

(2011) 02 DEL CK 0371

In the Delhi High Court

Case No : R.A. No. 9418 of 2010 and I.A. No's. 9419 and 9420 of 2010 in CS (OS) 2366 of 2007

Bhagwan Mahaveer Educational Society (Regd.) and Others

APPELLANT

Vs

Mr. Rajesh Jindal and Others

RESPONDENT

Date of Decision : 03-02-2011

Acts Referred:

Civil Procedure Code, 1908 (CPC) — Order 39 Rule 1, Order 39 Rule 2, Order 39 Rule 3, 151

Citation : (2011) 122 DRJ 513 : (2011) 2 ILR Delhi 398

Hon'ble Judges : S. Ravindra Bhat, J

Bench : Single Bench

Advocate : Neeraj Grover, for the Appellant; Nemo, for the Respondent

Final Decision : Dismissed

Judgement

S. Ravindra Bhat, J.—This order will dispose of three applications preferred by two of the Plaintiffs, claiming review of an earlier order dated 19th May, 2010, which had finally disposed of the suit. The two other applications, seek condonation of delay in filing the review petition, and an ad-interim direction.

2. Brief facts, for the purpose of this suit, are that the first Plaintiff claims to be a registered society; the second Plaintiff claims to have been its president, and the other two Plaintiffs, its members, as well as office bearers of the governing council of the first Plaintiff (hereafter "the society"). The suit claims decrees of declaration, that the second, third and fourth Defendants are not lawfully inducted members of the society. It is alleged that the first Defendant deliberately manipulated and forged the records of the society, to show as if the said three members had been inducted, even though actually the agenda for the relevant meetings never listed any item in that regard, and despite absence of any discussion. It is also alleged that the minutes of meeting of the managing committee were further falsified and manipulated by the first Defendant, to say that the said three Defendants had been accepted as members, and had even

attended later meetings in February 2007. The suit alleges that the first Defendant sought to circulate an agenda, by which a general meeting of the society was purportedly called, and elections were held on 2-4-2007. The Plaintiffs further argue that the second Plaintiff sent a notice on 20th March, 2007, and followed it up with notices published in the newspapers, cautioning that no such general meeting and elections could be held. The suit alleges that despite these, the first Defendant held out that a meeting was held on that date, and election of office bearers of the society had taken place. The suit also urges that the first Defendant thus usurped the society, claiming to be its President, and started manipulating its records, and even operating bank accounts, which is contrary to the Rules and Regulations as well as constitution governing the society. On these averments, the Plaintiffs claim the relief's sought in the suit. Consequential injunctions mandatory and perpetual are sought to the effect that the elections held on 2-4-2007 are void and illegal.

3. The Defendants had resisted the suit, contending that the second, third and fourth Defendants were validly inducted, and with full knowledge of the Plaintiffs. It is submitted that their induction was also intimated to the fifth Defendant, i.e. the Registrar of Societies; a copy of the return filed in this regard with the fifth Defendant, is relied on. The written statement also submits that the society was in need of money and security for the purpose of a land purchase transaction, and received finance from a public sector bank. At that stage, the first and second Defendants granted personal guarantees for huge amounts. The second Plaintiff is aware of these and has at no stage disclaimed that the society is beneficiary of the said collateral security, for purchase of land. In these circumstances, to say that the second, third and fourth Defendants were never made members is incorrect.

4. After summons were issued, and the pleadings were completed from time to time, the Court considered submissions on 19th May, 2010, and disposed of the suit finally, recording as follows:

CS(OS) 2366/2007 and IA Nos 14578/2007 (under Order 39 Rules 1 and 2 CPC), 1549/2010 (under Section 151 CPC by Plaintiff), 1550/2010 (under Section 151 CPC by Plaintiff), 2372/2010 (under Section 151 CPC by Defendant nos. 1, 3 and 6)

It is an admitted fact that Plaintiff No. 1 which is an educational society has, at the moment, 11 members. The list of members is indicated at Page 51 of the documents filed by the Plaintiffs. The objection of the Plaintiffs is to the persons whose names appear at Serial Nos. 9, 10 and 11 in the list set out at Page 51 (i.e., Defendant Nos. 2 to 4). It is also not disputed by both counsels that elections to the society i.e., Plaintiff No. 1 are now overdue since the term of the Governing Body ended in April, 2010. The peculiarity of this case is that the members of the society whether they are 8 or 11 are also the persons who get appointed to various posts in the society. The warring groups, i.e., the Plaintiffs as well as the Defendants are willing to amicably settle the disputes on the

following terms:

(i) Fresh elections will be called within 15 days from today. The elections will be held within 15 days thereafter.

