
(2002) 03 BOM CK 0004

In the Bombay High Court

Case No : Chamber Summons No. 158 of 2002

Indian Commercial Co. Ltd.

APPELLANT

Vs

Amrish Kilachand and Others

RESPONDENT

Date of Decision : 26-03-2002

Acts Referred:

Arbitration and Conciliation Act, 1996 — Section 34
Presidency Small Cause Courts Act, 1882 — Section 19

Citation : AIR 2002 Bom 391 : (2002) 3 ALLMR 395 : (2003) 1 ARBLR 10 :
(2002) 4 BomCR 635

Hon'ble Judges : S.A. Bobde, J

Bench : Single Bench

Advocate : Gautam Patel and Joral Shah, instructed by Tyabji Dayabhai, for the Appellant; F. Sethna, A.N. Nadar and V.S. Sardal, instructed by Dunmorr Sett, for Defendants 1 and 2, for the Respondent

Judgement

S.A. Bobde, J.—This Chamber Summons is taken out by Amrish Kilachand, defendant No. 1, who claims to have been in possession of the premises at Oriental House 7, Jamshedjee Tata Road, Churchgate, Mumbai-400 020. This Chamber Summons is taken out u/s 47 of the CPC praying that the execution levied by the plaintiff i.e. Indian Commercial Company Ltd. be dismissed and the warrants of attachment dated 8-3-2001 and 9-8-2001 on the movable property specified in the prayer in possession of the third party be raised and/or set aside.

2. The dispute between Amrish Kilachand, defendant No. 1, and the plaintiff, Indian Commercial Company Ltd. is mainly in relation to the premises referred to above, hereinafter referred to as the premises in question". Amrish Kilachand and the company which is said to be under his control i.e. Indian Speciality Chemicals Company (India) Private Ltd. claim to have been in possession of the premises in question under two letters both dated 12-4-1994 and an agreement dated 22-3-1996. The letters stated in effect that he was an associate of a group of companies held by Kilachand family and, therefore, allowed use of the premises. The premises are taken on lease by Kilachand Devchand and

Company Ltd. from New Great Insurance Company Ltd.

3. The defendant Amrish Kilachand claims to have been dispossessed forcibly from the premises and, therefore, filed suit No. 1884 of 1996. In regard to the same premises, the I.C.C. Ltd., filed present suit No. 3979 of 1996, inter alia, for an order of permanent injunction restraining the defendant i.e. Amrish Kilachand and others from entering into the suit premises i.e. the premises in question. This was by way of prayer Clause (d).

4. Eventually before the Supreme Court, the parties i.e. Amrish Kilachand and his company i.e. Indian Speciality Chemicals Company (India) Private Ltd. on the one hand and I.C.C. Ltd. consented to refer their disputes for determination by a sole Arbitrator. The disputes clearly and admittedly encompassed the claims made by Amrish Kilachand u/s 6 of the Specific Relief Act for restoration of possession of the premises in question i.e. the subject-matter of suit No. 1884 of 1996 and the claim made by I.C.C. Ltd. In suit No. 3979 of 1996 in which it had claimed an injunction restraining Amrish Kilachand from, inter alia, entering into the premises.

5. The arbitration proceedings culminated in an award dated 25-2-1999 under the Arbitration and Conciliation Act, 1996, hereinafter referred to as the "Act". The relevant portion of the award is reproduced below :--

"1. Suit No. 1884 of 1996 filed u/s 6 of the Specific Relief Act, 1963 by Amrish Kilachand and ISCC is dismissed.

2. Suit No. 3979 of 1996 filed by ICC against Amrish Kilachand and ISCC is decreed to the extent of the prayer Clause (d) i.e. Amrish Kilachand and ISCC are restrained by themselves, their officers, servants and agents from entering into the suit premises particularly described in Exhibit D-1 to the plaint or any part thereof. No relief is required to be granted against Kilachand Devchand & Company Limited, Defendant No. 3 as none has been prayed for.

3. Since no reliance was placed by Defendant Nos. 1 and 2 on the Agreement dated 22nd March 1996 in these suits, it is not necessary to grant a decree as prayed in prayer Clauses (a) and (b) of the Plaint in suit No. 3979 of 1996.

