
(2013) 02 AHC CK 0281

In the Allahabad High Court

Case No : Civil Miscellaneous Writ Petition No's. 29301 and 29304 of 2004

Munshi Lal (Deceased) and Others

APPELLANT

Vs

Gopal Sao and Others

RESPONDENT

Date of Decision : 01-02-2013

Acts Referred:

Constitution of India, 1950 — Article 226, 227

Transfer of Property Act, 1882 — Section 111

Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972 —
Section 21(1)(a)

Citation : (2013) 4 ADJ 399 : (2013) 98 ALR 81 : (2013) 2 RCR(Rent) 583

Hon'ble Judges : Sudhir Agarwal, J

Bench : Single Bench

Advocate : V.K.S. Chaudhary, O.P. Mishra and Kunal Ravi Singh, for the
Appellant; Aroop Banerji, for the Respondent

Final Decision : Dismissed

Judgement

Sudhir Agarwal, J.—In both these matters, though proceedings are registered separately, but, involve common questions of law and fact hence as agreed by learned counsel for the parties, both cases are being decided by this common judgment. In both the writ petitions, impugned orders are of same date i.e. 14th July, 2004 passed by Additional District Judge, Court No. 1, Varanasi. However, in Writ Petition No. 29301 of 2004 (hereinafter referred to as "first petition"), impugned order dated 14th July, 2004 has been passed in Rent Appeal No. 23 of 1999 arising from P.A. Case No. 37 of 1992 while in Writ Petition No. 29304 of 2004 (hereinafter referred to as "second petition"), impugned order of the same date has arisen from Rent Appeal No. 24 of 1999, flowing from P.A. Case No. 35 of 1992.

2. For the purpose of discussion, the facts and pleadings in first petition are being referred to.

3. The Appellate Authority allowed both appeals, as a result thereof, release

application of respondents landlords in respect to building in dispute has stood allowed. It has further directed petitioner-tenant to hand over vacant possession thereof to the respondents.

4. The dispute relates to a shop, part of house No. CK37/16, Vishwanath Gali, Varanasi. It is an ancestral property of respondents. For the purpose of present case suffice it to mention that one Raja Sao had four sons including Sri Laxman Sao and Bharat Sao. The respondents are legal heirs of late Laxman Sao. The respondents claiming themselves to be owner and landlord in respect to shop in dispute, instituted proceedings for release thereof by filing application dated 15th September, 1992 in the Court of Prescribed Authority/Ist Civil Judge, Varanasi. The averments relating to status of ownership and landlord of applicant-respondents were not disputed by petitioners in written statement though pleas of respondents about personal need and its being bona fide and genuine, and, about hardship, was denied.

5. The legal heirs of late Bharat Sao transferred their share in house No. CK37/16 by selling it to Sri Munshi Lal (now deceased and substituted by his legal heirs i.e. petitioners 1/1 to 1/4) vide sale-deed dated 4.11.1993. It clearly mentioned that they have one-fourth share in the aforesaid house, which is being sold vide aforesaid sale-deed. Thereafter petitioner tenant filed misc. application before Prescribed Authority stating that suit/release application No. 37 of 1992 has rendered infructuous since petitioner-tenant has acquired status of owner of disputed shop vide sale-deed dated 4.11.1993, executed by co-owners of property in dispute. The petitioner also stated in his affidavit sworn on 4th January, 1996, that shop, in which he is doing business, was actually assigned to the share of Chhedi Lal, Goverdhan, Changur and Kallu @ Anil, sons of late Bharat Sao. Paras 6, 7, 8 of affidavit read as under:

6. That it appears that the aforesaid house was partitioned amongst the co-owners and the three rooms adjacent to the Lane which east-west portion is 11 Feet and North-South portion is 5-1/2 Feet the total area is 60 Square feet assigns to Chhedi Lal, Changur, Goverdhan and Kallu alias Anil Keshari in accordance with their respective share. Thus the room in which the plaintiff shop is existed assigned into share of Chhedi and others alongwith other two shops.

