
(1990) 11 MAD CK 0018
In the Madras High Court

M.R. Arumugham

APPELLANT

Vs

Velammal and Others

RESPONDENT

Date of Decision : 06-11-1990

Acts Referred:

Provincial Insolvency Act, 1920 — Section 6(b)

Citation : (1991) 511 MLJ 1

Hon'ble Judges : Thanikkachalam, J

Bench : Division Bench

Judgement

Thanikkachalam, J.—C.R.P. No. 381 of 1986 arises out of the order passed in C.M.A. No. 51 of 1985, which in turn arose out of the

order passed in I.P. No. 26 of 1982. C.R.P. No. 382 of 1986 arises out of the order passed in C.M.A. No. 19 of 1985, which in turn arose out

of the order passed in I.P. No. 25 of 1982. The petitioner herein is the respondent in I.P. No. 25 of 1982. C.R.P. No. 23.06 of 1986 arises out

of the order passed in C.M.A. No. 19 of 1985 which in turn arose out of the order passed in I.P. No. 25 of 1988. Respondents 3 to 5 in I.P. No.

25 of 1982, are the petitioners herein. C.R.P. No. 2307 of 1986 arises out of the order passed in C.M.A. No. 51 of 1985, which in turn arose

out of the order passed in I.P. No. 26 of 1982. Respondents 3 to 5 in I.P. No. 26 of 1982 are the petitioners herein.

2. I.P. No. 25 of 1982 was filed by one Saraswathi Ammal and I.P. No. 26 of 1982 was filed by one Velammal. The respondents in both the petitions are common.

3. In I.P. No. 25 of 1982 the facts are as under: The first respondent M.R. Arumugam is the son of Rangasamy Gounder. The second respondent

R.Sellakumar is the predeceased son of Rangasamy Gounder. Rangasamy Gounder, MRArumugham, R. Sellakumar and one R. Velusamy

another son of Rangasamy Gounder constituted a partnership firm called ""M/s. Jothikumar Textiles"" dealing in handloom and powerloom textiles.

On 18.2.1980 the said Rangasamy Gounder acting in his capacity as a partner, borrowed a sum of Rs. 5,000 from Saraswathiammal (the

petitioner) for the purpose of the said firm and executed a promissory note promising to repay the said amount with interest at 0.05 per cent per

day. Thereafter, inspite of repeated demands none of the partners in the firm made any payment towards the promissory note debt. As on date, the

amount due on the promissory note dated 18.2.1980 was Rs. 7,185.

4. Apart from the debt due to the petitioner, the said firm is heavily indebted and placed itself in an irretrievable situation and being unable to

discharge the debts, the partners have begun devising ways and means of cheating the creditors and avoiding payment of debts. Respondents 1

and 2 colluding together, have resorted to similar decisions to defraud their creditors in cheating the petitioner.

5. Mr. R. Arumugam (R1) colluding with his sister's son Arul Arangam (R3) and another sister's husband Chinnathambi Gounder (R4) executed

two agreements on 30.3.1981, one in favour of 3rd respondent and the other in favour of 4th respondent. In one agreement, M.R. Arumugham

agreed to sell some of his properties to the 3rd respondent for a sale consideration of Rs. 30,000 on the date of agreement. Third respondent was

put in possession of property agreed to execute the sale deed on or before 29.9.1981 on receiving the balance consideration of Rs. 5,000. The

second agreement was also executed on the same date. By this agreement M.R. Arumugam agreed to sell the rest of the properties to 4th

respondent for a sum of Rs. 40,000, Rs. 35,000 was received by way of advance on the date of agreement. The purchaser was put in possession

of the properties. He undertook to execute the sale deed on or before 29.9.1981 on receiving the balance of Rs. 5,000.

