

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 17717 OF 2025

Nivrutti Harishchandra Pawar

...Petitioner

Versus

1. Akshay Anil Pawar

2. Ishwari Akshay Pawar

3. Rajiv Anant Chavan

...Respondents

Mr. D. D. Shinde, a/w Yogesh Thorat, for the Petitioner.

Mr. Ajit Kulkarni, a/w Sagar Mandhana, Sarvesh Deshpande, Piyush Mapari, Vaishnav Borkar and Akshay Manjare, i/b Prathamesh Deshpande, for the Respondents.

CORAM: N. J. JAMADAR, J.
RESERVED ON: 9th FEBRUARY, 2026
PRONOUNCED ON: 26th FEBRUARY, 2026

JUDGMENT:-

1. Rule. Rule made returnable forthwith and, with the consent of the learned Counsel for the parties, heard finally.

2. By this petition under Article 227 Constitution of India the petitioner – plaintiff takes exception to a judgment and order dated 10th December, 2025 passed by the learned District Judge, Pune, in Misc. Civil Appeal No.343/2025, whereby the appeal preferred by respondent Nos.1 to 3 – original defendants against an order passed by the trial Court on 4th November, 2025, thereby restraining the defendants from causing any obstruction to the possession of the plaintiff over the suit property, came to be allowed, by setting aside the said order passed by the trial Court.

3. The background facts leading to this petition can be stated in brief as under:

3.1 For the sake of convenience and clarity, the parties are hereinafter referred to in the capacity in which they are arrayed before the Trial Court.

3.2 Anil Pawar was the brother of the plaintiff. Anil Pawar passed away on 11th March, 2020 leaving behind Laxmibai and two sons Akshay (D1) and Runal. Defendant No.2 is the wife of defendant No.1. Defendant No.3 is the father of defendant No.2.

3.3 The plaintiff claims, he and his late brother Anil Pawar had jointly acquired lands bearing Gat Nos.313, 314, 315 and 317 at Mauje Sarola. They had started a Hotel under the name and style, "Hotel Amruta Garden". The requisite NA permission was obtained in the name of late Anil Pawar. A three storey building was constructed on the said NA lands.

3.4 Gradually the hotel business was expanded. New units, i.e. Hotel Amruta Garden Lodging and Boarding, Amruta Store, Amruta Permit Room and Beer Bar and Amruta Veg, were started in the said premises. Other suit properties were also acquired out of the income from the Hotel business. After the demise of Anil Pawar, the plaintiff, Laxmibai and Runal jointly started the business of Amruta Sweets and Namkin. After Anil passed away, the plaintiff started to manage all the

units in Amruta Garden in the capacity of *karta* and Manager of the joint family.

3.5 The Plaintiff avers, after the marriage of defendant Nos.1 and 2, defendant No.2 came to reside at village Sarola. However, on account of incompatibility due to the upbringing of defendant No.2 at Pune, there was discord between defendant No.2 and her in-laws. Things came to such a pass that, defendant No.2 had lodged a report against the plaintiff and his family members with Narsapur Police Station. During the lifetime of late Anil Pawar, defendant No.1 had demanded his share in the properties. Late Anil Pawar had categorically told defendant No.1 that, the properties, being the self-acquired properties, defendant No.1 had no right, title and interest therein and, yet, late Anil Pawar had paid a sum of Rs.25,00,000/- to defendant No.1. Thus, defendant No.1 had no right, title and interest in any of the suit properties. Nor defendant Nos.1 and 2 ever resided as the members of the joint family with late Anil Pawar.

3.6 Defendant Nos.1 and 2 and Gaurav Waghmare, a friend of defendant No.1, raked up quarrels on 21st September, 2024 with the plaintiff and made an attempt on the life of the plaintiff. A report was lodged by the plaintiff with Rajgad Police Station being CR No.455/2024 for the offences punishable under Sections 109, 118(2), 115(2), 352, 351(2), 351(3), 49 and 3(5) of the Bharatiya Nyaya Sanhita, 2023, ("BNS, 2023"). Defendant Nos.1 and 2 have been frequently barging into the suit properties and causing obstruction to

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the peaceful management of the hotel and the units therein. Thus, the suit to restrain the defendants from causing obstruction to the possession and enjoyment of the plaintiff over the suit properties including all the units of hotel Amruta Garden.

