IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CRIMINAL APPELLATE JURISDICTION

CRIMINAL WRIT PETITION NO. 2394 OF 2022

Surendra Jiwarajka ...Petitioner
Versus
1. State of Maharashtra
2. The Industrial & Commercial Bank of China ...Respondents

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Mr. Ritin Rai, Senior Advocate a/w Mr.Karan Kadam, Mr. Ankit Lohia, Kewal Buddhdev i/by Josh Dalia, Advocate for the Petitioner.

Mr. Naresh Thacher a/w Mr. Chanakya Keswani, Ms.Vinuta Rayadurg, Mr.Hrishikesh Shukla i/by Economic Laws Practice, Advocate for Respondent No.2.

Mr. Arfan Sait, APP for Respondent No.1-State.

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CORAM : PRAKASH D. NAIK, J.
RESERVED ON : 14th FEBRUARY 2024
PRONOUNCED ON : 25th APRIL 2024

<u>P.C.</u>:-

1. The petitioner has invoked the powers of this Court under Article 227 of the Constitution of India and Section 482 of Cr.P.C. challenging the order issuing process dated 22nd February 2018 and the proceedings in C.C. No. 2510/SS/2017 pending before learned Chief Metropolitan Magistrate, 23rd Court, Esplanade, Mumbai.

2. The brief facts spelt out in the complaint are as follows:-

(i) The complainant is a scheduled bank engaged in the business of rendering banking services in India. The accused is the Joint Managing Director of Alok Industries Ltd.

(ii) In March 2014, the accused approached the complainant for sanction of pre-shipment/post-shipment credit facility. It was stated that M/s. Alok Industries Ltd. required the said credit facility in order to meet its working capital requirements. In furtherance of the same, the accused offered to adequately secure the repayment of all amount that would be advanced by the complainant to Alok Industries in the form of personal guarantee as well as signed undated cheque. Vide sanction letter dated 12th March 2014, the credit facility was granted to Alok Industries Ltd.

(iii) In view of the understanding reached between the complainant and the accused, as set out in the facility letter, the accused entered into a deed of guarantee dated 14th March 2014 with complainant guaranteeing the due repayment of all amount that were advanced by the complainant to Alok Industries Ltd. under the aforesaid credit facility. The accused gave complainant signed undated cheque bearing No.000031 drawn on Karur Vysya Bank.

(iv) The guarantee agreement was confirmed and continued by the accused in favour of the complainant vide his letters dated 10th March 2015 and 23rd November 2016. Accordingly, the guarantee agreement is in the nature of continuing guarantee securing the repayment of amount advanced by the complainant to Alok Industries Ltd.

(v) The accused has irrevocably and unconditionally guaranteed the repayment of all amount to the complainant under the guarantee agreement, vide demand notice dated 20th July 2017 read with notice dated 2nd August 2017, the complainant called upon the accused to make payment of Rs.55,20,40,343/- within seven days from the receipt thereof. By way of clarification, the demand notice dated 2nd August 2017 also stated that, the amount mentioned by the complainant in the notice dated 20th July 2017 inadvertently did not take into account the impact of crystallization of the foreign currency exposure to Indian Rupees, as mandated by the Reserve Bank of India.

(vi) After crystallization of the amount due in accordance with the circulars issued by the Reserve Bank of India, the accused was liable to make a payment of Rs.55,20,40,343/-. On the expiry of the notice period, no such payment was received by the complainant.

(vii) Despite raising the demand for payment, the accused failed to back the amount to the complainant in timely manner.

(viii) Accordingly, on 10th August 2017, the complainant proceeded to make deposit the cheque, which was given to the complainant by the accused for securing the repayment of amount advanced by the complainant under the sanctioned facility letter.

(ix) The cheque was deposited by complainant in its account maintained with ICICI Bank on 10th August 2017. The complainant received return memo from bank intimating that the cheque has been returned unpaid with the remark “Payment stopped by Drawer”.

(x) Statutory notice was sent to the accused calling upon him to pay the cheque amount. Notice was received by the accused on 17th August 2017. On 18th August 2017, letter was received from the Advocates for the complainant contending that, the cheque was given to the complainant as and by way of security and it was wrongly deposited.

(xi) Complaint was filed for offence under Section 138 read with 142 of the Negotiable Instruments Act, 1881.

