for property or dominion over the property, and

2) The person entrusted: -

a) dishonestly misappropriated or converted property to his own use, or

b) dishonestly used or disposed of the property or willfully suffers any other person so to do in violation of:

i. any direction of law prescribing the method in which the trust is discharged; or

ii. legal contract touching the discharge of trust (see: S.W.P. Palanitkar (supra).

Similarly, in respect of an offence under Section 420 IPC, the essential ingredients are: -

1) deception of any person, either by making a false or misleading representation or by other action or by omission;

2) fraudulently or dishonestly inducing any person to deliver any property, or

3) the consent that any persons shall retain any property and finally intentionally inducing that person to do or omit to do anything which he would not do or omit (see: Harmanpreet Singh Ahluwalia v. State of Punjab, (2009) 7 SCC 712 : (2009) Cri.L.J. 3462 (SC))

26. Further, in both the aforesaid sections, mens rea i.e. intention to defraud or the dishonest intention must be present, and in the case of cheating it must be there from the very beginning or inception.

27. In our view, the plain reading of the complaint fails to spell out any of the aforesaid ingredients noted above. We may only say, with a view to clear a serious misconception of law in the mind of the police as well as the courts below, that if it is a case of the complainant that offence of criminal breach of trust as defined under Section 405 of IPC, punishable under Section 406 of IPC, is committed by the accused, then in the same breath it cannot be said that the accused has also committed the offence of cheating as defined and explained in Section 415 of the IPC, punishable under Section 420 of the IPC.

28. Every act of breach of trust may not result in a penal offence of criminal breach of trust unless there is evidence of manipulating act of fraudulent misappropriation. An act of breach of trust involves a civil wrong in respect of which the person may seek his remedy for damages in civil courts but, any breach of trust with a mens rea, gives rise to a criminal prosecution as well. It has been held in Hari Prasad Chamaria v. Bishun Kumar Surekha & Ors., reported in (1973) 2 SCC 823 : (AIR 1974 SC 301) as under:

> *"4. We have heard Mr. Maheshwari on behalf of the appellant and are of the opinion that no case has been made out against the respondents under Section 420 Penal Code, 1860. For the purpose of the present appeal, we would assume that the various allegations of fact which have been made in the complaint by the appellant are correct. Even after making that allowance, we find that the complaint does not disclose the commission of any offence on the part of the respondents under Section 420 Penal Code, 1860. There is nothing in the complaint to show that the respondents had dishonest or fraudulent intention at the time the appellant parted with Rs. 35.000/- There is also nothing to indicate that the respondents induced the appellant to pay them Rs. 35,000/- by deceiving him. It is further not the case of the appellant that a representation was made, the respondents knew the same to be*

> *false. The fact that the respondents subsequently did not abide by their commitment that they would show the appellant to be the proprietor of Drang Transport Corporation and would also render accounts to him in the month of December might create civil liability on the respondents for the offence of cheating."*

29. To put it in other words, the case of cheating and dishonest intention starts with the very inception of the transaction. But in the case of criminal breach of trust, a person who comes into possession of the movable property and receives it legally, but illegally retains it or converts it to his own use against the terms of the contract, then the question is, in a case like this, whether the retention is with dishonest intention or not, whether the retention involves criminal breach of trust or only a civil liability would depend upon the facts of each case.

30. The distinction between mere breach of contract and the offence of criminal breach of trust and cheating is a fine one. In case of cheating, the intention of the accused at the time of inducement should be looked into which may be judged by a subsequent conduct, but for this, the subsequent conduct is not the sole test. Mere breach of contract cannot give rise to a criminal prosecution for cheating unless fraudulent or dishonest intention is shown right from the beginning of the transaction i.e. the time *when the offence is said to have been committed. Therefore, it is this intention, which is the gist of the offence. Whereas, for the criminal breach of trust, the property must have been entrusted to the accused or he must have dominion over it. The property in respect of which the offence of breach of trust has been committed must be either the property of some person other than the accused or the beneficial interest in or ownership' of it must be of some other person. The accused must hold that property on trust of such other person. Although the offence, i.e. the offence of breach of trust and cheating involve dishonest intention, yet they are mutually exclusive and different in basic concept. There is a distinction between criminal breach of trust and cheating. For cheating, criminal intention is necessary at the time of making a false or misleading representation i.e., since inception. In criminal breach of trust, mere proof of entrustment is sufficient. Thus, in case of criminal breach of trust, the offender is lawfully entrusted with the property, and he dishonestly misappropriated the same. Whereas, in case of cheating, the offender fraudulently or dishonestly induces a person by deceiving him to deliver any property. In such a situation, both the offences cannot co-exist simultaneously."*