4. The claim for general damages of Rupees one crore or such other sum is rejected.

5. Amrish Kilachand/ISCC shall jointly and severally refund the amount of Rs. 3,33,870/- (Rupees Three lakhs thirty three thousand eight hundred and seventy only) to ICC being amounts paid by ICC in pursuance to the Orders of the Supreme Court dated 5th November 1997.

6. ICC will be entitled to recover from Amrish Kilachand and ISCC the amount of adjournment costs of Rs. 50,000/- (Rupees Fifty thousand only) by the Minutes dated 5th October 1998 and the said amount shall be payable by Amrish Kilachand and ISCC jointly and severally to ICC.

7. The balance of the Arbitrator's fees amounting to Rs. 1,15,000/- remaining unpaid by Amrish Kilachand/ISCC have now been paid by ICC. ICC will be entitled to recover the same from Amrish Kilachand/ ISCC who, will be liable to pay the same to ICC jointly and severally.

8. ICC will also be entitled to retain possession of the following items mentioned in the Report of the Commissioner dated 29th November 1997 :

1. The two monitors lying in the cupboard of the Respondent's premises.

2. The 15 items lying at the premises of the Respondents (page 2 of the Commissioner's Report dated 29th November 1997).

3. The Claimants/Theba & Associates, former Advocates on record for the claimants are in possession of the original keys of one of the safes lying in the premises of the Respondents, which shall be returned to ICC.

9. So far as the costs relating to hiring of the venue of the proceedings are concerned, the costs consist of the charges for the venue and the catering, which together comes to Rs. 50,884.26. It will be fair to direct that Amrish Kilachand and ISCC shall jointly and severally pay to ICC a round figure of Rs. 25,000/- (Rupees Twenty Five thousand only).

10. So far as the costs of the proceedings are concerned apart from those referred to above, ICC has filed a schedule showing the legal costs incurred by ICC at Rs. 19,07,923/-. Having regard to the fact that the claims and the disputes raised by Amrish Kilachand and ISCC were clearly misconceived, it would be fair, just and proper that Amrish Kilachand and ISCC jointly and severally bear the legal costs incurred by ICC which I quantify at Rs. 7,00,000/- (Rupees Sevenlakhs only)."

6. Amrish Kilachand challenged the award by way of Arbitration Petition No. 221 of 1999. This petition was dismissed along with other Arbitration Petition bearing Nos. 222 to 225 of 1999 on 27-8-1999. In Arbitration Petition No. 221 of 1999, which is relevant to the present Chamber Summons, the main grounds of challenge to the Impugned award were that the awards were passed ex parte and the petitioners were denied an opportunity of being heard and bringing material on record. The learned single Judge came to the conclusion, on a perusal of the relevant record, that more than an adequate opportunity was given to the petitioner therein i.e. Amrish Kilachand to bring evidence on record and that in spite of repeated opportunities and time of four months given, to the petitioner to engage an Advocate, the petitioner failed to avail of the opportunities given by the learned Arbitrator. The other ground raised before the learned single Judge was regarding the costs awarded by the Arbitrator on the ground that they were high and excessive. Apparently, the learned single Judge reduced the costs from Rs. 7.00 lakhs to Rs. 3,50,000/-. This Judgment of the learned single Judge was challenged before a Division Bench. The Division Bench by its judgment and order dated 25-1-2002 dismissed the appeal upholding the

finding of the learned single Judge. The Division Bench observed :--

".....,. We are of the opinion that it cannot be said that any illegality has been committed either by the learned Arbitrator in proceeding with the matters ex parte or by the learned single Judge in dismissing the petitions....."

In fact, the Division Bench came to the conclusion that the learned Arbitrator was virtually compelled to proceed with the matter ex parte and there was total non-co-operation on the part of the appellants. The Division Bench also declined to interfere with the award and uphold the order of the learned single Judge.