3. Learned Metropolitan Magistrate, 23rd Court, Esplanade, Mumbai vide order dated 31st January 2018 issued process against the accused for offence punishable under Section 138 of the Negotiable Instrument Act.

4. Summons was issued to the accused on 2nd February 2018 calling upon him to appear in person before the Court on 25th April 2018.

5. Mr. Ritin Rai, learned Senior Advocate representing the petitioner submitted that, the cheque in question was given by way of security which has been admitted fact. There was no legally enforceable debt on the date of presentation of the cheque as required under Section 138 of the N.I. Act.

There has been a material change in circumstances between the date of issuance of the cheque i.e. 13th March 2014 and the date of its presentation on 10th August 2017 with effect from the Insolvency Commencement date i.e. 18th July 2017, there was no legally enforceable debt on account of the provisions of the Insolvency and Bankruptcy Code, 2016. The alleged default by Alok Industries Ltd. has been cured on account of restructuring and regularization of the assigned debt by the resolution applicants. The proceedings under Section 138 of the N.I. Act, cannot continue once settlement has been entered into. The statutory notice issued by respondent No.2 is invalid in law. The facility advanced to Alok Industries by complainant sanctioning loan vide sanction letter dated 12th March 2014 was secured by the petitioner by way of personal guarantee dated 14th March 2014 as well as signed undated blank cheque bearing No.000031 drawn on Karur Vysya Bank. The cheque was deposited by respondent No.2 on 10th August 2017. After the NCLT, Ahmedabad had admitted Alok Industries into Corporate Insolvency Resolution Process (for short "CIRP") vide order dated 18th July 2017 and declared moratorium on institution of any suit or recovery of any debts against Alok Industries under the provisions of the Code. The Respondent No.2 had knowledge about the said fact which is evident from the said order which records that application of respondent No.2 for intervention and stay of the proceedings was rejected by the NCLT. The respondent No.2 had suppressed its knowledge of CIRP in the complaint. The respondent No.2 participated in the CIRP wherein its entire claim of Rs.55,20,40,343/- was admitted by the interim resolution professional and accordingly, respondent No.2 became a member of the committee of creditors of Alok Industries. The respondent No.2 is now seeking to claim the same amount from the petitioner through the complaint. Pursuant to the meeting of the committee of creditors held on 13th April 2018, the resolution plan was approved by the requisite majority and respondent No.2 voted in favour of the resolution plan submitted by Reliance Industries Ltd. and J.M. Financial Asset Reconstruction Company Ltd. (JMFARC).

6. It is further submitted that, key features of the approved resolution plan were that, the resolution applicants would pay settlement amount of Rs.5052 crore against the total outstanding financial debt as claimed by the financial creditors of Alok Industries. The respondent No.2 received proportionate share in respect of its claim against Alok Industries. The financial creditor would assign balance outstanding debt to the resolution applicant for consideration of Rs.200 crore. After the assignment of the outstanding debt the resolution applicant would step into the shoes of respondent No.2 as the creditor of Alok Industries. Upon execution of the assignment agreement, the financial creditors of Alok Industries would no longer have any legal rights or claims against Alok Industries for any dues

or amounts in respect of the outstanding debt, since the same would stand extinguish qua the financial creditors in view of the said assignment agreement and only persons then legally entitled to recover the outstanding debt from Alok Industries would be the resolution applicants. Since the complainant would no longer own the facility advanced to Alok Industries, it could no longer have any claims against it. After approval of resolution plan by NCLT, the financial creditors assigned the outstanding ARC debt to the ARC Trust through an assignment agreement dated 5th March 2020. The respondent No.2 executed the said assignment agreement, and assigned its rights under the said facility to the resolution applicant. By no objection certificate dated 13th August 2020, respondent No.2 recorded in writing its satisfaction of all its claims against Alok Industries as on 18th July 2017. NOC terminated the guarantee in accordance with clause 7 thereof. On 21st September 2021, Alok Industries released its annual report wherein the settlement amount and outstanding ARC debt is captured. Consequent upon the successful resolution of Alok Industries, the complaint against the petitioner is liable to be quashed as there was no legally enforceable debt at the time of presentation of the cheque.

7. It is submitted that, sanction letter dated 12th March 2014 makes it clear that, the cheque was issued by the petitioner as security for the facility which was independent of and separate from the guarantee.

