

(2000) 11 BOM CK 0060

In the Bombay High Court

Case No : Chamber Summons No. 1219 of 2000 in Suit No. 1708 of 1992

Ashok Thapper

APPELLANT

Vs

Saral Enterprises and Others and Saral Enterprises and Others

RESPONDENT

Date of Decision : 14-11-2000

Acts Referred:

Civil Procedure Code, 1908 (CPC) — Order 21 Rule 101, 115
Limitation Act, 1963 — Article 124, 59
Registration Act, 1908 — Section 17, 49
Transfer of Property Act, 1882 — Section 53A

Citation : (2001) 2 BomCR 61 : (2001) 2 BOMLR 57 : (2001) 3 CivCC 244 :
(2001) 2 MhLj 795

Hon'ble Judges : R.J. Kochar, J

Bench : Single Bench

Advocate : Mr. Pravir Diwan and Mr. Denzil D'Mello, for the Appellant; Mr. D.H. Mehta and Mr. N.M. Shah, for the Respondent

Judgement

P. C. (R. J. Kochar, J.)

1. Often civil litigation threatens to be perpetual or atleast it assures to be co-extensive of the life of the litigant. Sometimes, it so happens that in spite of filing of a compromise or consent terms to put an end to a litigation in the Court of law, it continues to erupt from time to time, depending on the circumstances which arise even after burial of the suit. The present is the case wherein the feud continues between the parties though it was supposedly buried in the coffin of a consent term and consent decree given by the Court on 8th December, 1995. Even thereafter, the restless soul of the present suits is haunting the litigation. I need not refer to and enumerate the number of applications in the form of notices of motion or chamber summonses filed by the parties against each other for certain reliefs. The present chamber summons is at the stage of sale of the defendant's flat to realise the fruits of the decree which was given to the plaintiff in three summary suits between the same parties. After a prolonged battle of

more than three years, the suits were decreed in terms of the consent terms and as has been rightly inscribed in the civil law, the real trouble of the plaintiff started after he got the decree in his suit, notwithstanding the consent of the defendants.

2. In the present case, after the suits were decreed on 8th December, 1995 the fight continued and it reached its climax when the plaintiff succeeded in the suit and the suit flat which was a security in the consent terms for the decretal amount was put up for auction sale by Court Receiver appointed by this Court. Indeed it is the defendants who are unwilling to allow property to be auctioned. The present is the chamber summons which perhaps is the hurdle which the horse of the plaintiff has to successfully jump to get the decree executed. This time the prayers in the chamber summons are as under :-

(a) That this Hon''ble Court be pleased to declare that decree dated 8.12.1995 passed by this Hon''ble Court is not executable/unenforceable.

(b) That this Hon''ble Court be pleased to declare that the Decree dated 8.12.1995 passed by this Hon''ble Court is not executable/unenforceable in respect of the flat No. 2501/A situated on the floor of Walkeshwar Om Vikas Co-operative Housing Society, Walkeshwar Road, Mumbai 400 006.

In addition to the above main prayers interim prayers are also sought for by the applicants. In support of their prayers, the applicants have filed an affidavit of one Shri Chittaranjan Shah. In nutshell, the applicants have prayed for a declaration that the consent decree is not executable or enforceable and further it is not executable or enforceable in respect of the suit flat. Shri Ashok Thapper, the plaintiff has filed a detailed affidavit In reply, vehemently opposing the chamber summons. He has enumerated in Exh. A the dates and events which took place after 8th December, 1995 i.e. the date of the consent decree filed in the above three summary suits, wherein the defendants had agreed to pay to the plaintiff a sum of Rs. 4.5 crores by 30th September, 1996. There is no dispute about the dates and events given in the Exh. A of the affidavit of Shri Thapper. Shri Pravir Diwan, the learned Counsel for the applicants, however, suggested that there were some more details which are not given in the list of dates and events, though, he did not dispute the correctness of the chronological events stated in the exhibit to the affidavit in reply. It appears that the defendants, themselves, moved the Court for extension of time to pay and both the parties once again filed consent minutes of the order before this Court (A. P. Shah, J.). By the said order the defendants were to pay a sum of Rs. 1.50 Crores by 31st December, 1996 and the balance on or before 31st March, 1997. Accordingly the defendants have in fact paid the aforesaid amount by four installments to the plaintiffs, but they failed to pay the balance amount as agreed. Their failure to pay as per the consent minutes of the order finally attracted the step of auction sale of their flat. Preliminary rituals before the auction were taking place in the office of the Court Receiver. In the process, by a letter dated 6th November, 1997 addressed by the Advocate for the defendants to the Advocates for the plaintiffs,