7. Before me in this Chamber Summons, Ms. Sethna, learned counsel for Amrish Kilachand submitted that the award is vitiated on the ground of fraud. There are no particulars of fraud alleged in the original affidavit-in-support. The learned counsel referred to para 27 of the affidavit-in-rejoinder in which the affiant has stated that one V. Sahasrabuddhe, the witness for the plaintiff suppressed certain matters regarding the rights of certain other parties in the premises and thereby perpetrated a fraud on the Arbitrator, as a consequence of which he arrived at the patently erroneous finding of "exclusive possession" of the suit premises by the plaintiff. I am of the view that this allegation does not lend any support to the argument that the award is vitiated by fraud since this is an allegation regarding suppression of certain evidence, in other words the adequacy or inadequacy of evidence brought before the Arbitrator.

8. The next submission urged on behalf of defendant Nos. 1 & 2 is that the award suffers from an Inherent lack of jurisdiction in the Arbitrator to decide the question of leave and licence of the premises which, according to the learned counsel, was purely within the Jurisdiction of the Small Causes Court to decide under the Presidency Small Cause Courts Act, 1882. Mr. Patel, learned counsel for the plaintiff, however, contended that the learned Arbitrator has not given any finding adjudicating the rights of Amrish Kilachand as a licensee. Infact, it is pointed out by the learned counsel that the suit filed by Amrish Kilachand i.e. suit No. 1884 of 1996 was a suit simpliciter u/s 6 of the Specific Relief Act for restoration of possession. This position is in fairness not disputed by Ms. Sethna. It cannot be said that in such a suit the plaintiffs rights as a tenant or a licensee were necessarily required to be adjudicated upon and determined.

9. Ms. Sethna, however, submitted that Civil Suit No. 3979 of 1996, the subject-matter of which has been decided by the Arbitrator, was a suit in regard to a licence executed by ICC Ltd. Infavour of Amrish Kilachand. The submission of the learned counsel is that it is only through ingenuity that reference to a licence is avoided in the prayer Clause. Having examined the prayer clauses in the suit, it is clear that the suit was for a declaration that the impugned agreement dated 22-3-1996 purportedly creating rights in favour of Amrish Kilachand is fraudulent, null and void and not binding on the partnership. In the suit ICC Ltd. claimed to have taken the premises on leave and licence basis from Kilachand Devchand and Company Ltd. In short ,what was claimed was a declaration that

no rights accrued to Amrish Kilachand under the agreement dated 22-3-1996 and, inter alia, sought an injunction restraining Amrish Kilachand and his company Indian Speciality Chemicals Company (India) Private Limited from entering into the suit premises, more particularly described in Exh. D-1 to the plaint i.e. the premises in question. I am, therefore, of the view that the award cannot be said to be a nullity on the ground that it decides the dispute raised in suit No. 3979 of 1996 on the ground that the issue raised in the said suit is between the licensor and the licensee.

10. The frame of Civil Suit No. 3979 of 1996 filed by I.C.C. Ltd. against Amrish Kilachand and Indian Speciality Chemicals Company Ltd. and another is clearly one for a declaration and injunction. The declaration sought by the plaintiff is that the suit is that the agreement dated 22-3-1996 which purports to create and recognise certain rights in respect of the premises in favour of Amrish Kilachand and Indian Speciality Chemicals Company (India) Ltd. is null and void being vitiated by fraud, etc. In addition, the plaintiff has sought an injunction restraining the defendants from entering into the suit premises. It cannot by any stretch of imagination be said to be a suit for recovery of possession by a licensor from a licensee. It is settled law that a plaint must be referred to, to ascertain the nature of the dispute raised and the forum by which it should be tried. It is not possible to accept the contention of Ms. Sethna, learned counsel for defendant Nos. 1 & 2 that the suit is essentially a suit filed by a licensor against a licensee and is triable only by the small Causes Court. On the one hand, it is obvious that the suit being one for a declaratory decree and an injunction cannot be tried by virtue of Section 19 of the Presidency Small Cause Courts Act, 1882.

11. In the result, the submission on behalf of defendant Nos. 1 & 2 is that the learned Arbitrator had no jurisdiction to decide the disputes between the landlord and tenant or between the licensor and the licensee which are within the exclusive domain of the forum under the Bombay Rent Act and the Presidency Small Cause Courts Act, respectively, cannot be accepted. In view of what is set out earlier while dealing with the contention on behalf of defendant Nos. 1 & 2 that the award is a nullity on the ground that the Arbitrator had no jurisdiction to decide the issue, I find no merit in this submission either.