8. It is further submitted that, to attract an offence under Section 138 of the N.I. Act, the cheque must represent legally enforceable debt at the time of encashment. If there has been a material change in the circumstances, such that, the sum in the cheque does not represent legally enforceable debt at the time of maturity or encashment, the offence under Section 138 of N.I. Act is not made out. When the cheque is issued for security, the date on which the cheque is drawn and the date on which the cheque was matured, the loan could be repaid through any other mode. If the loan is not repaid through any other mode within the due date, the cheque would mature for presentation. If the loan has been discharged before due date or if there is an altered situation, the cheque shall not be presented for encashment. Alok Industries was admitted to CIRP on 18th July 2017. The approved resolution plan in favour of respondent No.2 was voted which indicate that, debt is discharged in full. Respondent No.2 has confirmed in writing and absolute full and final discharge of its claims against Alok Industries. Clause 7 of guarantee and NOC makes it clear that, all liabilities of Alok Industries and the petitioner in respect of the facility stood satisfied in full and settled qua respondent No.2 with effect from 18th July 2017. The approval of the resolution plan, execution of the assignment agreement and the consequent issuance of the NOC constitutes material change between the date of issuance of the cheque on 13th March 2014 by the petitioner and date of presentation of the cheque by respondent No.2 on 10th August 2017.

Respondent No.2 owned NOC, all liabilities of Alok Industries under the facility stood settled in full on the Insolvency Commencement Date and there existed no legally enforceable debt when the cheque was subsequently, presented for payment by Respondent No.2 on 10th August 2017.

9. It is submitted that, upon execution of the assignment agreement in terms of resolution plan, the applicant stepped into the shoes of respondent No.2 and other financial creditors of Alok Industries with respect to the outstanding ARC debt and became the full and absolute legal owner of the assigned loans, outstanding ARC debt and the only person legally entitled to claim the said amount. In view of the aforesaid assignment of the outstanding ARC debt, there can be no question of respondent No.2 retaining the right to enforce the guarantee against the petitioner for recovery of the outstanding ARC debt. The alleged default by Alok Industries has been cured on account of restructuring and regularization of the outstanding ARC debt by the resolution applicant. The enforcement of the guarantee would happen as per the terms contained therein and was contingent on a default by Alok Industries in repaying the facility. The right of recovery under the facility stand assigned to the resolution applicant. The resolution applicant has regularized and restructured the outstanding ARC debt which it has been taken on from respondent No.2.

10. It is submitted that, the proceedings under Section 138 of the N.I. Act cannot be continued once settlement has been entered into. The respondent No.2 has entered into the compromise with respect to the facility by recovering part of its debt under the resolution plan and assigning the remaining part of the debt to the resolution applicant by way of assignment agreement. The cheque being the security interests created by any person other than Alok Industries was assigned to the resolution applicant and upon such assignment stood extinguished and assigned to the resolution applicant. The complainant lost all rights to institute and/or continue any recovery proceedings. The respondent No.2 has accepted the terms of resolution plan. The notice issued under Section 138 (b) of the N.I. Act has to be read as the whole and demand has to be made in the said amount. If no such demand is made, notice would fall short of its legal requirement. Omnibus notice without specifying the amount due would not sub-serve the requirement of law. On perusal of sanction letter make it clear that, cheque was required to be furnished by the petitioner as the security for the facility availed by Alok Industries. Cheque and the guarantee formed separate and independent securities under the facility. This evident from the letter dated 13th March 2014 issued by the petitioner to respondent No.2 enclosing the cheque. The proceedings initiated by respondent No.2 against the petitioner is liable to be quashed.

11. Learned Advocate for the petitioner has relied upon the following decisions:-

(i) P. Mohanraj and Ors. Vs. Shah Brothers Ispat Pvt. Ltd.[1]

(ii) Dashrathbhai Trikambhai Patel Vs. Hitesh Mahendrabhai Patel[2];

(iii) Gimpex Pvt. Ltd. V.s Manoj Goel[3];

(iv) Ghanshyam Gautam and Anr. Vs. Usha Rani (since deceased) through Lrs.[4];

(v) Suman Sethi Vs. Ajay K. Churiwal[5];

(vi) K. R. Indira Vs. Dr. G. Adinarayanan[6];

(vii) Rahul Builders Vs. Arihant Fertilizers & Chemicals[7].