the defendants informed that they were making arrangements to pay the entire balance dues to the plaintiffs at the earliest. The movable and immovable properties of the defendants were attached as per the warrant of attachment dated 31.1.1998 and 16.2.1998. It appears that the defendants through out were not at all willing to abide by the promises made by them to pay the decretal amount and they were creating obstructions from time to time to allow the sale of the flat. They did not submit to the Court Receiver, the original share certificates and other relevant documents pertaining to the flat put for auction. In March/April, 1998, the defendants filed a Chamber Summons No. 1441 of 1998 for raising the attachment of the properties but they did not succeed. The Court Receiver was pursuing the defendants to get the original documents of the flat and the defendants were avoiding to do so. Left with no other civil remedy, the plaintiffs filed a Contempt Petition No. 158 of 1998 against the defendants for breach of undertaking and also for committing contempt by breaking the seal fixed by the Sheriff of Mumbai on the car of the defendants. It is pertinent to note at this stage that in reply to the contempt petition, the defendant No. 3 filed an affidavit stating on oath that a sum of Rs. 4,59,97,151.85 was due and payable to the plaintiffs as per the consent decree. The Court Receiver continued to chase the defendants to get the original documents of the flat but in vain. The plaintiff once again moved this Court and my learned brother Chandrashekhara Das, J. passed an order of sale of flat after notice to the defendants in December, 1999 and the auction sale was fixed on 22nd February, 2000. In the auction sale only three offers were received, the highest being Rs. 1 Crore, which was accepted but the bidder failed to deposit the amount of Rs. 25 lakhs as stipulated in the terms and conditions of the sale and finally he lost even Rs. 2 lakhs initially deposited as earnest money with the Court Receiver as the same was forfeited. Though at the stage of contempt petition, there was an admission to pay the amount to the tune of Rs. 4,59,97,151.85, in affidavit of the defendant No. 2 filed in Chamber Summons No. 1441 of 1998, it was denied that a sum of Rs. 4,92,33,689 was due and payable. On 8th September, 2000, the plaintiff prayed for "Judge's Order" from this Court for purchase of the flat at Rs. 1.20 Crores but instead of granting the said order the Court Receiver was directed to expedite the sale of the flat and accordingly the Court Receiver fixed up auction sale on 3rd October, 2000. The last link in the chain is the present chamber summons with a prayer for an interim order to stay the execution of the consent decree. The defendant No. 2 has filed an affidavit stating that only Rs. 2,64,91,716/- was the amount due and payable according to the defendants. In my hope to put an early end to the present ordeal of the litigants, I have heard the chamber summons finally at length and I have heard the learned Counsel for the respective parties who addressed me at quite a length of time.

3. Shri Pravir Diwan, the learned Counsel for the applicants has raised the following points :-

(a) The decree dated 8th December, 1995 is not executable and is not enforceable as the suit was for money claim for which the flat in question was

given as a security. The said flat was not a subject matter of the suit though it forms as the subject matter of the consent decree. According to Shri Diwan such a decree required registration u/s 17 read with Section 49 of the Registration Act and since the present decree is not registered in accordance with aforesaid mandatory provisions of law, it cannot be executed.

(b) If the plaintiff were to succeed in his suits, he would have been able to get a decree for Rs. 2.9 Crores with interest on the principal amount of Rs. 1.44 Crores only. Shri Diwan submitted that the consent terms could not exceed the actual suit claim and therefore, the decree suffers from excessive claim to the tune of Rs. 4.5 Crores. He faintly suggested that there were certain other compulsive circumstances prevailing to have made the defendants to sign the said consent terms. He has however, candidly admitted that the decree has not been challenged on the ground of fraud, coercion or misrepresentation. He has also fairly admitted that there is not even a whisper of such grounds anywhere even in the present chamber summons.

(c) The entire decree has become non-executable as the personal covenant to pay under clause 10 and other clauses of the consent terms came to an end on the plaintiff's exercising the right under clause 9 of the consent terms. According to the learned Counsel, once the remedy under clause 9 is resorted to by the plaintiff he is estopped from resorting to the provisions under clause 10. He further submitted that if they were to first resort to clause 10, in that case it would have been open to them to enter the area of clause 9 of the consent terms but the plaintiff had no option to act the other way round.