7. That Chhedi Lal, Changur, Goverdhan and Kallu alias Anil Keshari sons of Late Bharat Saw have desired to sell his assigned portion of house No. CK 37/16, which was allocated to them in accordance with mutual family partitioned. The plaintiff/deponent was tenant since 40 years ago and running his business in the shop of which the sons of Bharat Saw became exclusive owner in accordance with mutual family partition and as such he accept the proposal of the sons of Bharat Saw and firstly Chhedi Lal, Goverdhan, Changur and Kallu alias Anil Keshari executed a registered sale-deed of Agreement to sale on 6.7.1993 and a secondly executed a registered sale-deed on 4.11.1993 in respect of aforesaid assigned portion of the above said house.

8. That the assigned portion of the aforesaid house which has been purchased by the applicant/deponent the three shops (Rooms) are existed therein. Thus the deponent/applicant has 1/4th share in the house No. CK 36/16, Vishwanath Lane, City Varanasi.

6. The application that petitioner has become owner of property in dispute was objected by respondents. The assertion regarding partition was specifically disputed and denied in para 6 of affidavit dated 12th March, 1996 sworn by Sri Gopal Sao, respondent No. 1. It reads as under:

That the House No. CK 37/16 Vishwanath Lane, Varanasi City was un-partitioned building, it was not partitioned among the co-sharers. Other co-sharers transferred his share in favour of Shri Laxman Sao and co-sharer Bharat executed an agreement to sale-deed in favour of Basanti Devi wife of Late Laxman Sao. Out of it rest contents given this paras is absolutely wrong, incorrect and baseless. It is material to mention here that sons of the Bharat Sao, Chhedilal Ghangoor and Gobardhan, and Kalloo alias Anil Keshari is bound to execute sale-deed in favour of Basanti Devi if they executed any sale-deed in favour of defendant No. 3 i.e. liable to be cancelled. Thus, the contents given in para 7 of the affidavit is incorrect, false and creative. The defendant No. 3 and other tenants carry on his business in his tenant shop according to law. The agreement to sale dated 6.7.1993 and sale-deed dt. 4.11.1993 in respect of the portions of the building is a forged documents nothing more. They have no any right to do so.

7. The Prescribed Authority, vide judgment and order dated 25th May, 1996, rejected plea of petitioner-tenant that after execution of sale-deed, as aforesaid, release application/suit had rendered infructuous. Proceeding further, it held that landlords have proved their claim of personal need to be bona fide and genuine and property in dispute is liable to be released to them. The release application was accordingly allowed by Prescribed Authority.

8. Rent Appeal No. 46 of 1996 preferred by petitioner was allowed by Vth Additional District Judge, Varanasi vide judgment dated 18.11.1998 considering the only question that after execution of sale-deed dated 4.11.1993, his status became that of owner of property and without looking into consequences and effect of said sale deed in respect to intersect relationship of respondent and petitioner vis a vis property in dispute, Trial Court, in a summary manner, should not have rejected petitioner-tenant's application and instead this aspect ought to have been considered with more application of mind and seriousness. It, accordingly, directed Prescribed Authority to decide the matter afresh on merits in the light of observations made in appellate judgment, by first, deciding whether respondents are landlord of appellant in respect to shop in question, and thereafter only, question of bona fide need and its genuity and hardship can be considered.

9. Pursuant thereto, the Prescribed Authority looked into the matter and found

that there was no partition between the brothers i.e. four sons of Raja Sao. Applicant-respondents also could not show that sale-deed could not have been executed by legal heirs of Bharat Sao in favour of petitioner. However, it further held that as a result of aforesaid sale-deed, status of petitioner-tenant changed and he became owner/co-owner therefore, no proceedings for eviction was entertainable and accordingly rejected release application of respondents.

10. Rent Appeal No. 23 of 1999 was preferred by respondents, which has been allowed by Appellate Court vide judgment, impugned in first petition, observing, since there is no partition of property in dispute by metes and bound, and only one forth share stood transferred to the petitioner by legal heirs of Bharat Sao, that would not make petitioner-tenant to be owner or co-owner of property in dispute so as to render release application infructuous. The Appellate Court relied on Apex Court's decision in *India Umbrella Manufacturing Co. and Others Vs. Bhagabandei Agarwalla (Dead) by Lrs. Smt. Savitri Agarwalla and Others*, . The Appellate Court has observed that there is an otherwise decision of Apex Court in *Abdul Alim Vs. Sheikh Jamal Uddin Ansari and Others*, and referring to contradiction in the two authorities of Apex Court, he has preferred to follow subsequent decision and a similar view taken by this Court in *Ved Prakash Arya v. Additional District Magistrate (Supply), Rent Control and Eviction Officer, Varanasi*, 2003 (2) ARC 797.

