

DELHI HIGH COURT

Dalijit Singh Madan

Vs.

Surinder Kumar,

S.A.O. No. 266 of 1979 and S.A.O. No. 267-268 of 1979

(Avadh Behri Rohtagi, J.)

30.11.1983

JUDGMENT

Avadh Behari Rohtage, J.

1. Approximately 9 out of 10 appeals which come to this court are concerned with dispute about the correct construction of Acts of Parliament. These three appeals are concerned with the correct construction of Section 149(1)(i)(k) read with sub-section (11) of the Delhi Rent Control Act 1958 (the Act). In particular it is concerned with the exact parameter of sub-section (11).

The Facts

2. The appellant landlord has sought ejection of his three tenants on the ground that the premises were let for residence and that contrary to the conditions of the lease of the land granted to him by the President of India the premises are being used for a commercial purpose. Three separate petitions were filed against the three tenants in 1973. The Additional Controller by order dated 21.1.1978 passed orders of eviction against all three of them under section 14(1)(k) of the Act. He called upon them to stop the commercial use of the premises within a period of 2 months. If they failed to stop the misuse they were ordered to be evicted. The Additional Controller found as a fact that the premises had been let for residential purpose that the tenants were using them for commercial purpose. This he found contrary to the terms of the lease granted by the President of India to the landlord wherein the prescribed use of the premises was residential only.

3. The tenants appealed to the Rent Control Tribunal. The Tribunal partly allowed these appeals and directed the tenants to deposit the misuse charges or

stop using the premises for commercial purpose. If this is not done then the tenants were ordered to be evicted. But if they paid the misuse charges demanded by the Land and Development Officer on behalf of the President of India then the tenants were not to be evicted. The Tribunal then provided in its order that in case the L & DO, decides not to condone the misuse then in that case the landlord shall inform the tenants about such decision of the L & DO and the tenants will in that case stop misuse of the premises within a period of one month from the date of communication. In case of their failure to do so eviction order on the ground covered by clause (k) shall be deemed to have been passed against the defaulting tenants.

4. So the tenants were allowed to continue commercial use of the premises on condition that they pay the misuse charges till such time as the L & DO was agreeable and if he decides not to condone the breach in future then either the tenants will stop the misuse or vacate. This was the sum and substance of the order. The Tribunal found as a fact that the premises were originally let by the landlord for commercial purpose and that these tenants are carrying on their business in three separate rooms let to them on different dates in 1957, 1959 and 1968. From the order of the Tribunal the landlord has brought these three appeals.

5. Before I notice the arguments it is necessary to read the terms of the lease of which the landlord is complaining breach. The President of India as the lesser granted lease to the present landlord of premises bearing No. 7/16, West Patel Nagar, New Delhi. An indenture of lease was executed on 16.2.1961 between the President of India and the present landlord. The lease recites that actually the lease was granted on 28.4.1951 for a period of 99 years. The relevant clauses of the lease with we are directly concerned in this case are the following:

"1. The Lessee doth to the intent that the burden of the covenants may run with the said land and may bind any permitted assignee thereof hereby covenant with lessor as follows :

x x x x

(vii) not to use the said land and building for any purpose other than the purpose of residence without the previous consent in writing of the Lessor or an officer appointed by him in his behalf (provided that the lease shall become void if the

land is used for any purpose other than that for which the lease is granted not being a purpose subsequently approved by the Lessor);

.....

II.

if the Lessee shall not observe and perform any of the covenants hereinbefore contained the Lessor may notwithstanding waiver of any previous breach of right of re-entry cancel the "lease and take possession of this land and the building and the fixtures that may then be thereon....."

6. Two facts undisputed in this case. One that the lease is for a residential purpose. The other that the premises are being used for a commercial purpose. In fact there is finding of the Tribunal that they were let for a commercial purpose. This finding is binding in the second appeal. The landlord brought the eviction petition on the ground of clause (k) of section 14(1) of the Act. That clause says:

"That the tenant has, notwithstanding previous notice, used or dealt with the premises in a manner contrary to any condition imposed on the landlord by the Government or the Delhi Development Authority or the Municipal Corporation of Delhi while giving him a lease of the land on which the premises are situated."