12. Ms. Sethna, in this regard, referred to the decision of the Supreme Court in Natraj Studios (P) Ltd. Vs. Navrang Studios and another, in which the Supreme Court has observed as follows (at page 546 of AIR) :--

"24. In the light of the foregoing discussion and the authority of the precedents, we hold that both by reason of Section 28 of the Bombay Rents, Hotel and Lodging House Rates Control Act, 1947 and by reason of the broader considerations of public policy mentioned by us earlier and also in Deccan Merchants Co-operative Bank Ltd. Vs. Dalichand Jugraj Jain and Others, the Court of Small Causes has and the arbitrator has not the Jurisdiction to decide the question whether the respondent-licensor-landlord is entitled to seek

possession of the two Studios and other premises together with machinery and equipment from the appellant-licensee-tenant. That this is the real dispute between the parties is abundantly clear from the petition filed by the respondents in the High Court of Bombay, u/s 8 of the Arbitration Act seeking a reference to Arbitration."

I am of the view that the aforesaid judgment has no application to the facts of the present case. Neither of the two suits which were referred for determination by the sole Arbitrator can be said to be suits by a licensor-landlord to recover possession of the premises in question. As observed earlier, suit No. 1884 of 1996 is a suit filed by Amrish Kilachand u/s 6 of the Specific Relief Act and suit No. 3979 of 1996 is a suit filed by ICC Ltd. for a declaration that the agreement dated 22-3-1996 is valid and for an injunction restraining the defendants from entering the premises.

13. Ms. Sethna, learned counsel for defendant Nos. 1 & 2, however, argued that the plea of the defendant that he was wrongly dispossessed has not been decided by the Arbitrator. It is difficult to appreciate this submission in view of clause 1 of the operative part of the award which reads as follows :--

"1. Suit No. 1884 of 1996 filed u/s 6 of the Specific Relief Act, 1963 by Amrish Kilachand and ISCC is dismissed."

"This finding of the Arbitrator is preceded by a discussion regarding the defendant's claim in Civil Suit No. 1884 of 1996. Infact, the Arbitrator has specifically framed the following issues :--

"(1) Whether Amrish Kilachand and ISCC were in possession of the Suit premises? and

(ii) If so, whether they were dispossessed by ICC on 8th May, 1966 as alleged?"

This is followed by a discussion on the merits. Moreover, while determining the question u/s 47 relating to execution and satisfaction of decree, it is clear that an executing Court would examine objections raised u/s 47 within the parameters indicated by the Supreme Court in Bhavan Vaja and Others Vs. Solanki Hanuji Khodaji Mansang and Another, the Supreme Court has observed in para 19 as follows (at page 1374) :--

"19. 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 up to 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 has been placed before it, the execution Court does not appear to have considered those documents."

Having regard to the nature of the contention raised by the defendants, it is clear that the contention does not really require this Court to construe the decree, in terms of the award, since the award itself is clear. The true effect of the award is clear enough. What is being really sought from this Court in execution is invalidation of the decree on various grounds such as nullity, want of jurisdiction of the Arbitrator and denial of natural justice. I am of the view that no grounds for nullity or fraud have been made out. The objection of the defendants to the execution of the decree on the grounds that it is a nullity is really based on the objection that the Arbitrator had no jurisdiction to decide the issue between the licensor and licensee or the landlord or tenant. It is obvious that the parties did not regard or understand the disputes between them or pertaining to a landlord-tenant or a license licensee dispute when they agreed to refer the same before the Supreme Court. In the present case, there is no ambiguity in the award of decree which requires an in depth examination of the pleadings or documents as contemplated by the Supreme Court in Bhavan Vaja's case (supra).

