
(2010) 04 AP CK 0083

In the Andhra Pradesh High Court

Case No : Second Appeal No. 300 of 1997

Boddu David Satyanandam

APPELLANT

Vs

Bussa Chandra Paul and L. Veera Shankar Rao

RESPONDENT

Date of Decision : 30-04-2010

Acts Referred:

Civil Procedure Code, 1908 (CPC) — Order 41 Rule 31, 100, 16

Citation : (2010) 4 ALT 705

Hon'ble Judges : P.S. Narayana, J

Bench : Single Bench

Advocate : B.V.S. Sivarama Prasad, for the Appellant; P. Gopal Das Respondent No. 1 and Katrapati Satyanarayana Respondent No. 2, for the Respondent

Final Decision : Allowed

Judgement

P.S. Narayana, J.—On 23-1-1998, this Court made the following order:

In view of the substantial questions of law raised under Clauses (a) to (g) of Ground No. 30 of Memorandum of Grounds of Appeal, admit the Second Appeal.

In C.M.P. No. 21707/1997, on 23-1-1998, this Court made the following order:

Interim stay as prayed for until further orders. Notice.

2. The substantial questions of law, on the strength of which the Second Appeal had been admitted as aforesaid, are as hereunder:

(a) Whether the plaintiff who has come to Court with unclean hands can ask for the discretionary relief of specific performance?

(b) Whether the plaintiff is entitled to specific performance of a contract which does not disclose the details of the property sought to be sold and purchased?

(c) Whether the plaintiff is entitled for specific performance of a contract whose terms are not certain?

(d) Whether the plaintiff who has fraudulently obtained Urban Land Ceiling permission from the competent authority by forging the defendant's signature to the application seeking permission, can be granted specific performance of the contract?

(e) Whether the courts below were justified in decreeing the suit for specific performance when the plaintiff as PW-1 admitted in his evidence that "there is no concluded contract between myself and the defendant with regard to the plaint schedule property"?

(f) Whether the courts below were justified in decreeing the suit for specific performance when the plaintiff as PW-1 admitted in his evidence that "At the time when we entered into the agreement we never intended that the agreement should give rise to legal relations"?

(g) Whether the lower appellate Court being the final court of fact erred in not considering any part of the oral and documentary evidence in the case which vitiated the entire judgment?

3. The 2nd respondent - Veera Shankar Rao, was impleaded as 2nd respondent by virtue of an order made by this Court in C.M.P. No. 2424/2008 dated 5-11-2008. It appears, the said Veera Shankar Rao, is the purchaser, pending litigation.

4. Sri Siva Ram Prasad, the learned Counsel representing the appellant had drawn the attention of this Court to the relationship between the parties, pointed out to the respective pleadings of the parties, the evidence available on record and the evidence recorded by both the Courts below and would maintain that the Courts below totally erred in coming to the conclusion that there was a completed contract on the strength of Exs. A-1 and A-2. The learned Counsel had taken this Court through what had been stated in Exs. A-1 and A-2 and would maintain that in the light of the close relationship between the parties, at the best, this may be taken as correspondence, but definitely cannot be taken as concluded contract. The learned Counsel specifically pointed out to the relevant portion of the evidence of PW-1 where there is an admission to the effect that there is no concluded contract. The Counsel also would maintain that ignoring the said admission and decreeing the suit for specific performance definitely cannot be sustained. While further elaborating his submissions, the learned Counsel also had taken this Court through the relevant portions of the evidence available on record and also would maintain that it is highly improbable that in the facts and circumstances the appellant would have signed in all the Ex. X series. The learned Counsel also had drawn the attention of this Court to the evidence of DW-2 in particular in this regard and also pointed out to the portions of the evidence of DW-1 as well. The Counsel specifically further pointed out the way in which the questions had been dealt with by the appellate Court and would comment that this cryptic judgment made by the appellate Court cannot be said to be a judgment in accordance with law made by the first appellate Court since

the first appellate Court is expected to go into the questions of fact and questions of law and is expected to record appropriate findings. While further elaborating his submissions, the learned Counsel also would maintain that the circumstances under which there was no reply may have to be taken into consideration and hence the findings recorded by both the Courts below in this regard also cannot be sustained. The learned Counsel placed reliance on certain decisions to substantiate his submissions.