7. On the applicability of clause (k) there is no dispute between the parties. The landlord gave notice to the tenants in each case asking them to stop misuse of the premises. It is also not disputed that the condition imposed on the landlord by the Government is that the premises shall be used only for a residential purpose. The tenants are admittedly using premises for a commercial purpose. That this is contrary to the condition imposed on the landlord by the Government is also not in dispute. While the landlord relies strongly on clause (K), the tenants rely on sub-section (11) Sub-section (11) says:

"(11) No order for the recovery of possession of any premises shall be made on the ground specified in clause (k) of the proviso to sub-section (11), if the tenant within such times as may be specified in this behalf by the Controller, couples with the condition imposed on the landlord by any of the authorities referred to in that clause or pays to that authority such amount by way of compensation as the Controller may direct."

8. Both the controller and the tribunal summoned the L & D.O. and asked him on what terms he was prepared to allow the commercial use of the premises. The L & D.O. filed written statement dated 16.12.1977 before the Additional Controller. In that written statement he clarified his stand. He stated that the running of three shops in the premises was misuse and that he had issued show cause notice to the lessee requiring him to remove the breach. As per terms of the lease he said that misuse "cannot be condoned or regularized permanently but the re-entry or cancellation of the lease can be postponed on payment of misuse charges on purely temporary basis so as to allow the lessee to remove the breach finally provided the lessee makes a request in this behalf to the lessor." It was further added that "charges for postponement of re-entry or cancellation of the lease are based on the land rates fixed from time to time and the area under/misuse."

9. On this stand of the L & D. O. the Additional Controller took the view that the temporary regularization will not serve any purpose and that the only course was to ask the tenants to stop misuse of the premises and in case of their default to evict them under clause (k).

10. At the stage of appeal the Tribunal again summoned the L & D.O. L & D.O. quoted the misuse charges from 1962 to 1973. From 1962 to 1973 the lessee had paid the misuse charges. The Tribunal directed the tenants to pay the misuse charges from 1973 to 1979. In the statement of misuse charges submitted by the L & D.O. to the Tribunal it was clearly stated that "the misuse charges are accepted purely on temporary bases on the rates fixed by the Government from time to time so as to allow the lessee to remove the breach finally."

11. The single issue in these appeals is whether the tenants should be allowed to continue the commercial use of the premises on payment of misuse charge, as has been ordered by the Tribunal, or they should be evicted if they do not conform to the residential use of the premises, as was the view of the Additional Controller. The landlord presses for the view of the Additional Controller. The tenants for the view of the Tribunal.

Public Interests

12. There is an element of public interest in clause (k). Clause (k) has been enacted by the Parliament in the interest of public and not merely of the

individual. Clause (k) insists upon conformity to the terms of the lease granted by the head lessor to the lessee. If the lease granted by the head lessor stipulates that the property shall be used for residential purpose and the tenant is using the same for commercial purpose, clause (k) read with sub-section (11) requires the tenant to stop misuse of the premises and to conform to the use prescribed in the lease. The requirement is necessary in the interest of planning and in order to make Delhi a better place to live in. In my opinion clause (k) is affected with public interest in Government leases appears clearly from the statute itself. The three authorities - the Government, D.D.A. and the Municipal Corporation - mentioned in clause (k) are in moral, though not of course, a legal since the trustee for posterity.

A Basic Authority

13. The starting point of any discussion on clause (k) is the decision of Supreme Court in *Faqir Chand v. Ram Rattan*, ¹ The supreme Court has said that 'the legislature has clearly taken note of the fact that enormous extents of a land have been leased by the three authorities mentioned in that clause, and has expressed by means of this clause its anxiety to see that these lands are used for the purpose for which they were leased. The policy of the legislature seems to be to put an end to unauthorized use of the leased lands rather than merely to enable the authorities to get back possession of the leased lands.' "The anxiety of the legislature is to prevent unauthorised user rather the protection of the tenant" (Faqir Chand p. 924). This is why the Supreme Court has held that there can be no estopped against the landlord even though he has given the premises to the tenant expressly for commercial purpose contrary to the terms of the lease as is the case with these three tenants. The letting in the case was for commercial purpose as has been found by the Tribunal. But that is contrary to the terms of the lease of the land in favor of the landlord. "The provision of clause (k) of the proviso to sub section (1) of section 14 is something which has to be given effect to whatever the original contract between the landlord and tenant." (Faqir Chand p. 924).

Statutory Objective

14. The objective of a particular provision has to be ascertained. The ascertainment of the Parliamentary objective is an important - generally essential-part of the statutory interpretation. Clause (k) is essentially an ant

evasion provision. It is anti-non-conformists. (I do not use this term in the sense of dissenters. But only in the sense of misusers). This means that the lessee should not be allowed to use the property in a manner contrary to the conditions of the lease imposed on him. He should not be allowed to the conditions of the lease on which land is granted. The question is : whether the controller or for that matter the Tribunal has overriding power when the lease require conformity with the prescribed use stipulates that if the property is not used for the prescribed purpose the lease shall become void and the superior landlord can cancel the lease and re-enter upon the premises. There is nothing in the Act to show that the Controller or the Tribunal can ignore the conditions of the lease and order payment of compensation to L & D.O. even where he is repeatedly insisting that misuse must be stopped. The L & D.O. is willing to condone the breaches of the past by accepting compensation. This was done when before the Tribunal he accepted misuse charges upto 1979, that is, the year in which the Tribunal decided the three appeals. But there is nothing to show that the L & D.O. is willing to accept compensation for the future. On the contrary both in the written statement filed before the Controller as well as the Tribunal the L & D.O. unequivocally and unambiguously said that the condonation is for the past and not for the future. What the Tribunal has done in the present cases is that it has allowed misuse to continue in future on terms which prevailed in the past, namely, payments of misuse charges. With this difference only that the Tribunal has passed the burden of misuse charges from the landlord to the tenant. Otherwise the position remains the same as in 1968, when misuse began. Under the protection afforded by the Tribunal the tenants will go on misusing the leased land. So the legislative purpose will be defeated.

Tribunal's Order and Its Invalidity

15. Such a course as was adopted by the Tribunal would defeat the very object of the statutory provision and reinstate the mischief which the statutory provision was designed to remedy. This course will render the statutory provision a dead letter.

16. The arrangement devised by the Tribunal is purely temporary. It is not intended to last for ever. It continues if the tenants go on paying misuse charges and the L & D.O. goes on accepting. This is perpetuating an illegality and nothing else.

17. If the authority appears before the Tribunal and says that misuse must be stopped in future, though past is over, is it open to the Controller to allow the tenant to continue misuse under its order on terms which it imposes ? That is the question. The Tribunal has turned the tables. Previously the tenants were at the mercy of landlord. Now the landlord will be at the mercy of the tenants. The threat of re-entry will hang like a democles sword over the head of the landlord. A tenant may pay charges for misuse of the premises. He may not. He may become insolvent if he is financially sound the landlord will have to sue him to recover. The tenant may leave the premises after the charges have been levied without paying them. Of course the order of eviction would be executable against him. But that will take time. So the liability of the landlord go on mounting.

18. The primary responsibility is of the lessee for misuse of the property and for misuse charges. The tribunal devised a novel method as an answer to a difficult situation. But what it seems to have forgotten is that the dominant factor in the whole case is the lease granted by the head lessor and its term. No one can ignore those terms. Neither the lessor nor the lessee. Nor the Controller nor the Tribunal. They are binding on the parties. The condition of the lease is the real determinant. The power which Controller exercise under sub-section (11) must be consistent with the terms of the lease. This is why sub-section (11) provides that no order for recovery of possession shall be made if the tenant within such time, as may be specified by the controller, complies with the conditions imposed on the landlord by any of the authorities referred to in clause (k) while giving to the lessee the lease of the land.

19. In my opinion both clause (k) and sub-section (11) give a place of primacy to the terms of the lease on which the land is allowed to be used by the lessee. The condition of use is the prime thing. If the lease is cancelled both the landlord and the tenant will have to go out. In Faqir Chand's case the Supreme Court has said: "In that case the landlord as well as the tenant stand to lose." Like a tidal wave both the landlord and the tenant will be swept away when the superior landlord cancels the lease and takes possession of the land with superstructure. It would be a Ludicrously lopsided operation of the statute if the Tribunal exercises the power to allow misuse in future albeit on terms. That will be perpetuating the use of the property in manner contrary to the conditions of the lease. In the teeth of an express covenant in the lease the Tribunal has

ordered the tenants to continue to use the premises for a commercial purpose. It was not done with the best of intentions, no doubt. Out of sympathy for the poor tenants. But the question is : Does the statute confer power on the Controller of the Tribunal to make such an order ?

20. The past is buried in this case. On acceptance of charge for misuse from 1963 to 1979 the head lessor has condoned the breach. That chapter is closed. For the future he is not willing. He said this in so many words to the Controller and the Tribunal. Disregarding the stand of the L & D.O. the Tribunal has ordered commercial use to continue. The Tribunal has taken the future in its own hands and thinking that it had power it has ordered the tenants to go on paying the misuse charges and on using the premises for the commercial purpose. The Tribunal has by-passed the authority so far as the future is concerned.

21. The first and the by far the most important question that arises is whether such an order as was made by the Tribunal in these cases is within the contemplation of the statute and would subseries the public purpose with which clause (k) was enacted. The language of clause (k) coupled with the policy of the legislature makes it crystal clear that the statutory obligation is to compel the landlord and the tenant both to conform to the use prescribed in the lease. One thing is clear. The term of the lease shall prevail. The controller has no overriding power. Nor the Tribunal. The statutory power is to be exercised not for the personal protection alone but for the public good. The public good resides in conforming to the use prescribed in the lease. The Supreme Court has emphasized this aspect again and again in Faqir Chand. If this is not done the lease becomes void. The anxiety of the legislature is to prevent an unauthorized misuse rather than the protection of the tenant, as the Supreme Court has said. This is why the landlord is not estopped from claiming possession even though he himself was a guilty party in letting the premises for the purpose contrary to the conditions of the lease.

22. Faqir Chand's case is really a decision on the procedure to be adopted under sub-section (11). What the High Court had done was that without asking the authority it had ordered the eviction of the tenant. The High Court thought that the authority had no power to legalise the misuse of the land. The Supreme court held that "this is in fact nullifying the part of the provisions contained in sub-section (11) of Section 14." They remitted the matter to the Controller for

deciding the question under sub-section (11) of Section 14 : whether he should exercise the one or the other of the two alternatives mentioned therein. This they held can be done only in the presence of the authority and not its absence. This is the chief point decided in that case. But in this case the authority concerned, namely the Government, was summoned by the Controller as well as by the Tribunal. The Government said in clear and explicit terms that from 1972 to 1979 they will condone the breach but not in future. As regards the future the consistent stand was that misuse must stop.

23. The crucial point in the case is that the tenant must use the premises in conformity with the conditions of the lease. If the landlord allows his property to be used in the manner contrary to the conditions of the lease, his lease is liable to be cancelled. If the tenant does not stop the misuse, he is liable to be evicted. This is statutory solution of a practical problem.

24. The cornerstone of the tenants' case, as has been argued by Mr. Jain and Mr. Issar on their behalf is that the controller and the tribunal have power to override the terms of the lease in order to give protection to the tenant against the landlord's claim for ejection. To accept this argument would be to fly in the face of the lease. Not only that. It will render clause (k) a dead letter. It can be argued with matching cogency that if Parliament had intended to make the controller all powerful under sub-section (11) it would have so provided specifically. It is true that the dice is loaded against the tenant who is being evicted by the landlord even though he is not at all at fault because the premises were given to him for a commercial purpose as has been found by the Tribunal in this case. Whatever may be the equities between the landlord and the tenant, the overriding consideration is that the premises must not be used in a manner contrary to the conditions imposed on the landlord by any of the three authorities mentioned in section 14(1)(k) of the Act while granting lease of the land. If that is the statutory objective the controller and the tribunal must see that the policy of the legislature is effectuated and the misuse is not continued.

25. It would make an absurdity of clause (k) if reliance on the statutory provision contained in sub-section (11) amounted to a breach of the covenants of the lease. The Tribunal's formulae precisely does this. It ignores the public good. It allows misuse to continue. It disregards the terms of the lease. It disregards the terms imposed by the head lessor on the landlord while granting lease of the land. It overrides every consideration except that it gives a limited

protection to the tenant, a sort of temporary reprieve. the truth is that by making an order as in this case the Tribunal has effectively destroyed the lease in favors of the landlord and has opened the door to the head lessor to cancel the lease and to re-enter upon the premises.

26. The lease dated 16.3.1981 is a professionally drawn lease. Its terms are binding both on the lessor and the lessee. The controversy in these appeals revolves round the power of the controller in a case where the landlord or the tenant has broken a term of the condition of the lease granted by the superior landlord and which he is not prepared to condone permanently. Can the controller override the terms of the lease and allow misuse to continue on terms? In my view the whole legislative purpose would be defeated if the condition of conforming use is not observed. What is the mischief which the statute intended to remedy? This is stated in clause (k). The sub-section appears to say explicit that if certain events happens, certain legal consequences must follow. The consequences are two fold. The tenant is liable to be evicted. The landlord's lease is liable to be cancelled.

27. Mr. Jain on behalf of the tenants in the first place argued that the Controller has power to stop misuse or to determine compensation regardless of the stand taken by the authority. Secondly, he submitted that the Controller may order temporary misuse of the property till final notice of the stoppage of misuse is given by the authority. I cannot accept these contentions. If the Controller is given these powers he will override the terms of the lease. He will destroy the lease which is the foundation of clause (k).

28. There is no question of giving final notice by the L & D.O. regarding stoppage of misuse. As long ago as 5.6.1968 the L & D.O. on behalf of the President of India asked the lessee, the present landlord, to stop misuse of the premises. He further informed that if he fails to do this, the lessor will exercise the right of re-entry as provided in clause II of the lease deed. After this, before the Controller as well as the Tribunal, the L & D.O. appeared and stated in no uncertain terms that misuse must be stopped at all cost. There is nothing now to prevent the lessor from taking possession of the property if misuse is persisted in. But if the lessee takes steps to evict the tenant the head lessor will not re-enter upon the premises. In an Office Order No. 23/1976 dated 31.3.1976 of the Ministry of Works and Housing, Land and Development Officer, New Delhi clause 8 says :

"In cases where the lessee/ex-lessee files suit for eviction against defaulting tenants on receipt of our "notice for misuse and are successful in evicting such tenants one per cent of the charge will be recovered as token penalty in consultation with the Ministry of Works and Housing and Finance."

29. The lessor is merciful to the landlord. Because he has filed a suit for eviction against the tenant on the ground of (k) And if he is successful in evicting the tenant who is using the property for a purpose contrary to the terms imposed by the authority on the landlord that is the end of the matter. But an awkward situation will arise where under the order of the Tribunal the tenant is allowed to continue the misuse of the premises. The short answer to the tenant's case, as given by the statute, is : vacate or reside Stop misuse or go. Because the breach cannot be permanently regularized. The Controller, in my opinion, was right in saying a temporary regularization will not serve any purpose. Misuse has to be stopped at all events, later or sooner. It cannot be allowed to go on permanently regularized. The Controller, in my opinion, was right in saying a temporary regularize will not serve any purpose. Misuse has to be stopped at all events, later or sooner. It cannot be allowed to go on permanently. L & D.O. said to the lessee "Stop misuse in future." This was his clear stand. But the Tribunal says to the tenant: "You can go on misusing under my orders." This order is against positive law. The landlord will suffer because his lease will be cancelled.

30. Mr. Issar laid a good deal of stress on the two alternative specified in subsection (11). One alternative is to ask the tenant to stop misuse. This is what the controller did. The second alternative is that the tenant "pays to the authority such amount by way of compensation as the controller may direct." The Tribunal adopted the second alternative. In my opinion this was not open to it. This alternative can exercised only where the authority is willing to accept compensation for a permanent condonation and where the breach is a condonable breach. Here the breach cannot be condoned permanently. The L & D.O. has said so in so many words. For the past he was willing to condone the breach. He never made any promise for the future. He accepted charges for the past. For the future he said : "stop misuse". In my opinion there is no escape from the conclusion that in a case like the present the only alternative open to the controller or the tribunal is to ask the tenant either to conform to the use prescribed in the lease or to leave the premises. There is no third way out.

Summary and Conclusion

31. The Controller summoned the L & D.O. to find out if non-conforming use shall be permitted and if so on what terms. The L & D.O. appeared. He said that for the past he was willing to condone the breach on payment of misuse charges but as regards the future, misuse must be stopped. As the Supreme Court has said:

"The authority may not be prepared to accept compensation but might insist upon cessation of the unauthorized use" (Faqir Chand p 924)

32. This was exactly the stand of the L & D.O. He said : "I am prepared to accept compensation for the past but as to the future I insist upon stoppage of the unauthorized use of the Government property." If the non-conforming use is not permitted by the L & D.O. as is the case here the Controller has no alternative but to pass the order of eviction if the tenant does not stop misuse. If the authority is inclined to permit the non-conforming use, then the controller has to determine compensation for non-conforming use. This must be done in the presence of the authority. The Supreme Court decided this in Faqir Chand's case.

33. If commercial use is no permitted in the future by the L & D.O. it will be beyond the jurisdiction of the Tribunal to hold that inspite of the opposition of the L & D.O. he will allow the tenant to continue to use the property for commercial purposes on payment of charges. This is what I said in *Prithvi Raj v. Nirmal Multani*,² The same appears to be the view of Sultan Sing J. in *Manhoar Lal v. Narain Dass*,³

34. Mr. Jain on behalf of the tenants referred me to *Satya Prakash v. Balram Bhasin*,⁴ I have derived no assistance from that case.

35. In Faqir Chand the Supreme Court posed the question: "Are the landlords estopped or otherwise prohibited from getting possession of the property from the tenants because they themselves had let it out for commercial purpose ?" They answered this question in the negative. They said "in any case there can be no estoppel against the statute." Public policy demands that the landlord and the tenant must conform of the legislature in an enacting clause (k). The non-conformists are protected. If they are landlord the superior landlord can cancel their leases for non-conformity. If they are tenants, out they go. This is the

mandate of the legislature. Judges are not commissioned to make and unmake the rules at pleasure. They must decide so as to effectuate the purpose of the Parliament and its policy. The statute is their guide. The tenant's use must conform to the lease. Non-conformity leads to ejection.

36. The contractual basis of letting is still there, but it has almost reached a vanishing point. The legal incidents of tenancy are fixed by law and are embodied in the Act. It is not a pure creature of contract but of/statute regulated by law. the legislature desires that the lessees must conform to conditions of the lease granted by the Government, Delhi Development authority, and the Municipal Corporation. so it enacted clause (k) with the object of enforcement of the conditions of the lease. We have three authorities in clause (k) and two alternatives in sub-section (11). The lessees of these authorities are empowered to evict their tenants who deviate from the conditions of the lease. This is irrespective of whether the landlord is privy to the misuse or not. The landlord's right to possession is limited by the two alternative contained in sub-section (11). This alternative ameliorates the condition of the tenant. But where the breach is not condonable the tenant must conform to the lease condition or go. There cannot be palliative or temporary expedients to continue the tenant's misuse. It must be stopped once for all. If this is not done there will be prolongation and multiplication of proceedings resulting in equal misery both to the landlord and the tenant. The Tribunal's order in this case has produced equality of misery to use a phrase of Bentham. This is not a permanent solution, as was the order of the Controller.

37. Mr. Issar argued that the landlord should be compelled to have the use of his property, whole for in part, converted from residential into commercial. He referred me to the letter of the Ministry of Works and Housing dated 3.1.1983. I cannot accept this submission. The letter dated 3.1.1983 on terms has no application to this case. The main objection to conversion of use, supposing it is permissible, is that the lessee has to apply and only if he agrees it can be allowed to be converted by the lessor. But if the lessee does not want change of use of his property the court cannot compel him. this is the short answer. Law protects the property right of the lessee. "Property and Law are born together and must die together".

(Jeremy Bentham, Principles of Civil Code).

38. At the end of the day I feel convinced that to allow misuse to continue on terms imposed by the Tribunal would be render clause (k) a dead letter. The power to eject the tenant will be kept in abeyance so long as the tenant is willing to pay charges for misuses and will be activated only when the L & D.O. announces a fixed date by which misuse must be stopped. Misuse has continued from 1962 to 1983. For 21 years it has gone on. Under the formula of the Tribunal it will go on until the lease is cancelled and the lessor re-enters the premises. In that case both the landlord and the tenant will lose, as the Supreme Court has said.

39. For the reason, the appeals are allowed. The respondent are allowed three months time to stop the misuse or to vacate the premises. If they do not stop misuse or continue with the commercial use of the premises the appellants will be entitled to evict them. On these conditions an orders of eviction is passed against each of three respondents. The order of the Controller is restored. The order of the Tribunal is set aside. the parties are left to bear own costs.

Appeal allowed.

Cases Referred.

1. AIR 1973 Supreme Court 921
2. 1980 D.L.T. 552.
- 3.1982 R.L.R. 1.
4. 1981 R.L.R. 268.