3.7 Defendant Nos.1 to 3 resisted the application. It was contended that the properties, bearing Gat Nos.313, 314, 315 and 317 at Mauje Sarola, were jointly owned by late Anil Pawar and the plaintiff. After the demise of late Anil Pawar, defendant No.1, his mother Laxmibai and brother Runal, have 1/6th share each in the said properties. It was categorically denied that the hotel business was jointly started by the plaintiff and late Anil Pawar. The defendants contended, late Anil Pawar was the sole and absolute owner of the three storeied superstructure constructed on the said lands, which houses the Hotel Amtrua Garden and other units. The plaintiff has no right, title and interest in the said superstructure nor in the business of Amruta Garden, Amruta Veg, Amruta Garden and Amruta Wines. After the demise of late Anil Pawar only defendant No.1, Laxmibai and Runal have 1/3rd share each in the said three storey building and the businesses being run therefrom. However, the plaintiff had unauthorizedly started taking part in the businesses of the aforesaid units. The plaintiff had got a fraudulent Partnership Deed executed from Laxmibai in relation to the business of Hotel Amruta Garden. Laxmibai, not being an absolute owner, has no right and authority to execute a Partnership Deed in relation to the said business.

3.8 The defendants further contend, despite repeated requests, Laxmibai and Runal have failed and neglected to partition the suit premises which devolved upon defendant No.1, Laxmibai and Runal after the demise of Anil Pawar. Therefore, defendant No.1 has instituted suits being SCS/1459/2025 and SCS/821/2025 in the Court of Civil Judge, Senior Division, at Pune.

3.9 It is refuted that defendant No.1 has no right, title and interest in the suit premises. In fact, the defendant No.1 had been running the business of Amruta Sweets and Namkin since the year 2021. Defendant No.1 has set up a production unit and sales counter in the premises of Hotel Amruta Garden.

3.10 After appraisal of the pleadings of the parties and the material on record, the learned Civil Judge was persuaded to allow the application for temporary injunction observing, *inter alia*, that since defendant No.1 has instituted suits for partition in respect of the suit premises and the business, "Amruta Sweets and Namkin", it implies that defendant No.1 is not in possession of the suit properties. Conversely, the documents indicated that the licences to run the businesses stood in the name of Laxmibai and Runal. *Prima facie* the plaintiff appeared to be in possession of the suit properties. Hence, it was necessary to restrain the defendant.

3.11 Being aggrieved, the defendants preferred an appeal before the learned District Judge. By the impugned judgment and order, the

learned District Judge was persuaded to reverse the order passed by the trial Court observing that, *inter alia*, the suit properties were the self-acquired properties of late Anil Pawar and plaintiff, after the demise of Anil Pawar, defendant No.1 became a co-owner of the suit properties alongwith Laxmibai and Runal and, thus, no injunction could have been granted against a co-owner. The trial Court was in error in not appreciating the aspect of co-ownership. The fact that Laxmibai, the mother of defendant No.1, in whose name the licence to operate Amruta Garden, was not impleaded as a party to the suit, was also arrayed against the plaintiff. Finding the order passed by the trial Court perverse, the learned District Judge set aside the said order of injunction.

4. Being aggrieved and dissatisfied with the impugned order, the plaintiff has invoked the writ jurisdiction.

5. I have heard Mr. Shinde, the learned Counsel for the petitioner, and Mr. Kulkarni, the learned Counsel for the respondents, at some length. With the assistance of the learned Counsel for the parties, I have also perused the material on record.

6. Mr. Shinde, the learned Counsel for the petitioner, submitted that the learned District Judge committed an error in law in interfering with a discretionary order passed by the trial Court. By no stretch of imagination, Mr. Shinde would urge, the order passed by the trial Court could be said to be perverse as the trial Court had taken into account

all the material factors. Secondly, Mr. Shinde would urge, the learned District Judge was swayed by the purported status of defendant No.1 as a co-owner. At the stage of consideration of the prayer for interim injunction, the issue of possession assumes more significance than the rights of the parties. Taking the Court through the written statement, Mr. Shinde would urge, there were categorical admissions that the plaintiff has been in the possession and management of the Hotel Amruta Garden. Conversely, there was not an iota of material to show that defendant No.1 had ever been in possession of the suit properties, either during the lifetime of Anil Pawar or after his demise.