12. Learned Advocate for Respondent No.2 submitted that, the petitioner has incorrectly asserted that, on the date of presentation of the cheque i.e. 10th August 2017, there was no legally enforceable debt/liability of the petitioner as no money could be recovered from the borrower owing to the borrower being admitted into Insolvency by virtue of Section 14(1) of the Insolvency and Bankruptcy Code, 2016. Section 14(3) of the Insolvency and Bankruptcy Code, expressly states that, the provisions of sub-section (1) shall not apply to the surety in contract of guarantee to corporate debtor. There is no bar under law in either initiating or continuing prosecution of the petitioner notwithstanding the admission of the

1 (2021) 6 SCC 258
2 (2023) 1 SCC 578
3 (2022) 11 SCC 705
4 Order dt. 04.01.2024 in SLP Cri.Appeal No.3289/2018
5 (2000) 2 SCC 380
6 (2003) 8 SCC 300
7 (2008) 2 SCC 321

borrower into Insolvency. The resolution plan approved by NCLT at clause 1.2 provides that, all security interest, corporate and personal guarantees stood purchased/assigned in favour of the ARC Trust and the existing security interests/corporate and personal guarantees in favour of creditors stood extinguished. The submission of petitioner is that the dishnoured cheque and personal guarantee of the petitioner stood extinguished and hence, the petitioner cannot be prosecuted under Section 138 of the N.I. Act. This submission is contrary to the very terms of the approved resolution plan, the assignment agreement with ARC Trust as well as the petitioner's pleadings. The approved resolution plan provides an exclusion for guarantees that have been issued to creditors by the promoter of the borrower. The resolution plan provides that, any subsisting guarantees that may have been issued by any of the members into existing promoter group in favour of the financial creditors guaranteeing repayment of all or part of the outstanding financial debt existing promoter guarantees shall not be assigned to ARC. The assignment deed excludes existing promoter guarantees from the scope of the assignment. In the affidavit-in-rejoinder, the petitioner has pleaded that, the petitioner as a guarantor stands absolved from his liabilities under the concerned guarantees and stands discharged. Despite the fact that, the personal guarantee has been retained and specifically excluded by respondent No.2 in the approved resolution plan of the borrower. The dishnoured cheque is excluded by the resolution plan as it was issued by the petitioner to secure the guarantee. This evident from letter dated 23rd November 2016 issued by petitioner. The deed of guarantee recognized the undated security cheque as seen from the guarantee sets out that it is at the request of the petitioner that respondent No.2 granted facility to the borrower. Clause 2.1 of the guarantee states that, the petitioner irrevocably and unconditionally guarantees repayment of the sums lent under the facility to the bank, in the event of default under the facility documents. Cheque was issued by accused in discharge of its liability towards the complainant under the guarantee agreement. The petitioner cannot contend that, the dishonoured cheque was issued under the facility sanction letter and that as a result was extinguished upon the approval of the resolution plan by the NCLT. The case of respondent No.2 before the learned Magistrate is based on the cheque being given to the petitioner's promise to pay under the deed of guarantee and if this is being disputed by the petitioner, it can only be determined at trial, after evidence. The disputed questions of fact cannot be gone into by the Court under Section 482 of Cr.P.C.. The existence of legally enforceable debt being a factual matter can be determined only by trial. The presumption under Section 139 of the N.I. Act cannot be disregarded. The insolvency of borrower an involuntary act does not discharge the petitioner. The petitioner has relied upon clause 7 of the deed of guarantee and NOC issued by respondent No.2 to assert that, even *dehors* the resolution plan, the deed of guarantee was terminated owing to this NOC and hence, no prosecution can continue in respect of cheque given to satisfy the liability under the deed of guarantee. This argument fail to recognize that the discharge of the borrower due to insolvency is in law an involuntary act and cannot amount to discharge of the guarantor's liability. The deed of guarantee itself recognizes the given provision at clause 3.1.2 which states that an act of insolvency does not discharge the petitioner from the guarantee. The argument of the petitioner that insolvency of the borrower brought about an altered situation/material change in circumstances, is incorrect.