6. R. Sellakumar in collusion with 5th respondent, who is 2nd respondent's father's brother executed an agreement of sale on 1.4.1981. He

agreed to sell his properties to 5th respondent for Rs. 77,000. He received an advance of Rs. 65,000 on the date of agreement. The purchaser

was put in possession of the properties. He undertook to execute the sale deed on or before expiry of six months from the date of agreement on receipt of balance of Rs. 12,000.

7. By executing such documents, the respondents 1 and 2 intended to put their properties beyond the reach of the creditors including the petitioners. There is no truth in the documents. The properties are grossly undervalued. The value mentioned in the agreements is less than 1/5th of their value. Respondents 1 and 2 never parted with possession of the properties as stated in the agreement. In furtherance of the scheme of fraud, collusion and make belief, two suits O.S. No. 145 of 1981 and O.S. No. 146 of 1981 were filed for specific performance of contracts. Both the suits were filed on 15.10.1981 and the suits were decreed ex parte on 30.11.1981. E.P. Nos. 2 and 3 of 1982 were filed on 13.1.1982 and 19.1.1982. The judgment debtors remained ex parte and the Court executed the sale deeds on 26.4.1982.

8. Similarly another suit O.S. No. 144 of 1981 was filed by the 5th respondent for specific performance of the agreement dated 1.4.1981 and 14.10.1981. The suit was decreed ex parte on 30.11.1981. EP. No. 1 of 1982 was filed on 13.1.1982 since the judgment debtor was absent, the Court executed the sale deed on 26.4.1982. The act of the respondents, in creating such collusive agreement collusively suffering decrees to be passed in the three suits and again collusively suffering the sale deeds to be executed on 26.4.1982 in favour of respondents 3 to 5 are all acts of insolvency. The sale deeds were registered on 27.5.1982.

9. All these acts of the Respondents 1 and 2 starting from the execution of the agreements dated 30.3.1981 and culminating in the registration of the sale deed dated 26.4.1982 are all intended for defeating and defrauding the creditors and hence not binding on the creditors including the petitioner. Hence, it was prayed that the respondents 1 and 2 should be adjudicated as insolvents.

10. I.P. No. 26 of 1982 was filed by one Velammal. The parties of the firm are Rangasamy Gounder, M.R. Arumugam, R. Sellakumar, one R.

Velusamy and Lakshmiammal. The firm is also dealing in textile goods. According to the petitioner, R. Velusamy on 4.6.1979 borrowed a sum of

Rs. 5,000 from the petitioner on behalf of the firm as partner and executed a

promissory note on the same date promising to repay the same with interest at 0.05 per cent per day. R. Velusamy paid a sum of Rs. 300 on 25.5.1981 towards interest. Thereafter, he failed to pay the debt in spite of repeated demands. As on date, the amount due was Rs. 7,532. Rest of the facts are similar to the facts arising in L.P. No. 25 of 1982.

11. Respondents 1 and 2 in their counter submitted as under: The firm has no necessity to borrow any amounts much less the alleged sums from

the petitioners. Rangasamy Gounder was only a dormant partner and the entire management of the firm was in the hands of one Velusamy. The

alleged debts are not proved and even assuming that Rangasamy Gounder and Velusamy have executed any promissory notes in favour of the

petitioners, the same is not binding on these respondents. The firms are not heavily indebted to various other parties as alleged. The firms were no

doubt indebted when respondents 1 and 2 were partners therein. The respondents 1 and 2 retired from the partnership firm, Jothikumar Textiles

on 3.4.1980 and their brother R. Velusamy had taken over the assets and liabilities of the said firm. Hence respondents 1 and 2 are no more liable

to pay the alleged debts of the firm. The respondents never resorted to any cheating devices to defraud their alleged creditors including the

petitioners. These respondents never colluded with other respondents for executing the sale agreements. The sale agreements are true and genuine

and without any intention to deceive anybody. The respondents never colluded with any respondent to bring about the sale agreements. The sale

agreements are true and genuine without any intention to defraud anybody. The respondents never intended and hoped to put the property beyond

the reach of the alleged creditors. These respondents were not aware of the alleged debts said to have been borrowed from the petitioner in the

name of the firms. There was no intention on their part to cheat anybody. These respondents never committed any act of insolvency, much less the

one alleged by the petitioner. The petition is barred by limitation. The sales are genuine. The petitioner has no right to question the sale. The petition

has been filed only at the instance of R. Velusamy, who is in inimical terms with the respondents.

