HC-KAR

CNR: KAHC010656252024

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 27TH DAY OF OCTOBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE PRADEEP SINGH YERUR

MISCELLANEOUS FIRST APPEAL NO. 7481 OF 2024 (CPC)

BETWEEN:

NARASIYAMMAL SEVATHAN,
W/O. LATE SEVATHAN,
AGED ABOUT 56 YEARS,
R/AT #669, 5TH A CROSS,
NEW THIPPASANDRA,
BANGALORE 560 075.

...APPELLANT

(BY MS. SANGEETHA C.K, ADVOCATE)

AND:

1. G.K. RAVIKUMAR,
   S/O GOVINDARAJU,
   AGED ABOUT 65 YEARS,
   R/AT NO. 10, 4TH CROSS,
   RAMYA APARTMENTS,
   JEEVAN BHIMA NAGARA,
   BANGALORE-560078.

2. SRI GOVINDARAJU,
   S/O SRINIVAS,
   AGED ABOUT 55 YEARS,
   R/AT NO. 10, 4TH CROSS,
   RAMYA APARTMENTS,
   JEEVAN BHIMA NAGARA,
   BANGALORE-560078.

Digitally signed by VINUTHA M
Location: HIGH COURT OF KARNATAKA

3. SMT. PADMA,
D/O SRINIVAS,
AGED ABOUT 42 YEARS,
R/AT NO. 10, 4TH CROSS,
RAMYA APARTMENTS,
JEEVAN BHIMA NAGARA,
BANGALORE-560078.

4. SMT. JAYAMMA,
W/O MUNIYAPPA,
AGED ABOUT 60 YEARS,
R/AT NO. 10, 4TH CROSS,
RAMYA APARTMENTS,
JEEVAN BHIMA NAGARA,
BANGALORE-560078.

5. G. PRASANNA KUMAR,
AGED ABOUT 46 YEARS,
S/O GOVINDAPPA,
R/AT NO. 199,
HOLY MOTHER SCHOOL COMPOUND,
JEEVAN BHEEMA NAGAR,
BANGALORE-560075.

6. SRI K DHANANJAYA,
S/O KRISHNAPPA,
AGED ABOUT 39 YEARS,
R/AT NO. 11, KODOHALLI ROAD,
OPP. 4TH CROSS,
ULSOOR POST,
BANGALORE - 560008.

7. SRI D MAHENDRA,
S/O DASAPPA,
AGED ABOUT 38 YEARS,
R/AT NO. 11, KODOHALLI ROAD,
OPP. 4TH CROSS,
ULSOOR POST,
BANGALORE-560008.

8. SMT. DASAMMA,
AGED ABOUT 69 YEARS,
W/O LATE NARAYANA,
R/AT NO. 11, KODOHALLI ROAD,
OPP. 4TH CROSS,
ULSOOR POST,
BANGALORE-560008.

9. SMT. PADMA,
W/O LATE JAYARAM,
AGED ABOUT 66 YEARS,
R/AT NO. 11, KODOHALLI ROAD,
OPP. 4TH CROSS,
ULSOOR POST,
BANGALORE - 560008.

10. SMT. JAYAMMA,
W/O LATE SRINIVAS,
AGED ABOUT 65 YEARS,
R/AT NO. 11, KODOHALLI ROAD,
OPP. 4TH CROSS,
ULSOOR POST,
BANGALORE - 560008.

11. SRI GOVINDARAJU,
S/O LATE SRINIVAS,
AGED ABOUT 55 YEARS,
R/AT NO. 11, KODOHALLI ROAD,
OPP. 4TH CROSS,
ULSOOR POST,
BANGALORE - 560008.

12. SRI CHANDRA,
S/O LATE NARAYANAPPA,
AGED ABOUT 55 YEARS,
R/AT NO. 11, KODOHALLI ROAD,
OPP. 4TH CROSS,
ULSOOR POST,
BANGALORE-560008.

13. SRINIVAS N,
AGED ABOUT 44 YEARS,
S/O LATE NANJUNDAPPA,
R/AT NO. 135,
ESHVAR SHREYAS NILAY,
ALUR PARLLEL ROAD, MAKALI,
BANGALORE-562162.