7. Thirdly, the learned District Judge committed a manifest error in applying the abstract principle that no injunction can be granted against a co-owner *de hors* undisputed factual position as regards the possession and management of the Hotel and the conduct of the parties, which is of material significance while passing a discretionary order. Taking the Court through the allegations in the FIR lodged by the plaintiff against defendant Nos.1 and 2 and their associate, Mr. Shinde would urge that there was overwhelming material to show that the defendants had invaded and continued to invade the rights of the plaintiff and the other heirs of late Anil Pawar.

8. Mr. Shinde further urged that, it is not an inviolable rule of law that injunction cannot be granted against a co-owner under any circumstances. Where it is demonstrated that one of the co-owner is in the settled possession and running a business, and the other co-owner

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threatened to disturb the settled possession and operation of the businesses run by the first, injunction can be granted. To this end, Mr. Shinde placed reliance on a Full Bench judgment of Punjab and Haryana High Court in the case of ***Bhartu vs. Ram Sarup***¹ and a judgment of a learned Single Judge of this Court in the case of ***Pune Krishi Utpanna Bajar Samiti vs. Mohammad Hanif Abdul Wahid Shaikh and others***².

9. In opposition to this, Mr. Ajit Kulkarni, learned Counsel for the Respondents, supported the impugned order. It was urged that the trial Court had committed a manifest error in granting injunction against the Defendant No.1, though Defendant No.1 was a co-owner of all the 13 properties and the Plaintiff had no right, title and interest in the properties, except in the lands bearing Gat Nos.313, 314, 315 and 317 at Sarola. Learned District Judge was, therefore, fully justified in interfering with the patently illegal order passed by the trial Court.

10. Mr. Kulkarni submitted that, the very claim of the Plaintiff that he and late Anil had started a hotel business jointly, is not prima facie borne out by the record. On the contrary, the material on record indicates that, late Anil was the sole proprietor of Hotel Amruta Garden. After the demise of Anil, licences have been transferred in the name of Laxmibai. Thus, the Plaintiff had fraudulently got executed the purported Partnership Deed from Laxmibai, who is not the absolute

1 1981 SCC OnLine 594.

2 2018 (5) Mh.L.J. 524.

owner of the superstructure standing on the suit lands and the businesses run therein.

11. Learned Civil Judge, according to Mr. Kulkarni, had proceeded on a wrong premise that Defendant No.1 was not in possession of the suit properties, completely ignoring the legal implications of co-ownership. In fact, there is material to demonstrate that, Defendant No.1 has been running businesses from the suit premises. Therefore, the fact that the Defendant No.1 had instituted suits for partition and in relation to the purported Partnership Deed could not have been arrayed against Defendant No.1 to restrain him. That mistake was rightly corrected by the learned District Judge. Therefore, in exercise of the supervisory jurisdiction, no interference is warranted with the impugned order, submitted Mr. Kulkarni.

12. At the outset, it is necessary to note the frame of the suit. From a meaningful reading of the plaint as a whole, it becomes clear that, the plaint proceeds on the premise that the Plaintiff and late Anil had acquired all the properties. During the lifetime of late Anil, there was a dispute between late Anil and Defendant Nos.1 and 2 and Defendant No.1 was paid a sum of Rs.25 Lakhs by Anil. Thus, Defendant No.1 had no right, title and interest in any of the suit properties. Yet, after the demise of Anil, Defendant Nos.1 and 2 started to cause obstruction to the possession and enjoyment of the Plaintiff, Laxmibai and Runal, wife and another son of late Anil. Various reports have been lodged with the Police in regard to the alleged violent and unlawful acts of SSP

Defendant Nos.1 and 2. Hence, the suit for a declaration that the suit properties are joint family properties, Defendant Nos.1 and 2 have no right, title and interest therein and for the consequential injunction to restrain Defendants from causing obstruction to the possession of the Plaintiff over the suit properties and Hotel Amruta Garden, including its various units.