14. It would be useful to reproduce the observations of the Supreme Court in Vasudev Dhanjibhai Modi Vs. Rajabhai Abdul Rehman and Others, wherein the Supreme Court has observed as follows (at pages 1476-1477) :--

"When the decree is made by a Court which has no inherent jurisdiction to make it, objection as to its validity may be raised in an execution proceeding if the objection appears on the face of the record. But where the objection as to jurisdiction of the Court to pass the decree does not appear on the face of the record and requires examination of the questions raised and decided at the trial or which could have been but have not been raised, the executing Court will have no jurisdiction to entertain an objection as to the validity of the decree even on the ground of absence of jurisdiction."

In the present case, it was consciously agreed by the parties, including the defendants that the issue should be decided by the Arbitrator and invited the Supreme Court to pass an order directing that the disputes be decided by an arbitrator. In any case, there is no merit in the submission that, the Arbitrator had no jurisdiction to decide the question since the suits did not raise questions which could not have been decided by the Arbitrator but only by the Small Causes Court or a Court under the Bombay Rent Act.

15. In fact, the present case reveals the extent to which proceedings can be dilated by parties to a litigation. The defendants herein initially filed a suit. That suit along with other suits between the parties went up to the Supreme Court. The parties invited their Lordships to pass an order consenting that the suits be decided by an Arbitrator. Thereafter, the defendants remained absent in the arbitration proceedings after a point in time. After the award went against him,

he challenged the award by way of a petition. That petition was dismissed by the learned single Judge. The judgment of the learned single Judge was challenged before the Division Bench. The Division Bench dismissed the appeal. However, the entire matter continues to be agitated in execution proceedings.

16. Ms. Sethna, learned counsel for the defendant Nos. 1 & 2 lastly submitted that the award is vitiated by a legal misconduct of the arbitrator, I am not inclined to go into the merits of this submission because, in my view, legal misconduct of an Arbitrator cannot be decided by this Court in execution since it is not a question relating to execution, discharge or satisfaction of the decree, but involves the determination of the manner in which the Arbitrator conducted the proceedings. In this regard, it would be worthwhile to note that u/s 34 of the Arbitration and Conciliation Act, 1996, Parliament has limited the challenges to an award on the grounds stated therein. Section 34 reads as follows :--

"34. Application for setting aside arbitral award.-- (1) Recourse to a Court against an arbitral award may be made only by an application for setting aside such award in accordance with Sub-section (2) and subsection (3).

(2) An arbitral award may be set aside by the Court only if --

(a) the party making the application furnishes proof that --

(i) a party was under some incapacity, or

(ii) the arbitration agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law for the time being in force; or

(iii) the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or

(iv) the arbitral award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on merits beyond the scope of the submission to arbitration :

Provided that, if the decision on matters submitted to arbitration can be separated from those not so submitted, only that part of the arbitral award which contains decisions on matters not submitted to arbitration may be set aside; or

(v) the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this part from which the parties cannot derogate, or, failing such agreement, was not in accordance with this part; or

(b) the Court finds that --

(i) the subject-matter of the dispute is not capable of settlement by arbitration under the law for the time being in force, or

(ii) the arbitral award is in conflict with the public policy of India.

Explanation.-- Without prejudice to the generality of Sub-clause (ii), it is hereby declared, for the avoidance of any doubt, that an award is in conflict with the public policy of India if the making of the award was induced or affected by fraud or corruption or was in violation of Section 75 or Section 81.

(3) An application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the arbitral award or, if a request had been made u/s 33, from the date on which that request had been disposed of by the arbitral tribunal :

Provided that if the Court is satisfied that the applicant was prevented by sufficient cause from making the application within the said period of three months it may entertain the application within a further period of thirty days, but not thereafter.

(4) On receipt of an application under Sub-section (1), the Court may, where it is appropriate and it is so requested by a party, adjourn the proceedings for a period of time determined by it in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other action as in the opinion of arbitral tribunal will eliminate the grounds for setting aside the arbitral award.

It is clear from Section 34 that the legal misconduct is not one of the grounds provided by that section for setting aside an award. Having regard to the policy of law of making an award immune from challenge on that ground, it would not be open for the Court while executing a decree or considering an objection to its execution to entertain a challenge to the decree on grounds not provided for in the Act, barring something in the nature of fraud or nullity which goes to the foundation of the award or decree.

