



2026:DHC:1923

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IN THE HIGH COURT OF DELHI AT NEW DELHIReserved on: 27th February, 2026**Pronounced on: 9th March, 2026*+ **RC.REV. 297/2023**

PREETI GUPTA

.....Petitioner

Through: Mr. Mandeep Kumar Sharma, Adv.

versus

M/S BIKRAM TRADERS

.....Respondent

Through: Mr. Shubham Budhiraja, Adv.

+ **RC.REV. 299/2023**

PREETI GUPTA

.....Petitioner

Through: Mr. Mandeep Kumar Sharma, Adv.

versus

M/S EMKAY TRADERS

.....Respondent

Through: None.

+ **RC.REV. 300/2023**

PREETI GUPTA

.....Petitioner

Through: Mr. Mandeep Kumar Sharma, Adv.

versus

PRAKASH CHAND PERIWAL

.....Respondent

Through: Mr. Shubham Budhiraja, Adv.

CORAM:**HON'BLE MR. JUSTICE AMIT SHARMA**



AMIT SHARMA, J.

1. These petitions have been taken up for hearing and are being disposed of by way of present common judgment as the issue arisen in the impugned orders is same. The present petitions under Section 25B(8) of the Delhi Rent Control Act, 1958, (for short, 'DRCA') have been filed assailing the impugned orders of even date 27.03.2023 passed by learned CCJ-cum-ARC, Central, Tis Hazari Courts, Delhi, in eviction petitions filed on behalf of the petitioner-landlord against the respondents-tenants with respect to their respective tenanted premises which are stated to have been owned by the petitioner herein.

2. In the eviction petitions, it was stated by the petitioner that the erstwhile owner of the property was Smt. Raj Kumari Verma, who had executed GPA and Gift Deed in favour of her son, Ashok Kumar Verma *vide* document dated 16.08.1995. Thereafter, said Ashok Kumar Verma executed a Will dated 28.01.2005 along with other relevant documents in favour of Anil Gupta, husband of the petitioner. Ashok Kumar Verma passed away on 27.10.2021 and after his demise, Anil Gupta become absolute owner of the entire property situated and located at 3379-81, Hakim Bawa Street, Hauz Qazi, Delhi-110006, comprising of basement, ground floor, first floor, and second floor with terrace, where the tenanted premises are situated. Subsequent thereto, the subject property was gifted by Anil Gupta in favour of the petitioner, Preeti Gupta, by way of a registered Gift Deed dated 18.07.2022.



3. The subject eviction petitions were filed by the petitioner on the ground of *bonafide* requirement. It was stated that the family of the petitioner comprises of her two daughters, and petitioner herself, who is partially paralyzed and handicapped from left side. Husband of the petitioner, Anil Gupta, is stated to have passed away. It has been averred that the petitioner is running a business of Electrical Maintenance and Contractor work in Faridabad, Haryana, under the name and style of 'Preety Electricals'. The elder daughter of petitioner has completed "Aerospace Engineering" and younger daughter is an architect by profession and both of them are unmarried. Now, the petitioner wants to start her business in Delhi and her daughters want to start their respective professional work and in view of the same, she requires the entire premises and they have no other alternate suitable accommodation to meet their requirement.

4. *Vide* the impugned orders dated 27.03.2023, learned ARC, after hearing arguments on the maintainability of the case, had dismissed the eviction petitions under Section 14(1)(e) of the DRCA instituted by the petitioner against the respondents on the ground that same are not maintainable in view of the bar by law under Section 14(6) of the DRCA. Perusal of the impugned orders show that the contents of the same are similar. Thus, for completeness, the impugned order dated 27.03.2023 in **RC.REV. 297/2023** has been reproduced as under: -

"1. The matter is listed for arguments on the maintainability of the case.

2. Ld. Counsel for respondent has filed written submissions as well as judgment of Hon'ble Supreme Court of India titled as *V.N*



Sarin Vs. Major Ajit. Kumar Poplai and , Another (1966) 1 SCR 349 : AIR 1966 SC 432.

3. Submissions heard. Record perused.

4. The present case pertains to section 14(1)(e) r/w section 25-B of DRC Act for bonafide requirement of suit property bearing no. 3381/C, Hakim Baqa Street, Hauz Qazi, Delhi. The said property is stated to be in the possession of tenant /respondent. As per the averments, the premises was let out in the year 1993 and the rate of rent is Rs. 708/- per month.