14. N KRISHNAMURTHY,
AGED ABOUT 51 YEARS,
S/O LATE NANJUNDAPPA,
R/AT NO. 135, ESHVAR SHREYAS
NILAY, ALUR PARLLEL ROAD,
MAKALI, BANGALORE-562162.

15. SRI CHANDRA N,
AGED ABOUT 57 YEARS,
S/O LATE NANJUNDAPPA,
R/AT NO. 1074-B20, 2ND FLOOR,
BDA FLATS, 2ND STAGE,
AUSTIN TOWN,
BANGALORE-560047.

16. KUM. VARSHITHA D,
AGED ABOUT 21 YEARS,
D/O DEENDAYAL,
R/AT NO. 387/A, HENNUR CROSS,
CHIKKANNA PALYA,
KALYANA NAGARA,
BANGALORE-560043.

17. VASANTHAMMA N,
AGED ABOUT 62 YEARS,
W/O SRI CHANDRA BHOJARAJA,
R/AT NO.3/1, VENKATADRI NIVASA,
3RD CROSS, NEAR ADARSHA VIDYATAN,
MATHIKERE, BANGALORE-560054.

18. SMT. DHANALAKSHMI S,
AGED ABOUT 40 YEARS,

W/O A.M. MANJUNATHA,
R/AT NO. 499/1,
MAHESHWARAMMA
TEMPLE STREET, YELAHANKA,
BANGALORE-560064.

19. KUM. VIJAYALAKSHMI K.V.S,
AGED ABOUT 39 YEARS,
D/O LATE K V SHAMAIAH,
R/AT NO. 499/1, MAHESHWARAMMA,
TEMPLE STREET, YELAHANKA,
BANGALORE 560064.

20. SMT. PADMAVATHI S,
AGED ABOUT 37 YEARS,
W/O VISHWANATH M,
R/AT NO. 104/5, HAROHALLI
YELAHANKA,
BANGALORE 560064.

21. SHANTHA KUMAR,
AGED ABOUT 48 YEARS,
S/O LATE THIMMAPPA,
R/AT NO.54, SADASHIVANAGAR,
1ST MAIN ROAD,
BANGALORE 560003.

22. SACHIN VORA,
AGED ABOUT 52 YEARS,
S/O INDULAL VORA,
DESIGNATED PARTNER-
M/S VORA REALTY LLP,
HAVING HIS OFFICE AT NO. 237,
3RD FLOOR, RAJANI GANDHA,
GARDEN APARTMENTS,
NO. 21, VITTAL MALLYA ROAD,
BANGALORE 560001.

23. VORA REALTY LLP,
A LIMITED LIABILITY PARTNERSHIP

HAVING HIS OFFICE AT NO. 237,
3RD FLOOR, RAJANI GANDHA,
GARDEN APARTMENTS,
NO. 21, VITTAL MALLYA ROAD,
BANGALORE 560001,
REP. BY ITS DESIGNATED PARTNER,
SACHIN VORA.

24. SMT. ASHA S,
AGED ABOUT 37 YEARS,
W/O SRINIVAS N,
R/AT NO. 17, 5TH MAIN,
ANDANAPPA EXTENSION,
KAMAKSHIPALYA,
BANGALORE 560079.

25. SRI N SRIDHAR,
AGED ABOUT 45 YEARS,
S/O NARAYANA,
R/AT NO. 24/49, 5TH CROSS,
WILSON GARDEN,
BANGALORE-560027.

26. SRI NANDISHA,
AGED ABOUT 43 YEARS,
S/O NARAYANA,
R/AT NO. 24/49, 5TH CROSS,
WILSON GARDEN,
BANGALORE-560027.

27. SMT. VEDAVATHI,
AGED ABOUT 47 YEARS,
D/O NARAYANA,
R/AT NO. 24/49, 5TH CROSS,
WILSON GARDEN,
BANGALORE-560027.

28. SRI S JEEVAN,
S/O LATE SRINIVAS,
AGED ABOUT 42 YEARS,

R/AT NO. 11,
KODIHALLI MAIN RAOD,
4TH CROSS, ULSOOR POST,
BANGALORE-560008.

29. SRI NIKHIL KUMAR R,
AGED ABOUT 24 YEARS,
S/O RAVI KUMAR,
R/AT NO. 10,
RAMYA APARTMENTS,
JEEVANVBHEEMA NAGAR,
BANGALORE-560075.