17. This view is fortified by a plain reading of Section 5 of the Act which reads as follows :--

"5. Extent of judicial intervention.-- Notwithstanding anything contained in any other law for the time being in force, in matters governed by this Part, no judicial authority shall intervene except where so provided in this part."

18. The learned counsel for the defendant Nos. 1 & 2 did not cite any precedent which lays down that the executing Court is entitled to set aside an award made under the new Arbitration Act on the ground of misconduct of an arbitrator while considering a challenge to the decree u/s 47 of the Code of Civil Procedure.

19. Ms Sethna, learned counsel for defendant Nos. 1 and 2, however, relied upon a decision in Jaimal Shah v. Ila Pandya, reported in 2001 (1) All MR 712 : (2001 AIHC 347) in which the learned single Judge, relying on a Division Bench decision of this Court in Union of India Vs. M/s. Ajit Mehta and Associates, Pune and Others, , observed as follows :--

"Based on the discussion and observation in the said judgments, I conclude very safely that the executing Court can go into the question of legal misconduct of an arbitrator and also whether the award is made without any evidence on record and if the award is made in breach of the principles of natural justice and if the award is made in breach of the express terms of the contract."

It is clear from para 16 of the said judgment that the learned single Judge was considering a challenge to the award under the 1940 Act. It is well-known that the award under the Act of 1940 could be set aside, vide Section 30 thereof, inter alia, on the ground that the Arbitrator has miscondacted himself or the proceedings. The observations of the learned single Judge in that case would not apply to the present case which arises under the Act of 1996 where such a ground is not available for challenging the award.

20. Even If one were to examine the question of legal misconduct, which I do not intend to, the alleged misconduct would have to be of a nature which appears on the face of the record and does not require an in-depth examination of the issues which could have been raised in the arbitration proceedings or in the petition for setting aside the award. It must be remembered that the Supreme Court has in V. D. Modi's case (supra) observed that even when considering an objection to the very jurisdiction of the Court, an executing Court will have no jurisdiction to entertain the objection as to the validity of the decree where the objection to the jurisdiction of the Court to pass the decree does not appear on the face of the record and requires an examination" of the question raised and decided at the trial or which could have been, but has not been raised. A fortiori if the question of legal misconduct must be gone into, it must be of the kind which is obvious from the award. The ground of legal misconduct sought to be raised in the present proceedings, viz., the denial of an opportunity to the defendants to defend themselves does not appear to be such a question. The affidavits filed in this matter would show that it is a highly contentious issue which would involve the examination of the entire proceedings before the Arbitrator.

21. In any case, I am of the view that the reliance by the learned counsel for defendant Nos. 1 & 2 on the judgment rendered by Kochar, J. is misplaced. The arbitration proceedings in that case were found to have suffered from a total absence of material on which the award was based. There were no terms of reference, formal or informal. The arbitration agreement was vague in every respect. The parties were not specified and identified. The names of persons and individuals were not given. There was no whisper about the nature of the transaction between the parties on the basis of which crores of rupees were claimed. The amount due was not disclosed, the basis on which such a huge amount was claimed was not disclosed and no documents were produced before the Arbitrator on the basis of which the award was given. It is on these facts that the learned single Judge went into the challenge raised in execution and came to the conclusion that the award which is not supported by any material whatsoever must be set aside and a challenge on such ground can be entertained in

execution. It is clear that there is no parity between that case and the present one on facts.

22. Ms Sethna, learned counsel for defendant Nos. 1 & 2 further submitted that the effect of an award is that the defendant Amrish Kilachand who is a Director of the company has been denied access to the premises in question. Indeed that is the effect of the award. It is true that the award is ex parte but then it has been found that that is due to the defendants own inaction in availing of the opportunity to defend as observed by this Court while repelling a challenge to the award under the Act.

23. In the result, I see no merit in the Chamber Summons which is hereby dismissed.

24. At this stage, Ms. Sethna, learned counsel for defendant Nos. 1 & 2, prays for stay of this order for a period of four weeks. Interim stay granted by this Court shall continue for a period of twelve weeks from today.

25. Parties may be provided with ordinary copy of this order duly authenticated by the Chamber Registrar of this Court on payment of usual copying charges.

26. P.S. to give ordinary copy of this order to the parties concerned.