5. It is averred that initially, the property was owned by Smt. Raj Kumari Verma who had executed GP A and Gift Deed in favour of her son namely Sh. Ashok Kumar Verma vide documents dated 16.08.1995. Subsequently, Sh. Ashok Kumar Verma had executed a Will dated 28.01.2005 alongwith other relevant documents in favour of Sh. Anil .. Gupta (husband of petitioner). Sh. Ashok Kumar Verma had expired on 27.10.2021 and thereafter, Sh. Anil Gupta became the absolute owner of built up of the property i.e. old built up property bearing no. 3379-81, Hakim Baqa Street, Hauz Qazi, Delhi-11 0006 which comprises of basement, ground floor, first floor and second floor with terrace. Then, on 18.07.2022, Sh. Anil Gupta executed registered gift deed of the said property in favour of his wife i.e. the petitioner who is now the absolute owner of the property. The present petition was filed on 06.12.2022.

6. The question which arises for consideration is as to whether the petitioner could maintain a petition for eviction in view of embargo as contained in section 14(6) of DRC Act.

7. Section 14(6) of DRC Act states that where a landlord has acquired any premises by transfer, no application for the recovery of possession of such premises shall lie under subsection (1), on the ground specified in clause (e) of the proviso thereto, unless a period of five years have elapsed from the date of the acquisition.

8. Section 14(6) of DRC Act was enacted to ensure that an owner, who cannot evict the tenant should not be allowed to transfer the property so that now owner can evict the tenant. New owner may be genuinely needing the premises for his bonafide needs but the Legislature thought that the mischief by transfer of property to a new owner is greater than the restriction placed on the new owner and a



five years ban was imposed on the new owner from evicting the tenant.

9. In the present case, as per averments, the petitioner became owner of the suit property by virtue of registered gift deed dated 18.07.2022. The present petition was filed on 06.12.2022 i.e. before the lapse of time period of five years specified in section 14(6) of DRC Act. Ld. Counsel for petitioner argued that the bar of section 14(6) of DRC Act applies when a stranger is introduced to the suit property whereas in the present case, the husband of the petitioner executed gift deed in favour of the petitioner which would not amount to transfer of property in terms of fresh acquisition. It is also argued by Ld. Counsel for petitioner that the husband of petitioner acquired interest in the suit property way back in the year 2005 when GP A, agreement to sell, possession letter, receipt and Will were executed by previous owner namely Sh. Ashok Kumar Verma.

10. The said contention of Ld. Counsel for petitioner is liable to be rejected. It is pertinent to note here that in the agreement to sell dated 28.01.2005 executed between Sh. Ashok Kumar Verma and Sh. Anil Gupta (husband of petitioner), it is mentioned that Sh. Anil Gupta is entitled to receive rent from the tenant and to recover possession of the said property from the tenant only after the death of Sh. Ashok Kumar Verma. Thus, it seems that Sh. Anil Gupta could not have exercised his right to recover rent or possession of the suit property /tenanted premises during the life time of Sh. Ashok Kumar Verma. Further, as per the averments, Sh. Ashok Kumar Verma died on 27.10.2021 whereafter Sh. Anil Gupta became owner of the suit property by virtue of Will dated 28.01.2005. Thereafter, Sh. Anil Gupta executed the gift deed of suit property dated 18.07.2022 in favour of the petitioner.

11. During the course of arguments, it was apprised to the court that the petitioner as well as her husband were not relatives of Sh. Ashok Kumar Verma and they were not having pre-existing right in the suit property/tenanted premises. That being the case, the present petition for eviction u/s 14 (1) (e) of DRC Act is not maintainable as bar of Section 14 (6) of the Act comes into play and present eviction petition is dismissed as barred by law. **File be consigned to Record Room after due compliance."**



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5. At this stage, it is pertinent to note that notice was issued in all the aforesaid petitions on 22.04.2024. Report with regard to the said notice shows that respondents in all the petitions have been served; however, in **RC.REV. 299/2023**, none has entered appearance on behalf of the said respondent.