(ii) Since there is no dispute as regards membership of Plaintiff nos 2 to 4, it is agreed that after the elections are held, Plaintiff No. 2 will be offered the post of vice- president while Plaintiff No. 4 shall continue as member of the governing body.

(iii) The elections shall proceed on the basis of the list of eleven (11) members as set out at Page 51 of the documents.

(iv) The Defendants shall give inspection of all documents and books of Plaintiff No. 1 on demand by Plaintiff Nos. 2 to 4.

Mr Garg, the learned Counsel for the Plaintiffs says that Plaintiff nos 2 and 4 shall Stand for the post(s) which are being offered under this agreement. The entire process shall be completed within six weeks from today. Mr Garg says that in view of the terms of settlement as indicated hereinabove, he does not wish to press the suit any further. The suit is disposed of accordingly on the terms, indicated hereinabove. All the pending applications are also stand disposed of.

5. It appears that after the suit was disposed of, an appeal was preferred before the Division Bench, being RFA (OS) 58/2010, claiming that the order was passed upon the statement of Defendants' counsel, who had no instructions or authority in that regard. The appeal was subsequently permitted to be withdrawn by the Division Bench on 02.07.2010. The Division Bench, in its order listed the names of the successful candidates on the basis of the report of the Local Commissioner appointed by the Court and also required that the report of that Commissioner ought to be made available to this Court in the event the Appellants/Defendants preferred a review petition.

6. In these circumstances, the second and fourth Plaintiffs have filed a review petition, being R.A. 9418/2010, along with an application for condoning the delay in filing it (I.A. No. 9419/2010), and an application for claiming interim directions (i.e. I.A. No. 9420/2010). The review Petitioners submit that they did not authorize their counsel to dispose of the suit in the manner indicated in the order dated 09.05.2010. The Petitioners contend that they were informed by their counsel that while arguments were being addressed, the Court had enquired from counsel for the parties whether the disputes could be amicably settled and in this background some proposals and counter-proposals were exchanged. The review Petitioners further state as follows:

XXX XXX XXX ...It was further informed that all this while the Ld. Counsel appearing for the Plaintiffs was under an impression that this Hon"ble Court was merely recording the proposals for arriving at an interim arrangement in the matter and that the counsels would be granted time to put such proposals for consideration before their respective clients.

5. That it was also informed that during the aforesaid process of recording the broad proposals in the order, as soon as the Ld. Counsel for the Plaintiffs realized that this Hon"ble Court had proceeded to dispose off the entire suit proceedings, he objected to the same but his objections were not taken note off by this Hon"ble Court and he was advised to take appropriate legal remedies as may be available under the law as the order had already been dictated.

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7. The present review petition was filed on 16.07.2010. The Defendants/review Petitioners also are now being represented by another counsel, Sh. Neeraj Grover; their instructions to the counsel who was originally present in the Court on 19.05.2010, i.e. Sh. S.C. Garg has been withdrawn. When the review petition, with the accompanying applications were placed before the Court, Rajiv Shakhder, J who had disposed of the suit recorded, on 27.07.2010, in the light of the submissions and averments made by the review Petitioners, as follows:

XXX XXX XXX On perusal of the application, I find that averments have been made in Paragraphs 4 and 5 by which it is sought to contend, that the counsel for the Plaintiff who was then engaged in the matter was under the impression that an interim arrangement was being made in the matter, and that as soon as the learned Counsel realized that the matter was being disposed of in its entirety, "...he objected to the same but his objections were not taken note of by this Hon"ble Court and he was advised to take appropriate legal remedies as may be available under the law as the order had already being dictated...

Ordinarily, as is the practice, a Review Application is heard by the Judge who passed the original order. I would have done the same. However, in the instant case, given the assertions made in Paragraphs 4 and 5, in my view, this application ought to be heard by another Judge.

I may only record (since this information is not in the knowledge of Mr. Neeraj Grover, Advocate who appears for the Plaintiff presently) that on the date when the suit was disposed of Mr. Shiv Charan Garg was present in Court with another gentleman with whom he was consistently in confabulation. As a matter of fact, when proposals and counter proposals were made, counsel for both parties stepped out of the Court to consult. I had no reason to believe that the Plaintiff's counsel had no instructions in the matter. I do not wish to deliberate any further on this aspect, as this is facet which, the judge dealing with this application will perhaps allude to.

