
(2003) 10 DEL CK 0014
In the Delhi High Court
Case No : CW No. 51 of 1993

Premlata Bhatia

APPELLANT

Vs

Union of India (UOI) and Others

RESPONDENT

Date of Decision : 14-10-2003

Acts Referred:

Constitution of India, 1950 — Article 226, 227

Public Premises (Eviction of Unauthorised Occupants) Act, 1971 — Section 2, 4, 5, 8, 9

Citation : (2004) 1 AD 186 : (2003) 108 DLT 346 : (2004) 4 RCR(Civil) 323

Hon'ble Judges : Badar Durrez Ahmed, J

Bench : Single Bench

Advocate : A.S. Chandhiok and Jyoti Mendiratta, Sweta Kakkad and Karan Mehra, for the Appellant; J. Tripathi, for the Respondent

Final Decision : Dismissed

Judgement

Badar Durrez Ahmed, J.—The questions that arise for consideration in this case, inter alia, are:- (a) whether the petitioner, a licensee in the premises in question, can be said to have permitted the premises or any part thereof for being used by any other person for any purpose whatsoever? (b) Whether a company formed by the petitioner herself and wherein she held virtually the entire share-holding would be covered under the expression "any other person"? These questions arise for determination in the context of proceedings under the Public Premises (Eviction of unauthorized Occupants) Act, 1971 (hereinafter referred to as the "said Act").

2. The petitioner submits that she is not an "unauthorized occupant" and, Therefore, the order of eviction passed by the Estate Officer on 16.10.1990 u/s 5 of the said Act as well as the appellate judgment dated 22.7.1992 of the Additional District Judge confirming the order need to be set aside and quashed. The petitioner has also sought the quashing of the letter dated 2.9.1987 whereby the license in favor of the petitioner in respect of the premises in question was cancelled.

3. The petitioner was inducted as a licensee by the Respondents on 19.8.1975 by way of a License Deed executed on that date in respect of Shop No. 10, Asia House Market, New Delhi. Clauses 1, 2 and 8 of the said License Deed are as under:

"1. The Licensee(s) shall be deemed to be bare Licensee(s) having only a personal right in the said premises and nothing herein contained shall be deemed to be a demise at law of the said premises or any part thereof so as to give the Licensee(s) any interest therein.

2. The license is purely temporary and the government reserve the right to revoke it at any time by giving thirty days notice without assigning any reason to the Licensee(s) of their intention to do so.

xxxx xxxx xxxx xxxx xxxx xxxx 8. The Licensee(s) shall not permit the said premises or any part thereof being used by any other person for any purposes whatsoever without the previous consent in writing of the Government and in default thereof shall be liable for ejection. The Licensee (s) shall not introduce any partner nor shall he/they transfer possession of the premises or part thereof or otherwise carry on the business in the premises with any other person or assign, transfer, change or otherwise alienate his interest in the premises."

In November 1976, the petitioner along with her husband incorporated a company called "Romica World Travel (Pvt.) Ltd." (hereinafter referred to as "the said company"). The petitioner and her husband together hold 97.93% shares in the said company. The petitioner manages and is in charge of the affairs of the Company and runs its business from the premises in question from the very inception i.e., from 1976 onwards. It is the petitioner's case that this was known to everyone including the respondents. However, no objections were raised in respect thereof at any stage prior to the issuance of a show cause notice dated 20.7.1987 which was issued by the Directorate of Estates. The show cause notice called upon the petitioner to show cause as to why the license should not be cancelled on account of the prima facie opinion of the issuing authority that the petitioner had "sublet" the shop. The petitioner was called upon to show cause within 21 days and was also requested to remove the breaches, failing which, the allotment of the shop would be cancelled. Thereafter, by a letter dated 2.9.1987 issued by the Directorate of Estate, the license was cancelled. The ground for cancellation of the license was as under:-

"And whereas you have failed to comply with the various terms and conditions as stipulated in this Directorate letter No. DE/MKT/15(10)74 Dated 11.8.1975."

By the same letter the petitioner was asked to vacate the premises at the end of month of October, 1987.