5. Sri Gopal Das representing the 1st respondent would maintain that the relationship between the parties is not in controversy. Several other facts also are not in controversy. Exs. A-1 and A-2 also are not in controversy. When that being so, in the light of the clear evidence of PW-1, well supported by the evidence of PW-2, the findings recorded by both the Court of first instance and also the appellate Court cannot be found fault. The learned Counsel also would maintain that while confirming the judgment, if the oral and documentary evidence is appreciated by the appellate Court, that is sufficient. The mere fact that reasons given by the appellate Court are brief and short, by that itself it cannot be said that the appellate Court had not appreciated the oral and documentary evidence available on record in proper perspective. The Counsel also laid emphasis on the aspect of non-replying to the notice. The learned Counsel further had taken this Court through the relevant portions of the findings recorded by the Court of first instance and the relevant portions of the findings recorded by the appellate Court as well and would maintain that the inasmuch as concurrent findings had been recorded by both the Courts below, in the light of the convincing reasons recorded by the Court of first instance and also the appellate Court, this is not a fit case to be interfered with in the light of the scope and ambit of Section 100 of the Code of Civil Procedure. The learned Counsel also relied upon certain decisions to substantiate his submissions.

6. Heard the Counsel.

7. As already aforesaid the subsequent purchaser was brought on record on an application made by him in C.M.P. No. 2424/2008 as 2nd respondent. It is needless to say that the subsequent purchaser would be bound by the result of this matter. Be that as it may, the substantial questions of law on the strength of which the Second Appeal had been admitted, already had been referred to above. It is no doubt true that when concurrent findings had been recorded by the Court of first instance and also the appellate Court, this Court to be slow in disturbing such findings in a Second Appeal especially in the light of the limitations imposed on this Court by virtue of Section 100 of the Code of Civil Procedure.

8. The parties hereinafter would be referred to as shown in O.S. No. 386/1986 on the file of District Munsif, Guntur.

9. The 1st respondent in the Second Appellant/plaintiff, filed the said suit on the file of I Additional District Munsif Guntur, for the relief of specific performance on

the strength of Exs. A-1 and A-2. The trial Court, in the light of the respective pleadings of the parties, after settling the Issues, recorded the evidence of PW-1, PW-2, DW-1 and DW-2, marked Exs. A-1 to A-11, Exs. B-1 to B-3. Exs. X-1 to X-7 and ultimately came to the conclusion that in the facts and circumstances of the case, it should be taken that there was a concluded contract and hence the plaintiff is entitled for the relief of specific performance and accordingly decreed the suit. Aggrieved by the same, the matter was carried by way of appeal A.S. No. 17/1992 on the file of IV Additional District Judge, Guntur. appellate Court, after referring to the respective pleadings of the parties, the Issues settled and the findings recorded by the trial Court, having formulated the Point for consideration Whether there are any valid or good grounds or merits, whatsoever to entertain this appeal, recorded reasons in brief at para-10 and ultimately confirmed the decree and judgment of the Court of first instance. Aggrieved by the same, the present Second Appeal had been preferred.

10. In the Grounds of the Second Appeal, Ground No. 3 specifies: The lower Court failed to discharge the duty cast upon it under Order XLI Rule 31 of the Code of Civil Procedure. It is true that this was not formulated as a substantial question of law and it is true that while admitting the Second Appeal, the Second Appeal was admitted by this Court on the grounds which had been already specified supra. Order XLI Rule 31 of the CPC dealing with Contents, date and signature of judgment:

reads as hereunder:

The judgment of the Appellate Court shall be in writing and shall state -

(a) the points for determination;

(b) the decision thereon;

(c) the reasons for the decision; and

(d) where the decree appealed from is reversed or varied, the relief to which the appellant is entitled,

and shall bear the date on which it is pronounced and shall be signed by the Judge or the Judges concurring therein.

Provided that, where the presiding Judge is especially empowered by the High Court, to pronounce his judgment by dictation to a shorthand-writer in open Court, the transcript of the judgment so pronounced shall, after such revision as may be deemed necessary, be signed by the Judge.