Consequently, the matter be placed before another Judge on 28.07.2010, subject to the orders of Hon"ble Judge In charge, Original Side.

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8. In these circumstances, the review petition along with connected applications were placed before this Bench, and arguments were eventually heard on behalf of the parties.

9. The review Petitioners urge that by virtue of provisions contained in Order 23 Rule 3 CPC, this Court ought not to have recorded the compromise as it did by the order dated 19.05.2010. It is submitted that the order has the effect of completely foreclosing any adjudication upon the issue of legality of the second to fourth Defendants' membership in the Society. Learned Counsel emphasized that this Court, while disposing of the suit in its entirety on 19.05.2010, was apparently under the impression that the relief of mandatory injunction and other similar relief's in respect of the election that took place in 2007 had worked itself out and rendered in fructuous in view of the directions to hold fresh elections. Learned Counsel argued that this impression is erroneous, as is apparent from the face of the record because the Plaintiffs' basic grievance was that the membership of the second, third and fourth Defendants was illegal, and that their participation in the deliberations of the Governing Council or for that matter, their involvement in the Society itself lacked legal sanction. Learned Counsel relied upon the judgment of Supreme Court reported as Gurpreet Singh Vs. Chatur Bhuj Goel, and argued that the provisions of Order 23 Rule 3 CPC are mandatory and do not admit of any deviation or exception. If the Court has to record a compromise, the same has to be in the form stipulated by those provisions or not at all. It is submitted that the subsequent judgment of the Supreme Court reported as Pushpa Devi Bhagat (D) th. LR. Smt. Sadhna Rai Vs. Rajinder Singh and Others, has also highlighted the need to adhere to the standards prescribed by the provisions of the CPC.

10. The Defendants submit that the review petition is misconceived and a clear afterthought. It is submitted in this regard that not all the Plaintiffs are parties to the review proceedings, and have supported it. Learned Counsel points out that the third Plaintiff has accepted the order of 19.05.2010. It is also stated that the second Plaintiff, Sh. Sushil Kumar Jain was aware of the order and in fact had written to the Election Officer appointed by the Court on 04.06.2010, complaining that the nomination submitted by one of the Respondents/ Defendants, i.e. Smt. Rekha Jindal had to be verified vis-?-vis its genuineness. The said letter has been placed on the record and reads as follows:

XXX XXX XXX To,

Shri S.M. Aggarwal,

Kothi No. 15, Banarsi Dass Estate,

Timarpur, Delhi.

Dear Sir,

I, Sushil Jain, who submitted the nomination paper for the post of President of the above named society on 01-06-2010 submit as follow for your kind perusal.

That Smt. Rekha Jindal also submitted her nomination paper for the post of President at about 5.00 P.M. on 02-06-2010. The signatories to Smt. Jindal's nomination form are (i) Shri Kanak Mal Saklech and (ii) Shri Mahendra Pal Jain.

Both these persons live at a for distant place from Delhi.

In this context I am to state that I apprehend that the signatures of both these persons, on the nomination form of Smt. Rekha Jindal do not seem to be genuine, as these persons were not available at Delhi as per my information during these two days i.e. on 1st & 2nd June 2010. I, therefore, request your good self to please verify the genuineness of the signatures of these two persons from any authority as you find suitable for verification for your satisfaction and for my satisfaction as well.

I shall be grateful if you could kindly spare some of your time in getting the needful done at your earliest.

Thanking you an anticipation,

Yours truly,

Sd/-

(Sushil Jain)

B-270, Yojana Vihar,

Delhi-110092

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11. It is also submitted that the said Smt. Rekha Jindal's nomination was in fact rejected on the ground that even though she held herself out as a candidate, at the same time she seconded the nomination of the second Plaintiff, which rendered her candidature invalid.

