IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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CR-3645-2024
Reserved on: 04.07.2024
Date of Decision: - 17.07.2024

TEJAS HOMEBUILD PVT. LTD.

. . . . PETITIONER

Vs.

M/S JAY PROPBUILD PVT. LTD. AND ANOTHER

. . . . RESPONDENTS

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CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA

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Argued by: - Mr. Amit Jain, Sr. Advocate, with
Mr. A.S. Talwar, Advocate, for the petitioner.

Mr. Kunal Dawar, Advocate, with
Ms. Shruti Mandhotra, Ms. Tanika Goyal, Mr. Varun Thapa and
Ms. Sukriti Rai, Advocates for respondents No.1 and 2.

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DEEPAK GUPTA, J.

In a suit seeking decree of declaration with consequential relief of permanent injunction, the plaintiff *(petitioner herein)* has been directed to pay *ad valoram* Court fee on the market value of the suit property along with the valuation report, by way of the impugned order dated 10.04.2024 passed by ld. Civil Judge (Sr. Division), Gurugram, which has been assailed by the said plaintiff before this Court.

2. To avoid confusion, parties shall be referred as per their status before the trial Court.

3.1 Subject matter of suit is two parcels of land, one measuring 26 kanal 18 marla referred as suit land-I and another measuring 28 kanal 11 marla referred as suit land-II, situated in village Badshahpur, District Gurugram.

3.2 According to plaintiff company, it had acquired rights in the suit land by virtue of two registered collaboration agreements, both dated

26.02.2013, executed between plaintiff, defendant No.13 *(respondent No.1 herein)* and defendants No.14 to 19 *(respondents No.15 to 20 herein)*, which were granted to the plaintiff in lieu of its rights under prior agreement to sell dated 25.10.2012 in its favour because of the sincere efforts put in by the plaintiff in resolving dispute between defendants No.14 to 19 and defendant N:13 in respect of the aforesaid land.

3.3 It was pleaded further that as per the collaboration agreements, plaintiff was entitled to get 6721 sq. yard of land after the same is developed by defendant No.13. However, in violation of the said collaboration agreements, defendants No.14 to 19, in collusion with defendant No.13 started transferring the part of the suit property in favour of defendants No.1 to 12 (*respondent N: 3 to 14 herein*) i.e. sisters concerns of defendant No.13.

3.4 Plaintiff further referred to subsequent transactions by way of sale deed dated 16.04.2021 with regard to suit land-II entered into between defendants No.16 to 19 and defendants No.20 to 21 (*respondent N: 21 & 22 herein*); exchange deed dated 19.04.2021 between defendants No.1 to 12 and defendants No.20 & 21; exchange deed dated 04.06.2021 between defendants No.1 to 11 and defendants No.14 & 15 besides a supplementary agreement dated 12.01.2022 between defendants No.1 to 13 and defendant No.22 (*respondent N: 2 herein*). Plaintiff also referred about the joint development agreement dated 29.08.2022 executed between defendant Nos.1 to 13, defendant No.22 and defendant No.23 (*respondent N: 23 herein*).

3.5 It was pleaded that plaintiff came to know about all these transactions from reply of defendant No.22 in response to the complaint made by the plaintiff to Director Town and Country Planning, Haryana, inasmuch as on coming to know that defendant No.22 had approached the DTCP, Haryana for grant of licence for development of affordable plotted colony over 16.1 acre of land, which included the suit land. According to plaintiff 6.24 acres of land is part of 6.93 acres of land, in which plaintiff-company has acquired the rights by virtue of two separate registered collaboration agreements and therefore, all the subsequent transactions entered by defendant No.13 with other defendants were null and void.