11. The second petition also involves the similar facts and issue.

12. Sri Kunal Ravi Singh, learned counsel for the petitioner assailed impugned judgments on two issues. Firstly, that decision of Apex Court in *Abdul Alim* (supra) clinches the issue and Appellate Court committed an error in following subsequent decision in *M/s Indian Umbrella Manufacturing Company* (supra). He also contended that while remanding the matter, Appellate Court set aside entire judgment of Prescribed Authority, but in the subsequent proceedings, without recording any separate findings on the question of bona fide need and hardship, the Prescribed Authority has followed earlier findings though as a result of setting aside of its earlier judgment, entire order vanished and therefore, it was incumbent upon Court below to reconsider the issue of bona fide need and comparative hardship, after considering and deciding the question of ownership of petitioner-tenant.

13. Sri Aroop Benerji, learned counsel appearing for the respondents supported decision of Appellate Court.

14. Having considered rival submissions and perusing the record, in my view, judgments of Appellate Court, impugned in this writ petition, deserve to be sustained. In my view, there is no apparent conflict in the two decisions of Apex Court in *Abdul Alim* (supra) and *M/s Indian Umbrella Manufacturing Co.* (supra). Both have different facts situation and it cannot be said that the principle of law laid down therein is mutually inconsistent.

15. In *Abdul Alim* (supra), there was a shop owned by Sheikh Jamal Uddin Ansari

and his brother-Sheikh Burhan Uddin. It was in tenancy of Abdul Alim. Sheikh Burhan Uddin executed a registered sale-deed on 12.4.1988 and sold his share in the shop to Abdul Alim. The other brother Sheikh Jamal Uddin Ansari filed an application for release of shop u/s 21(1)(a) of Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972 (hereinafter referred to as "Act, 1972") but Prescribed Authority rejected application on the ground that tenant being co-owner of half of the share in shop, cannot be ousted therefrom and application is not maintainable. Same view was expressed by Appellant Court after dismissing the appeal of Sheikh Jamal Uddin Ansari but High Court held that sale-deed would not result in converting status of tenant to that of owner, therefore, release application of Sheikh Jamal Uddin Ansari was maintainable. The Apex Court reversed decision of High Court and held that release application u/s 21(1)(a) of Act, 1972 was not maintainable because the tenant, acquired co-ownership rights in the demised shop even before filing of release application and it cannot thus be said that landlord co-owner has consent of other co-owner for seeking release of tenanted accommodation. The change of status of tenant to that of being an equal co-owner of un-partitioned property, would, therefore, lead to an irresistible conclusion that release application was not maintainable particularly when admittedly there was no partition of suit properties till the date of judgment of Apex Court. This is a decision rendered by Apex Court on 27.11.1997 by a Bench consisting of two Hon"ble Judges.

16. In M/s Indian Umbrella Manufacturing Co. (supra), the facts are slightly but remarkably different. The suit property consisted of a house and outhouses. The entire property including the land and building owned by one late Ladi Aggrawalini. It was in possession of two tenants. On 24.8.1957, late Ladi Aggrawalini made a gift of the suit property in favour of her two daughters namely Bhagabandei and Buchi Devi. The tenants were informed about such gift and they also attorned in favour of the donee sisters. On 1.6.1967, fresh deeds of lease were executed between the two co-landlords jointly and the two tenants individually. The two tenants were M/s. India Umbrella Manufacturing Company and M/s Bharat Stores & Agencies through its proprietor Tulsiram Swami. In the two lease deeds both the tenants agreed to pay monthly rent, though half thereof, to each of the two co-owners, separately. In other words, though the property itself was undivided and jointly owned by the two sisters, the rent agreed upon by the two tenants with the consent of the two co-owners to be apportioned in equal shares between the two co-owner. In 1971-72, both the co-owners initiated proceedings for partition of only land and not that of structure standing thereupon. According to the local laws, orders were passed in partition case dividing land by metes and bounds but no such partition took place in respect to the structure of house standing over the land. The reason assigned by the two co-owners therefore was that both have decided to demolish the superstructure and then to construct their separate houses on their respective pieces of land, which had fallen to their respective shares pursuant to the land partition proceedings. The two co-owner and co-landlady sisters joined together