11. The Hon'ble Supreme Court further laid down legal propositions of law with regard to the applying of Section 406 and 420 of the Indian Penal Code in the said particular case as follows:

> *"42. When dealing with a private complaint, the law enjoins upon the magistrate a duty to meticulously examine the contents of the complaint so as to determine whether the offence of cheating or criminal breach of trust as the case may be is made out from the averments made in the complaint. The magistrate must carefully apply its mind to ascertain whether the allegations, as stated, genuinely constitute these specific offences. In contrast, when a case arises from a FIR, this responsibility is of the police – to thoroughly ascertain whether the allegations levelled by the informant indeed falls under the category of cheating or criminal breach of trust. Unfortunately, it has become a common practice for the police officers to routinely and mechanically proceed to register an FIR for both the offences i.e. criminal breach of trust and cheating on a mere allegation of some dishonesty or fraud, without any proper application of mind.*
>
> *43. It is high time that the police officers across the country are imparted proper training in law so as to understand the fine distinction between the offence of cheating viz-a-viz criminal breach of trust. Both offences are independent and distinct. The two offences cannot coexist simultaneously in the same*

set of facts. They are antithetical to each other. The two provisions of the IPC (now BNS, 2023) are not twins that they cannot survive without each other."

12. This Court also relied a judgment of the Hon'ble Supreme Court in the case of ***The State of Kerala v. A. Pareed Pillai and Anr.***[19], where it was held as follows: -

"To hold a person guilty of the offence of cheating, it has to be shown that his intention was dishonest at the time of making the promise. Such a dishonest intention cannot be inferred from the mere fact that he could not subsequently fulfill the promise."

13. Similarly, in the case in hand, there is nothing to show that the petitioners had dishonest or fraudulent intention at the time when obtained loan from the Opposite Party No. 2. It is not disputed by the complainant that he had not paid any amount. However, complainant raised question about the outstanding loan amount. Non-payment of outstanding loan amount, by no stretch of imagination, can be called dishonest inducements. It was/is purely a non-fulfilment of contract, which definitely comes under civil dispute. Simply because of the amounts have not been paid or there are

[19] **1972 Cri.L.J.1243**

outstanding will not make it a case of wilful or dishonest inducement or deception or criminal breach of trust.

14. In the case of ***Haridaya Ranjan Prasad Verma and Ors. v. State of Bihar and Anr.***[20], the Hon'ble Apex Court also held that:-

> "*There was no allegation in the complaint indicating, expressly or impliedly, any intentional deception on the part of the appellants right from the beginning of the transaction. The Hon'ble Apex Court drew distinction between cheating from mere breach of contract. According to the Hon'ble Apex Court, definition of cheating contemplates two separate classes of acts namely deception by fraudulent or dishonest inducement and deception by intention. Deception by fraudulent or dishonest inducement must be shown to exist right from the beginning of the transaction*".

