
(2016) 09 CAL CK 0056
In the Calcutta High Court

Case No : W.P. No. 6034 (W) of 2005 with W.P. No. 20340 (W) of 2004 with W.P. No. 20341 (W) of 2004 with W.P. No. 15769 (W) of 1998 with W.P. No. 3996 (W) of 1999 with W.P. No. 14291 (W) of 2004 with W.P. No. 20147 (W) of 2004

Pundeo Singh

APPELLANT

Vs

Union of India

RESPONDENT

Date of Decision : 21-09-2016

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (2017) 1 CalLT 501 : (2016) 6 WBLR 729

Hon'ble Judges : Subrata Talukdar, J.

Bench : Single Bench

Advocate : Mr. Moloy Kumar Das and Mr. Anirban Dutta, Advocates, for the Eastern Railway in WP 15769(W) of 1988 & WP 3996(W) of 1999; Mr. Sanajit Kumar Ghosh, Advocate, for the Eastern Railway in WP 14291(W) of 2004 & WP 20147(W) of 2004; Mr. Krishna Das Poddar, Advo

Final Decision : Disposed Off

Judgement

Subrata Talukdar, J.- These writ petitions raise common points of facts and law and, e d are therefore being decided by this common judgment and order.

2. At the very outset it is relevant to mention that each of the writ petitioners is a plot holder under the Railways, particularly Eastern Railway at Ballygunge Railway Siding (hereinafter referred to for short as the plot holders or the said plots or only the plots). The plot holders claim to be in occupation of their respective plots on the basis of licences granted in their favour by the Railways on the terms and conditions stated therein.

3. Sri Subrata Bose, Ld. Senior Counsel appearing for the plot holders argues that the Railways have renewed the licences of the writ petitioners each year and, have continued to regularly accept the licence fees. The plot holders claim to be in possession of the receipts granted by the Railways in respect of such

licence fees.

4. Sri Bose submits that up to the year 1996-97 the Railways regularly demanded licence fees fixed at the old rates and such licence fees were faithfully paid by the plot holders. However, by a purported Memo dated 21st January, 1997 the Railways informed the plot holders that the licence fees have been enhanced by 10% annually retrospectively with effect from 1986. Such 10% enhancement, Sri Bose strongly argues, is exorbitant, arbitrary and, cannot be under any circumstances imposed retrospectively.

5. It is the further submission of Sri Bose that the Memo dated 21st January, 1997 fails to disclose any reason or any policy behind enhancement of the licence fees. Similarly, no enhancement of licence fees related to enhancement of land value can be discerned from the Memo dated 21st January, 1997.

6. Aggrieved by the terms of the Memo dated 21st of January, 1997, the plot holders through their Association challenged the same by way of an application under Article 226 of the Constitution of India registered as WP 15769(W) of 1998. By orders dated 31st of August, 1998 and 22nd of September, 1998 an Hon"ble Single Bench was pleased to, inter alia, direct that each of the petitioners shall pay double the amount which has been paid for the period 1995-96 and, such payment must be made by 17th of October, 1998. The Hon"ble Single Bench was further pleased to clarify that in the event the payment is made within the date fixed as directed, the Railways shall not enforce the enhanced liability.

7. Sri Bose submits that each of the plot holders associated with WP 15769(W) of 1998 as petitioners complied with the terms of the solemn orders of the Hon"ble Single Bench dated 31st of August, 1998 and 22nd of September, 1998 (supra) by depositing double the amount within the stipulated date. Therefore, the petitioners became entitled to protection under the orders dated 31st of August, 1998 and 22nd of September, 1998 from enforcement of any enhanced liability.

8. Sri Bose argues that the orders of the Hon"ble Single Bench (supra) have attained finality and the Railways have continued to accept the payment as directed above by the Hon"ble Single Bench for the period between 1995-96 up to 2009-10. Strangely however, after 2009-10 the Railways refused to accept the payments as directed by the Hon"ble Single Bench (supra) and for such refusal the petitioners cannot be faulted.

9. Sri Bose therefore formulates the next point that since the licence fees were duly paid by the plot holders and accepted for a prolonged period of time by the Railways, the Railways are now precluded from enhancing such licence fees. However, the notice for enhancement of licence fees dated 21st January, 1997 which was the subject matter of the writ petition being WP 15769(W) of 1998 was followed up by the Railways by a further notice dated 25th of August, 2004 once again raising the licence fees to 10% annually instead of 6% annually under the terms of the original licence and, such payment was payable retrospectively

with effect from 1995-96.