11. This Court had carefully gone through the reasons which had been recorded by the appellate Court at para-10. No doubt, the appellate Court in brief, recorded the reasons while confirming the decree and judgment of the Court of first instance. Be that as it may, as already aforesaid, the plaintiff filed the suit for the relief of specific performance pleading as hereunder:

12. The defendant is the owner of the plaint schedule property having purchased the same from Guntur Municipality under a registered sale deed dated 14-12-1962. The defendant offered to sell the same and was negotiating with third parties. Later, the defendant offered to sell the same to the plaintiff for Rs. 10,000/- and wanted the plaintiff to send a demand draft on State Bank, Industrial Estate Branch, Visakhapatnam for Rs. 10,000/- towards the value of the site by his letter dated 23-8-1983. The defendant also expressed that he shall come to Guntur and complete the execution of the sale deed and accordingly the plaintiff sent a demand draft for Rs. 10,000/- towards the full value of the schedule property which the defendant received and acknowledged the same by his letter dated 29-4-1983. The defendant also in his letter stated that he would come before 10-5-1983 and execute a proper sale deed. The defendant could not execute a sale deed as the permission from Urban Land Ceiling authority could not be obtained. Later, on 18-12-1985 the defendant applied for permission under the provisions of Urban Land Ceiling Act and the same was granted by the competent authority-Urban Land Ceiling Authority, Guntur by his letter D.D. No. 315/85-C and the same was handed over to the plaintiff along with the title deed in respect of the schedule property. The defendant was promising to come to Guntur and execute a proper sale deed and the plaintiff was expecting the defendant to come and execute a proper sale deed.

13. It was further pleaded that while so the plaintiff received a letter dated 4-2-1986 from the defendant resiling from the contract and sale wherein the defendant stating that due to change of circumstances the defendant proposes to drop the sale of the schedule property to the plaintiff and the defendant also enclosed a draft for Rs. 13,000/- stating that in addition to Rs. 10,000/- already paid by the plaintiff, the defendant was paying a premium of Rs. 3000/-. It is also further pleaded that the contract of sale was concluded even by 29-4-1983 and the defendant is not entitled to resile from the contract. There are no changed circumstances and it is only of recent increase of prices the defendant had set up a lame excuse to go out of the contract. The plaintiff returned the said draft of Rs. 13,000/- sent by the defendant along with his letter dated 18-2-1986 wherein the plaintiff made it clear that the defendant is bound to execute a sale deed in respect of the schedule property and the plaintiff is not prepared to cancel the agreement and requested the defendant to execute proper sale deed. The defendant received the letter along with bank draft and kept quiet. Having waited, the plaintiff got issued notice dated 28-2-1986 calling upon the defendant to execute a proper sale deed in respect of the schedule property. The defendant received the said notice and kept quiet.

14. It was also further pleaded that the plaintiff is always ready to perform his part of the contract as concluded through correspondence and having paid the full consideration, was eagerly waiting for the defendant to execute a proper sale deed. The defendant has no manner of right to resile from the contract. In view of the attitude taken by the defendant, the plaintiff is constrained to file the

present suit for specific performance of the contract of sale as per letter dated 23-3-1983 and for costs and other reliefs.

15. In the written statement filed by the defendant, it was pleaded that there was no concluded agreement of sale between the parties and the terms of the agreement are not certain. The agreement does not disclose the particular item of the property that was sought to be sold and purchased. The alleged agreement of sale is void and unenforceable and hence the specific performance of said agreement of sale cannot be granted. It was further pleaded that the plaintiff had not come to court with clean hands and hence he is not entitled to the discretionary relief of specific performance. It was further pleaded that it is true that the defendant is the owner of the plaint schedule property but it is false to state that he offered to sell the same to the plaintiff for Rs. 10,000/-. Further it is true that the defendant wanted the plaintiff to send him a sum of Rs. 10,000/- by demand by his letter dated 23-3-1983 but it is false to state that it was asked to be sent towards the value of the plaint schedule site. It was further pleaded that apart from the plaint schedule site the defendant owns two other vacant sites, one adjacent to the plaint schedule site on its West (i.e. plot No. 20) which he purchased it in the name of his mother-in-law in the year 1961/62 and another of an extent of 647.69 sq. meters. = 800 sq. yards approx. near Guntur at Gannavaram which he purchased it in the year 1974. It was from out of this 800 sq. yards of site that the plaintiff requested the defendant to sell to him 250 sq. yards of site and the defendant agreed to oblige him as he was his brother-in-law and as he attended to the sale transaction at the time of its purchase in the year 1974. The defendant never agreed to sell to the plaintiff at any time either the plaint schedule site (i.e., plot No. 20) and the defendant is in possession of the aforesaid properties till date.