4. Since the premises were not vacated, notice u/s 4 was issued by the Estate Officer and proceedings under the said Act ensued. The Estate Officer, after hearing the parties, passed the order dated 16.10.1990 and ordered that the

petitioner be evicted from the said premises on the ground that the petitioner had "sublet"2 the premises. The Additional District Judge, in an appeal u/s 9 of the said Act, confirmed the eviction order of the Estate Officer. However, while confirming the said order of eviction the learned Additional District Judge made the following observations:-

"8. In view of the above even if one is inclined to accept that it was only a technical fault and not a case of substantial sub-letting or misuse of the premises, this Court can not substitute its own view in place of the decision of the allotting Authority, in view of the decision in Dr. K. R. K. Talwar's case because the allotment has been cancelled.

9. No doubt, it would have been better if the premises were regularised in the name of the appellant and on the basis of technical fault, the appellant was not proceeded against but as this lies within the discretion of the Allotting Authority, this Court can not do anything else except dismissing the appeal in the present circumstances of the case. Consequently, I dismiss the appeal. Let a copy of this judgment be sent to the learned Estate Officer for information Along with the records. Appeal file be consigned to records."

5. The whole question Therefore, is whether the constitution of the said Company by the petitioner and user by it (ie., the company) of the said premises would amount to a violation of Clause 8 of the License Deed. Mr Chandiok, learned senior counsel for the petitioner, submitted that there was no such violation as there was no parting with possession nor was there any "subletting" inasmuch as the petitioner continued to retain possession of the said premises. The company was, in fact, nothing but the petitioner herself shrouded in a corporate veil which, in this case, ought to be pierced to reveal that true identity of the person who actually runs the business. If that were done, then there would be no doubt that the petitioner continued in possession and that there was no question of any "sub-letting". Learned counsel for the petitioner relied upon the following decisions:

1. Vishwa Nath and Another Vs. Chaman Lal Khanna and Another,

2. Madras Bangalore Transport Co. (West) Vs. Inder Singh and Others,

6. On the other hand Mr. Jayant Tripathi who appeared on behalf of the respondents contended that the company was a separate juristic person and that Clause 8 was thereby violated. It is his contention that the mere fact that the company was using the premises meant that the same were permitted to be used by "any other person" as contemplated in Clause 8 of the License Deed. According to him this fact coupled with the admitted position that previous consent in writing of the respondents was not taken clearly constituted a violation of the specific terms of Clause 8 of the License Deed itself. And, the cancellation of the license was Therefore beyond reproach. He further contended that, in view of the Division Bench decision of this Court in the case of K.R.K. Talwar Vs. Union of India and Others, , once the License Deed had been

cancelled, the same was not open to judicial review and it was not open for the officers and authorities under the said Act to go behind the cancellation order. Lastly, he submitted that, in any event, the petitioner was not entitled to any of the reliefs claimed in the present petition in view of the fact that the conduct of the petitioner had not been equitable. He submitted that after the order of the learned Additional District Judge, the respondents, on 29.12.1992, had sealed the premises in question. The present writ petition was filed on 4.1.1992 and the petitioner obtained the stay order on 5.1.1993. The seals were thereafter broken open by the petitioner on 8.1.1993. The interim order passed on 5.1.1993 was as under:-

"Notice for 23rd March, 1993. Meanwhile, the impugned order is stayed subject to however after the arrears of license fee and/or damages are paid by the Petitioner. dusty as well."

On 10.12.1993 the interim order made on 5.1.1993 was confirmed till the disposal of the writ petition. Liberty was however granted to the parties to seek variation of the order, if the circumstances so required and after the pleadings were completed. Thereafter, the respondents filed C. M. No 14197/99 for vacation of the interim order dated 5.1.1993 and 10.12.1993. Notice was issued to the Petitioner on this application on 20.12.1999. However, on 17.7.2000 counsel for both the parties prayed that rather than disposing of this application, the writ petition itself be taken up for hearing. Thereafter, the matter had been posted for final disposal and it was ultimately heard by this Court on 4.9.2003. In the said CM No.14197/99 as well in the Counter affidavit filed on behalf of the respondents it is stated that the eviction squad of the respondent finding that the shop in question was locked, sealed the same on 29.12.1992 and handed over its possession to the CPWD. It is also indicated that the Petitioner had broken open the seals of the shop unauthorizedly on 8.1.1993 and took over possession once again. Thus, according to the learned counsel for the respondents, on 5.1.1993, when the interim order was passed by this Court, the premises in question were lying sealed. Thereafter, on 8.1.1993 that the Petitioner removed the seals and took over possession of the said shop. According to the learned counsel for the respondents, this conduct on the part of the petitioner, by itself, would disentitle the petitioner from obtaining any relief in the present petition for, according to him, it is well known that he who seeks equity must do equity.