30. SHANTHA SRI HARSHA,
S/O LATE LAKSHMIPATHY,
AGED ABOUT 30 YEARS,
R/O NO. 1458, 3RD CROSS,
2ND PHASE, CHANDRA LAYOUT,
VIJAYANAGAR,
BANGALORE - 560 040.

…RESPONDENTS

(BY SRI R SWAROOP ANAND, ADVOCATE FOR C/R21 to R23;
NOTICE TO R-5 IS NOT NECESSARY, V/O DT: 18.9.2026)

THIS MFA IS FILED U/O 43 RULE 1(r) R/W SECTION 151 OF CPC, AGAINST THE ORDER DATED 14.10.2024 PASSED ON I.A.NO.1 IN OS.NO.5250/2024 ON THE FILE OF THE III ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, BENGALURU CCH-25, DISMISSING THE IA. FILED UNDER ORDER 39 RULE 1 AND 2 R/W SECTION 151 OF CPC.

THIS APPEAL, COMING ON FOR ADMISSION, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE PRADEEP SINGH YERUR

ORAL JUDGMENT

This appeal is preferred by the appellant, who is the plaintiff before the trial Court, seeking to set aside the impugned order dated 14.10.2024 passed on interlocutory application in O.S.No.5250/2024 by the III Additional City Civil & Sessions Judge, Bengaluru.

2. The respondents are the defendants before the trial Court. The respondent Nos.21 to 23 are the contesting respondents-defendants and the other defendants have not contested the application, which is impugned herein. Therefore, the grievance is only as against respondent Nos.21 to 23 and the relief though sought against all the defendants, it would be only as against defendants Nos.21 to 23 as they are the subsequent purchasers of the property in question.

3. Parties shall be referred to as plaintiff and defendants, for the sake of brevity.

4. A suit came to be filed by the plaintiff against the defendants seeking the following reliefs:

> *"A. for a declaration declaring that the sale deed dated 12.05.2022 executed by the defendants 1 to 12 in favour of defendant No.21 & 22 in respect of the suit schedule A property as not binding on the plaintiff.*
>
> *B. For a permanent injunction restraining the Defendants, their men, their agents, their representatives or any person or persons acting under or through them from alienating, encumbering or creating any charge on the Suit Schedule B property.*
>
> *C. Costs of the suit; and*
>
> *D. Grant such other relief or reliefs as this Hon'ble Court deems fit under the facts and circumstances of the case in the interest of justice and equity."*

4.1. Along with the suit, an application came to be filed under Order 39 Rule 1 and 2 of CPC by the plaintiff seeking for an order of temporary injunction restraining the defendants from alienating, encumbering or creating any charge over the

suit schedule 'B' property, which is a portion of suit schedule 'A' property.

4.2. The application was contested by defendant Nos.21 to 23 by filing detailed objections. However, the other defendants did not contest the application.

4.3. Upon hearing learned counsel for the plaintiff and learned counsel for defendant Nos.21 to 23, the trial Court rejected the application-I.A. filed under Order 39 Rule 1 and 2 read with Section 151 CPC. Aggrieved by which, the appellant-plaintiff is before this Court.

5. It is the vehement contention of learned counsel Ms. Sangeetha.C.K., for the appellant-plaintiff that the impugned order passed by the trial Court is perverse, illegal and arbitrary and the same deserves to be set aside. She contends that the trial Court has not appreciated the material facts available on record so also date of the agreement of sale, date of the sale deed and the date of the confirmation deed said to have been executed by respondent No.5-defendant No.5 in favour of defendant Nos.21 to 23. It is also contended by

learned counsel for the plaintiff that the trial Court has committed a serious infirmity and error in arriving at a conclusion that the confirmation deed dated 14.10.2022 executed by defendant No.5 in favour of defendant Nos.21 to 23 is prior to execution of the agreement of sale executed by defendant No.5 in favour of the plaintiff which is dated 17.06.2022 and the same is exfacie incorrect. She further contends that the confirmation deed is dated 14.10.2022, whereas the agreement of sale executed by defendant No.5 in favour of the plaintiff is dated 17.06.2022. Apparently, she contends that the trial Court has misdirected itself in coming to a wrong conclusion of the date of the agreement of sale with the plaintiff by defendant No.5 of 17.06.2022 and the confirmation deed which is later on 14.10.2022 and therefore, the impugned order passed is illegal, perverse and arbitrary.