3.6 By way of the suit, plaintiff prayed for following reliefs: -

> "1. Decree for declaration that the two (02) Collaboration Agreements dated 26.02.2013 executed between the Plaintiff and defendant No.13 with defendant No.14-15 & plaintiff with defendant No.13 with the defendant No.16-19 respectively, are still valid, legal, enforceable, and binding upon the defendants.
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> 2. Decree of permanent injunction in favour of plaintiff and against the defendants restraining the Defendants to bypass/evade/avoid/defeat the plaintiff's entitlement and rights arising out of two (02) collaboration agreements dated 26.02.2013 executed between the Plaintiff and defendant No.13 with defendant No.14-15 & plaintiff with defendant No.13 with the defendant No.16-19 respectively with respect to the land detailed in the respective collaboration agreements, in consideration of rights under the Agreement to Sell.
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> 3. Decree of declaration that the sale deed dated 16.06.2021 executed between defendant No.16 to 19 and 20-21; Exchange Deed dated 19.04.2021 executed between defendant No.1 to 12 and defendant No.20-21; Exchange Deed dated 04.06.2021 executed between defendant No.1 to 11 and defendant No.14-15 and Supplementary Agreement dated 12.01.2022 between inter alia Defendants 1 to 13 and defendant No.22 are totally illegal, null, void and nullity documents and did/does not create any right, title or interest in favour of defendants in any manner nor have any binding effects upon the rights of the plaintiff and having no adverse effect upon the entitlement and rights of the plaintiffs with respect to its entitlement under the respective two (02) collaboration agreements.
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> 4. Decree of declaration that the transfer deed of the developments rights pertaining to the suit land between inter alia Defendants 1 to 13 and defendant No.22 with and defendant No.23 for the purposes of developing project over the

suit land is/are totally illegal, null, void and nullity documents and did/does not create right, title or interest in favour of defendants in any manner nor have any binding effects upon the rights of the plaintiff and having no adverse effect upon the entitlement and rights of the plaintiffs with respect to the land described in the respective collaboration agreements.

5. Decree of declaration that any agreement in respect of the suit land including the Joint Development Agreement dated 29.08.2022 between inter alia Defendants 1 to 13 and /or defendant No.22 with the defendant No.23 for the purposes of developing project over the suit land are totally illegal, null, void and did not create any right, title or interest in favour of defendants in respect of the Suit Land nor have any binding effects upon the rights of the plaintiff and that any such agreement has no adverse effect upon the entitlement and rights of the plaintiffs to developed area of residential plots admeasuring 6147 sq. yards (approx.) with respect to any project on the suit land i.e. described in the respective collaboration agreements.

6. Decree for permanent injunction be passed in favour of plaintiff and against the defendants restraining them from obtaining any license for development and crating any right prejudicial to the right of plaintiff which has been created and vested by two (02) collaboration agreements dated 26.02.2013 with regard to the land forming part and parcel of the suit property and/further restraining them from alienating or creating any third party charge upon the same in any manner.

7. Any other relief, which this Hon'ble Court deems fit and proper, may also be granted in favour of the plaintiff and against the defendants in the interest of justice*."*

4.1 Defendants No.13 & 22 (*respondent N: 1 & 2 herein*) moved an application (*Annexure P2*) seeking rejection of the plaint under Order 7 Rule 11 CPC. They referred to clauses No.6.2 and 7.11 of the collaboration agreements relied by the plaintiffs, so as to contend that plaintiff has concealed the fact that a fixed span of time was made available for obtaining the license in respect of the land, which was subject matter of the collaboration agreements, but as no license was granted within the fixed period of six months to the developer, so the agreement stood terminated about 10 years back. It was alleged further that till November 2022, plaintiff never asserted any right on the basis of two alleged collaboration agreements before making a frivolous and baseless complaint in the office of Directorate of Town and Country Planning, Haryana; that plaintiff never claimed that it had paid even a single penny towards the consideration for transactions set up by it.

4.2 These defendants pleaded further that according to plaintiff, defendants No.16 to 19 had sold the land forming part of the alleged collaboration agreements in favour of defendant Nos.20 and 21 by registered sale deed dated 16.0.2021, but scrutiny of the said sale deed would reveal that it was executed and registered for consideration of ₹35 crores and actual physical possession of the land measuring 29 kanal 3 marla was delivered by the vendors - defendants No.16 to 19 in favour of vendees-defendants No.20 and 21. Apart from this, stamp duty amounting to ₹2,45,00,000/- on the exchange deed dated 19.04.2021; and stamp duty of ₹1,12,00,300/- on the exchange deed dated 04.06.2021 was paid.

4.3 It was further pointed out that plaintiff never alleged itself to be in physical possession of any part of the suit land and that valuation of the suit land has been arbitrarily and whimsically fixed at ₹200/-. These defendants No.13 and 22-applicants alleged that suit had been cleverly grafted in order to avoid affixation of the Court fee required to be paid as per law and that a legal duty is cast upon the Court to examine real intentions of the parties in order to ensure that appropriate Court fee as required by the law is affixed on the plaint.