7. The facts clearly establish that the shop in question was allotted to the petitioner by way of the said license Deed. It was clearly a license and that too a temporary one terminable by the Licensor with 30 days notice without assigning any reason. No interest in the said shop passed on to the petitioner. She was merely permitted to use the said shop subject to the terms and conditions of the license. One of the conditions was embodied in clause 8 which has been set out above. It clearly stipulated (a) that the Licensee shall not permit the said premises or any part thereof being used by any other person for any purposes whatsoever without the previous consent in writing of the Government and in

default thereof shall be liable for ejectment; and (b) that the Licensee shall not introduce any partner nor shall he/she transfer possession of the premises or part thereof or otherwise carry on the business in the premises with any other person or assign, transfer, change or otherwise alienate his interest in the premises. This clause Therefore, prohibits the Licensee from permitting the said shop to be used by "any other person" without the previous written consent of the Government. Amongst other things, it also prohibits the Licensee from carrying on business in the said shop "with any other person". Thus, mere permission of user of the said shop by "any other person", other than the Licensee, without the previous written consent of the Licensor, would amount to a violation of the condition of the License. Moreover, even if the Licensee carries on business in the said shop with "any other person", this would also be in contravention of the said clause.

8. In the present case, there is no dispute that the said company (Romica World Travels [Pvt] Ltd) runs its business from the said shop. It does so, upon the permission granted by the petitioner (Licensee). But, without any previous written consent from the Licensor. To this extent, it does appear that the petitioner has contravened clause 8. However, the learned counsel for the petitioner submits that the said company is not "any other person" but the petitioner herself, if one were to remove the corporate veil.

9. I shall now examine the two cases cited by the learned Counsel for the petitioner. In *Vishwa Nath v. Chaman Lal Khanna* (supra), a single judge of this court held:-

"22. If an individual takes the premises on rent and then converts his sole proprietorship concern into a Private limited company in which he has the controlling interest he cannot be evicted from the premises. On the proved facts, this is the inevitable conclusion. The person who took the premises on rent remains in possession though he forms a company and ceases to be the sole proprietor. He does not cease to be in possession. He has not parted with the possession with any one. He has changed the form of his business. In *Interads Vishwa Nath* was the sole proprietor. In *Interads Private Limited* he has the controlling interest and his wife and his two sons are the other shareholders along with two other strangers. He was all in all in his proprietorship concern. Now also he is the chief executive, chairman and the managing director of the company. It is true that the company is a juristic person but in each case what we have to see is whether Possession has been parted with and whether there is an ouster of the tenant. If the company is a facade concealing the true facts it may be necessary for the Court to pierce the corporate veil."

(underlining added)

This case appears to support the petitioner's contention. But, that is only at first blush. The primary distinction being that the present case is one of a license whereas *Vishwa Nath's* case (supra) was one of a lease. The question there was

of sub-letting. Here it is one of permissive user. A lease and a license stand on a different footing. A license merely grants the Licensee a right to use the property. A lease, on the other hand, entails the creation of an interest in the lessee. Possession is transferred to the lessee during the term of the lease. For all practical purposes the property is conveyed to the lessee; the owner merely retains the right of reversion. In the case of *Associated Hotels of India Ltd. Vs. R.N. Kapoor*, the Supreme Court observed thus: (p.1269, para 27)

"... if a document gives only a right to use the property in a particular way or under certain terms while it remains in possession and control of the owner thereof, it will be a license. The legal possession, Therefore, continues to be with the owner of the property, but the licensee is permitted to make use of the premises for a particular purpose. But for the permission, his occupation would be unlawful".

Thus, while a license only entails a right to use the property, a lease necessarily involves a transfer of possession. Consequently, the factors to be examined in the case of a lease and that of a license are quite different. To substantiate an allegation of sub-letting, parting with possession needs to be established³. But, parting with possession need not necessarily have to be proved to show that the terms of the license have been breached. In other words, a license may be liable to be cancelled even where there is no transfer of possession. In this context, it becomes clear that *Vishwa Nath*'s case is not applicable to the facts of this case. The emphasis in that case was on the question of parting with possession. Here, we are not concerned with possession but with user. In terms of clause 8, this case is concerned with whether the shop has been permitted to be used by another "person". On the face of it, the said company is a separate juristic person, different and distinct from the petitioner. The company has been permitted to use the shop by the petitioner. Therefore, clause 8 has been contravened, unless it can somehow be established that the petitioner and the said company are one and the same person. This aspect will be discussed a little later after I finish with the second case relied upon by the learned counsel for the petitioner.