13. In the backdrop of the aforesaid nature of the suit, it is necessary to note that the suit properties bearing Gat Nos.313, 314, 315 and 317, which house Hotel Amruta Garden were acquired by the Plaintiff and late Anil, under registered Sale Deeds in the year 1997 and 1998. After the demise of Anil, the names of Laxmibai, Akshay (D1) and Runal have been mutated to the record of rights of the suit properties. Since the properties were admittedly self-acquired properties of the Plaintiff and late Anil, at best, the Plaintiff will have $\frac{1}{2}$ share in the said four properties. Rest of the properties i.e. Gat Nos.309, 310A, 310B, 310C, 311, 303 and 305 were all acquired by late Anil. The Plaintiff has not been shown as a co-purchaser of the said properties. After the demise of late Anil, these properties would devolve on Laxmibai, Akshay (D1) and Runal, being the Class I heirs.

14. Prima facie, the claim of the Plaintiff that Defendant No.1 has no right, title and interest in any of the suit properties, cannot be countenanced for reasons more than one. Firstly, the assertion that sum of Rs.25 Lakhs was paid to the Defendant No.1 by late Anil, and, thus, interest of Defendant No.1 in the suit properties came to end, is a
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matter of proof at the trial. Secondly, prima facie, there is no material to substantiate the claim. Thirdly, during the lifetime of Anil, since the properties were self-acquired properties of Anil, Defendant No.1 had no right therein, and, thus, the case that Defendant No.1 relinquished his right, title and interest in the suit properties, in lieu of the said payment, cannot be lawfully canvassed. Fourthly, as noted above, after the demise of Anil, the name of Defendant No.1 has been mutated to the record of rights of the suit properties, especially Gat Nos.313, 314, 315 and 317 being a Class I heir, along with Laxmibai and Runal. Lastly, with regard to the devolution of interest of late Anil, if at all any dispute is to be raised, that has to be by other class I heirs of Anil and not the Plaintiff.

15. The aforesaid clarity on facts leads to an inescapable inference that Defendant No.1 is a co-owner. The thrust of the submission of Mr. Shinde was that the Plaintiff had been in settled possession of the suit properties, and, therefore, the Defendants had no right to disturb the settled possession of the Plaintiff. Learned District Judge, according to Mr. Shinde, did not consider this crucial aspect of the settled position of the Plaintiff.

16. The legal position in relation to the nature of interest and character of possession of the co-owners is well-settled. There is unity of possession and community of interest. Ordinarily, co-owner has an interest in the whole property and also in every parcel of it. Possession of joint property by one of the co-owners is, in the eye of law, SSP

possession of all, even if all but one are actually out of possession. In a sense, co-owner in possession is a constructive trustee for the co-owner who is not in possession of the property.

17. In the case of **Mohd. Baqar and Ors. V/s. Naim-un-Nisa Bibi and Ors.**³, a three-judge Bench of the Supreme Court enunciated that, under the law, possession of one co-sharer is possession of all co-sharers, it cannot be adverse to them, unless there is a denial of their right to their knowledge by the person in possession, and exclusion and ouster following thereon for the statutory period.

18. In the case of **Karbalai Begum V/s. Mohd. Sayeed and Anr.**⁴, the Supreme Court enunciated that, even if no share was given by the co-owner to one of the co-owners, as the persons who had the possession of the property were co-sharers, unless a clear ouster was pleaded or proved, the possession of such person as co-sharers would be deemed in law to be the possession of the person who is out of possession.

19. In the case of **T. Ramalingeswara Rao and Anr. V/s. N. Madhava Rao and Ors.**⁵, the Supreme Court repelled the claim for injunction based on exclusive possession, in the following words :

“16. In our view, even assuming that the Plaintiffs claimed to be in possession of the suit property (which the two courts below did not find in their favour) for

3 (1955) 2 SCC 499

4 (1980) 4 SCC 396

5 (2019) 4 SCC 608

claiming injunction, yet they were not entitled to claim injunction against the other co-sharers over the suit property. It is a settled principle of law that the possession of one co-sharer is possession of all co-sharers, it cannot be adverse to them, unless there is a denial of their right to their knowledge by the person in possession, and exclusion and ouster following thereon for the statutory period (see Mohd. Baqar v/s. Naim-un-Nisa Bibi) (supra).” (emphasis supplied)

20. Reliance placed by Mr. Shinde on the full bench judgment in the case of ***Bhartu vs. Ram Sarup (supra)***, does not seem to advance the cause of the submission on behalf of the Petitioner. In the said case, the Full Bench of the Punjab and Haryana High Court considered the question, whether the sale of a specific portion of land described by particular Khasra numbers by a co-owner out of the joint Khewat would be a sale of share out of the joint land and pre-emptible under Section 15(1)(b) of the Punjab Preemption Act ?