5.1. It is also contended by learned counsel that defendant No.5 has not executed any sale deed in favour of defendant Nos.21 to 23 and therefore, the question of confirmation deed to be relevant or binding would not arise and hence, the trial Court has committed an error in rejecting the

application of the plaintiff for grant of temporary injunction without following the essential principles. On these grounds, she seeks to allow the appeal and set aside the impugned order.

6. *Per contra*, learned counsel Sri. R.Swaroop Anand appearing for the caveator/defendant Nos.21 to 23 vehemently contends that there is no illegality or perversity in the impugned order passed by the trial Court on the application filed by the plaintiff under Order 39 Rule 1 and 2 of CPC. It is contended by learned counsel that there is no dispute with regard to the suit 'A' and 'B' schedule property being the absolute ownership of defendant Nos.1 to 12 and subsequently, several agreements of sale entered into by the owners in favour of defendant Nos.21 to 23 and a sale deed has been executed in favour of defendant Nos.21 to 23 on 12.05.2022 by the erstwhile owners of the suit schedule property and subsequently, a confirmation deed is executed on 14.10.2022, whereby defendant No.5, who is the vendor of the plaintiff, has affirmed the agreement of sale and confirmed the same through the confirmation deed dated 14.10.2022 by affirming

the sale agreement and the confirmation of the sale deed in favour of defendant Nos.21 to 23. It is also contended that in pursuance to the agreement of sale, the sale deed and the confirmation deed, defendant Nos.21 to 23 are in peaceful possession and enjoyment of the suit schedule property, and therefore the trial Court, having come to the conclusion that the plaintiff has not made out a prima facie case for grant of any temporary injunction so also the balance of convenience and irreparable injury and hardship would not be caused to the plaintiff and rather it would cause more hardship and inconvenience to the defendant, dismissed the application filed by the plaintiff for grant of temporary injunction.

6.1. Learned counsel further contends that there is no case made out by the plaintiff even in the main prayer as the prayer sought by the plaintiff is for declaration of the sale deed dated 12.05.2022 executed by defendant Nos.1 to 12 in favour of defendant Nos.21 to 23 in respect of suit 'A' schedule property and for injunction. He also contends that the plaintiff has not sought for any cancellation of the confirmation deed or for that matter, the agreement of sale executed by defendant

No.5 in favour of defendant Nos.21 to 23. Therefore, he contends that the suit itself is not maintainable and the trial Court has rightly rejected the application which does not call for interference.

6.2. It is also the contention of learned counsel that the plaintiff has not filed any suit against defendant No.5 seeking enforcement or specific performance of the agreement of alleged sale dated 17.06.2022. Hence seeks to dismiss the appeal.

7. I have heard learned counsel for the appellant-plaintiff and learned counsel for the caveator/respondent Nos.21 to 23.

8. The points that arise for consideration before this Court are:

1. *Whether the appellant-plaintiff has made out any valid ground for interference in the impugned order passed by the trial Court?*

2. *What order?*

9. Apparently, there is no dispute to the fact that originally the suit schedule property belonged to defendant Nos.1 to 12, who are the absolute owners. The property was agreed to be sold to defendant Nos.21 to 23 by virtue of agreement of sale by the erstwhile owners i.e., defendant Nos.1 to 12 and so also defendant No.5 has executed an agreement of sale in favour of defendant Nos.21 to 23. It is also seen that an agreement of sale is entered into by defendant No.5 in favour of the appellant-plaintiff on 17.06.2022. This being the facts of the case, in pursuance to this agreements of sale, a sale deed is executed on 12.05.2022 by the erstwhile owners i.e., defendant Nos.13, 15, 16 and 18 to 20 in favour of defendant Nos.21 to 23. Subsequently, after the confirmation deed was executed on 14.10.2022 by defendant Nos.1, 5 to 9 and 25 to 29 in favour of defendant Nos.21 to 23, the other defendants have also confirmed the sale in favour of defendant Nos.21 to 23 including the vendor of the plaintiff who is defendant No.5. These are facts which are not disputed.