6. Learned counsel for the petitioner-landlord submits that the latter is a widow. She is stated to be partially paralyzed and handicapped from left side and requires the tenanted premises on account of *bonafide* requirement for running the business of electrical maintenance in Delhi as also for the professional business of her daughters. It is submitted that title of the subject property wherein the tenanted premises are situated has devolved to her by way of a Gift Deed dated 18.07.2022 executed by her husband in her favour and the same would not fall within the meaning of 'transfer' as provided under Section 14(6) of the DRCA. It is further submitted that the husband of the petitioner was the lawful owner of the subject premises and the petitioner being his wife had legal right over the same as the ownership of the husband over the said property relates back to the Will dated 28.01.2005 by which the subject property was inherited by him from Ashok Kumar Verma. It is further submitted that such transfer by way of inheritance would not be barred under Section 14(6) as the same was enacted to curb the voluntary act of transfer by the landlords and not by inheritance. It is further submitted that even otherwise, the petitioner being legal representative and legal heir of her husband, Anil Gupta, could have filed or continued the eviction proceedings, if the same would have been instituted by him. Therefore, the bar under Section 14(6) for institution of eviction proceedings would not be applicable to the present case. Reliance has been placed on the judgment of Coordinate



Bench of this Court in **Hindustan Lever Ltd. v. Rajeshwari Pandey**¹, in support of the case of the petitioner.

7. *Per contra*, learned counsel for the respondents-tenants has submitted that the petitioner has received the entire property by way of a registered Gift Deed dated 18.07.2022 and this conveyance by virtue of its nature would come within the purview of ‘transfer’ under Section 14(6) of the DRCA. It is submitted that the husband of the petitioner had received the subject property by Will dated 28.01.2005 from Ashok Kumar Verma, who was not his relative. Reliance has been placed on the judgment of Hon’ble Supreme Court in **V.N. Sarin v. Major Ajit Kumar Poplai & Anr.**², in support of their case.

8. Heard learned counsels for the parties and perused the records.

9. Section 14(6) of the DRCA reads as under: -

“14. Protection of tenant against eviction.—

(6) Where a landlord has acquired any premises by transfer, no application for the recovery of possession of such premises shall lie under sub-section (1) on the ground specified in clause (e) of the proviso thereto, unless a period of five years have elapsed from the date of the acquisition.”

10. The Hon’ble Supreme Court in **V.N. Sarin (supra)**, while examining the legislative intent of provisions of Section 14(6) of the DRCA in case of

¹ 1998 SCC OnLine Del 594: (1998) 75 DLT 238

² 1965 SCC OnLine SC 301: AIR 1966 SC 432



landlord acquiring the property by way of a partition of undivided Hindu family property, had observed and held as under: -

“8. That takes us to Section 14(6). It provides that where a landlord has acquired any premises by transfer, no application for the recovery of possession of such premises shall lie under sub-section (1) on the ground specified in clause (e) of the proviso thereto, unless a period of five years has elapsed from the date of the acquisition. It is obvious that if this clause applies to the claim made by Respondent 1 for evicting the appellant, his application would be barred, because a period of five years had not elapsed from the date of the acquisition when the present application was made. The High Court has, however, held that where property originally belonging to an undivided Hindu family is allotted to the share of one of the coparceners as a result of partition, it cannot be said that the said property has been acquired by such person by transfer; and so, Section 14(6) cannot be invoked by the appellant. The question which we have to decide in the present appeal is whether this view of the High Court is right.

9. Before construing Section 14(6), it may be permissible to enquire what may be the policy underlying the section and the object intended to be achieved by it. **It seems plain that the object which this provision is intended to achieve is to prevent transfers by landlords as a device to enable the purchasers to evict the tenants from the premises let out to them.** If a landlord was unable to make out a case for evicting his tenant under Section 14(1)(e), it was not unlikely that he may think of transferring the premises to a purchaser who would be able to make out such a case on his own behalf; and the legislature thought that if such a course was allowed to be adopted, it would defeat the purpose of Section 14(1). **In other words, where the right to evict a tenant could not be claimed by a landlord under Section 14(1)(e), the legislature thought that the landlord should not be permitted to create such a right by adopting the device of transferring the premises to a purchaser who may be able to prove his own individual case under Section 14(1)(e).** It is possible that this provision may, in some cases, work hardship, because if a transfer is made by a landlord who could have proved his case under Section 14(1)(e), the transferee would be precluded from making a claim for the eviction of the tenant within five years even though he, in his turn, would also have proved his case under Section 14(1)(e). Apparently the legislature thought that the possible mischief which may be caused to the tenants by transfers made by landlords to



circumvent the provisions of Section 14(1)(e) required that an unqualified and absolute provision should be made as prescribed by Section 14(6). That, in our opinion, appears to be the object intended to be achieved by this provision and the policy underlying it.