13. It is submitted that, the submission of the petitioner that the approval of the resolution plan is akin to the settlement cannot be accepted as resolution plan even if taken to be settlement is only between the borrower and respondent No.2 and not the petitioner and the purpose of prosecution under Section 138 of the N.I. Act is not to recover money but are penal in character. The submissions that the amount mentioned in the notice of demand dated 20th July 2017 is different from one mentioned in the cheque is devoid of merits. The respondent No.2 by letter dated 2nd August 2017 clarified that, the amount due is sum of Rs.55,20,40,343/- and not Rs.50,24,04,373/-. Letter dated 2nd August 2017 makes clear that, this was due to RBI circulars requiring bank to account for the impact of

crystallization of foreign currency exchange exposure to Indian Rupees. The statutory notice while demanding sum of Rs.55,20,40,343/- expressly refers to the letters dated 20th July 2017 and 2nd August 2017 which give clear break-up of principal, accrued interest and impact of crystallization of foreign currency exchange exposure to Indian Rupees.

14. Learned Advocate for Respondent No.2 has relied upon the following decisions:-

(i) Ajay Kumar Radhyesham Goenka Vs. Tourism Finance Corporation of Indian Ltd.[8];

(ii) Lalit Kumar Jain Vs. Union of India[9];

(iii) State Bank of India Vs. V. Ramakrishnan[10];

(iv) Rajneesh Aggarwal Vs. Amit J. Bhalla[11];

(v) Narendra Singh Panwar Vs. Paschimanlal Viduyt Vitran Nigam Ltd. and Ors.[12];

(vi) Sanjay Sarin Vs. Authorised Officer, Canara Bank[13];

(vii) Azmane Urban Co-operative Credit Society Ltd. Vs. Kissan Gokuldas Naik and anr.[14] and

(viii) Central Bank of India Vs. Multi Block Pvt. Ltd.[15]

15. The grounds urged by the petitioner cannot be appreciated at this stage for quashing the impugned proceedings in exercise of powers under

8 2023 SCC OnLine SC 266
9 (2021) 9 SCC 321
10 2018 SCC OnLine SC 963
11 (2001) 1 SCC 631
12 2023 SCC OnLine All 19
13 2022 SCC OnLine Del 2402
14 2015 SCC OnLine Bom 239
15 1997 SCC OnLine bom 24

Article 227 of the Constitution of India or inherent power under Section 482 of Cr.P.C. The basis of challenge to the proceedings stands on disputed question of fact. The complaint is filed for offence under Section 138 of the N.I. Act. Section 139 of the N.I. Act relates to presumption of existence of legally enforceable liability. The petitioner is harping upon the approval of the resolution plan of Alok Industries Ltd. The proceedings under Section 138 of the N.I. Act would not stands vitiate on such ground as urged by the petitioner. In the instances where the principal borrower stands discharged by an involuntary act of insolvency, the same would not absolve a guarantor of its liability. The contention of the petitioner that, he has been discharged by virtue of the approval of the resolution plan of Alok Industries Ltd. under the order of NCLT dated 8th March 2019 is devoid of merits. Order dated 8th March 2019, specifically records that, the rights of the complainant against the petitioner being the guarantor of Alok Industries Ltd. shall continue. The order of approving the resolution plan of Alok Industries Ltd. itself protects the rights and interests of creditors to take such legal proceedings with respect to guarantees given by the promoters of Alok Industries Ltd. The assignment agreement dated 5th March 2020 make it clear that, existing promoter guarantees stand outside the purview of the assignment under the agreement. The respondent No.2 had contended that, given the clear and categorical terms of the assignment agreement, which has not assigned its rights in respect of the guarantee executed by the petitioner, and respondent No.2 is entitled in law to pursue the complaint. The approval of the resolution plan under the Insolvency and Bankruptcy Code by the NCLT does not operate as the discharge of personal guarantee as discharge of principal borrower by voluntary act of insolvency does not absolve guarantor of its liability. The contention of the petitioner that, the cheque was issued as security and ought not to have been deposited by the respondent No.2 is also devoid of merits and cannot be considered to quash the proceedings. This issue will have to be dealt with during trial.

16. In the case of ***Gimpex Pvt. Ltd. Vs. Manoj Goel*** (supra) it was observed that, once the complainant entered into settlement and agreed to abide by the consequences of non-compliance of the settlement agreement, they cannot be allowed to reverse the effects of the agreement by pursuing both the original complaint and the subsequent complaint. The decision was delivered in different context where multiple complaints were filed by complainant. It was also held that while dealing with the quashing petition, the Court has ordinarily to proceed on the basis of averments in the complaint and the defence of the accused cannot be considered at this stage. The Court considering the prayer for quashing cannot adjudicate upon disputed question of fact.