10. Once again challenging the exorbitant and arbitrary enhancement of the licence fees by the notice dated 25th of August, 2004 as well as the subsequent notice dated 18th October, 2004, the plot holders filed a fresh batch of writ petitions. Sri Bose particularly points out to the fact that departing from the terms of the original licence as granted by the Railways to each of the plot holders including the present petitioners and, without entering into any agreement with the plot holders as envisaged under the terms of the original licence, this time by the notices dated 25th August, 2004 and 18th October, 2004, the Railways demanded that upon the failure of the plot holders to pay the enhanced licence fees, the plot holders were called upon to quit and vacate.

11. The notices dated 25th August, 2004 and 18th October, 2004 were once again challenged before an Hon''ble Single Bench which was pleased to, inter alia, direct that in the event the petitioners deposit 50% of the amount claimed on and by 5th November, 2004 they shall be entitled to a stay on the order of eviction. The order dated 29th October, 2004 of the Hon''ble Single Bench (supra) was challenged in appeal before an Hon''ble Division Bench by the petitioners. By order dated 5th November, 2004, the Hon''ble Division Bench was pleased to intervene in the order of the Hon''ble Single Bench dated 29th October, 2004.

12. Sri Bose submits that during the course of hearing of the writ petitions filed by the plot holders in the year 2004, the Railways handed over a copy of the purported guidelines of the Railway Board dated 24th of March, 2004. It therefore became necessary for the plot holders to challenge such guidelines by way of a fresh writ petition being WP 6034(W) of 2005.

13. The said writ petition is among the batch of the common writ petitions being argued before this Court. Sri Bose submits that during the pendency of the above noted writ petitions which essentially challenge the arbitrary and exorbitant claim of the Railways to enhanced licence fees and, in default seek eviction of the plot holders, the petitioners stumbled across the judgment and order dated 10th August, 2001 passed by an Hon''ble Single Bench in a separate but connected writ petition being WP 1405(W) of 1997 in the matter of Kalighat Railway Plot Holders Association v. Union of India & Ors. By the said judgment and order dated 10th August, 2001 the Hon''ble Single Bench was pleased to, inter alia, strike down Para 4.2 and a part of Para 7.1 of the Railway Board guidelines dated 29th August, 1995. The Hon''ble Single Bench directed that the licence fees claimed by the Railways can only be enhanced every 5 years and not every year.

14. Sri Bose next submits that in spite of the solemn order of the Hon''ble Single Bench dated 10th August, 2001 striking down parts of the Railway Board guidelines dated 29th August, 1995 connected to the enhancement of licence fees, similar provision regarding enhancement of licence fees at 10% each year has resurfaced in the guideline dated 24th of March, 2004. Sri Bose points out

that such provisions for enhancement cannot be repeated in the year 2004 when the same were struck down by the judgment and order dated 10th of August, 2001 (supra) which, has attained finality.

15. Sri Bose argues that therefore for valid reasons the most recent of the writ petitions being WP 6034(W) of 2005, has been necessitated whereby challenge has been thrown to the Memo of the Railways dated 24th March, 2004 as well as the subsequent Memos dated 25th August, 2004 and 2nd September, 2004.

16. The said writ petition, i.e. WP 6034(W) of 2005 was heard by an Hon''ble Single Bench of this Court on the 22nd of February, 2005 whereby the Hon''ble Single Bench was pleased to issue an interim order in terms of prayer (i) of the writ petition protecting the petitioners/plot holders from eviction provided deposit is made of 10% of the total claim raised by the Railways and, such deposit to be made within 10 days from the date of the order dated 22nd February, 2005. Sri Bose points out that all the writ petitioners/plot holders in WP 6034(W) of 2005 have paid the amount as directed by the order dated 22nd February, 2005.

17. Therefore, Sri Bose submits that on a cumulative reading of the proceedings filed by the plot holders culminating in successive orders of this Court as discussed above, the petitioners/plot holders are protected from eviction since the petitioners/plot holders have complied with the terms imposed upon them from time to time. Similarly, in a connected writ petition being WP 20147(W) of 2004 this Hon''ble Court was pleased to direct the petitioner/plot holders to make specific deposits in favour of the Railways against the licence granted in their favour. Admittedly, such specific deposits have been made.

18. Sri Bose points out that the judgment and order of the Hon''ble Single Bench dated 20th August, 2001 was considered in appeal by an Hon''ble Division Bench by a judgment and order dated 21st September, 2006 reported in 2006 (4) CHN 771 in the matter of Divisional Railway Manager, Eastern Railway, Sealdah v. Kalighat Plot Holders Association & Anr.. The Hon''ble Division Bench was pleased to, inter alia, hold as follows:-

(a) That the land value shall be enhanced at 10% every year and the licence fees at 6% each year;

(b) Enhancement of the land value as well as the licence fees retrospectively was struck down;

(c) The enhancement shall be effective from the date of communication of such decision to the licensee, meaning thereby prospectively and, not retrospectively.

19. However, