PATNA HIGH COURT

Union of India

Vs

Karanpura Development Co

A.F.O.O. Nos. 26 and 32 of 1970

(S.N.P. Singh, C.J. and S.K. Jha, J.)

27.02.1975

JUDGMENT

S.N.P. Singh, C.J.

1. These two appeals under Section 20 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (hereinafter to be referred to as "the Act") are directed against the award dated the 20th of December, 1969, given by the Tribunal under Section 14(2) of the Act in Reference Case No. 24 of 1964. Miscellaneous Appeal No. 26 of 1970 is by the Union of India through the Managing Director, National Coal Development Corporation Ltd., Ranchi, Miscellaneous Appeal No. 32 of 1970 is by M/s. Karanpura Development Co. Ltd. (hereinafter to be referred to as "Karanpura Company"). Both the appeals have been heard together and they are being disposed of by this common judgment.

2. The relevant facts for the disposal of these two appeals are not in dispute and they may briefly be stated as follows. On the 26th of March, 1915, the Proprietor of Ramgarh Estate acting through the Court of Wards granted a prospecting license of coal rights in respect of 49072 bighas of land known as Karanpura Fields including the land in dispute in favor of M/s. Bird and Company. Under the terms of the license the Company was entitled to take lease in respect of different areas covered by the license after prospecting. On the 30th of May, 1921, the Karanpura Company obtained a prospecting license by a deed of assignment executed in its favor by M/s. Bird and Company. On the 17th of July, 1922, the Court of Wards granted a mining lease in respect of 3036 bighas of land in mouza Sayal in favor of the Karanpura Company. On the 20th of April, 1923, the Karanpura Company granted two sub-leases in favor of M/s. Andrew Yule and M/s. Villiers and Company for 2011 bighas and 1024 bighas respectively. On the 26th of March, 1929, M/s. Villiers and Co. executed a deed of surrender in favor of the Karanpura Company. M/s. Andrew Rule also executed a deed of surrender in favor of the Karanpura Company on the 6th December,1932. On the 3rd of November, 1951, the Ramgarh Estate vested in the State of Bihar under the Bihar Land Reforms Act. Under a notification dated the 29th of December, 1958, published under Section 9 of the Act in the issue of the Gazette of India dated the 9th January, 1959, the Central Government declared to have acquired the lands and mining rights in and over the lands specified in the said notification. By virtue of that notification the

mining rights over an area of 2020 bighas of lands situated in mouza Sayal in the District of Hazaribagh were acquired. It appears that the Karanpura Company claimed as compensation Rs. 9,87,585.72 paise for mining rights only. The Central Government offered only an amount of Rupees 72,581.64 paise as compensation. The Karanpura Company accepted that amount under protest as to the sufficiency of the amount. As no agreement was reached between the Karanpura Company and the Central Government, a reference under Section 14 of the Act was made to the Tribunal for the purpose of determining the amount of compensation.

3. Before the Tribunal the claimant submitted a claim for Rs. 9,87,585.72 paise as per Schedules A to L including a sum of Rs. 60,975.48 paise as solatium under Section 13(4) of the Act. Subsequently by an amendment Rs. 28,220/- was added as compensation for bungalow and 6 bighas of land making the total claim at Rs. 10,15,805.72 paise. According to the Karanpura Company, the amount assessed, payable as compensation to it by the Central Government, was inadequate and arbitrary and was in clear disregard of the provisions of Section 13 of the Act.

4. Before the Tribunal it was urged on behalf of the Central Government that the claimant was not entitled to any compensation for the expenses incurred prior to the 3rd of November, 1951, when the Ramgarh Estate vested in the State of Bihar. According to the Central Government, what was acquired by the notification dated the 29th of December, 1958, was the statutory lease which was deemed to have been granted to the claimant Karanpura Company by virtue of the provisions of the Bihar Land Reforms Act and not the old lease granted by the Court of Wards on behalf of Ramgarh Raj. On that basis the Central Government admitted Rs. 72,581.64 paise as the fair amount of compensation. It appears that the aforesaid amount was determined as compensation by the Central Government taking into consideration the actual payment of royalty between the 3rd of November, 1951, and the 9th of January, 1959, when the notification under the Act was published. The Tribunal relying upon a Bench decision of this Court in the case of *M/s. Bokaro and Ramgur Ltd. v. Kathara Coal Co. Ltd*[1]*.,* and a Full Bench decision of this Court in the case of the *Union of India v. M/s. Borea(Coal Co., Ltd*[3]*.,* and an analogous appeal dated the 25th of March, 1969, rejected the contention raised on behalf of the Central Government that the claimant was not entitled to any compensation before the 3rd of November, 1951. Mr. K.D. Chatterji appearing for the appellant in M.A. No. 26 of 1970 submitted before us that the view taken by the Tribunal is not correct and the claimant is not entitled to any compensation before the 3rd of November, 1951. I find no substance in this argument. Before the Full Bench a similar argument was raised by the learned Advocate-General and was rejected. In view of the Full Bench decision in the case referred to above, it is no longer open to the Central Government to contend that the claimant is entitled to compensation only in respect of the statutory lease which was deemed to have been granted to it by virtue of the provisions of the Bihar Land Reforms Act and not the old lease. Indeed, Mr. Chatterji could not distinguish the instant case with the Full Bench case on facts.

5. As already stated, the Karanpura Company claimed compensation before the
Tribunal under different schedules. Under Schedule 'A', the Karanpura Company claimed proportionate amount paid to M/s. Bird and Company for the assignment of the prospecting license. The total amount claimed under that head was Rs. 58,983.06. Under Schedule 'B' the Karanpura Company claimed Rs. 548.92 paise as the proportionate amount of stamp duty paid for the assignment dated the 30th of May, 1921. Under Schedule 'C' the claimant made a claim of Rs. 60,20 as the proportionate amount of registration fee paid for the assignment. Under

Schedule 'D' it claimed Rs. 1,151.57 paise as the proportionate amount for the preparation and completion of the Assignment Debenture Trust. Under Schedule 'E' it claimed Rs. 81,670.91 as the proportionate cost of prospecting and analysing samples of coal. Under Schedule 'F' it claimed Rs. 80,800/- as the proportionate amount of Salami paid for the lease dated the 17th of July, 1922. Under Schedule 'G' it claimed Rs. 941.78 paise as the proportionate amount of stamp duty paid on the lease dated the 17th of July, 1922. Under Schedule 'H' it claimed Rs. 322.14 paise as the proportionate amount of registration fee on the said lease. Under Schedule 'I' it claimed Rs. 3,993.41 paise as the proportionate cost paid for the preparation of the lease dated the 17th of July, 1922. Under Schedule 'J' it claimed minimum royalty paid or payable under suit Nos. 1302 and 1598 of 1958 filed against it by M/s. Rajasthan Mines or their transferees in the Calcutta High Court. Under the aforesaid head the total amount claimed was Rs. 3,53,261.01 paisa. Under Schedule 'K' it claimed Rs. 36,007.66 paise as the proportionate litigation expenses. Under Schedule 'L' it claimed Rs. 5,95,835.20 paise as interest up to the 31st of December, 1969. As already stated, it also claimed Rs. 28,220/- as compensation for bungalow and 6 bighas of land.

6. It will be convenient to deal with the contentions raised by the appellants of the two appeals in respect of each item separately. The Tribunal has allowed the total amount of compensation of Rs. 60,743.75 paise to the claimant, the Karanpura Company, as claimed under Schedules 'A' to 'D'. According to the finding of the Tribunal, the aforesaid amount is admissible under Section 13(2)(i) proviso read with Section 13(1)(i) of the Act. Mr. K.D. Chatterji, learner counsel for the appellant in M.A. No. 26 of 1970, submitted that the expression "the expenditure incurred in obtaining the license" in Section 13(1)(i) of the Act means the expenditure actually incurred in obtaining the original license and not the expenditure incurred in taking a license by assignment etc. The Tribunal was, therefore, not justified in allowing compensation to the claimant Karanpura Company in respect of the claim made in Schedules 'A' to 'D' of the claim petition. I find no substance in this contention. As pointed out by the Tribunal, the expression "in obtaining the license" does not mean "in obtaining the original license only". The claimant will be entitled to compensation for the expenditure incurred in obtaining the license by whatever means. There is nothing in Section 13 to give a restricted meaning to the words "in obtaining the license" occurring in Section 13(1)(i) of the Act, as suggested by Mr. K.D. Chatterji. No other point in respect of the claim under Schedules 'A' to 'D' was raised on behalf of the appellant in M.A. No. 26 of 1970. The finding of the Tribunal that the claimant is entitled to the total amount of compensation of Rupees 60,743.75 paise is, therefore, upheld.

7. Under Schedule 'E' the Karanpura Company claimed Rs. 81,670.41 paise as the proportionate cost of prospecting and analysing samples of coal for the period 30th of June, 1921 to the 31st of December, 1951. According to the claimant, the entire amount was admissible under Section 13(2)(i) read with Section 13(1)(ii) and (iv) of the Act. The Tribunal held that the claimant is entitled only to proportionate expenses which were incurred prior to the date of the lease. Accordingly it held that the claimant Company was entitled to Rs. 23,633.53 paise only, which were the expenses incurred before the date of the lease, namely the 17th of July, 1922. Mr. K.D. Chatterji appearing for the appellant in M.A. No. 26 of 1970 submitted that in absence of evidence to show that any prospecting was done in relation to village Sayal during the relevant period no compensation should have been allowed under Schedule 'E'. Mr. Umesh Prasad Singh, learned counsel appearing for the appellant in M.A. No. 32 of 1970, on the other hand, raised the contention that the entire amount claimed under Schedule 'E' should have been allowed by the

Tribunal. In order to decide the questions which have been raised by the two appellants, it is necessary to set out the relevant provisions contained in Section 13 of the Act. The relevant portion of Section 13 reads as follows :

> "13(1) Where a prospecting license cease to have effect under Section 5, there shall be paid to the person interested compensation, the amount of which shall be a sum made up of all items of reasonable and *bona fide* expenditure actually incurred in respect of the land, that is to say, -
> (i) the expenditure incurred in obtaining the license;
> (ii) the expenditure, if any, incurred in respect of the preparation of maps, charts and other documents relating to the land, the collection from the land of cores or other mineral samples and the due analysis thereof and the preparation of any other relevant records or material;
> (iii) the expenditure, if any, incurred in respect of the construction of roads or other essential works on the land, if such roads or works are in existence and in a usable condition;
> (iv) the expenditure, if any, incurred in respect of any other operation necessary for prospecting carried out in the land.
> (2) Where the rights under a mining lease are acquired under this Act, there shall be paid to the person interested compensation, the amount of which shall be a sum made up of the following items; namely,-
> (i) if the lease was granted after prospecting operations had been carried out in respect of the land under a prospecting license, the sum of all items of reasonable and *bona fide* expenditure actually incurred with respect to the matters specified in clauses (i), (ii), (iii) and (iv) of sub-section (1) before the date of the lease;
> Provided that where two or more leases had been granted in relation to any land covered previously by one prospecting license, only so much of the expenditure aforesaid as bears to the total expenditure the same proportion as the area under the mining lease in respect of which the rights have been acquired bears to the total area covered by the mining leases shall be payable under this clause."

Two things are clear from the provisions of sub-section (2)(i) of Section 13, namely, (1) that compensation is payable for prospecting operations in respect of the sum of all items of reasonable and *bona fide* expenditure actually incurred; and (2) that such expenditure must have been incurred before the date of the lease. As already stated, the area in question is only 2020 bighas out of a total area of 49072 bighas in respect of which prospecting license had been granted. The claimant has claimed proportionate cost of prospecting and analysing samples of coal. In my opinion, there is substance in the contention which has been raised by Mr. Chatterji on behalf of the Central Government that the claimant cannot legally claim compensation for prospecting and analysing samples of coal unless it is shown that in the area in question prospecting and analysing samples of coal had been done. Witness No. 1 for the claimant has deposed about prospecting operations. He has made a general statement that K. D. (Karanpura Development Co. Ltd.) prospected the area covered by the prospecting license. Further, he has

stated as follows :

> "The total area covered by various leases granted by Ramgarh Raj comes to 49072 bighas. Before the mining leases were granted K. D. had to carry on prospecting operation to prove coal and then K. D. had to apply for grant of lease for coal bearing lands by serving a notice to Ramgarh Raj."

Reliance was placed by learned counsel appearing for the claimant on the above statement of the witness in support of the fact that prospecting operations had been done in the area in question. In my opinion, the statement made above is vague and the witness has not said in clear terms that any prospecting operation was done in the area in question. Learned counsel appearing for the claimant drew our attention to the evidence of witness No. 2 for the claimant to the effect that the maps, charts and other prospecting records of mouza Sayal had been handed over to Mr. A.B. Guha, the then Chief Mining Engineer of the Central Government, and the receipt granted by him had been filed in Reference Case No. 1 of 1960, and, submitted that due to the aforesaid reason the relevant papers to show that prospecting operations had been done in mouza Sayal were not filed in the instant case. Be that as it may, the fact remains that there is no evidence to show that any prospecting operation and analysing samples of coal were done in the area in question at any point of time. That being the position, the claim under Schedule 'E' cannot be allowed. Since I am disallowing the entire claim under Schedule 'E', it is not necessary to consider the point whether compensation is permissible or not in respect of expenses which have been incurred prior to the date of the lease.

8. The Tribunal has allowed the total amount of compensation of Rupees 86,057.33 paise to the claimant as claimed under Schedules 'F' to 'I'. The Tribunal after considering the materials on record held that the claims were justified. Mr. K.D. Chatterji, learned counsel appearing for the appellant in M.A. No. 26 of 1970, could not succeed in showing that the claim under Schedules 'F' to 'I' was unjustified. I, therefore, uphold the finding of the Tribunal that the claimant is entitled to the amounts claimed under Schedules 'F' to 'I'.

9. The Karanpura Company claimed Rs. 3,53,261.01 paise as compensation under Schedule 'J' under Section 13(2)(iii) of the Act. As already stated, the said claim has been made in respect of minimum royalty paid or payable under Suit Nos. 1302 and 1598 of 1958 filed against the claimant by M/s. Rajasthan Mines or their transferees in the Calcutta High Court. It appears that the Central Government offered Rs. 72,581.64 paise as royalty payable from 3-11-1951 to 9-1-1959 on the assumption that the claimant is entitled to compensation only in respect of expenses incurred after the grant of the statutory lease. The Tribunal after rejecting the contention of the Central Government proceeded to consider the question whether the claimant was entitled to the entire amount. After examining the entries in the books of account and the evidence, the Tribunal came to the conclusion that royalty from 1-1-1949 to 31-10-1951 was not paid and as such it cannot be said that the claimant Company had incurred that expenditure. The total amount of royalty for that period on rough calculation came to Rs. 28,330/-. Admittedly the royalty for the above period had not been paid by the claimant Company. The stand of the claimant, however, was that it was liable to pay the amount after the decision of the interpleader suit which was filed in the Calcutta High Court. The Tribunal has taken the view that under Section 13(2)(iii) of the Act the claimant is entitled to the expenditure actually incurred and since no payment of royalty

had been made for the aforesaid period, the claimant was not entitled to compensation. It appears that the claimant had also made a claim of Rupees 1,934.09 paise for the period 10th of January, 1959, to the 4th of May, 1959. Since the mining right of the claimant vested in the Central Government on the 10th of January, 1959, the Tribunal rejected the claim for the aforesaid period. Thus, according to the finding' of the Tribunal, the claimant is not entitled to Rs. 28,330/- for the period 1-1-1949 to 31-10-1951 and to Rs. 1,934.09 paise for the period 10th of January, 1959, to the 4th of May, 1959. The Tribunal has, therefore, awarded compensation of Rs. 3,22,996.92 paise only in respect of the claim made under Schedule 'J'.

10. Mr. Umesh Prasad Singh, learned counsel appearing for the appellant in M.A. No. 32 of 1970, contended before us that in view of the fact that royalty payable for the period 1-1-1949 to 4-5-1953 had been entered as liability in the books of account of the claimant and the Company is bound to pay the amount after the decision in the interpleader suit, the Tribunal should not have held that the amount of royalty for the aforesaid period was not admissible under Sub-section (2)(iii) of Section 13 of the Act. I do not find any substance in this contention. The expression "the expenditure, if any incurred" occurring in Section 13(2)(iii) clearly means the expenditure actually incurred and not the expenditure to be incurred in future. Under Section 13(2)(iii) the claimant is not entitled to compensation in respect of any liability. The Tribunal has therefore, rightly, rejected the claim of the claimant for the period 1-1-1949 to 31-10-1951. The claim for the period 10-1-1959 to 4-5-1959 has also been rightly rejected by the Tribunal because the claimant cannot make a claim in respect of expenditure incurred after the date of the vesting of the mining rights in the Central Government.

11. Mr. K.D. Chatterji appearing for the appellant in M.A. No. 26 of 1970 submitted before us that the entire claim ought to have been rejected as there was no evidence to show that after the lease there was no production of coal. There is no substance in this contention. It is clear from the provisions of sub-section (1) of Section 4 read with sub-section (4) that acquisition under the Act is made only in respect of an area where there is no production of coal. That being the position, no evidence was necessary to show that after the lease there was no production of coal in the area in question. The very fact that the Central Government allowed compensation for the period 3-11-1951 to 9-1-1959 shows that there had been no production of coal in the area in question after the lease.

12. Having considered the contentions raised on behalf of the appellants in the two appeals. I hold that the Tribunal came to the correct finding that under the head proportionate minimum royalty the claimant is entitled to Rs. 2,50,415.28 paise only under Section 13(2)(iii) read with Section 13(3) of the Act.

13. Under Schedule 'K' the Karanpura Company had made a claim of Rs. 36,007.66 paise as proportionate litigation expenses incurred for defending their title to the property in question. This amount was claimed under Section 13(2)(ii) of the Act. The Tribunal has rejected the claim under Schedule 'K' holding that the amount is not admissible under the Act. Learned Counsel appearing for the appellant in M.A. No. 32 of 1970 submitted before us that the Tribunal was not justified in rejecting the claim of compensation under Schedule 'K'. In support of this contention learned counsel relied on a Bench decision of this Court in the case of *M/s. Karanpura Development Co. Ltd. v. Union of India*[3], In that case the claimant had claimed litigation expenses also but the same had been disallowed by the Tribunal. It was contended before this

Court on behalf of the claimant that any expenditure incurred in relation to a lease had to be allowed as compensation over and above the salami paid in obtaining the lease. A Bench of this Court accepted the contention and made the following observation :

> "The expenditure incurred in obtaining the license has to be allowed as compensation under Section 13(2)(i) of the Act. Reference to clause (i) of sub-section (1) of Section 13 over again in clause (ii) of sub-section (2) of that section manifestly shows that the compensation to be allowed under Section 13(2)(ii) read with Section 13(1)(i) must be different from the expenditure actually incurred in obtaining the license. The expressions 'of the nature referred to' and 'in relation to the lease' in clause (ii) of sub-section (2) are of significance. These expressions make the import of clause (ii) of sub-section (2) wider and if any license is forced to a litigation for obtaining a lease which should have been granted to him, he is entitled as compensation to expenditure actually incurred by him in that litigation as a reasonable and *bona fide* expenditure of the nature referred to in clause (i) of sub-section (1) of Section 13 in relation to the lease as provided in clause (ii) of sub-section (2) of that section."

Mr. K.D. Chatterji appearing for the Central Government submitted before us that the facts of the instant case are clearly distinguishable from the facts of the case referred to above, inasmuch as the litigation expenses had to be incurred in the case, referred
to above, in getting the lease whereas in the instant case the claim made under Schedule 'K' is not in respect of litigation expenses in getting the lease. There is substance in this contention. From the facts stated in paragraph 28 of the judgment in the case, referred to above, it is clear that there was litigation between the claimant
company and the proprietor of Ramgarh Estate in the matter of execution of the lease. In the instant case, however, the lease was granted to the claimant company in the year 1922. Under Schedule 'K' the claimant has claimed proportionate litigation expenses for the period 31-12-1939 to 31-12-1956. As these litigation expenses have not been incurred in obtaining the lease, they cannot be allowed as compensation.

14. Under Schedule 'L' the company claimed interest amounting to Rs. 5.95,835.20 paise up to the 31st December, 1969. The Tribunal held that the claimant was entitled to interest on the amount of compensation which it was found entitled under clauses (i), (ii) and (iii) of sub-section (2) of Section 13 of the Act. It accordingly, directed that calculation would be made as per provision given in Clause (iv) of Section 13(2) of the Act. So far as the decision of the Tribunal on the question of interest is concerned, no argument was advanced on either side. The claimant will, therefore, be entitled to the interest in accordance with the provisions contained in Section 13(2)(iv) of the Act on the amount ultimately determined as payable to the claimant company as compensation.

15. The claimant had also made a claim of Rs. 60,975.48 as solatium. The claimant had claimed the amount under Section 13(4) of the Act. The Tribunal rejected the claim holding that compensation under Section 13(4) is payable when the leasehold right is suspended and ultimately not acquired. The view which the Tribunal has taken appears to be correct. The claimant company is not entitled to solatium under Section 13(4) of the Act. In the case of *Union*

of India v. Karanpura Development Co. Ltd[5]*.,* a similar question regarding the payment of solatium under Section 13(4) of the Act was raised and it was held by a Bench of this Court that Section 13(4) of the Act applied only in those cases where the mining lease remained suspended.