in filing suits for ejectment against the two tenants from the building in dispute. They pleaded that having no other house for their own residence, they proposed to demolish the house occupied by two tenants and thereafter would raise their own independent construction, besides alleging certain default in payment of rent against the tenants. The Trial Court dismissed the suit. Thereafter, Buchi Devi, one of the co-owner, executed a registered sale-deed dated 12.6.1981 in respect to her share in the suit house to the partners of M/s. India Umbrella Manufacturing Company carrying on business in the suit premises. Subsequent to the aforesaid sale, another sister Bhagabandei alone filed appeals challenging dismissal of the suits by the Trial Court. Buchi Devi was impleaded as a proforma respondent. The purchasers of share of Buchi Devi were also impleaded as parties in the appeal. During pendency of appeal, the purchaser of the share of Buchi Devi filed an application stating that they were not interested in ejectment of tenants so far as their share in the property is concerned and thus prayed for dismissal of the suit. Another application was filed by tenant submitting that right to evict vests in the co-landlords and as one of them had transferred away her rights and the transferees were not interested in pursuing eviction, the appeal was incompetent and liable to be dismissed. The District Judge allowed the two appeals and in respect to the two applications filed by purchasers of share of Buchi Devi, and the tenant, he opined that they were of no consequence but added in the judgment, a rider, that, since some of the partners have purchased rights of one of the co-owners in the house property, unless and until house property is partitioned between the two co-owners by metes and bound, such purchasers cannot be evicted from the suit property and they would continue to pay rent to the extent of same proportion as it was being paid earlier. In substance, learned District Judge found the interest of landlords in the suit house to the extent of one half, i.e. owned by Buchi Devi, having vested in the partners of one of the tenants firm M/s. India Umbrella Manufacturing Company and therefore tenancy extinguished to the extent of one half by merger, but continuing to the extent of one half equivalent to the share owned by Bhagabandei. The other tenant was directed to be ejected.

17. The Apex Court looked into the matter and found that suit was filed by both the co-owners, meaning thereby both had common intention and objective that the two tenants should be evicted from property in dispute. In law, it is also well-settled that even one of the co-owners can file a suit for eviction of a tenant in the property generally owned by the co-owners. The Court refers to its earlier decisions in *Sri Ram Pasricha Vs. Jagannath and Others*, , *Dhannalal Vs. Kalawatibai and Others*, . The principle is based on the doctrine of agency. One co-owner filing a suit for ejectment against a tenant does so on his own behalf in his own rights and as an agent of the other co-owners. The consent of other co-owners is assumed as taken unless it is shown as a matter of fact that other co-owners were not agreeable to eject the tenant and the suit was filed in spite of their disagreement. The facts and circumstances, as available on the date of institution of suit, have to be seen so as to find out whether on that date it was

validly filed or not. Admittedly, the suit was filed by both the co-owners with the clear intention of ejectment of two tenants from property in dispute. Having said so, the Apex Court further said:

One of the co-owners cannot withdraw his consent midway the suit so as to prejudice the other co-owner. The suit once filed, the rights of the parties stand crystallised on the date of the suit and the entitlement of the co-owners to seek ejectment must be adjudged by reference to the date of institution of the suit; the only exception being when by virtue of a subsequent event the entitlement of the body of co-owners to eject the tenant comes to an end by act of parties or by operation of law.

(emphasis added)

18. The Apex Court considered another aspect of the matter in *M/s. India Umbrella Manufacturing Company (supra)*. The suit was filed willingly with common objective and intention by both the sisters. During continuation of litigation one of the sisters parted with her share in the property. The tenancy was in the name of the partnership firm. It was not clear whether all the partners or few of them constituted buyers to purchase share of one of the sisters. The fact remains that they had purchased only a share in the property and not the entire property. The applicability of doctrine of merger within the meaning of Clause (d) of Section 111 of the Transfer of Property Act, 1882 thus was not attracted. In order to bring tenancy to an end, the merger should be complete, i.e. interest of landlord in its entirety must come to vest and merge into the interest of tenant in its entirety. When part of interest of the landlord or interest of one of many co-landlords-cum-owners, comes to vest in the tenant, there is no merger and tenancy is not extinguished.