10. *M/s. Madras Bangalore Transport Company (West)* (supra) is also a decision relating to sub-letting and would Therefore not be applicable to the situation at hand. The learned counsel for the petitioner also cited this decision to show that the Supreme Court had specifically approved of the decision of this court in *Vishwa Nath*'s case (supra). There is no quarrel with this. But, both the decisions were on the question of subletting and, as explained above, would have no application to the facts of the present case.

11. This takes us to the question of whether the petitioner and the said company can be regarded as one and the same person or not? A company is a separate juristic person. This is the settled position ever since 1897 when the House of Lords decided the case of *Salomon v. Salomon & Co. Ltd*: 1897 AC 22. Lord Macnaghten observed (at p.51):-

"the company is at law a different person altogether from the subscribers to the memorandum; and, though it may be that after incorporation the business is precisely the same as it was before, the same persons are managers, and the same hands receive the profits, the company is not in law the agent of the subscribers or trustee for them. Nor are the subscribers as members liable, in any shape or form, except to the extent and in the manner provided by that Act."

However, through time, courts have made inroads into this and certain exceptions have been carved out. When courts invoke such exceptions and disregard the separate identity of companies it is commonly described as lifting or piercing the corporate veil. This has been succinctly put by the supreme court in *Tata Engineering and Locomotive Co. Ltd. Vs. State of Bihar and Others*, as follows:

"24. The true legal position in regard to the character of a corporation or a company which owes its incorporation to a statutory authority, is not in doubt or dispute. The Corporation in law is equal to a natural person and has a legal entity of its own. The entity of the Corporation is entirely separate from that of its shareholders; it bears its own name and has a seal of its own; its assets are separate and distinct from those of its members; it can sue and be sued exclusively for its own purpose; its creditors cannot obtain satisfaction from the assets of its members; the liability of the members or shareholders is limited to the capital invested by them; similarly, the creditors of the members have no right to the assets of the Corporation. This position has been well established ever since the decision in the case of *Salomon v. Salomon and Co.* was pronounced in 1897; and indeed, it has always been the well-recognised principle of common law. However, in the course of time, the doctrine that the Corporation or a Company has a legal and separate entity of its own has been subjected to certain exceptions by the application of the fiction that the veil of the Corporation can be lifted and its face examined in substance. The doctrine of the lifting of the veil thus marks a change in the attitude that law had originally adopted towards the concept of the separate entity or personality of the Corporation. As a result of the impact of the complexity of economic factors, judicial decisions have sometimes recognised exceptions to the rule about the juristic personality of the corporation. It may be that in course of time these exceptions may grow in number and to meet the requirements of different economic problems, the theory about the personality of the corporation may be confined more and more."

Similar observations were made by the Supreme Court in the case of *New Horizons Limited and Another Vs. Union of India (UOI) and Others*, :

"27. The conclusion would not be different even if the matter is approached purely from the legal standpoint. It cannot be disputed that, in law, a company is a legal entity distinct from its members. It was so laid down by the House of Lords in 1897 in the leading case of *Salomon v. Salomon & Co.* Ever since this decision has been followed by the courts in England as well as in this country. But there have been inroads in the doctrine of corporate personality propounded

in the said decision by statutory provisions as well as by judicial pronouncements. By the process, commonly described as "lifting the veil", the law either goes behind the corporate personality to the individual members or ignores the separate personality of each company in favor of the economic entity constituted by a group of associated companies. This course is adopted when it is found that the principle of corporate personality is too flagrantly opposed to justice, convenience or the interest of the Revenue. (See : Gower's Principles of Modern Company Law, 4th Edn., p.112.) This concept, which is described as "piercing the veil" in the United States, has been thus put by Sanborn, J. in *US v. Milwaukee Refrigerator Transit Co.*⁴:

"When the notion of legal entity is used to defeat public convenience, justify wrong, protect fraud, or defend crime, the law will regard the corporation as an association of persons." "