(d) According to Shri Diwan, the plaintiff has claimed instead of Rs. 4.5 Crores and not on the principal amount of Rs. 1.44 Crores. Thus plaintiff has claimed interest on interest which is not permissible under law.

4. In support of his submissions, the learned Counsel for the applicants has cited the following decisions :-

- (i) Kandula Ramayya v. Bangaru Rangaraju & Ors.,
- (ii) Krishna Hukumchand Gujar v. Madhav Dattatraya Kirpekar,
- (iii) Chandan Mall Bapna v. Abdul Gani Meah,
- (iv) Bhavan Vaja and Ors., v. Solanki Hanuji Khodaji Mansang and Anr.,

5. Shri Diwan had no hesitation in accepting the position of law that as an Executing Court it was not open to me to go behind the decree. He however pointed that the question of nullity of a decree can be gone into and that the Executing Court should construe the decree in the light of pleadings as well as the proceedings leading upto the decree. He has relied upon the observations made in the case of Bhavan Vaja and Ors. (supra) that the Court should ascertain the circumstances under which the words in the decree were used and according to him to do so was the plain duty of the Executing Court and failure to

do so would amount to failure to exercise the jurisdiction vested in the Executing Court. Para 19 of the said judgment is on the point canvassed by the learned Counsel. It would be better to reproduce the same.

"It is true that an Executing Court cannot go behind the decree under execution. But that does not mean that it has no duty to find out the true effect of that decree. For construing a decree it can and in appropriate cases, it ought to take into consideration the pleadings as well as the proceedings leading upto the decree. In order to find out the meaning of the words employed in a decree the Court, often has to ascertain the circumstances under which those words came to be used. That is the plain duty of the Execution Court and if that Court fails to discharge that duty it has plainly failed to exercise the jurisdiction vested in it. Evidently the Execution Court in this case thought that its jurisdiction began and ended with merely looking at the decree as it was finally drafted. Despite the fact that the pleadings as well as the earlier judgments rendered by the Board as well as by the Appellate Court had been placed before it, the Execution Court does not appear to have considered those documents. If one reads the order of that Court, it is clear that it failed to construe the decree though it purported to have construed the decree. In its order there is no reference to the documents to which we have made reference earlier. It appears to have been unduly influenced by the words of the decree under execution. The Appellate Court fell into the same error. When the matter was taken up in revision to the High Court, the High Court declined to go into the question of the construction of the decree on the ground that a wrong construction of a decree merely raises a question of law and it involves no question of jurisdiction to bring the case within Section 115 of the Civil Procedure Code. As seen earlier in this case the Executing Court and the Appellate Court had not construed the decree at all. They had not even referred to the relevant documents. They had merely gone by the words used in the decree under execution. It is clear that they had failed to construe the decree. Their omission to construe the decree is really an omission to exercise the Jurisdiction vested in them."

There is absolutely no dispute or doubt about the law laid down by the Supreme Court. The circumstances in which the Supreme Court has made the above observations were different than those in the present case before me. It is an admitted fact that the decree in the present case is not challenged on the ground of nullity or on the ground of lack of inherent jurisdiction. It is also not disputed that the defendants have not even whispered the so-called compulsive circumstances under which they had signed the consent terms. There is no challenge to the consent terms and the decree in terms of the consent terms. Besides, the defendants have more than once signed the consent terms and admitted the decretal amount to be paid to the plaintiffs. The first consent terms are drawn in sufficient details. There are second consent terms which were signed by the defendants in the proceedings which were taken out by them for extension of time to make payment in terms of the first consent terms. In the correspondence I saw, they had agreed to pay the amount under the decree. It

was a letter written by the learned Advocate for the defendants and not by anyone else. No other circumstances or factors are put forth before me to enable me to lift the veil of the decree and to enter its back-yard. A very crucial and important fact cannot be forgotten by me that there were two consent terms admitting the liability to pay to the plaintiff. In these circumstances, it is not at all open to me sitting as an Executing Court to question the consent decree on the points raised by the learned Counsel for the applicant.