15. It is not the case of the opposite party no. 2, in the present case, that the company was deceived by fraudulent or dishonest inducement from the beginning at the time of obtaining loan rather admits Petitioners kept making payment irregularly until 30th September, 2016. Culpable intention, right from the beginning when the promise was made cannot be presumed simply from mere failure

[20] **(2000) 4 Supreme Court Cases 168**

of a person to keep up promise subsequently. It depends upon the intention of the accused at the time of inducement. The subsequent conduct is not the sole test. The Court must decide on the basis of the substance of the complaint and not on the basis of mere use of the expression "cheating" in the complaint. This Court finds that in the instant case, the petitioners made some payment out of total loan amount of Rs. 50,00,000/- and Rs. 32,48,861/- is due as alleged by the complainant as such the dishonest intention of the petitioners from the very inception of the transaction cannot be presumed. In my view, neither the offence of cheating punishable under Section 420 of the Indian Penal Code, 1860 is made out from the written complaint treated as an FIR nor can I persuade myself to hold that an offence punishable under Sections 406/120B of the Indian Penal Code, 1860 is made out from the allegations made in the written complaint treated as an FIR.

16. Upon perusal of the copy of complaint, it further shows that there was no fraudulent or dishonest inducement or deception by intentional practice by the petitioners right from the inception of obtaining loan amount even if subsequent payment has not been made, that will neither tantamount to deception, fraudulent or dishonest inducement nor would it amount to deception by intentional means right from the beginning. Therefore, the case either under Section 420 or 406 of IPC, in the facts of this case, has not been made out. Non-payment of outstanding loan amount cannot be called cheating in the facts of this case.

17. In the case of ***Paramjeet Batra v. State of Uttarakhand***[21], the Hon'ble Court recognized that although the inherent powers of a High Court under Section 482 of the Code of Criminal Procedure should be exercised sparingly, yet the High Court must not hesitate in quashing such criminal proceedings which are essentially of a civil nature. This is what was held:

> *"12. While exercising its jurisdiction under Section 482 of the Code the High Court has to be cautious. This power is to be used sparingly and only for the purpose of preventing abuse of the process of any court or otherwise to secure ends of justice. Whether a complaint discloses a criminal offence or not depends upon the nature of facts alleged therein. Whether essential ingredients of criminal offence are present or not has to be judged by the High Court. A complaint disclosing civil transactions may also have a criminal texture. But the High Court must see whether a dispute which is essentially of a civil nature is given a cloak of criminal offence. In such a situation, if a civil remedy is available and is, in fact, adopted as has*

[21] ***(2013) 11 SCC 673***

> *happened in this case, the High Court should not hesitate to quash the criminal proceedings to prevent abuse of process of the court."*
>
> *(Emphasis supplied)*

18. In the light of above observations together with averments contained in the written complaint, this Court finds ingredients of the offences alleged by the opposite party no. 2 are missing. Merely because non-payment of outstanding loan amount does not constitute offences punishable under Sections 406/420/120B of the Indian Penal Code, 1860. The allegation in the complaint does not spell out any essential ingredients for commission of offence under Sections 406 and 420 of the Indian Penal Code, 1860. The disputes between the parties are purely civil in nature and criminal proceeding in such a civil nature case should not be allowed to be continued any further against the present petitioners.

19. Accordingly, **CRR No. 507 of 2017** is **allowed.** Connected applications, if any, are also, thus, disposed of.

20. Continuation of the criminal proceeding against the petitioners will be an abuse of the process of the Court. Accordingly, this Court would like to invoke its inherent power under Section 482 of the Code of Criminal Procedure, 1973 for quashing of the said criminal proceeding. As a result, the criminal proceeding being G.R. Case No. 1436 of 2016 arising out of Bowbazar Police Station Case No. 413 dated November 28, 2016 under Sections 406/420/120B of the Indian Penal Code, 1860 pending before the Court of the Learned Chief Metropolitan Magistrate at Calcutta is hereby quashed insofar as the petitioners are concerned. However, the opposite party no. 2 is given liberty to realise the outstanding dues of loan and interest thereof from the petitioner no. 1/company in accordance with law.

21. Let a copy of this Judgment be sent to the Learned Trial Court for information.

22. Case Diary, if any, is to be returned to the learned counsel for the State.

23. Interim order, if any, stands vacated.

24. All parties will act on the server copies of this Judgment uploaded from the official website of this Court.

25. Urgent photostat certified copy of this Judgment, if applied for, is to be given as expeditiously to the parties on compliance of all legal formalities.

(Ajay Kumar Gupta, J)

P. Adak (P.A.)