12. The question Therefore is - can the corporate veil be lifted in the present case to reveal the identity of the person or persons behind it? In all cases where courts have permitted the lifting of the corporate veil, it has been so done to reveal the "true" identity of the company and to expose those persons who sought to use the cloak of corporate personality to hide and shun such exposure with a view to "defeat public convenience, justify wrong, protect fraud, or defend crime". I have not come across any case where a shareholder himself seeks to remove the veil and say to the court - "look, it is me, the company is only a facade!" But, this is what the petitioner wants this court to do to enable her to wriggle out of her liability under clause 8. As observed by the Supreme Court in *Tata Engineering and Locomotive Co. Ltd.* (supra), it would not be possible to evolve a rational, consistent and inflexible principle which can be invoked in determining the question as to whether the veil of the corporation should be lifted or not. Yet, the common thread running through cases where lifting of the veil has been permitted is that such lifting has always been sought by persons outside the company and it has never proceeded from those within and who hide behind the veil. Essentially, lifting of the veil has been permitted to prevent persons from taking refuge behind the veil and thereby take advantage of the separate juristic identity of the company. The doctrine has Therefore been employed by the courts to prevent persons from taking advantage of their wrongs using the corporate entity as a shield. It cannot, Therefore, be employed for permitting the petitioner to take advantage of her wrong in not taking written consent of the Government before permitting the said company to use the said shop. If the corporate veil cannot be lifted, the inevitable conclusion is that the petitioner and the said company are separate and distinct persons. Consequently, user by the said company of the said shop in the facts narrated above would be in violation of the terms and conditions of the license and, in particular, of clause 8 thereof. Clearly, then, the cancellation of the license would be in order. The "domino effect" would be that the order of the estate officer and ultimately the judgment of the Additional District Judge upholding the eviction of the petitioner would all be unassailable.

13. I shall now deal with the contention of Mr Jayant Tripathi, the learned counsel for the respondents, that, in view of the Division Bench decision of this Court in the case of Dr. K. R. K. Talwar (supra), once the License Deed had been cancelled, the same was not open to judicial review and it was not open for the officers and authorities under the said Act to go behind the cancellation order. In particular, he placed reliance on the following observation of the Division Bench (at para 6):-

"The definition of "unauthorized occupation" in S. 2(e) of the Act is the occupation by any person of the public premises after the authority under which he was allowed to occupy the premises has expired or has been determined for any reason whatsoever. The authority for the occupation of Dr. Talwar was the original allotment or lease granted to him. When this lease was terminated or allotment was cancelled, that authority disappeared and he became a person in unauthorized occupation of the premises. The non-payment of rent by the petitioner for a long time was an overwhelmingly sufficient reason for the termination of the lease and the cancellation of the allotment. The petitioner's counsel contended that the real reason for such action was the suspicion of the authorities that the premises had been sublet by Dr. Talwar to Shri Batra. The Lesser or the allotter has an absolute right to terminate the lease or cancel the allotment. It is not permissible in the course of judicial review to probe into the reasons for such action. The justifiability of such an action is not open to judicial review at all. Moreover, the non-payment of rent for a long time was a complete justification for such an action."

(underlining added)

I do not think that these observations and, particularly, the portions underlined could be construed to mean that the Estate Officer cannot go into the question of validity of cancellation of a lease or a license. These observations were made in the context of the argument that though, ostensibly, the lease was terminated on the ground of non-payment of rent, the "real reason" behind the termination was the suspicion that Dr Talwar had sublet the premises to Shri Batra. Repelling the legitimacy of raising such an argument qua the purported "real reason", the Division Bench merely observed that in the course of judicial review it was not permissible to go into such supposed "reasons". These observations do not mean and, indeed, cannot mean that cancellation of a lease or license cannot be subjected to judicial review or that the Estate Officer cannot go into the question of validity of such cancellation in proceedings under the said Act. The learned counsel for the petitioner referred to a decision of a single judge of the Karnataka High Court in the case of Blaze and Central (P.) Ltd Vs. Union of India and Others, and in particular to the following (para 13):

"The Act need not provide for all the minor details how an enquiry should be conducted by the Estate officer The Estate Officer must hold an enquiry as required under S. 4 of the Act, read with the Public Promises (Eviction of Unauthorized Occupants) Rules 1971. R. 5 of the Rules provides that the Estate

Officer shall record the summary of the evidence before him and the summary of such evidence and any relevant documents filed before him shall form part of the of the proceedings. Exercise of the power under the Act is undoubtedly quasi-judicial. The petitioner has a right to be heard before the Estate Officer and if the right to be heard is to be a real right, which is worth anything, it must carry with it a right to know the evidence of the opposite side. The Petitioner must Therefore be told what evidence has been given or what statements the opposite side has made. In other words, to put it shortly, the petitioner must be given a fair opportunity to correct or contradict the statements recorded or the evidence collected in his presence or absence."