12. Respondents 3 to 5 submitted as under : They are the bonafide purchasers for value. They are not aware of the pro-notes executed by

Rangasamy Gounder in favour of the petitioner. They never colluded with anybody for purchasing the properties. They paid the sale consideration and when the purchasers adopted delaying tactics, the suits were filed for specific performance. After depositing the balance of sale consideration, the court executed the sale deeds. Therefore, they are totally unaware of any transaction between the vendors and the petitioner. The respondents 1 and 2 have other properties also to satisfy the alleged claim of the petitioners. R. Velusamy is also having properties of his own and it is open to the petitioner to proceed against the properties of the said R. Velusamy. It is only the respondents 1 and 2 who have colluded together with the petitioner to bring this application to deprive the property purchased through court.

13. Both the petitioners were tried together, petitioner filed Exs.A-1 to A-12. Respondents filed Exs.B-1 to B-7. On behalf of the petitioner, one Ramalingam and one K.S. Chinnadurai were examined as witnesses. On the side of the respondents, first respondent and the fourth respondent were examined themselves as witnesses. Apart from them, one M. Chinnappan and one Srinivasan were also examined as respondents' witnesses. On considering the facts appearing in these cases and after hearing the arguments advanced by the counsel appearing on both sides, the trial court dismissed both the petitions with costs. On appeal, the appellate court reversed the findings of the trial Court and allowed both the petitions and declared the respondents 1 and 2 as insolvents. The appellate court also appointed a receiver and the properties of the respondents 1 and 2 were vested with him. One year time was also given to apply for final discharge. It is against that judgments and decree the present revisions were filed by the respondents in the insolvency petitions.

14. Before this court, the learned Counsel appearing for the petitioners herein submitted as under; The learned District Judge was not correct in reversing the judgment of the learned Subordinate Judge on untenable grounds. The Appellate Court wrongly understood the scope of the provisions of the Provincial Insolvency Act. A person is not said to have committed an act of insolvency who merely transfers his properties when he has enough of assets to discharge his liabilities. The appellate court was under a mistaken impression that a mere transfer of property would

amount to an act of insolvency. The petitioners have enough assets to discharge the loan. It was not proved that the petitioners were indebted to various persons as alleged by the respondents. Amounts were available in the court in which the transferee had obtained decrees and that the creditors did not take any steps to attach the same for the amounts alleged to have been due to them and hence the entire proceedings are invalid. In fact, the debt itself was not proved. There is no evidence on record to contend that the transferors and the transferees colluded together for the sale of defeating the meagre debt. The appellate Court was under the mistaken impression that if a person receives major portions of the consideration in cash the same would constitute an act of insolvency. The creditors never gave evidence in support of their cases. R.W.2 chartered accountant clearly said that the petitioner retired from the firm. The petitioners are not debtors u/s 6(b) of the provincial insolvency Act so as to make them amenable to act of insolvency/The sale of the properties were not due to the voluntary act on the part of the petitioners. The sale was completed by court transaction. Therefore, the transfer of the property was not done by the petitioners herein. The appellate court has not given a finding that the transfer was done to defeat or defraud the creditors. The appellate court failed to apply its mind to the provisions of Section 6(b) of the Provincial Insolvency Act.