19. It is in these facts and circumstances and proposition of law, referred to in both the judgments, I find that there no apparent conflict between the two authorities of Apex Court. The two judgments having been decided in different facts and circumstances with distinct principle of law stated therein. To the facts of the present case, the exposition of law laid down in *M/s Indian Umbrella Manufacturing Co. (supra)*, applies and the Appellate Court has rightly followed the same.

20. Hence, property initially belong to one Raja Sao and after his death, devolved upon his four sons including Laxman Sao and Bharat Sao. The pedigree, mentioned in para 3 of affidavit of petitioner Munshi Lal filed in Court below is as under:

21. The entire house No. CK37/16 was an ancestral property owned by Raja Sao and thereafter it was devolved upon his four sons. The heirs/representatives of Laxman Sao instituted proceedings u/s 21(1)(a) of Act, 1972 in respect to shop in question. They pleaded that disputed shop is owned by Sri Laxman Sao, who was the legal successor and landlord thereof and was receiving rent from the petitioner-tenant. The application was filed on 8th September, 1992. The

petitioner-tenant in his written statement admitted status of landlord and owner of late Laxman Sao in respect to shop in dispute. In respect to house, i.e. C.K. 37/16, petitioner-tenant pleaded in para 3 of written statement dated 28th September, 1993 that it is an ancestral house and there are several other owners thereof. It is the affidavit of petitioner-tenant dated 30.8.1994 wherein he for the first time raised a dispute about status of landlord-applicants and in para 2 said that entire house is jointly owned by all the four sons of Raja Sao and other off springs. In para 28 of said affidavit, he referred to sale-deed dated 4.11.1993 stating that after death of Bharat Sao, his sons Chhedi, Changur, Goverdhan and Kallu alias Anil have sold their one-fourth share in the entire house including the shop therein to petitioner-tenant and therefore, status of petitioner-tenant has now changed to that of owner/co-owner to the extent of one-fourth share in the house No. CK37/16, Vishwanath Gali, Varanasi.

22. The two facts apparent from aforesaid pleadings are that the date on which application u/s 21(1)(a) of Act, 1972 was filed, firstly, exclusive ownership and landlords status of applicants was state by applicants in para 1 of their release application and the same was not disputed by petitioner-tenant, as is evident from the following:

That in para 1 of application there is no denial of Laxman Sao being father of applicants 1 to 6, his death and landlord in excess.

(English Translation by the Court)

23. It is also not the case of petitioner that in respect to shop in question, he had pleaded since initial stage that it was a joint property of other sons of Raja Sao or that on the date of filing release application assuming that there were some other co-owners, they had any intention of not evicting petitioner from shop in question. The sale-deed dated 4.11.1993 in respect to one-fourth share in house No. CK37/16 came to be executed after filing of release application as also written statement by petitioner-tenant. A perusal of sale-deed dated 4.11.1993 also refers to an agreement between the petitioner and heirs of Sri Bharat Sav regarding sale of one-fourth share in the house property CK37/16, Vishwanath Gali, Varanasi and in reference thereto an earlier agreement dated 6th July, 1993 but it did not mention at any stage that the vendors therein had not consented or had expressed any otherwise view in respect to ejectment of petitioner-tenant from shop in question though release application dated 8.9.1992 of respondents 1 to 7 was pending at that time. It is in these facts and circumstances, in my view, what has been stated by Apex Court in M/s. India Umbrella Manufacturing Company (supra) in paras 6 and 7 of the judgment would squarely apply in the present case, inasmuch as, one of the co-owners cannot withdraw his consent midway the suit so as to prejudice the other co-owner. The suit once filed, the rights of parties stand crystallised on the date of suit and the entitlement co-owners to seek ejectment must be adjudged by reference to the date of institution of the suit.

24. In Abdul Alim (supra), facts situation was different, inasmuch as, there half of the share was sold by one of the brothers to the tenant before filing of release application and that is why only one of the brothers could file application and not the another one.

25. He cannot presume to have consent of tenant acquiring co-ownership for his own ouster. The Appellate Court, therefore, has rightly followed decision of Apex Court in M/s. India Umbrella Manufacturing Company (supra) and in my view, it warrants no interference so far as this aspect is concerned.

26. Now, I come to the second question that Prescribed Authority's earlier decision having been set aside by Appellate Court vide judgment dated 18.11.1998 though it had required Prescribed Authority to look into the question of consequences of execution of sale-deed dated 4.11.1993 but since judgment of Prescribed Authority itself was set aside, meaning thereby Prescribed Authority was under an obligation to decide all question afresh including that of bona fide and genuinity of personal need as well as issue of hardship.