10. Now the plaintiff has filed the suit against the defendants for the relief as mentioned herein above seeking for declaration of the sale deed dated 12.05.2022 to be not binding on the plaintiff. However, the plaintiff has not sought any relief as against the confirmation deed and so also the agreement of sale executed by the vendor of the plaintiff in favour of the defendants.

11. In the suit, an application is filed by the plaintiff seeking for an order of temporary injunction restraining the defendants from alienating, encumbering, creating and changing the nature of the suit schedule 'B' property, as the plaintiff claims that she is the agreement holder from defendant No.5 to an extent of 5,400 sq.ft. in the 'B' schedule property, which is the portion of 'A' schedule property.

12. When an application is filed under Order 39 Rule 1 and 2 of CPC, the trial Court is required to see three essential requirements namely prima facie case, balance of convenience and irreparable hardship that would be caused to which of the party.

13. In the present case on hand, the plaintiff is making a claim based on an agreement of sale dated 17.06.2022 executed by defendant No.5 in her favour. Whereas subsequently, it appears there is a confirmation deed executed by defendant No.5 in favour of defendant Nos.21 to 23, preceding which there is an agreement of sale entered into by defendant No.5 in favour of defendant Nos.21 to 23. Along with 'B' schedule property, 'A' schedule property was also sold by other defendants, who are owners of entire extent of 'A' schedule property, to defendants Nos.21 to 23. One by virtue of a registered sale deed and another by virtue of a confirmation deed confirming the agreement of sale and the sale deed. Therefore, the trial Court is required to see as to whether the plaintiff has made out a prima facie case to go in for trial and if she has made out such a case, whether balance of convenience and irreparable injury and hardship would be caused more to the plaintiff rather than defendant Nos.21 to 23 in grant of temporary injunction.

14. Apparently, there is no dispute with regard to the sale deed in favour of defendant Nos.21 to 23, the confirmation deed and the agreement of sale by the other defendants as well as defendant No.5, who is a vendor of the plaintiff.

15. It is apparently evident that the prima facie case is not made out by the plaintiff for grant of temporary injunction as defendant Nos.21 to 23 have secured title by way of a registered sale deed and also by way of a confirmation deed executed by the erstwhile owners and also the vendor of plaintiff, who is defendant No.5. It is also not the case of the plaintiff that the plaintiff is in possession and enjoyment of 'B' schedule property. Therefore, the trial Court did not find favour with the plaintiff for grant of interim order of temporary injunction and found prima facie case having not been made out, the balance of convenience and irreparable injury would not be caused to the plaintiff, but it would rather cause to the defendants in case of grant of interim order of temporary injunction against defendant Nos.21 to 23. Under the circumstances, the trial Court negatived granting of an interim order in favour of the plaintiff.

16. I do not find any illegality or perversity in the impugned order passed by the learned trial Judge. It is apparently clear that the plaintiff would have to make out a prima facie case for grant of temporary injunction and even if the plaintiff is able to establish a prima facie case, the other two essential ingredients would have to be fulfilled and satisfied for grant of an order of temporary injunction, which is not satisfactorily established by the plaintiff. Despite all these aspects, this Court will have to see whether there is any perversity committed by the trial Court for interference in the impugned order.

17. As held by the Hon'ble Apex Court in the case of ***Wander Ltd. and anr. vs. Antox India P. Ltd.,***[1] particularly in paragraph Nos.9 and 14, which is confirmed by the Hon'ble Apex Court in the case of ***Ramakant Ambalal Choksi v. Harish Ambalal Choksi***[2], this Court need not interfere even if it were to come to a different opinion than what is expressed by the trial Court and I do not find the trial Court having

[1] 1990 SCC (Supp) 727
[2] (2024) 11 SCC 351

committed any perversity for this Court to arrive at a different opinion.

18. The Hon'ble Apex Court in the case of ***Wander Ltd.*** (surpa) in paragraph Nos.9 and 14 held as under:

> ***"9.*** *Usually, the prayer for grant of an interlocutory injunction is at a stage when the existence of the legal right asserted by the plaintiff and its alleged violation are both contested and uncertain and remain uncertain till they are established at the trial on evidence. The court, at this stage, acts on certain well settled principles of administration of this form of interlocutory remedy which is both temporary and discretionary. The object of the interlocutory injunction, it is stated*
>
> > *"...is to protect the plaintiff against injury by violation of his rights for which he could not adequately be compensated in damages recoverable in the action if the uncertainty were resolved in his favour at the trial. The need for such protection must be weighed against the corresponding need of the defendant to be protected against injury resulting from his having been prevented from exercising his own legal rights for which he*

could not be adequately compensated. The court must weigh one need against another and determine where the 'balance of convenience' lies."