15. The borrowings were made by the firms. The petitioners herein are not parties to the promissory notes and therefore the petitioners herein, are not the debtors. Further the firms are having sufficient assets. The creditors could have filed suits to recover the amounts from the firms. The cause of action is against the firm. The petitioners have not executed the promissory note in their individual capacity. If at all, the petitioners are also liable, then they are liable to the extent of their shares in the firms. Until they were declared as liable for the debts the insolvency petitions cannot be filed.

16. The insolvency petitions were filed out of time. Time was calculated on the basis of the date of sale agreements. But actually the registration took place on 27.5.1982. The Act of insolvency was not committed on the date of execution of the sale agreement. Then if actual date of transfer is taken into consideration, the insolvency petitions are filed out of time. The

purchasers are bona fide purchasers for value and therefore the sales cannot be held to be invalid. For all these reasons, it was submitted that the common-judgment and decree rendered in C.M.A. Nos. 19 of 1985 and 51 of 1986 may be reversed and the orders passed in the insolvency petitions by the Sub-Court may be restored.

17. On the other hand, the learned Counsel appearing for the respondents submitted as under: The amounts were borrowed for the purpose of the firms. The promissory notes were executed in the capacity of the partners of the firm. The firms are indebted to various parties. In order to defeat and defraud the creditors, respondents 1 and 2 in the insolvency petitions executed the sale agreements, made arrangements to file suits for specific performance, remained exparte so as to enable the purchasers to obtain the decrees easily. Even in the execution proceedings, the judgment debtors never contested. All these conducts on the part of the respondents 1 and 2 in the insolvency petitions would go to show that they are planning to defraud the creditors. The sale agreements were executed in favour of their nearest relatives. Hence, the petitioner as well as the firm are liable to pay the amounts due to the creditors. The petitioners are also individually liable to pay the debts out of their individual assets. The decrees obtained in the Courts are collusive decrees. The sale transactions are collusive. Because of the voluntary acts on the part of the above two persons the properties were transferred collusively to the purchasers. Bulk of the sale considerations were paid in cash in order to prevent the creditors from attaching the same, possession was also given in advance. There was no notice intimating the deposit of amount in this suit. All these conduct on the part of debtors show that they committed act of insolvency. Therefore, it was submitted that no interference is called for with the judgment and decree rendered by the appellate Court. While making their submissions the learned Counsel appearing for petitions as well as respondents brought to my notice several decisions. I have gone through the same.

18. I have heard the rival submissions. The petitions for insolvency were filed under sections 6,9 and 13 of the Provincial Insolvency Act. The alleged* acts of insolvency are as under: Respondents 1 and 2 in the insolvency petitions entered into agreements for sale of their properties with

their close relatives. Received bulk of the sale consideration as advances. Possession of the properties were given on the date of execution of sale

agreements. Allotted agreement holders to file suits for specific performance. Allowed the suits to be decreed exparte. In execution proceedings

they remained exparte so as to enable the court to execute the sale deed was early as possible and inspite of all these activities the vendors are still

in possession of the properties sold.

19. Section 6(1)(b) of the Provincial Insolvency Act states that a debtor commits an act of insolvency in case if in India or elsewhere he makes a

transfer of his property or any part thereof with intent to defeat or delay his creditors. The creditor may file an Insolvency petition against a debtor

on the ground that he has committed an act of insolvency by transferring his property, but it must be shown that the transfer was made with intent

to defeat or delay the creditors of the debtor generally and not some particular creditor or creditors. Section 6(b) applies only when a debtor

transfers his property with a view to defeat all the creditors. In an insolvency proceedings supported by the creditors, the burden of proving that

the transfer effected by the debtor is fraudulent or without consideration undoubtedly lies upon the creditor. A mere finding that the effect of a

transfer would be to defeat one creditor is really quite immaterial. The transfer has got to be made with intent to defeat the creditors as a whole.

20. The expression "transfer of property" has been defined in Section 2(f) as including a transfer of interest in property and the creation of any

charge upon property. Expression "transfer of property" has been defined in Section 5 of the Transfer of Property Act, as meaning an act by which

a living person conveys the property in present or in future to one or more other living persons; and (2) Transfer of property is to perform such

Act. The petition for adjudicating a person as insolvent has got to be filed within 3 months from the date when the act of insolvency on which the

petition is grounded has been committed and it is a condition precedent. In the present case, the sale deeds were Registered on 27.5.1982. The

insolvency petitions were filed on 22.7.1982. Therefore, the petitions were filed within time. The learned Counsel for the petitioners pointed out

that they have not transferred the properties, but the court executed the sale deed. Therefore, they themselves have not transferred the properties.

This argument cannot be accepted since the sale deeds were executed on the basis of the agreements executed by them. But the appellate authority point out that the acts of the petitioners, from executing the agreements upto the culmination of execution of the sale deeds by the court amounts to act of insolvency. The execution of the agreements, receiving bulk of considerations in cash on the date of execution of the agreement, handing over the possession of the property to the purchaser and remaining exparte in the court proceedings so as to enable the court to execute the sale deeds expeditiously, alone would not amount to acts of insolvency, unless it is proved that these acts were done with intent to defeat or delay the interest of the creditors.

21. The learned Counsel for the petitioners submitted that the debt was not proved and even if it is proved, the partners are liable to pay only to the extent of their shares in the firm and according to their profit sharing ratio. The learned Counsel for the petitioners further submitted that the petitioners and the firms are having sufficient properties to satisfy the debts. The learned Counsel also contended that R. Velusamy took over all the assets and liabilities of the firm, and therefore he alone is liable for the debts. But no evidence was produced by the respondents 1 and 2 in order to support all these versions. The learned Counsel further submitted that two of the partners retired from the firm and therefore they are not liable to the debts. But it remains to be seen that the two retired partners are also liable if the debt is incurred by the firm for its business. Further necessary partnership deeds were also not filed to ascertain the rights of the parties in the partnership firms. Therefore, I am unable to accept all these submissions.

22. Lastly, the learned Counsel appearing for the petitioners submitted that there is no finding in the judgment of the District Court to the effect that the said transfers were made with an intention to defeat or delay the creditors. The learned Counsel submitted that in the entire judgment rendered by the District Judge, there is no such finding. I have also seen the judgment rendered by the learned District Judge, but there is no finding that the transfers were made with an intent to defeat or delay the creditors. But there is a finding only to the effect that the petitioners committed act of insolvency. The question is whether the judgment rendered by the District Court

is in accordance with law. While considering the powers of the High Court u/s 75(1) of the Act, the Supreme Court in the case of *Malini Ayyappa Naicker (Now Dead) through I.R. etc. Vs. Seth Manghraj Udhavadas Firm by Managing Partner Chathurthuj Chhabildas (Dead) Thereafter by I.Ss. and Others*, held as under:

Quite clearly the legislature did not confer on the High Court under the 1st proviso to Section 75(1) of the Act an appellate power nor did it confer on it a jurisdiction to reappreciate the evidence on record. If the legislature intended to confer power to re-examine both questions of law and fact it would have conveyed its intention by appropriate words as has been done under various other statutes. A wrong decision on facts by a competent court is also a decision according to law.

At the same time, the power conferred under the 1st proviso to Section 75(1) of the Act is not co-extensive with that given to the High Court u/s 100(1)(a) of the Code of Civil Procedure. A decision being "contrary to law" as provided in Section 100(1)(a) of the CPC is not the same thing as a decision being not "according to law" as prescribed in the 1st proviso of Section 75(1) of the Act. The latter expression is wider in ambit than the former. The power given to the High Court under the 1st proviso to Section 75(1) of the Act is similar to that given to it u/s 25 of the Provincial Small Cause Courts Act. Though it may not be possible to give an exhaustive definition of the expression "according to law" instances in which the High Court may interfere under the provision can be given. They are cases in which the Court which made the order had no jurisdiction or in which the court has based its decision on evidence which should not have been admitted, or cases where the unsuccessful party has not been given a proper opportunity[^] being heard, or the burden of proof has been placed on the wrong shoulders. Whatever the court comes to the conclusion that the unsuccessful party has not had a proper trial according to law, then the court can interfere. But, the Court ought not to interfere merely because it thinks that possibly the Judge who heard the case may have arrived at a conclusion which the High Court would not have arrived at