16. It was further pleaded that it is true that the plaintiff had sent a sum of Rs. 10,000/- to the defendant by demand draft but it is false to state that it was sent towards the full value of the plaint schedule property. The said amount of Rs. 10,000/- was sent by the plaintiff to the defendant only towards the value of 250 sq. yards of site situate at Gannavaram near Guntur. Further it was pleaded that it is false to state that the defendant could not execute a sale deed as the permission from the Urban Land Ceiling Authority could not be obtained. It is also false to state that on 18-2-1985 the defendant applied for permission to the competent authority. The defendant never applied to the competent authority at any time for permission to sell the plaint schedule site. The application for permission was made by the plaintiff himself without the knowledge and consent of the defendant by forging the defendant's signature to the said application. Further it was pleaded that it is false to state that the permission granted by the ULC Authority was handed over to the plaintiff along with the title deed in respect of the plaint schedule property. The defendant never handed over to the plaintiff either the permission letter or his title deed. The plaintiff managed to take the permission letter from the Urban Land Ceiling office himself. So far as the title deed is concerned, it came into the possession of the plaintiff in the following

circumstances. It was stated that in 1972 the defendant was posted in Madhya Pradesh as Principal of Central Schools. So, at the time of going to Madhya Pradesh, the defendant left his title deeds in respect of the plaint schedule property (i.e., plot No. 21) and the adjacent property (i.e., plot No. 20), his books, some furniture and household articles with his mother-in-law (i.e., the plaintiff's mother), who was living with the plaintiff. In 1975, the defendant's mother-in-law passed away and the aforesaid articles belonging to the defendant which were in the possession of the defendant's mother-in-law came into the possession of the plaintiff. It is thus that the plaintiff came to be in possession of the defendant's title deed in respect of the plaint schedule property but as not as having been given to him in pursuance of the alleged agreement of sale. Not only this sale deed, the sale deeds in respect of the adjacent site (i.e., plot No. 20) and also the site near Guntur at Gannavaram belonging to the defendant and also the other articles referred to supra are also with the plaintiff.

17. Further it was pleaded that the defendant came to know of the details regarding the permission granted by the ULC Authority only after he entered appearance in the suit through his Advocate. Soon thereafter, he addressed a letter to the competent authority informing him that he had not applied for permission to sell the plaint schedule site and that the signatures contained on the application for permission were not his and that they were forged and hence requested the competent authority to cancel the said permission. It was also further pleaded that it is false to state that the contract of sale was concluded even by 29-4-1983 and as already submitted there is no concluded contract of sale between the parties.

18. It was also further pleaded that it is false to state that there are no changed circumstances and that it is only on account of recent increase in prices that the defendant had set up a lame excuse to get out of the contract. Some time after the plaintiff sent the sum of Rs. 10,000/- by draft towards the price of 250 sq. yards of site situate near Guntur at Gannavaram, a road was laid by the Gannavaram Panchayat across the site which the defendant intended to sell to the plaintiff and in doing so an extent of 150 sq. yards of site was taken by the Panchayat for the purpose of the road. The site which then remained was only 100 sq. yards and the defendant thought it was not proper for him to give to ask his brother-in-law to take the remaining 100 sq. yards of site and hence in these changed circumstances he wanted to return to the plaintiff the amount sent by him. Since the plaintiff happened to be his brother-in-law the defendant out of affection added a sum of Rs. 3000/- by way of draft. The plaintiff however did not accept that amount but returned the same. Even now, the defendant is ready and willing to return to the plaintiff the amount of Rs. 10,000/- sent by him. Further it was pleaded that the plaintiff is the defendant's brother-in-law and they are very closely related. The parties never intended to create any legal relations when they entered into the agreement of sale referred to supra. The defendant agreed to sell the site referred to supra only because of his affection for his brother-in-law and not otherwise.