27. From a bare perusal of order dated 18.11.1998 it is evident that learned Appellate Court did not reverse findings of Prescribed Authority in respect to genuinity and bona fide of plea of release of disputed accommodation on the ground of personal need as set up by applicants-respondents and on the question of comparative hardship also Appellate Court did not find any flaw. On the contrary it formed opinion that unless consequences and effect of sale-deed dated 4.11.1993 vis-a-vis status of petitioner-tenant is decided properly, release application filed by the applicant-respondents u/s 21(1)(a) of Act, 1972 ought not have been allowed.

28. The appellate order dated 18.11.1998 was an order of remand. It cannot be disputed that an order of remand is in the nature of an interlocutory judgment. It did not terminate proceedings as such. In AIR 1981 707 (SC) , referring to an order of remand passed by High Court, Apex Court said that it is an interlocutory judgment, which would not terminate proceedings and it is open to the aggrieved party to challenge it after the final judgment. In Satyadhyan Ghosal and Others Vs. Sm. Deorajin Debi and Another, , the Court has taken a same view that an order of remand was an interlocutory judgment, which did not terminate proceedings and hence could be challenged in an appeal from final order. The aforesaid judgments were cited and followed recently in Mangal Prasad Tamoli (Dead) by Lrs. Vs. Narvedshwar Mishra (Dead) by Lrs. and Others, . That however, by itself will not solve the problem unless this Court examine, when matter is remanded after considering on certain issues, can an order setting aside Court's below order would result as if findings, which are not touched or found otherwise by remand Court, can be deemed to be a nullity so as to warrant fresh consideration by Court to whom matter is remanded. The answer I find in Apex Court's decision in Mohan Lal Vs. Anandibai and Others, . In para 9 thereof, Apex Court said:

9. Lastly, counsel urged that now that the suit has been remanded to the trial Court for reconsidering the plea of res-judicata the appellant should have been given an opportunity to amend the written statement so as to include pleadings in respect of the fraudulent nature and antedating of the gift deed Ext. P-3. These questions having been decided by the High Court could not appropriately be made the subject-matter of a fresh trial. Further, as pointed out by the High Court, any suit on such pleas is already time-barred and it would be unfair to the plaintiff-respondents to allow these pleas to be raised by amendment of the written statement at this late stage. In the order, the High Court has stated that the judgments and decrees and findings of both the lower Courts were being set aside and the case was being remanded to the trial Court for a fresh decision on merits with advertence to the remarks in the judgment of the High Court. It was argued by learned Counsel that, in making this order, the High Court has set aside all findings recorded on all issues by the trial Court and the first appellate Court. This is not a correct interpretation of the order. Obviously, in directing that findings of both Courts are set aside, the High Court was referring to the points which the High Court considered and on which the High Court differed from the lower Courts. Findings on other issues, which the High Court was not called upon to consider, cannot be deemed to be set aside by this order. Similarly, in permitting amendments, the High Court has given liberty to the present appellant to amend his written statement by setting out all the requisite particulars and details of his plea of res judicata, and has added that the trial Court may also consider his prayer for allowing any other amendments. On the face of it, those other amendments, which could be allowed, must relate to this very plea of res judicata. It cannot be interpreted as giving liberty to the appellant to raise any new pleas altogether which were not raised at the initial stage. The other amendments have to be those which are consequential to the amendment in respect of the plea of res judicata.

(emphasis added)

29. The above dictum has been followed and reiterated by this Court in Writ Petition No. 58850 of 2012 (Shri Satendra Pal Singh v. Sri Dwarika Das and others) decided on 8th November, 2012.

30. In view of the above, I find no error on the part of the Prescribed Authority in following earlier findings in respect to bona fide need and hardship instead of adjudicating the same again and afresh and find no infirmity, legal or otherwise, therein so as to warrant any interference in this writ petition.

31. No other issue has been argued.

32. In view of the above discussion, I do not find any legal or otherwise error what to say of error apparent on the face of record warranting interference in exercise of jurisdiction under Article 226/227 of the Constitution of India.

33. Both the writ petitions, therefore, are devoid of merits.

34. Dismissed. Interim order, if any, stands vacated.