21. The Full Bench answered the question in the affirmative and held that the sale of a specific portion of the land described by particular Khasra numbers by a co-owner out of the joint Khewat would be a sale of share out of the joint land and pre-emptible under Section 15(1)(b) of the Punjab Preemption Act. While arriving at the aforesaid answer, the Full Bench referred to an earlier Division Bench judgment of the same High Court in the case of **Sant Ram Nagina Ram V/s. Daya Ram**

Nagina Ram⁶, wherein, inter alia, the following proposition was expounded :

“Under an arrangement consented by the other co-owners, it is not open to anybody to disturb the arrangement without the consent of other except by filing a suit for partition. It is evident from the said propositions that when a co-sharer is in possession exclusively of some portion of the joint holding, he is in possession thereof as a co-sharer and is entitled to continue in its possession if it is not more than his share till the joint holding is partitioned.”

22. The aforesaid proposition hardly governs the facts of the case at hand. It is not the claim of the Plaintiff that he is in possession of a portion of the properties i.e. Gat Nos.313, 314, 315 and 317, to the exclusion of the heirs of late Anil and the said portion is not more than his share in the properties. On the contrary, the Plaintiff seems to have been espousing a case for himself and on behalf of other two successors in interest of late Anil. It is pertinent to note, the Plaintiff has, prima facie, no interest in the suit properties bearing Gat Nos.309, 310A, 310B, 310C, 311, 303 and 305.

23. In the backdrop of the aforesaid facts and the principles which govern the relations inter se co-owners, learned Civil Judge was not justified in granting a blanket injunction even in respect of the properties in which the Plaintiff has, prima facie, no interest. Learned District Judge was, therefore, within his rights in interfering with the order passed by the trial Court. However, the learned District Judge did

⁶ AIR 1961 P&H 528

not seem to have adverted to the position which prima facie emerges from the material on record in relation to the businesses being run at hotel Amruta Garden and the disputes that have arisen not only between the Plaintiff and Defendant No.1, on the one part, but also Defendant No.1 and Laxmibai and Runal, on the other part, leading to the institution of SCS Nos.1549 of 2025 and 821 of 2025 by the Defendant No.1.

24. Prima facie, the material on record indicates that, since the lifetime of late Anil, there has been a discord between Defendant Nos.1 and 2, on the one side, and late Anil and his rest of the family members, on the other side. The cleavage has widened after the demise of Anil. Though, the properties bearing Gat Nos.313, 314, 315 and 317 were admittedly jointly purchased by Anil and Plaintiff, yet Defendant No.1 contends that the Plaintiff has no concerned with the business of Hotel Amruta Garden and the Plaintiff has usurped the same after the demise of Anil in collusion with Laxmibai.

25. To this end, reliance was placed on the mortgage deeds, whereby the finances were raised on the security of the properties bearing Gat Nos.313, 314, 315 and 317, and the licences issued by the Regulatory Authorities. In the mortgage deeds, late Anil was shown as the mortgagor in the capacity of the proprietor of Hotel Amruta Garden. The Plaintiff was also shown as the consenting party. FDA licence of hotel Amruta Garden seems to have been issued in the name of Anil Pawar. After the demise of Anil, however, it appears, the licences have

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been issued in the name of Laxmibai, as the proprietress of Hotel Amruta Garden. The licence was renewed on 22 March 2022 and is valid till 21 March 2027. FL-III licence, which was granted to Anil, has also been transferred in the name of Laxmibai. In the written statement as well, the Defendants have contended that, after the demise of Anil, the Plaintiff has started taking part in day to day running of the businesses at hotel Amruta Garden, Amruta Veg, Amruta Store and Amruta Wines.

26. In the light of the joint acquisition of the properties bearing Survey Nos.313, 314, 315, 317 and the contention of the Defendants that the Plaintiff has been taking part in the day to day management of the businesses, prima facie, an inference becomes sustainable that the Plaintiff has been running the businesses along with Laxmibai in the hotel Amruta Garden premises, though FDA and FL-III licences originally stood in the name of late Anil. Conversely, there is no material to indicate that Defendant No.1 has been involved in any of the businesses.