12. Learned Counsel for the Defendants argued that the pleadings on record also disclose that the Society had to purchase some land and was in need of funds, and therefore, approached the Punjab National Bank, Khanpur Branch for a loan of Rs. 10 crores. Learned Counsel further stated that both the first and second Defendants had, at that time, signed the bank documents and even provided the bank guarantee for return of the advance. These clearly reveal that the said Defendants, along with other contesting Defendants (Nos. 3 and 4) were at all material times acting as members of the Society and the Plaintiffs (including the review Petitioners) were fully aware not only of their induction but also had their assent. The Defendants/opposite parties also point that the last date for filing nomination was 02.06.2010 and the election was actually held on 13.06.2010. They argued that the whole idea of challenging the 19th May, 2010 order is a deliberate and calculated move thought of after the election proceedings and results were apparent.

13. The Defendants lastly rely upon the reply to an RTI query given to them on 23.07.2010 by the Public Information Officer (PIO) of this Court. It is submitted

that the query pertained to which persons had been issued with Passes for entering into the High Court compound to attend the case on 19.05.2010. The reply to the query disclosed that the fourth Plaintiff had been issued a Pass. The relevant question and reply are extracted below:

XXX XXX XXX SI. No. Questions Reply 1. Names, address and other details of the persons in whose name Gate passes were issued for entering into the High Court Compound in titled as Bhagwan Mahavir Education v. Rajesh Jindal CS(OS) No. 2366/2007 listed before Hon"ble Mr. Justice Rajiv Shakdhar (Court No. 20) at item No. 4, on 19.05.2010; (1) Sh. P.P. Jain, S/o Late D.C. Jain, age-74 years, R/o Flat No. 10, Brotghers CGHS, 16, I.P. Extn., Delhi - 92.

(2) Sh. Jogi Ram Jain, S/o K.L. Jain, age-59 years, R/o 20/7, Shakti Nagar, Delhi;

(3) Sh. Dinesh Kumar Jain, age 44 years, S/o Sh. Raj Kumar Jain, r/o GPMCE, Budhpur, Delhi;

(4) Sh. Rajesh Mittal, age-46, S/o Sh. Ishwar Chand Mittal, r/o GPMCE, Budhpur, Delhi applied for the visitors" passes for appearance in Court No. 20, Item No. 4 on 19.05.2010.

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14. The circumstances of this case clearly point to the fact that the Court in fact went by the statement of counsel, who were authorized to make submissions and if necessary, record the concessions on behalf of their clients. Learned Counsel relied upon the judgment reported as D.P. Chadha Vs. Triyugi Narain Mishra and Others, and contended that it had noticed the previous judgment, i.e. Byram Pestonji Gariwala v. Union Bank of India and Ors. JT 1991 (4) SC 15 and also spoken about the implied authority of the counsel to compromise or agree to the matter relating to the parties. The judgment of the D.P. Chadha case (supra) pertinently reads as follows:

XXX XXX XXX 17. Byram Pestonji Gariwala Vs. Union Bank of India and others, is an authority for the proposition that in spite of the 1976 Amendment in Order 23 Rule 3 of the CPC which requires agreement or compromise between the parties to be in writing and signed by the parties, the implied authority of Counsel engaged in the thick of the proceedings in court, to compromise or agree on matters relating to the parties, was not taken away. Neither the decision in Byram Pestonji Gariwala nor any other authority cited on 8.4.1994 before the trial court dispenses with the need of the agreement or compromise being proved to the satisfaction of the court.

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15. Learned Counsel also relied upon the judgment of this Court in Archies Greetings and Gifts Limited Vs. Garg Plastic, . In the said ruling, this Court had noted as follows:

XXX XXX XXX ...No doubt the judgments in Gurpreet Singh Vs. Chatur Bhuj Goel,

which is a judgment rendered by 2 Hon''ble Judges as well as Banwari Lal's judgment {(supra) (of 2 Hon''ble Judges)} hold that when a compromise is entered into during the hearing of a suit or appeal there is no reason why such a compromise should not be reduced in writing and signed by the parties. However, D.P. Chadha's case is a judgment of 3 Hon''ble Judges as contrasted with Gurpreet Singh and Banwari Lal's cases which decisions were rendered by two Hon''ble Judges and D.P. Chadha's case clearly explains Byram Pestonji Goriwala's case (supra) and construes it to hold that in spite of the 1976 amendment to Order 23 Rule 3 requiring the agreement or compromise to be in writing, the implied authority of counsel engaged is the thick of proceedings in Court, to compromise or agree on matters relating to parties was not taken away. I am fully bound by the view taken by three Hon''ble Judges in DP Chadha's case. Consequently, the plea by Shri Tripathi that the view taken by the decision of the Supreme Court in Gurpreet Singh's case lays down the correct interpretation of Order 23 Rule 3 CPC cannot prevail. I have no doubt that but for the judgment of the Hon''ble Supreme Court in D.P. Chadha's case, the Respondent/review Petitioner was fully entitled to succeed on the basis of Gurpreet Singh's and Banwari Lal's judgment.