16. The next question which falls for consideration is whether proper compensation has been allowed for the bungalow and 6 bighas of land which have also been acquired. The Karanpura Company claimed Rs. 23,220/- for the bungalow and Rs. 5,000/- for 6 bighas of land. According to the Central Government, Rs. 8,000/- was the proper compensation for the bungalow and Rs. 350/- per acre was the proper compensation for 6 bighas of land. The Tribunal after considering the evidence held that the claimant was entitled to Rs. 15,000/- as compensation for the bungalow and Rs. 2,500/- as compensation for 6 bighas of land. Learned counsel appearing for the appellant in M.A. No. 32 of 1970 submitted that the entire amounts claimed by the claimant as compensation should have been allowed both for the bungalow as well as for 6 bighas of land. Mr. Chatterji, learned counsel appearing for the appellant in M.A. No. 26 of 1970, however, contended that the amounts which have been awarded as compensation for the bungalow and 6 bighas of land under Section 13(5) of the Act are excessive.

17. In my opinion, it is difficult to hold that the Tribunal has not awarded proper compensation for the bungalow and 6 bighas of land. In fixing the compensation for the building, the Tribunal has considered the evidence of C. W. 3, the Engineer, who gave the valuation report (Exhibit 6/2). The Tribunal has taken) into consideration the fact that the bungalow was an old one. Accordingly it reduced the claim from Rs.
23,200/- to Rs. 15,000/-. On the question of valuation of the land, the claimant did not adduce any evidence. The Central Government, however, produced two sale deeds (Exhibits C and C/1). The sale rate according to the sale deeds was about Rs. 150/- per acre but in 1951 the sale rate was about Rs. 325/- per acre. The Tribunal, after taking judicial notice of the fact that in the year 1956 there was a further price rise and also the fact that the lease right over the land was for 999 years, fixed the valuation of the land at Rs. 2,500/-. Thus, according to the finding of the Tribunal, the claimant is entitled to Rs. 17,500/- as the total amount of compensation both for the bungalow and 6 bighas of land. I do not find any cogent ground to interfere the above finding of the Tribunal.

18. The Karanpura Company also claimed interest under Section 16 of the Act over the excess amount held to be payable to the claimant by the Tribunal since the date of the acquisition till the date the excess amount was paid. The Tribunal has taken the view that as the question of law had not been settled till the decision of the Full Bench of this Court in the case of the *Union of India v. M/s. Borea Coal Co. Ltd*[6]*.,* and an analogous appeal, referred to above, it would not be proper exercise of jurisdiction to allow interest to the claimant under Section 16 of the Act. In the case of *East India Coal Co., Ltd. v. The Union of India*[7]*,* a Bench of this Court held that ordinarily and generally the Tribunal has got to direct under Section 16 of the Act that the Central Government, shall pay interest on such excess at the rate of five per centtum per annum from the date on which it became payable to the date of payment of such excess. It was observed in that case as follows :-

> "Although the word 'may' has been used, it is well settled proposition of law that when a Statute confers power on a Tribunal then ordinarily and generally the word 'may' is used

and except in a few exceptional circumstances 'may' must mean 'must'."

In the instant case the reason given by the Tribunal for disallowing interest on the excess sum under Section 16 of the Act is neither convincing nor it is cogent. I, therefore, direct that the Karanpura Company, the appellant in M.A. No. 32 of 1970, is entitled to interest at the rate of five per cent per annum on the excess amount of compensation awarded after notification from the 9th of January, 1959, till the date of payment.

19. No other point was raised in the two appeals.

20. In the result, both the appeals are allowed in part as indicated above. In the circumstances, the parties are directed to bear their own costs of the two appeals.

S.K. Jha, J.

21. I entirely agree.

Appeals partly allowed.

Cases Referred.

[1] AIR 1969 Pat 235
[2](M.A. No. 177 of 1964) (Pat) (FB)
[4](M.A. No. 182 of 1964 decided on 15-1-1974 : (reported in AIR 1974 Pat 233)
[5](1971 BLJR 335)
[6](M.A. No. 177 of 1964) (Pat)
[7] AIR 1974 Pat 48