27. The fact that Defendant No.1 has instituted a suit for partition of the properties (SCS No.1459 of 2025) and another suit against Runal (SCS No.821 of 2025) in respect of the business – Amruta Sweets and Namkin, does indicate that, disputes have arisen between the parties in relation to the management of the aforesaid businesses.

28. In these circumstances, the Defendants would not be justified in interfering with the day to day management of those businesses, lest the business activities would be paralyzed to the detriment of all the parties. Since Defendant No.1 has instituted suits, it would be open for Defendant No.1 to seek appropriate reliefs in vindication of his rights therein. Defendant No.1 could seek disclosures, rendition of of accounts and even the appointment of the Court Receiver, in the suits instituted by Defendant No.1. However, during the pendency of the instant suit, Defendant No.1 and rest of the Defendants would not be entitled to interfere with the running business. To this extent, *a prima facie* case can be said to have been made out.

29. Since the licences to run businesses stand in the name of Laxmibai, and, there is material to indicate that Defendant No.1 is at loggerheads with Laxmibai and Runal as well, the balance of convenience tilts against the Plaintiff. If the limited restraint is not ordered, the Plaintiff as well as other co-owners would suffer an irreparable loss.

30. Reliance placed by Mr. Shinde on the judgment in the case of ***Pune Krishi Utpanna Bajar Samiti (supra)***, appears to be well founded. In the said case, the learned Single Judge upheld the order of granting injunction restraining one of the co-owners in whose name the lease stood, as other co-owners would suffer irreparable loss. The

observations in paragraphs 14 and 15 of the said judgment read as under :

“14. The Appellate Court has rightly considered that, though Defendant No.1 may contend that he has filed some protest application to Defendant No.2-APMC, stating that he has not executed such documents, the fact remains that he has not taken any legal action against Plaintiff No.1 for cancellation of these documents or not even initiated any criminal action that these documents are false, fabricated and bogus, as they are not signed by him. At this interim stage, therefore, the Court has to rely upon these documents to hold that, it is Defendant No.1, who has put this business and the shop in the joint family. Defendant No.1 has also entered into the 'Agreement of Partnership' on 16th December 2002 and the 'Irrevocable Power of Attorney' on 16th March 2015 in favour of Plaintiff No.1. In such situation, no fault can be found in the impugned order passed by the Appellate Court holding that, if these documents prima facie show that Plaintiff No.1 is in possession of the suit premises and the business run therein, then, Defendant No.1 is required to be restrained from causing obstruction to the possession of the Plaintiffs.

15. Similarly, at this stage, if third party interests are created in the suit premises, then, both the Plaintiffs and Defendant No.1 are bound to suffer and hence, the Appellate Court has rightly restrained both of them from creating third party interests in the suit Shop. Hence, on that count also, no fault can be found in the impugned order passed by the Appellate Court.”

31. For the foregoing reasons, this Court is impelled to partly allow the Petition and grant limited injunction to restrain the Defendants from

causing obstruction in the day to day management of the affairs of the businesses at Hotel Amruta Garden, subject to the orders that may be passed in the suits instituted by the Defendant No.1.

32. Hence, the following order :

ORDER

(I) The Writ Petition stands partly allowed in the following terms :

(a) Respondent/Defendant Nos.1 and 2, though entitled to enter into, and stay over, the premises of hotel Amruta Garden, shall not interfere with the day to day management of Hotel Amruta Garden, including the Units i.e. Amruta Garden Lodging and Boarding, Amruta Store, Permit Room and Bar, Amruta Veg and Amruta Sweets and Namkin, till the final decision of the suit or the passing of any interim or final order in SCS Nos.1459 of 2025 and 821 of 2025 instituted by Respondent/Defendant No.1, whichever is earlier.

(b) This order shall not operate as an impediment for Respondent No.1 – Defendant No.1 in seeking appropriate reliefs, interim or final in SCS Nos.1459 of 2025 and 821 of 2025 and in the event such prayers are made in those suits, those prayers be decided on their own merits and in accordance with law, without being influenced by any of the observations in this judgment and the orders passed by the courts below.

(ii) Rule made absolute to the aforesaid extent.

(iii) No costs.

[N. J. JAMADAR, J.]