6. Shri Diwan has also relied upon a judgment of the Supreme Court in the case of *Sunder Dass v. Ram Parkash*, which is on the point of executability of a decree and the duty of the Executing Court. It was on the point of nullity of a decree and the Executing Court can refuse to execute such a decree which is challenged being null and void. I am afraid this judgment also does not help the case of the defendants as admittedly the decree is not challenged as null and void.

7. As far as the point of registration of consent decree is concerned, there is no dispute that the suits were money suits and the decree was a money decree. In the compromise filed by the parties, the flat which stood in the joint name of the husband and wife, the defendants had given as a security by them to the plaintiff to realise the decretal amount. A similar situation had arisen in the case before the learned Single Judge of Orissa High Court in the case of *Prafulla Chandra Deo v. Kasinath Misra*, relied upon by Shri Mehta for the plaintiff. The learned Judge has discussed the relevant provisions of the Registration Act and has observed as under :-

"..... Held that by the said averment the property specified in the compromise petition was not affected in any manner so as to come within any of the several clauses in Section 17(1) of the Registration Act and therefore the decree did not require registration u/s 17. The said averment was made only for the purpose of facilitating the execution of the decree by supplying advance information about a property which was available to be sold for the purpose of realising the balance of decretal dues, it could not be said that thereby an agreement regarding that property was made so as to affect that property in any manner. The statement regarding immovable property in the decree in question was merely a reiteration of the decree holder's legal right to put the judgment debtor's property to sale. That being so, it was not necessary for the decree holder to Institute a separate suit to enforce the terms of the said decree, and the said decree could be executed straightaway in accordance with law without instituting a separate suit on that decree."

I am in respectful agreement with the said judgment of the learned Judge of the Orissa High Court. In our case, by consent the defendants had agreed to give their own flat as security in case, they fail to make payment of the decretal amount. The circumstances mentioned in the consent terms are clear enough that if the defendants fail to make payment of the decretal amount, the plaintiffs would be entitled to sell the flat under question. The flat was mentioned only as a part of the security for the suit claim and the decree did not create any right,

title or Interest in favour of the plaintiff in the said flat. The right, title and interest of the defendants are not adversely affected in the consent terms and if they honour the decree, the flat would be untouched. This circumstance was not present in any of the judgments cited by the learned Counsel for the defendants. According to me, therefore, the consent decree did not require registration u/s 17 of the Registration Act. The result would have been otherwise, if in the consent decree the flat was offered to the plaintiff in lieu of the decretal amount in full and final settlement of the suit claim. In such circumstances, such a decree would surely have required registration before it could be put for execution. If the parties by consent indicate or mention some immovable properties as security for the decretal amount, such a decree, according to me, would not require registration u/s 17 of the Act.

Shri Mehta also cited a Division Bench of the Madras High Court in the case of M. Pappu Reddiar v. Amaravathi Ammal and Ors., has given broader interpretation of the words "the subject matter of the suit" in Section 17(2)(vi). The Division Bench has summarised the entire law on the point in the following two paragraphs which are reproduced hereinabove for ready reference :-

"Para 5:- Hemanthakumari Debi v. Midnapur Zamindari Co. Ltd., held that consent decrees did not require registration even if they included immovable property not the subject matter of the suit. Section 17(2)(vi) of the Indian Registration Act was, therefore, amended in 1929, so as to confine the exemption from registration to consent decrees restricted to the subject matter of the suit. After the amendment, a consent decree comprising of immovable property not the subject matter of the suit or proceeding requires registration. But the Courts below were of the view, and we think right, that in the instant case, although the properties in dispute in O. S. No. 76 of 1948, nevertheless, they should be regarded as the subject matter of that suit, inasmuch as their allotment to one or the other of the plaintiffs in the suit was inseparable from the other provisions of the compromise decree and constituted part of the consideration for the compromise. We think that this is a correct view to take. The words "the subject matter of the suit" in Section 17(2)(vi) cannot be read as subject matter of the plaint nor even as subject matter in dispute in the suit or proceeding. If the consent decree or order in the suit or proceeding covered the property, although it was not in the plaint or in dispute, such property constituting, as it does, an inseparable part of the consideration for the compromise, may well, in our view, be regarded as the subject matter of the suit. This is because the decree passed on the basis of the compromise cannot stand without that property. If by the amendment it was intended that if the property was not in the plaint schedule, the consent decree should not be exempted from registration, we are afraid the phraseology actually employed by Section 17(2)(vi) has failed to achieve the objective. We are aware that the extended scope we have given to the expression "subject matter of the suit" may narrow down the scope of the exclusion from exemption from registration under that provision. In Govindaswami Mudaliar v. Rasu Mudaliar, there was an