With these submissions, defendants No.13 and 22 prayed for rejecting the plaint.

5.1 In its detailed reply, plaintiff submitted that suit for declaration and consequential relief of permanent injunction was filed on the ground that owners of the suit property had entered into two development agreements on 20.04.2009 with defendant No.13. Said defendant N: 13 was not granted the license by the Department of Town and Country Planning, Haryana for carrying out the development. As the disputes arose, the owner entered into agreements to sell dated 25.11.2012 with the plaintiff and later on, fresh collaboration agreements dated 26.02.2013 were executed, whereby the development agreements dated 20.04.2009 and agreements to sell dated 25.11.2022 stood amended and superseded and defendant No.13 agreed to develop and construct upon the suit property and that as per Clause 4.2 of these agreements, plaintiff is entitled to 6721 sq. yards of the free hold residential plots in the proposed developed area.

5.2 It was pleaded further that suit was not time barred and that the subsequent transactions entered into between the owners and third parties i.e. impugned sale deeds, exchange deeds and supplementary agreements besides the joint development agreements, did not adversely affect the rights of the plaintiff in the suit property. Plaintiff pleaded further that as far as consideration is concerned, it was specifically mentioned in the collaboration agreements that plaintiff had played crucial role and made efforts to resolve the inter se disputes between owners and defendant No.13 coupled with the fact that plaintiff had forfeited its right under the agreements to sell dated 25.10.2012 executed between it *(plaintiff)* and the owners. It was pleaded that even otherwise it was a matter of trial, as to what was the nature of consideration and at this stage, Court cannot be called upon to take any affirmative view on either side.

5.3 It was further pleaded that plaintiff was simply seeking protection regarding its interest under the collaboration agreements and not a declaration so as to declare the plaintiff as owner of the suit property without seeking the decree for possession and that plaintiff being *dominus litus* cannot be compelled to file the suit as per the mis-interpretation or misunderstandings of the collaboration agreements in question. Even otherwise, it will be a matter of trial as to what is the correct interpretation of the collaboration agreements. It was pleaded further that plaintiff was seeking declaration to protect its right under the collaboration agreements and that the subsequent transactions i.e., impugned sale deed, exchange deed/supplementary agreement etc. did not affect its rights and the same were null and void. Plaintiff refuted all other averments of the application and prayer was made to dismiss the same.

5. After hearing ld. counsel for both the sides, ld. trial Court by way of impugned order took the view that considering the nature of relief sought by the plaintiff, it was in fact praying for substantive relief of specific performance of the collaboration agreements under the garb of a relief of declaration and injunction and as such, it was required to affix *ad valoram* Court fee on the market value of the suit property along with valuation report.

6.1 Assailing the aforesaid order, it is contended by ld. Senior counsel for the petitioner that trial Court rightly observed that at the stage of considering the application under Order 7 Rule 11 CPC, only the contents of the plaint are required to be gone into; that the question relating to limitation being a mixed question of law and fact, so the same can be adjudicated only after framing of the issues and not without trial. It is contended further that trial Court also rightly observed that whether the alleged collaboration agreements stood terminated automatically in view of the covenants relied by defendants No.13 and 12 and as to whether the collaboration agreements are still in existence and valid, are also triable issues and can be adjudicated upon after trial. It is also rightly observed by the trial court that cause of action is a bundle of facts, which are required to be proved for obtaining the claimed relief and for that purpose only the material facts are required to be stated and not the evidence, except in exceptional circumstances, where the pleadings are with regard to the mis-representation, fraud etc.

6.2 Ld. Senior counsel contends that however ld. trial Court failed to notice that relief of specific performance on the basis of collaboration agreements was not available to the plaintiff at this stage, inasmuch as right of the plaintiff to the extent of 6721 sq. yards of land will be available only after the land is developed. Ld. Senior counsel contends that at the moment, plaintiff only wants to protect its rights under the collaboration agreements and sought declaration regarding its entitlement to this effect. It is contended further that in the subsequent transactions relied by defendant No.13 and 22 i.e. sale deed dated 16.04.2021, exchange deeds dated 19.04.2021 and 04.06.2021 or supplementary agreement dated 12.01.2022 and joint development agreement dated 29.08.2022, plaintiff is neither a party nor plaintiff sought cancellation of those transactions and simply prayed for declaration that those transactions are null and void and does not affect his rights in view of collaboration agreements dated 26.2.2013 and that in these facts and circumstances, *ad valoram* Court fee is not required to be paid.