13. In dealing with the present appeal, we propose to confine our decision to the narrow question which arises before us and that relates to the construction of Section 14(6). **What Section 14(6) provides is that the purchaser should acquire the premises by transfer and that necessarily assumes that the title to the property which the purchaser acquires by transfer did not vest in him prior to such transfer. Having regard to the object intended to be achieved by this provision, we are not inclined to hold that a person who acquired property by partition can fall within the scope of its provision even though the property which he acquired by partition did in a sense belong to him before such transfer.** Where a property belongs to an undivided Hindu family and on partition it falls to the share of one of the coparceners of the family, there is no doubt a change of the landlord of the said premises, but the said change is not of the same character as the change which is effected by transfer of premises to which Section 14(6) refers. **In regard to cases falling under Section 14(6), a person who had no title to the premises and in that sense, was a stranger, becomes a landlord by virtue of the transfer.** In regard to a partition, the position is entirely different. When the appellant was inducted into the premises, the premises belonged to the undivided Hindu family consisting of Respondent 1, his father and his brother. After partition, instead of the undivided Hindu family, Respondent 1 alone had become landlord of the premises, We are satisfied that it would be unreasonable to hold that allotment of one parcel of property belonging to an undivided Hindu family to an individual coparcener as a result of partition is an acquisition of the said property by transfer by the said coparcener within the meaning of Section 14(6). In our opinion, the High Court was right in coming to the conclusion that Section 14(6) did not create a bar against the institution of the application by Respondent 1 for evicting the appellant.”



11. In Ashok Kumar & Anr. v. Ram Avtar Gupta³, learned Single Judge of this Court, while dealing with situation where the eviction petition was filed by landlord on the basis of a relinquishment deed of a share in the shop in tenancy to the exclusive use of the landlord/petitioner, which did not come in his share on demise of their father, had observed and held as under: -

“14. Once the father of the respondent/landlord under his Will bequeathed separate portions of his property to the respondent/landlord and his brother, the respondent/landlord and his brother, on demise of their father, became exclusive owners of the respective portions bequeathed to them and would not in law be joint owners of the entire property. Such separate property could be transferred to the other or to any other person, only by sale or gift and both of which would be “transfer” within the meaning of Section 14(6) supra.

15. Undoubtedly acquiring property by inheritance, even if under a Will, does not fall within the meaning of “transfer” in Section 14(6) but the respondent/landlord, owing to the Will pleaded of the father, did not inherit the shop in the tenancy of petitioner/tenants.

16. Though the respondent/landlord in the petition for eviction as well as in the relinquishment deed, has described himself and his brother as „co-owners“, but once separate portions of the property had been willed to them, it cannot be said that the respondent/landlord had any share in the portion bequeathed to his brother and vice versa.

17. I may mention, a relinquishment deed on a stamp paper of Rs.100/- can be executed and registered only when both parties have a share in the same property and when share of one is being surrendered and other being enlarged. That, as aforesaid, is not the case. The respondent/landlord, on demise of the father, did not acquire any share in the shop in tenancy of petitioners/tenants, for the same to be enlarged to exclusive share by his brother surrendering his share in favour of the respondent / landlord. Even otherwise, when the true character of the deed, though titled as a Deed of Release or Relinquishment, is of transfer or conveyance of the property in favour of one who prior thereto had no share in the property conveyed, it would amount to a transfer /

³ 2017 SCC Online Del 9150: (2018) 2 RCR (Rent) 198



conveyance notwithstanding the nomenclature given thereto. Reference in this regard may be made to Kuppaswamy Chettiar Vs. A.S.P.A. Arumugam Chettiar AIR 1967 SC 1395. Reference may also be made to Srichand Badlani Vs. Govt. of N.C.T. of Delhi 2013 SCC Online Del 5128.