attachment before judgment in a suit to recover money. When the relative application came up for final disposal, there was a compromise on the basis of which a decree followed. It provided for payment of the amount claimed in the suit on certain terms and the decree debt was made a charge over the properties which had been earlier attached. Venkatasubba Rao. J. held that the property was the subject matter of the proceeding within the meaning of section 17(2) (vi). We are in respectful agreement with this view of the scope of the expression "subject matter of the suit or proceeding" in that section. This view is also justified by the approach in *Ramdas Sah v. Jagannath Prasad*,. On that view it follows that the plaintiffs claim based on want of registration of the compromise decree, fails.

Para 6 :- Even on the assumption, that the compromise decree in O. S. 76 of 1948 required registration, the facts would clearly attract the doctrine of part performance. The compromise decree constituted a contract between the parties for consideration and it was in writing. The Courts below have found, and it is not disputed before us, that the first defendant had taken possession pursuant to the compromise decree, that he has since continued to be in possession and that patta also had been transferred to his name. We think that the compromise decree cannot be viewed as a family settlement. In a family settlement, as pointed out in *Mt. Mahadei Kunwar v. Padarath Chaube*, there is no transfer of property or any right thereto. It merely embodies a settlement between the parties in which the title of the one is acknowledged and recognised by the other. To such a transaction, Section 53-A of the Transfer of Property Act has no application. In this case, the compromise decree was not merely one recognising pre-existing titles but it operated to transfer some of the properties which exclusively belonged to Muthuswami Reddiar, to the first defendant, who had no pre-existing title or claim thereto. It was apparently for this reason the compromise decree was not contended In the Courts below to be a family settlement."

I am in respectful agreement with the ratio laid down by the Division Bench of the Madras High Court. Very often it so happens that when plaint is lodged with certain prayers, the plaintiff might contemplate and anticipate certain events. In reply the defendant might come forward for compromise and offer some immovable property as a security for the plaintiff's satisfaction to resolve the entire dispute. The plaintiff would never anticipate that the defendant would offer some security for the debt in the form of immovable property and therefore, it is but natural that such a property would not find place in the plaint and it would not be the subject matter of the plaint. Taking a broader view of the subject matter of the suit, I hold that it would include the security mentioned in the form of immovable property mentioned in the consent terms or consent decree has to be included under the caption the subject matter of the suit. Therefore, merely because some immovable property which is not mentioned in the plaint and which is not actually the suit property in dispute between the parties cannot be treated as inseparable from the suit. What is contemplated in Section 17(2) of

the Registration Act as the immovable property to be the subject matter of the suit is the property over which there is a dispute between the parties and not the property which is offered as a consideration for compromise between the parties, In our case, the flat was offered by the defendants as a security to the plaintiff, and therefore, it has got to be regarded as the subject matter of the suit and therefore, the decree in terms of the consent terms need not be registered as required u/s 49 of the Registration Act.

8. The third judgment relied upon by Shri Mehta is of a learned Single Judge of the Punjab and Haryana High Court in the case of Khushal Singh v. Devinder Nath and Ors., The learned Judge has observed as under :-

"Once a decree or an order based on a compromise referred to in the judgment or decree is deemed to have embodied the compromise also then that shall also be exempted from registration as has been held in Fazal Rasul Khan's case AIR 1944 Lah. 394."

In the aforesaid circumstances. I am not able to agree with the submissions of Shri Diwan the learned Counsel for the applicants that the decree is not enforceable and is unexecutable as the same was not registered.

9. The next point which was stressed by the learned Counsel for the defendants is the excessive decretal amount. According to him, if the plaintiff had succeeded wholly in his suits he would have got only a sum of Rs. 2.90 Crores with interest on principal amount of Rs. 1.44 Crores and nothing more.

10. I am not at all impressed by this submission as there is nothing on record to show that there were any compulsive circumstances or coercive forces which led the defendants to sign the consent terms. There is not even a whisper on record anywhere. It is to the contrary that the defendants have further admitted and agreed to pay the decretal amount by installments and they had actually paid Rs. 1.5 Crores by signing a second consent terms. The consideration of Rs. 4.5 Crores was in all the three suits and it is possible that taking a overall view both the sides had agreed to that figure. A whisper of some coercion against the plaintiffs is totally unfair as there is absolutely no foundation anywhere and no opportunity for the plaintiff to meet such unfounded allegation. I, therefore, do not find any substance in this point canvassed by the learned Counsel.