17. In the case of ***Ghanshyam Gautam & Anr. Vs. Usha Rani*** (supra), parties have settled their scores and have filed compromise deed. It was

observed that, once the settlement is arrived at and the complainant has signed the deed accepting particular amount in full and final settlement of the default amount and the fine amount awarded by the trial Court, the proceedings under Section 138 of the N.I. Act needs to be quashed.

18. In the cases of ***Suman Sethi Vs. Ajay K. Churiwal and Anr.*** (supra), ***K.R. Indira Vs. Dr. G. Adinarayana*** (supra), and ***Rahul Builders Vs. Arihant Fertilizers & Chemicals and Anr***. (supra) has held that, if omnibus demand is made in the notice without separately specifying the cheque amount, notice will be regarded bad in law. Notice has to be read as a whole. Specific demand for the payment of the sum covered by the dishonoured cheque is required to be made in the notice.

19. In the case of ***P. Mohanraj and Ors. Vs. Shah Brothers Ispat Pvt. Ltd.*** (supra) it was observed that, proceedings under Section 138 of the N.I. Act, though couched in language making the act complained of an offence, is really in order to get back through a summary proceedings, the amount contained in the dishonoured cheque together with interest and costs, expeditiously and cheaply. The Apex Court considered the question whether natural person are covered by the moratorium of Section 14 of the I.B. Code. It was held that Section 14 of the N. I. Act would apply to the debtor company. Natural persons mentioned in Section 141 of the N. I. Act would continue to be statutorily liable under Chapter XVII of the N. I. Act.

20. In the case of ***Ajay Kumar Radhyesham Goenka Vs. Tourism Finance Corporation of India Ltd.*** (supra), it was held that proceedings under Section 14 of the I.B. Code and section 138 of the N.I. Act do not intercede each other, can continue simultaneously as against the directors/officials for criminal liability.

21. In the case of ***Lalit Kumar Jain Vs. Union of India*** (supra), it is held that, approval of resolution plan does not discharge personal guarantor of corporate debtor of his/her liabilities under the contract of guarantee.

22. In the case of ***State Bank of India Vs. V. Ramakrishnan*** (supra), it is observed that guarantor is bound by the approved resolution plan, and the moratorium under Section 14 of the I.B. Code is not applicable to personal guarantor.

23. In the case of ***Rajneesh Aggarwal Vs. Amit J. Bhalla*** (supra), it was observed that, criminal complaint cannot be quashed on account of deposit of money in the Court. In the case of ***Narendra Singh Panwar Vs. Paschimanlal Viduyt Vitran Nigam Ltd. and Ors***. (supra) approval of the resolution plan does not absolve the guarantor of his liability which arises out of an independent contract. In the case of ***Sanjay Sarin Vs. Authorized Officer, Canara Bank*** (supra) approval of a resolution plan does not discharge a personal guarantor or a corporate debtor of his/her liabilities under the contract of guarantee.

24. In the case of ***Azmane Urban Co-operative Credit Socieity Ltd. Vs. Kissan Gokuldas Naik and Anr.*** (supra) it is observed that, after commission of an offence, subsequent payment does not absolve the accused of criminal liability. In the case of ***Central Bank of India Vs. Multi Block Pvt. Ltd.*** (supra) in a contract of guarantee, the consideration or object cannot be unlawful, and the guarantor can waive their rights conferred under Sections 133, 134, 135, 139 and 141 of the Contract Act.

25. The grounds urged by petitioner are in the form of disputed questions of fact and the proceedings under Section 138 of the Negotiable Instruments Act cannot be quashed. The defence will have to be established in the trial. The presumption under Section 139 and the object of Section 138 of the Negotiable Instruments Act cannot be ignored. Petition is therefore, devoid of merits and deserves to be dismissed.

ORDER

(i) Criminal Writ Petition No.2394 of 2022 is dismissed and disposed off.

26. At this stage, learned Advocate for the petitioner requested for extention of interim relief granted earlier.

27. Considering the request, interim relief in the nature of exemption from appearing before the trial Court is extended by a period of four weeks from today.

(PRAKASH D. NAIK, J.)