23. So also this Court had an occasion to consider a similar situation in the decision reported in the case of *Chengayya v. M.V. Swaminatha Mudaliar and Ors.* 92 L.W. 429 wherein it was held as under:

On the facts that the lower appellate Court, on a proper appraisal of the factual materials, came to the conclusion that there had been no due proclamation of sale for the auction and that the petitioner herein has entered into some colourable arrangement or agreement with a view to knock away the property for a low price, and accordingly purchased the same, though the property in fact, is worth, more than the price fetched. The High Court ought not to interfere u/s 75(1) of the Act merely because it thinks that possibly the Judge who heard the case may have arrived at a conclusion which the High Court would not have arrived. The powers of revision of this Court u/s 75(1) of the Act are narrow, and interference is possible by this Court only on a question of law. The findings of fact rendered by the Tribunals created under the Act are findings which are final as provided for in Section 75(1) itself.

24. Thus, according to Section 75(1) of the Act, the High Court for the purpose of satisfying itself that an order made in any appeal decided by the District Court was according to law, may call for the same and pass such order with respect thereto as it thinks fit. The question that arises for consideration in these revisions is whether the common judgment rendered in the appeals by the District Court is in accordance with law. It remains to be seen that when the decision rendered by the District Court in appeal is not in accordance with law, then the High Court is empowered to interfere, with the same. The expression "according to law" occurring in the said first proviso is wider in ambit than the expression contrary to law in Section 100(1)(a) of the Code of Civil Procedure. The fact remains that in the present case, the trial Court dismissed the insolvency petitions and on appeal, the District Court reversed the same. Therefore, there is no concurrent findings in the decisions rendered by the courts below. In the present case, the conclusion is arrived at without rendering a finding that the transfer is made with intent to defeat or delay the interest of the creditors. Therefore the common judgment rendered in the appeals by the District Court is not in accordance with the provisions as contemplated u/s 6(b) of the Provincial Insolvency Act and thereby warranting interference u/s 75(1) of the Act.

25. Section 6 of the Act sets out the conduct of the act of a debtor which may be rendered as acts of insolvency. A debtor commits act of

insolvency u/s 6(1)(b) when he makes a transfer of his property or any part thereof with intent to defeat or delay his creditors. Where a transfer of

property with intent to defeat or delay the creditors is alleged as constituting an act of insolvency the court is competent to determine, the alleged

nature of the transaction in the order of adjudication and cannot postpone its decision to the stage when the same is sought to be annulled u/s 53.

The scope of enquiry u/s 6(b) is quite different from that u/s 53. It is the intention and conduct of the debtor in making the transfer which

determines whether it constitutes or not an act of insolvency. A person cannot be adjudicated an insolvent unless he is proved to have committed

one or other of the acts of insolvency as defined in the Act. Adjudicating a person as insolvent is a matter of serious consequence and the courts of

law should take particular care to see that the provisions of the law in the matter are strictly and carefully considered. The intention of a debtor to

defeat or delay the interest of the creditor has got to be ascertained from various circumstances. The intention is the status of mind, therefore

without ascertaining the facts leading to such status of mind, one cannot say that the debtor intended to defeat or delay the interest of the creditors.

But in the present case, a plain reading of the common judgment rendered by the District Court would go to show that there, is no such finding

given to the effect that the debtors by transfer of their properties intent to defeat or delay the interest of the creditors.