18. The respondent/landlord as per his own admission did not become owner/landlord of the shop in tenancy of the petitioners/tenants on the death of his father but became so only on execution of relinquishment deed on 25th July, 2014.

19. In view of the aforesaid admitted position, the respondent/landlord cannot file a petition for eviction under Section 14(1)(e) of the Act till expiry of five years from 25th July, 2014.

20. The purport of Section of Section 14(6) is to prevent abuse of Section 14(1)(e), by owners/landlords to whom ground of eviction under Section 14(1)(e) is not available, transferring their properties in favour of persons who can invoke the same. **The possibility of the brother of respondent/landlord transferring shop in tenancy of petitioners/tenants to the respondent/landlord, being unable to invoke Section 14(1)(e) himself, cannot be ruled out.”**

(emphasis supplied)

12. In an order passed by learned Single Judge of this Court in **Ajay Kumar Gupta v. Prakash Chand Gupta & Ors.**⁴, in similar circumstances as in the present case while dealing with the case of the landlord who had acquired the property, by way of a gift deed, had observed and held as under:

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“8. The aforesaid reflects that the subject premises fell into the hands of the landlords after members of the same family initiated certain steps *inter se* themselves. Also, that they all had been/ were co-owners of the subject premises at some point of time. Thus, the said steps were of a

⁴ In RC Rev. 397/2024 order dated 02.12.2025



nature akin to a family settlement. The learned ARC has rendered his findings proceeding on the said basis, and in line with the law laid down by the Hon'ble Supreme Court in *V. N. Sarin vs. Major Ajit Kumar Poplai* 1966 SCR (1) 349 on the scope and intent of Section 14(6) of the DRC Act.

9. This Court is in complete agreement with the aforesaid findings of the learned ARC. In the considered opinion of this Court, the bar under Section 14(6) of the DRC Act comes into play only when "... ...a landlord *has acquired* any premises by transfer... ...", and where, in the present case, the landlords were not rank outsiders/ third parties, were, admittedly, owners of the subject premise before through lineage, and all subsequent documents were executed inter se members of the same family, it cannot be held that there was an acquisition by transfer as envisaged in Section 14(6) of the DRC Act. Even otherwise, the tenant was unable to show as to how the said Gift Deed dated 24.12.2021 would come under the ambit of the bar under Section 14(6) of the DRC Act. This gives no reason for this Court to disagree with the findings rendered by the learned ARC qua the above."

13. Similarly, in *Dr. R.C. Sakhuja & Ors. v. R.P. Kholi & Anr.*⁵, it was observed and held that the devolution of property in the normal way by succession, whether testamentary or non-testamentary, was not intended to be covered by the expression "acquired ... by transfer" within the meaning of Section 14(6) of the DRCA. The relevant portion of the said judgment reads thus: -

"3. In this Court, the main argument pressed by Shri Avadh Behari on behalf of the appellants is that a will is a transfer and, Therefore, is covered by section 14(6) of the Act, I am wholly unable to sustain this submission. A will really means the legal declaration of the intention of a testator with respect to his property which he desires to be carried into effect after his death. It regulates the devolution of property of the testator on his death. It is in my opinion not a transfer as is contemplated by Section 14(6). This sub-section appears to me to have been placed on

⁵ S.A.O. No.82 of 1968 decided *vide* judgment dated 25.07.1969: 1970 Rent Control Reporter 44