19. Further it was also pleaded that as stated supra, the defendant was transferred to Madhya Pradesh in the year 1972. While he was at Madhya Pradesh the plaintiff requested the defendant to lend him a sum of Rs. 2000/- to purchase a house and the defendant sent him the said amount. Some time later the plaintiff's sister (defendant's sister-in-law) informed the defendant that there was a site for sale near Guntur at Gannavaram adjacent to her own site and enquired if the defendant was interested in purchasing the same. The defendant expressed his desire to purchase the same and wrote to the plaintiff to pay for the said site from out of the sum of Rs. 2000/- advanced to him and take a sale deed in his (defendant's) name for the said site. Even the said sale deed is still with the plaintiff and hence it was in this background that the defendant agreed to sell to the plaintiff the 250 sq. yards of site from out of his 800 sq. yards of site situated near Guntur at Gannavaram and there was absolutely no intention on the part of either of the parties to create legal relations by this agreement.

20. Further it was pleaded that it is false to state that the defendant kept quiet having received the Bank draft and letter dated 18-2-1986. The defendant wrote a detailed reply to the plaintiff on 22-2-1986. Even then the plaintiff got a lawyer notice issued to the defendant reiterating the false allegations made by him. The defendant was at that time very busily engaged in confidential duties as Camp officer/squad officer of S.S.C. and VII class examinations and hence he could not get a proper reply issued to that notice immediately. In the meanwhile the defendant received the summons in the suit and hence he thought that no useful purpose would be served by getting a reply issued then. It was further pleaded that it is false to state that the plaintiff was always ready and willing to perform his part of the contract as concluded through the correspondence and was waiting for the defendant to execute a proper sale deed.

21. It is no doubt true that PW-1 deposed in detail the averments made in the plaint and also explained Ex. A series. In the further cross-examination this witness deposed that at the time they entered into agreement they never intended that the agreement should give rise to legal relations. There is no concluded contract in between himself and the defendant with regard to the plaint schedule property. PW-1 further deposed that he had been working as Vice-Principal, AC College, Guntur since four years and earlier to it he worked as Lecturer in English for 24 years. He further deposed that he attended for Spot Valuation 5 or 6 times till then. He further deposed that he was not given possession of the plaint schedule property by the defendant and that the defendant had been in possession of the plaint schedule property. Further, in re-examination PW-1 deposed that since there is no registration document in his favour, he deposed that there is no concluded contract (The Advocate for the defendant took an objection that there is no ambiguity to put such question in the re-examination. The decision on the objection was reserved till final conclusion of the suit). PW-1 was asked the same question for three times that there is no concluded contract in between the defendant and himself and PW-1 deposed in the affirmative.

22. Certain further admissions made in relation to Ex. X series and the improbability of the availability of DW-1 at the relevant point of time to put signatures in these applications had been argued in elaboration. The evidence of DW-1 and /dW-2 in pr had been pointed out. It is no doubt true that these are all factual aspects and it is also true that both the Courts recorded concurrent findings and granted the relief of specific performance in favour of the plaintiff. Certain submissions were made in relation to the casting of burden as well. It is needless to say that the plaintiff approached the Court praying for the relief of specific performance has to establish his case and further it is also needless to say that such parties approaching the Court for the relief of specific performance may have to approach the Court with clean hands. It may be that the findings recorded by the Courts below relating to the burden of proof may fall into insignificance since on appreciation of other evidence as well, the findings had been recorded. Relating to the non-issuance of reply as well, certain submissions had been made.

23. Sri Gopal Das, the learned Counsel representing the 1st respondent/plaintiff strongly relied on *Chapala Hanumaiah v. Kavuri Venkateswarlu* 1971(1) An.W.R. 65 . However, Sri Ram Prasad, the learned Counsel representing the appellant/defendant strongly relied on the decision of the Division Bench in *Manepalli Udaya Bhaskara Rao Vs. Kanuboyina Dharmaraju*, Reliance also was placed on *G. Rosaiah Vs. C. Balarami Reddy and Another*, wherein it was held that in a suit for specific performance u/s 16 of the Act, it is not obligatory to decree the specific performance and it always one of discretion and the discretion has to be exercised carefully with circumspection, on sound and reasonable grounds guided by judicial principles. Further strong reliance was placed on *Mayawanti Vs. Kaushalya Devi*, wherein it was held that there must be a valid and binding contract between the parties in respect of which parties should be consensus ad idem and the burden of proof is on the plaintiff seeking specific performance of the contract and the opposite party may take any defence available under law.

24. Reliance also was placed on *Lourdu Mari David and others Vs. Louis Chinnaya Arogiaswamy and others*, wherein the Apex Court emphasised the discretionary power of the court to grant the decree for specific performance of agreement of sale and had laid down certain guidelines as to how the discretion to be exercised in this regard.