This discloses the nature and ambit of the enquiry to be held by the Estate Officer. Surely, the occupier is entitled to produce all evidence and urge all grounds to show that his/her occupation of the public premises is not unauthorized. It must also include the ground that in law and/or on facts there was no termination of the lease or license. The Supreme Court also considered the scope and powers of an Estate Officer under the said Act. In *Ashoka Marketing Ltd. and another Vs. Punjab National Bank and others*, the Supreme Court, while repelling the contention that the said Act would not apply to cases where the occupant sought to be evicted had obtained possession of the premises on the basis of a lease, observed as under:-

"33. Another submission that has been urged by Shri Ganguli is that the question whether a lease has been determined or not involves complicated questions of law and the estate officer, who is not required to be an officer well versed in law, cannot be expected to decide such questions and, Therefore, it must be held that the provisions of the Public Premises Act have no application to a case when the person sought to be evicted had obtained possession of the premises as a lessee. It is true that there is no requirement in the Public Premises Act that the estate officer must be a person well versed in law. But, that, by itself, cannot be a ground for excluding from the ambit of the said Act premises in unauthorized occupation of persons who obtained possession of the said premises under a lease. Section 4 of the Public Premises Act requires issuing of a notice to the person in unauthorized occupation of any public premises requiring him to show cause why an order of eviction should not be made. Section 5 makes provisions for production of evidence in support of the cause shown by the person who has been served with a notice u/s 4 and giving of a personal hearing by the estate officer. Section 8 provides that an estate officer, shall, for the purpose of holding any enquiry under the said Act have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908, when trying a suit in respect of the matters specified therein namely:

(a) summoning and enforcing the attendance of any person and examining him on oath;

(b) requiring discovery and production of documents; and

(c) any other matters which may be prescribed.

34. Rule 5(2) of the Public Premises (Eviction of unauthorized Occupants) Rules, 1971, requires the Estate Officer to record the summary of evidence tendered before him. Moreover Section 9 confers a right of appeal against an order of the Estate Officer and the said appeal has to be heard either by the District Judge of the district in which the public premises are situate or such other judicial officer in that district of not less than ten years" standing as the District Judge may designate in that behalf. It shows that the final order that is passed is by a judicial officer in the rank of a District Judge."

These observations were made in the backdrop of the question whether a lease has been determined or not. The Supreme Court did not hold that such a question cannot be raised before the Estate Officer. On the contrary, it explained the powers and amplitude of enquiry by an Estate Officer and held that even though the Estate Officer may not be well versed in law, that, by itself, cannot be a ground for excluding from the ambit of the said Act premises in unauthorized occupation of persons who obtained possession of the said premises under a lease. It also observed that the additional safeguard was that the final order under the said Act would be of a judicial officer in the rank of a District Judge. Putting the observations of the Division Bench in the case of Dr K. R. K. Talwar (supra) in the proper perspective, I am unable to agree with the contention of the learned counsel for the respondents that once the License Deed had been cancelled, the same was not open to judicial review and it was not open for the officers and authorities under the said Act to go behind the cancellation order. However, this does not alter the result of this petition. I have already held that the cancellation of the license was in order and have upheld the eviction order passed by the estate officer and the judgment of the Additional District Judge confirming the eviction of the petitioner.

14. In this view of the matter, it is not necessary for me to consider the other aspect of the conduct of the petitioner. Moreover, as regards the alleged conduct, it also appears that the respondents were also not very serious inasmuch as they chose to have the matter decided on merits rather than have their CM for vacation of Stay disposed of. Before parting with this case, it must be borne in mind that in exercise of writ jurisdiction under articles 226 and 227 of the Constitution, this court does not sit as a court of appeal. Normally, no interference with the judgment and order of the Additional District Judge in an appeal u/s 9 of the said Act is called for. Only under exceptional circumstances, such as where there are perverse findings or conclusions, violation of principles of natural justice, gross jurisdictional errors or errors in the decision making process, is interference called for. This is not one of those exceptional cases and, Therefore, in any event, the reliefs prayed for cannot be granted.

15. Accordingly, Rule is discharged. The writ petition is dismissed with no order as to costs.