7.3 To support his contentions, Ld. Senior counsel has referred to decisions of Hon'ble Supreme Court rendered in ***Suhrid Singh @ Sardool Singh Vs. Randhir Singh and others,*** *2010 AIR (Supreme Court) 2807*, ***Bharat Bhushan Gupta Vs. Pratapp Narain Verma and another,*** *2022 LiveLaw (SC) 552* and a decision of this High Court rendered in ***Tarsem Singh and others Vs. Vinod Kumar and others,*** *2011 (31) RCR (Civil) 709.*

With these submissions, prayer is made for setting aside the impugned order.

8. Refuting the aforesaid contentions, ld. counsel for the contesting respondents No.1 & 2/defendants No.13 and 22 contended that relief sought by the plaintiff cannot be granted without cancellation of the impugned sale deed/exchange deeds etc. The overall intent of the plaintiff is required to be seen, even if only the contents of the plaint are to be gone through and that ld. trial Court has rightly held that in the garb of relief of declaration and injunction, plaintiff was in fact seeking relief of specific performance of collaboration agreements. Defending the impugned order passed by the trial Court, ld. counsel prayed for dismissal of the present revision.

9. I have considered submissions of both the sides and have appraised the record carefully.

10. Legal position is not in dispute to the effect that at the time of considering an application under Order 7 Rule 11 CPC for rejecting of the plaint, Court is required only to see the contents of the plaint and not to consider the contents of the written statement or the defence of the defendant. Plaintiff has claimed the relief of declaration and injunction on the basis of two collaboration agreements dated 26.02.2013, copies of which are available on paper-book, forming part of plaint (*Annexure P1*). Both these collaboration agreements are similarly worded. Collaboration agreement bearing Vasika No.27383 dated 26.02.2013 is between defendants No.15 & 16 - owners; defendant No.13 (developer) and plaintiff-Tejas Homebuilt Pvt. Ltd. as the 3rd party. This is in respect of 26 kanal 18 marla of land i.e. suit land-I. Collaboration agreement No.27392 dated 26.02.2013 is between defendants No.16 to 19 - owners; plaintiff-*Tejas Homebuilt Pvt. Ltd.* and defendant No.13 (developer) and it is in respect of 28 kanal 11 marla of land i.e. suit land-II. As per these agreements, owners had earlier entered into development agreement dated 20.04.2009 with

the developer for carrying out the development activities. Due to certain exigencies, the licence was not granted to the developer and subsequently, the owners entered into agreement to sell dated 25.10.2012 with Tejas Homebuilt Pvt. Ltd. (i.e. the plaintiff). The parties renegotiated the terms pursuant to which these collaboration agreements were executed under which owners entrusted the rights to develop the suit land to the developer (defendant No.13). An amount of ₹2,65,50,000/- under the first agreement and ₹2,90,50,000/- under another agreement were given to the owners as security. It was agreed that for entire development of the land, owners shall be entitled to allotment of freehold residential plots to specific extent i.e. 2824 sq. yards in respect of first agreement and 2919 sq. yards in respect of the second agreement.

11. Clause 4.2 of the Ist collaboration agreement is relevant, as it pertains to the rights created in favour of the plaintiff. It reads as under: -

> "In consideration of the efforts put in by TEJAS HOMEBUILD PRIVATE LIMITED so that the inter se disputes between the Parties hereto are amicably resolved and rights conferred on or granted to TEJAS HOMEBUILD PRIVATE LIMITED by virtue of the said Agreement to Sell dated 25.10.2012 in respect of the Sale Land being revoked/cancelled/withdrawn/terminated/relinquished on the execution of these presents, <u>TEJAS HOMEBUILDS PRIVATE LIMITED shall be entitled to allotment of freehold residential plots admeasuring 3228 sq. yards in the proposed development that is to be carried out by the DEVELOPER on the Said Land</u>;. All other balance areas and balance rights of the duly sanctioned plotted area on the Said Land other than the areas falling under Owners' Share and TEJAS HOMEBUILD PRIVATE LIMITED share will be of the Developer (Developer's share)."

In the second collaboration agreement, similar Clause 4.2 is there, as per which plaintiff has been given rights to the extent of 3493 sq. yard of land.

12. Defendants N: 13 & 22 have also referred about Clauses No.6.2 and 7.11 of the agreements. These read as under: -

> "6.2 That the developer shall endeavor to obtain the license for development of the said land within six months of the execution of the present agreement except for reasons beyond the reasonable control of the Developer. The time is of essence. In case the developer fails to obtain the license within six months of the execution of the present agreement, the present agreement and all privities of contract between the parties hereto shall stand cancelled and terminated and the developer shall cease to have any sort of claim or interest in the said land. The amounts paid to the owners as non-refundable security shall be returned by the Owners to Developer within a period of seven days from the date of such termination. Having obtained the license within the aforementioned period of six months, the developer shall be bound to deliver the actual and physical possession of the fully developed and completed plots falling to the share of the owners, within 24 months of the date the license."

> "7.11 In case the DEVELOPER is unable to obtain License of Residential Township/Colony from DTCP, Haryana or any other concerned Department and/or acquisition is imposed on the said Land by HUDA or any other State Govt. or Central Govt., in that case DEVELOPER will have no right in compensation of the Said Land and this Agreement shall be deemed to be cancelled with immediate effect and the DEVELOPER will have no right, title or interest of any kind on the Said Land and all compensation amount arising out of acquisition of the Said Land will be received by the OWNERS, except for any refund received against the amount paid by the DEVELOPER in the process of obtaining License, however in the event of aforementioned scenarios, the non-refundable security amounts mentioned in this agreement shall be refunded by the owners."

13. As has been observed by the trial Court that whether in terms of the Clause 6.2 of the collaboration agreements and on account of the developer failing to obtain licence for development of the land within six months from the date of execution of the agreements, the same stood cancelled & terminated automatically or not; and whether the said agreements are still in existence, these are triable issues, which can be adjudicated only after framing of the issues and taking the evidence from both the sides and cannot be considered at this preliminary stage.

14. It is also to be noted that as to whether the developer i.e. defendant No.13 could not obtain the licence for development of the land within six months of the execution of the agreements for any reason beyond its control, will also be a subject matter of trial. At the same time, it is important to notice that the consequences of the cancellation / termination of the collaboration agreement as per Clause 6.2 is that developer i.e. defendant No.13 shall cease to have any claim or interest in the land and that the amounts paid by the developers to the owners as non-refundable security shall be returned to it by the owners, within 7 days from the date of such termination. Similarly, as per clause 7.11, if the land is acquired, the owners will be entitled to compensation. However, it is not mentioned in these collaboration agreements, as to whether the agreements dated 25.10.2012, which had been earlier entered into between the plaintiff and the owners-defendants No.14 to 19 were to be revived or not, in case the collaboration agreements are cancelled/terminated. There is nothing in the pleadings that on failure of the developer – defendant N: 13 to obtain licence within 6 months as per collaboration agreements, whether it has been refunded the security amount given to the owners.

15. As developer-defendant No.13 failed to develop the land in pursuant to the collaboration agreements, therefore, plaintiff did not get 6721 sq. yard of the proposed developed area, to which it was entitled as per collaboration agreements, had the developer carried out the terms of the said agreements. The observations made by the trial Court on the basis of contentions raised by the defendants No.13 and 22 to the effect that plaintiff was seeking specific performance of the collaboration agreements in the garb of seeking the declaration or injunction, does not appear to contain any merit, having regard to the fact that plaintiff would have been entitled to seek the decree of specific

performance in respect of the specified area of 6721 sq. Yard, only in case the land in question i.e. subject matter of the collaboration agreements was developed by the developer i.e. defendant No.13. Since the land has not been developed, therefore, plaintiff could not seek the relief of specific performance in respect of entitled area under the collaboration agreements and as such, he sought decree of declaration only regarding its entitlement to protect its rights under these collaboration agreements. As pleaded by the plaintiff, cause of action arose in its favour in November 2022, when it came to know that defendant No.22 had moved an application for grant of license before Directorate of Town and Country Planning, Haryana for development of an affordable plotted colony under Deen Dayal Jan Awas Yojana on 16.01 acres of land, which includes the suit land. Meaning thereby, even till date, the land has not been developed and as such, plaintiff could not seek the relief of specific performance.