the statute-book with the object of discouraging or making ineffective mala fide transfer of premises for the purpose of evicting tenants on the ground specified in clause (e) of the proviso to subsection (1) of section 14. It is for this purpose that a transferee from a landlord is debarred from maintaining an application for ejectment for the period specified in sub- section (6). The devolution of property in the normal way by succession, whether testamentary or non-testamentary, is in my opinion, not intended to be covered by the expression "acquired... by transfer", as used in the sub-section in question. The decision of the Andhra Pradesh High Court in Ollala Ambiah Vs. Avdhnula Mallanna in my opinion, does not help us in construing the word "transfer" as used in section 14(6) of the Act. In this connection, it may be remembered that the purpose and object of a legislative enactment has always to be looked at for guiding the meaning of the words used therein, when those words are capable of both narrow and wide meaning. It is true that the decision of the Punjab High Court in V.N.Sarin Vs. A.K.Poplai and the judgment of the Supreme Court on appeal in the same case reported as V.N.Sarin Vs. A.K.Poplai cited on behalf of the respondents, does not directly deal with the case of a will, as it is concerned with the partition of joint Hindu family, but the devolution of property by operation of law, such as on death cannot in my opinion be assumed to have been intended the Parliament to be covered by the word "transfer" as used in the sub-section in question. It was the mischief sought to be done to the tenants by the landlords by utilising by transfer involves some other person better circumstanced for the purpose of evicting the tenant, which was intended to be remedied Bald literal meaning, divorced from the purpose, object and scheme of the statutory provision, is likely to be misleading in the present case. **The intention of the Legislature is best gathered by construing the word "transfer" in the background of the legislative purpose. No persuasive argument of any cogency has been addressed at the Bar to persuade me to hold that devolution of property by a will could have been intended by the Parliament to fall within the purview of section 14(6).** No principle has been relied upon in support of the appellants' submission and of course no precedent has been cited. The argument is, therefore, repelled."

(emphasis supplied)

14. In view of the legislative intention as explained by the Hon'ble Supreme Court in **V.N. Sarin** (*supra*) and other judgments/orders passed by



learned Benches of this Court, the ‘Gift Deed’ in favour of the petitioner by her late husband, in the considered opinion of this Court would not be covered within the meaning of expression “transfer” as used in Section 14(6) of the DRCA.

15. In the present case, admittedly the petitioner herein acquired the property by way of a registered gift deed dated 18.07.2022 from her husband. It is also a matter of record that the petitioner has two daughters. Petitioner and her daughters are Class I legal heirs of deceased Anil Gupta, husband of the petitioner. In these circumstances, the petitioner cannot be considered as a person, who would have no title to the premises and was a complete stranger to the property as held by Hon’ble Supreme Court in **V.N. Sarin** (*supra*).

16. Learned counsel for the respondent had argued that the petitioner is, in fact, a stranger inasmuch as the subject premises were acquired by her husband from Ashok Kumar Verma, who was not supposedly the owner of the property. At this stage, it is pertinent to note that this issue has not been dealt with by learned ARC and the petition was dismissed only on the ground that the same is not maintainable in view of the bar by law under Section 14(6) of the DRC Act. Thus, this Court will only examine the issue arising in these petitions from the said aspect.

17. The registered Gift Deed was executed on 18.07.2022 by the husband of the petitioner and the present eviction petitions were filed by the petitioner on her husband’s demise on 30.11.2022, after a period of 3 years. It is not the case of the respondents, at this stage, that the husband of the petitioner could not have filed the petition and therefore, by way of a gift deed, the right to file



the present petition was assigned to the petitioner herein. Even otherwise, had there been no gift deed and the husband of the petitioner would have died intestate or by leaving a Will in favour of the petitioner then, by way of inheritance, there was already a right subsisting in the property, and therefore, the petitioner cannot be considered to be a stranger, insofar as the title of the property is concerned.

18. In the peculiar facts and circumstances of the present case, although the subject property was acquired by the petitioner by way of a gift deed executed by her husband, the fact that she has vested legal right as a Class I heir of her husband even prior to the execution of the said 'Gift Deed' cannot be denied/disputed.

19. In the considered opinion of this Court, provisions of Section 14(6) of the DRCA, keeping in mind the legislative intent, would not bring within its purview the acquiring of subject property by the petitioner by way of 'Gift Deed'.

20. In view of the aforesaid discussion, the impugned order(s) dated 27.03.2023 is set aside. The present petitions are restored and remanded back to the learned CCJ-cum-ARC, Central, Tis Hazari Courts, Delhi, for deciding the same afresh after hearing the contentions raised on behalf of the parties in accordance with law.

21. The present petitions are allowed and disposed of accordingly.

22. Pending applications, if any, also stand disposed of accordingly.



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23. Copy of the judgment be sent to the concerned learned CCJ-cum-ARC, Central, Tis Hazari Courts, Delhi, for necessary information and compliance.
24. Judgment be uploaded on the website of this Court, *forthwith*.

AMIT SHARMA
(JUDGE)

MARCH 09, 2026/nk/ns