The interlocutory remedy is intended to preserve in status quo, the rights of parties which may appear on a prima facie case. The court also, in restraining a defendant from exercising what he considers his legal right but what the plaintiff would like to be prevented, puts into the scales, as a relevant consideration whether the defendant has yet to commence his enterprise or whether he has already been doing so in which latter case considerations somewhat different from those that apply to a case where the defendant is yet to commence his enterprise, are attracted.

14. *The appeals before the Division Bench were against the exercise of discretion by the Single Judge. In such appeals, the appellate court will not interfere with the exercise of discretion of the court of first instance and substitute its own discretion except where the discretion has been shown to have been exercised arbitrarily, or capriciously or perversely or where the court had ignored the settled principles of law regulating grant or refusal of interlocutory injunctions. An appeal against exercise*

of discretion is said to be an appeal on principle. Appellate court will not reassess the material and seek to reach a conclusion different from the one reached by the court below if the one reached by that court was reasonably possible on the material. The appellate court would normally not be justified in interfering with the exercise of discretion under appeal solely on the ground that if it had considered the matter at the trial stage it would have come to a contrary conclusion. If the discretion has been exercised by the trial court reasonably and in a judicial manner the fact that the appellate court would have taken a different view may not justify interference with the trial court's exercise of discretion. After referring to these principles Gajendragadkar, J. in Printers (Mysore) Private Ltd. v. Pothan Joseph [(1960) 3 SCR 713 : AIR 1960 SC 1156] : (SCR 721)

> *"... These principles are well established, but as has been observed by Viscount Simon in Charles Osenton & Co. v. Jhanaton [1942 AC 130] '...the law as to the reversal by a court of appeal of an order made by a judge below in the exercise of his discretion is well established, and any difficulty that arises is due*

only to the application of well settled principles in an individual case'."

The appellate judgment does not seem to defer to this principle."

19. The Hon'ble Apex Court in the case of ***Ramakant Ambalal Choksi*** (surpa) in paragraph No.34 held as under:

"34. The burden is on the plaintiff, by evidence aliunde by affidavit or otherwise, to prove that there is "a prima facie case" in his favour which needs adjudication at the trial. The existence of the prima facie right and infraction of the enjoyment of his property or the right is a condition precedent for the grant of temporary injunction. Prima facie case is not to be confused with prima facie title which has to be established on evidence at the trial. Only prima facie case is a substantial question raised, bona fide, which needs investigation and a decision on merits. Satisfaction that there is a prima facie case by itself is not sufficient to grant injunction. The Court further has to satisfy that non- interference by the court would result in "irreparable injury" to the party seeking relief and that there is no other remedy available to the party except one to grant injunction and he needs protection from the consequences of apprehended injury or dispossession. Irreparable

injury, however, does not mean that there must be no physical possibility of repairing the injury, but means only that the injury must be a material one, namely one that cannot be adequately compensated by way of damages. The third condition also is that "the balance of convenience" must be in favour of granting injunction. The Court while granting or refusing to grant injunction should exercise sound judicial discretion to find the amount of substantial mischief or injury which is likely to be caused to the parties, if the injunction is refused and compare it with that which is likely to be caused to the other side if the injunction is granted. If on weighing competing possibilities or probabilities of likelihood of injury and if the Court considers that pending the suit, the subject matter should be maintained in status quo, an injunction would be issued. Thus, the Court has to exercise its sound judicial discretion in granting or refusing the relief of ad interim injunction pending the suit. (See: Dalpat Kumar v. Prahlad Singh reported in (1992) 1 SCC 719.)"

20. Under the circumstances, I pass the following:

ORDER

i) This appeal is ***dismissed***.

ii) It is made clear that this Court has not expressed any opinion on the merits of the matter.

iii) All contentions of the parties are kept open.

Sd/-
(PRADEEP SINGH YERUR)
JUDGE

VM
List No.: 1 Sl No.: 30