11. Thirdly, Shri Diwan has submitted that we have to construe the decree and the clauses of the consent terms separately. According to him, if clause 9 was resorted to by the plaintiff, in that case he was estopped from entering into clause 10. According to him, if the plaintiff were to resort to clause 10, then it was open to him to resort to clause 9, I fail to understand the logic underlying this submission. All the clauses in the consent terms are to be read together and they cannot be construed by applying the principles of interpretation of statutes. Clause 9 is absolutely clear and even clause 10 is equally simple. If by sale of the property as contemplated under clause 9, the decree is satisfied and if any balance remains that will have to be reverted back to the defendants and if there

is any short fall that will have to be recovered by resorting to clause 10 of the consent terms. Both are not mutually exclusive but they are to be read together in aid of each other. I do not find any substance in such jugglery tried to be made out by the learned Counsel for the defendants.

12. The last point which was urged by Shri Diwan is in respect of interest. It is submitted that interest is claimed on the decretal amount of Rs. 4.5 Crores and not on the principal amount of Rs. 1.44 Crores. I do not find any substance in this contention also. Both the parties have signed consent terms concisely and after understanding the same with the help of their respective Advocates. The amount of interest payable by the defendants was agreed and now the defendants cannot blackout on one or the other ground. I do not find any substance in the submissions of the learned Counsel for the defendants.

13. Shri Mehta has rightly pointed out that the present chamber summons is totally misconceived and is not maintainable. According to him, Article 59 of the Limitation Act would apply for cancellation of the decree. The present chamber summons is filed beyond the period of three years, therefore, it cannot be entertained. Similarly Shri Mehta has further relied upon the provisions of Review under Order 47 of the CPC read with Article 124 of the Limitation Act. The period to correct the mistake or error in the decree by filing a review petition is 30 days from the date of decree. The present chamber summons is hopelessly time barred. Shri Mehta has relied upon the following judgements :-

(a) Sunder Dass Vs. Ram Prakash, wherein the scope of interference by the Executing Court is laid down. It is restricted to the cases of lack of jurisdiction on the face of it and not by process of investigation. Shri Mehta, has rightly pointed out that there is no challenge to the consent decree, on the ground of nullity and therefore, this Executing Court cannot go beyond and behind the decree. It is not contended on behalf of the defendants that there was lack of jurisdiction in granting the decree in terms of consent terms.

(b) Vasudev Dhanjibhai Modi Vs. Rajabhai Abdul Rehman and Others, .

14. Shri Mehta has further drawn my attention to Section 145 of the C. P. C. which provides for enforcement of law of surety. It was submitted by Shri Mehta that in the consent terms the flat was given as security and the flat, therefore, can be sold to realise the decretal amount. He has also pointed out that u/s 51 of the C. P. C. the decree will have to be executed as prescribed. In the present case, the decree has to be enforced as against the flat given as security in the consent terms and that can be done only by sale of the said flat. Shri Mehta has further sought support from Section 94(d) and also Section 96(3). It would be the travesty of justice to accept the case of the defendants that the decree should not be allowed to be enforced or executed in accordance with the consent terms. According to me, it is too late a stage to refuse to enforce or execute the decree in the sense that there has been part performance on the part of the defendants to satisfy the decree. The defendants have paid a sum of Rs. 1.50

Crores after admitting the decretal amount. Merely because they have been creating obstructions after obstructions and merely because sale of flat is postponed for one or the other reason, they cannot succeed by taking out such frivolous and vexatious proceedings to stall enforcement or execution of the decree in terms of the consent terms. No doubt, they have succeeded in prolonging the sale of the flat and execution of the decree.

15. In the aforesaid circumstances, I do not find any merits in the present chamber summons which I hold to be a proceeding, frivolous and vexatious one and in sheer abuse of the process of law, resorted to by the defendants. The chamber summons is dismissed with costs which is quantified at Rs. 25,000/- payable by the defendants-applicants jointly to the plaintiff.

16. C. C. expedited. All concerned to act on a copy of this order duly authenticated by the Chamber Registrar.