25. Reliance also was placed on *Bharat Karsondas Thakkar v. Kiran Construction Co. and Ors.* 2000(8) S.A.R. 620 , *Mohd. Abdul Hakeem (died) per LRs. Vs. Naiyaz Ahmed and Others*, Further strong reliance was placed on *Alka Bose Vs. Parmatma Devi and Others*, For substantial compliance of Order XLI Rule 31 of the Code of Civil Procedure, strong reliance was placed on *G. Amalorpavam and Others Vs. R.C. Diocese of Madurai and Others*, The mandatory nature of the requirement of framing of substantial questions of law by the High Court in a Second Appeal had been dealt with in *Boodireddy Chandraiah and Others Vs. Arigela Laxmi and Another*,

26. The Point for consideration which had been formulated by the appellate Court already had been specified supra. This Court had carefully gone through the reasons which had been recorded and as already specified above, brief reasons had been recorded by the appellate Court and no doubt the findings of the trial Court had been confirmed. It is no doubt true that the Apex Court in the decision referred (9) supra held:

The question whether in a particular case there has been substantial compliance with the provisions of Order 41 Rule 31 CPC has to be determined on the nature of the judgment delivered in each case. Non-compliance with the provisions may not vitiate the judgment and make it wholly void, and may be ignored if there has been substantial compliance with it and the higher appellate court is in a position to ascertain the findings of the lower appellate Court. It is no doubt desirable that the appellate Court should comply with all the requirements of Order 41 Rule 31 CPC. But if it is possible to make out from the judgment that there is substantial compliance with the said requirements and that justice has not thereby suffered, that would be sufficient. Where the appellate Court having considered the entire evidence on record and discussed the same in detail, come to any conclusion and its findings are supported by reasons even though the point has not been framed by the appellate Court there is substantial compliance with the provisions of Order 41 Rule 31 CPC and the judgment is not in any manner vitiated by the absence of a point for determination. Where there is an honest endeavour on the part of the lower appellate Court to consider the controversy between the parties and there is proper appraisal of the respective cases and weighing and balance of the evidence, facts and the other considerations appearing on both sides is clearly manifest by the perusal of the judgment of the lower appellate Court, it would be a valid judgment even though it does not contain the points for determination. The object of the rule in making it incumbent upon the appellate Court to frame points for determination and to cite reasons for the decision is to focus attention of the court on the rival contentions which arise for determination and also to provide the litigant parties opportunity in understanding the ground upon which the decision is founded with a view to enable them to know the basis of the decision and, if so considered appropriate and so advised, to avail the remedy of second appeal conferred by Section 100 CPC.

27. Even if the Point for determination framed by the appellate Court to be taken to be in substantial compliance, though in the opinion of this Court, it may not be so, this Court is thoroughly satisfied that the first appellate Court as a final Court of fact, had not discharged the duty cast upon such first appellate Court in Law by appreciating the oral and documentary evidence available on record in proper perspective and by recording brief reasons without proper appreciation of the oral and documentary evidence and just confirming the findings of the trial Court, it cannot be said that the first appellate Court had discharged its duty cast upon such first appellate Court by Law.

28. Several of the other aspects which had been argued in elaboration by the Counsel representing the parties need not detain this Court any longer. The parties are at liberty to re-agitate all these questions before the appellate Court. Since this Court is thoroughly satisfied that the decree and judgment of the appellate Court are totally unsatisfactory, the said decree and judgment are hereby set-aside and the matter is remanded to the appellate Court to give opportunity to both the parties to let in further evidence as well if the parties choose to do so in this regard and decide the matter afresh in accordance with law. It is also made clear that the subsequent purchaser is at liberty to putforth his submissions if any, in this regard since the plea of collusion had been taken in the affidavit filed in support of the application before this Court.

29. Accordingly, the decree and judgment of the appellate Court are hereby set-aside and the matter is remanded to the appellate Court to decide the Appeal afresh in accordance with law in the light of what had been observed supra. Inasmuch as an order of remand is being made by this Court, let the parties bear their own costs. Inasmuch as the matter is an old one, the appellate Court should make an endeavour to dispose of the matter at the earliest point of time, preferably within a period of six months from the date of receipt of this order.

30. The Second Appeal is allowed to the extent indicated above. No costs.