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16. The above discussion would reveal that the Plaintiffs had sought for declaration and permanent injunction that some of the Defendants, i.e. Nos. 2 to 4 were not validly inducted members and further that the election held in March-April 2007 was invalid. Consequently they had alleged that the first Defendant had usurped office and had no lawful authority to hold himself out as President and the other Defendants were likewise to be restrained from representing that they were members of the Society. Crucially, the Plaintiffs had also sought for a mandatory injunction and other allied consequential relief's in respect of the elections and other actions taken pursuant to it after April 2007.

17. During the course of the proceedings, the Court noted on 19.05.2010 that the parties had arrived at an arrangement which would finally end the suit. It proceeded to record the terms of agreement which also included an arrangement for holding of elections in June 2010 under the supervision of an agreed Local Commissioner. The review Petitioners do not dispute or contest the appointment of the Local Commissioner. They, however, argue that the recording of the order dated 19.05.2010 was without their consent and that, their counsel had even protested about the disposal of the suit which was not recorded by the Court.

18. This Court is mindful of the circumstance that not all the Plaintiffs have preferred the present review petition; it is supported by the affidavits of only the second and fourth Plaintiff. Their learned Counsel did not dispute or call into question the argument by the Respondents/Defendants that one of the Plaintiffs, i.e. the fourth Plaintiff was issued with a Pass for attending the Court proceedings on 19.05.2010. However, he had submitted that the said fourth Plaintiff along did not have the authority to instruct the counsel and that at the relevant time, he

had gone outside the Court. Now this Court is of the opinion that if these circumstances about one of the Plaintiffs - who is now a review Petitioner - having attended the Court is correct, it was necessary for him to place all the circumstances on the record. However, no such attempt has been made in the review petition. There is yet one more important aspect which cannot be lost sight of. The counsel, who had appeared and made submissions, recording his consent to the Court for the arrangement indicated in the order dated 19.05.2010 which also disposed of the suit - i.e. Sh. S.C. Garg has not filed his affidavit in support of the review petition. The review Petitioners have also withdrawn instructions from him lends an entirely different perspective to the proceedings because this Court is called upon to judge or determine whether what was recorded on 19.05.2010 was correctly done at the mere asking of a litigant. The least that ought to have been done in the circumstances was to place the affidavit of the concerned Advocate or counsel, who assisted or represented the party seeking the review - a salutary procedure insisted upon by the Supreme Court in the judgment reported as *State of Maharashtra Vs. Ramdas Shrinivas Nayak and Another*, . So far as the arguments made by the rival parties on the merits of the case are concerned, this Court is of the opinion that the same are hardly relevant to adjudicate the review proceedings as what is called into question is the correctness of the procedure adopted rather than the merits of the order. This Court is not sitting in appeal as it were while exercising review jurisdiction.

19. The Plaintiffs/review Petitioners had heavily relied upon the ruling in *Gurpreet Singh (supra)* to contend that the provisions of Order 23 Rule 3 admit of no exception and that a compromise between the parties has to conform to the letter, spirit and form indicated in those provisions. Any decree or order made contrary to those provisions - regarding compromise would not be binding and ought to be recalled or withdrawn. They had also relied upon the ruling in *Pushpa Devi Bhagat (supra)*.

20. Whilst there can be no two opinions about the effect of what was cited in the judgment in *Gurpreet Singh (supra)*, at the same time, this Court is mindful that the subsequent ruling in *D.P. Chadha (supra)* was rendered by a larger Bench of three Judges. That three Judge ruling had also taken note of the intervening decision in *Byram Pestonji Gariwala (supra)* which indicated that the counsel's implied authority to compromise a dispute comes in the thick of the proceedings and cannot be interfered with lightly. In the opinion of this Court, the ruling in *Pushpa Devi Bhagat (supra)* does not in fact support the Plaintiffs/review Petitioners' case; a careful reading of that decision in paras 24, 25 indicates that in fact the Court upheld the consent decree drawn by the Court below.

21. The judgment in *Pushpa Devi Bhagat (supra)* pertinently notes as follows:

XXX XXX XXX The question whether "signed by parties" would include signing by the pleader was considered by this Court in *Byram Pestonji Gariwala Vs. Union Bank of India and others*, with reference to Order 3 of CPC:

30. There is no reason to assume that the legislature intended to curtail the implied authority of counsel, engaged in the thick of proceedings in court, to compromise or agree on matters relating to the parties, even if such matters exceed the subject matter of the suit. The relationship of counsel and his party or the recognized agent and his principal is a matter of contract; and with the freedom of contract generally, the legislature does not interfere except when warranted by public policy, and the legislative intent is expressly made manifest. There is no such declaration of policy or indication of intent in the present case. The legislature has not evinced any intention to change the well recognized and universally acclaimed common law tradition...

XXX XXX XXX 38. Considering the traditionally recognized role of counsel in the common law system, and the evil sought to be remedied by Parliament by the CPC (Amendment) Act, 1976, namely, attainment of certainty and expeditious disposal of cases by reducing the terms of compromise to writing signed by the parties, and allowing the compromise decree to comprehend even matters falling outside the subject matter of the suit, but relating to the parties, the legislature cannot, in the absence of express words to such effect, be presumed to have disallowed the parties to enter into a compromise by counsel in their cause or by their duly authorized agents...

39. To insist upon the party himself personally signing the agreement or compromise would often cause undue delay, loss and inconvenience, especially in the case of non-resident persons. It has always been universally understood that a party can always act by his duly authorized representative. If a power-of-attorney holder can enter into an agreement or compromise on behalf of his principal, so can counsel, possessed of the requisite authorization by vakalatnama, act on behalf of his client.... If the legislature had intended to make such a fundamental change, even at the risk of delay, inconvenience and needless expenditure, it would have expressly so stated.

Emphasis supplied

The above view was reiterated in Jineshwardas (D) through L.Rs. and Others Vs. Smt. Jagrani and Another, . Therefore, the words "by parties" refer not only to parties in person, but their attorney holders or duly authorized pleaders.

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22. Before parting, it would be appropriate to extract the following observations of the Supreme Court in State of Maharashtra Vs. Ramdas Shrinivas Nayak and Another, :

XXX XXX XXXthe Judges" record was conclusive. Neither lawyer nor litigant may claim to contradict it, except before the Judge himself, but nowhere else. The court could not launch into inquiry as to what transpired in the High Court.

The court is bound to accept the statement of the Judges recorded in their judgment, as to what transpired in court. It cannot allow the statement of the

Judges to be contradicted by statements at the Bar or by affidavit and other evidence. If the judges say in their judgment that something was done, said or admitted before them, that has to be the last word on the subject. The principle is well settled that statements of fact as to what transpired at the hearing, recorded in the judgment of the court, are conclusive of the facts so stated and no one can contradict such statements by affidavit or other evidence. If a party thinks that the happenings in court have been wrongly recorded in a judgment, it is" incumbent, upon the party, while the matter is still fresh in the minds of the Judges, to call attention of the very judges who have made the record to the fact that the statement made with regard to his conduct was a statement that had been made in error. That is the only way to have the record corrected. If no such step is taken, the matter must necessarily end there.

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23. It has been noted that no attempt has been made by the Plaintiffs - not all of whom have supported the present review petition - to establish that what was recorded was without authority of their counsel. The Plaintiffs have calculatedly changed the counsel; their previous counsel has not stepped forward and deposed or made any statement in support of the averments in the review proceedings. Furthermore, the basis upon which the review proceeding has been moved is without any formal foundation. In fact, the averments made in paragraphs 4 and 5 of the review petition and apparently submissions made before the Court on 27.07.2010 were of such nature and character as to persuade the learned Judge who was hearing the petition, i.e. Rajiv Shakhder, J., not to proceed with the matter and list it before the present Bench. This conduct of the review Petitioners cannot also be left without comment. The statements and submissions made by the parties, and more importantly so by their counsel have to be made with responsibility and with sense of propriety and not with a view to question institutional integrity as has been attempted during the present petition.

24. The preceding discussion convinces this Court that the review petition and the allied applications are neither legally sound nor are with any factual foundation. For these reasons, the Review Petition, being R.A. No. 9418/2010 and applications, being I.A. Nos. 9419/2010 and 9420/2010 have to fail; they are accordingly dismissed.