26. In such circumstances, the proper course would be to set aside the common judgment and decree rendered by the District Court, and remit

back the appeals to the file of the District Court, with a direction to dispose of the same in accordance with law. Accordingly, the judgment and

decree rendered in C.M.A. Nos. 19 and 51 of 1985 are set aside and the appeals are remitted back to the file of the District Court with a

direction to dispose of the same in accordance with law, after giving an opportunity of being heard to all the parties concerned. The parties are also

at liberty to adduce evidence to substantiate their respective cases.

27. In so far as C.R.P. Nos. 2306 and 2307 of 1986 are concerned, they are filed by respondents 3 to 5 in the insolvency petitions. The second

respondent in the insolvency petitions (who is the third respondent herein) did not file any revision against the common judgment and decree

rendered in the Civil Misc. Appeals. The counsel for the petitioners herein submitted as under: They are the bona fide purchasers of the properties

for value, without notice of any defect and therefore the sales in their favour should be protected. The sale deeds were executed pursuant to the

decree for specific performance and hence the sales are genuine and valid. Two of the respondents in the insolvency petitions retired from the

partnership firm hence they are not liable to discharge the debts of the firm. The petitioners in the insolvency petitions ought to have proceeded first

against the partners who executed the promissory notes. If the promissory notes are executed on behalf of the firm, then the petitioners ought to

have proceeded against the assets of the firm first. The assets of the firms and the assets of the partners who executed the promissory notes are

sufficient to satisfy the debts due to the petitioners. Therefore, there is no justification in adjudicating the respondents 2 and 3 herein as insolvents.

28. On the other hand, the learned Counsel appearing for the creditors contended that inasmuch as the third respondent herein failed to file any

revision against the judgment rendered in the civil miscellaneous appeals, there is no substance in the revisions filed by the third ""party purchasers.

According to the teamed counsel, the sale deeds were executed suppressing the debts due to the creditors. The learned Counsel further submitted

that the petitioners herein are not the aggrieved persons entitled to file these revisions. In other respects, the arguments advanced by the learned

Counsel for the creditors are similar to the arguments advanced in the other two revisions.

29. I have heard the rival submissions. The expression aggrieved persons means a person who has got a legal grievance that is a person who is

wrongfully deprived of anything to which he is legally entitled and not merely a person who has suffered some sort of disappointment. An alienee is

a party aggrieved by the order passed by the insolvency court and so his revision is maintainable. Where the insolvency court has passed an order

of adjudication holding a transfer by the insolvent to be byway of fraudulent preference, the transferee is an aggrieved party and so has a right to

question his adjudication. The petitioners herein are the alienees who filed suits for specific performance of the contracts and the court executed the

sale deeds in their favour. When the respondents 2 and 3 herein were adjudicated as insolvents and their properties were vested in the hands of the

official Receiver, definitely the alienees are the aggrieved persons. Further, the District Court in its order pointed out that if a petition is filed to annul these three sale deeds, then the question whether respondents 3 to 5 are bona fide purchasers for value or not could be considered. In such circumstances, one cannot expect the alienees to keep quiet without questioning the judgment and decree of the District Court. Therefore, the alienees are entitled to file these revisions as aggrieved parties.

30. Considering the reasons as stated above, and for the reasons stated in the order passed in C.R.P. Nos. 381 and 382 of 1986, I hold that the common order passed in C.R.P. No. 381 and 382 of 1986 will hold good in these revisions also. Accordingly, the C.R.P. Nos. 2306 and 2307 of 1986 are allowed and the common order passed in C.M.A. Nos. 19 and 51 of 1985 are set aside and the Civil Miscellaneous Appeals 19 and 51 are remitted back to the file of the District Court with a direction to dispose of the same in accordance with law after giving an opportunity of being heard to all the parties concerned, is directed in the earlier revisions.

31. In the result, all the revisions are allowed and the civil miscellaneous appeals are remitted back to the District Court for fresh disposal. There will be no order as to costs.