16. As far as the subsequent transactions i.e. sale deed dated 16.04.2021 by defendant Nos.16 to 19 in favour of defendant Nos.20 & 21; Exchange deed dated 19.04.2021 between defendant Nos.20 & 21 and defendant Nos.1 to 13; exchange deed dated 04.06.2021 between defendant Nos.14 & 15 and defendants No.1 to 11 are concerned or the supplementary agreement dated 12.01.2022 or joint development agreement dated 29.08.2022 are concerned, plaintiff is not a party to any of these transactions nor plaintiff has sought to cancel any of those transactions.

17. In the aforesaid facts and circumstances, the ratio of law explained by Hon'ble Supreme Court in ***Suhrid Singh @ Sardool Singh (Supra),*** which has been followed by a Division Bench of this Court in ***Tarsem Singh and others (Supra)*** is fully applicable to this case. After referring to the case of

Suhrid Singh @ Sardool Singh (Supra), it was held by Division Bench of this Court in ***Tarsem Singh and others (Supra): -***

> "i) If the executant of a document wants a deed to be annulled, he is to seek cancellation of the deed and to pay ad valorem Court fee on the consideration stated in the said sale deed.
> ii) But if a non-executant seeks annulment of deed i.e. when he is not party to the document, he is to seek a declaration that the deed is invalid, non-est, illegal or that it is not binding upon him. In that eventuality, he is to pay the fixed Court fee as per Article 17(iii) of the Second Schedule of the Act.
> iii) But if the non-executant is not in possession and he seeks not only a declaration that the sale deed is invalid, but also a consequential relief of possession, he is to pay the ad-valorem Court fee as provided under Section 7(iv)(c) of the Act and such valuation in case of immovable property shall not be less than the value of the property as calculated in the manner provided for by Clause (v) of Section 7 of the Act.
> In view of the aforesaid judgment of the Hon'ble Supreme Court, the issue leading to payment of the Court fee is decided in terms of the parameters laid down above."

18. In ***Bharat Bhushan Gupta case (Supra),*** it has been held by Hon'ble Supreme Court as under: -

> "9.1. It remains trite that it is the nature of relief claimed in the plaint which is decisive of the question of suit valuation. As a necessary corollary, the market value does not become decisive of suit valuation merely because an immovable property is the subject-matter of litigation. The market value of the immovable property involved in the litigation might have its relevance depending on the nature of relief claimed but, ultimately, the valuation of any particular suit has to be decided primarily with reference to the relief/reliefs claimed."

19. It is, thus, clear that simply because immoveable property is the subject matter of litigation, that in itself is not decisive for valuation of the suit. The market value of the property as involved in the litigation is relevant, depending upon the nature of the claimed relief and the valuation of the suit is to be decided primarily with reference to the claimed relief.

20. This Court is of the considered view that in the present case, as plaintiff has sought decree of declaration regarding its entitlement in the suit property on the basis of collaboration agreements and further decree of declaration that subsequent transactions inter se the defendants i.e. impugned sale deed/exchange deed etc. to which he is not a party are null and void, without seeking their cancellation; and seeking injunction to restrain the defendants from obtaining any license for development and creating any right prejudicial to it as created and vested in it by way of two collaboration agreements, without seeking any specific performance, which relief otherwise is not available to it; and without seeking of possession and therefore, the *ad valoram* Court fee is not liable to be paid.

21. It is no doubt true that Court can go behind the plaint to find out the real nature of the relief claimed and is liable to pay the Court fee in order to see that plaintiff has not disguised the relief so as to avoid the payment of Court fee, as has been held in ***Robust Tyre and Rubber Company (P) Ltd. Vs. State Bank of India and others 1987 (2) PLR 394*** and ***Shanti Dhawan Vs. S.M. Khan, 2011 (2) CCC 62 P&H,*** but in the present case, as has been observed that the relief for specific performance was not available to the plaintiff at this stage therefore, it can not be said that plaintiff is liable to pay the *ad valoram* Court fee on the market value of the suit property.

22. Consequent to the entire discussion as above, present petition is allowed. Impugned order dated 10.04.2024, passed by the trial Court is hereby set aside.

(DEEPAK GUPTA)
JUDGE

17.07.2024
Vivek

Whether speaking/reasoned? *Yes*
Whether reportable? *Yes*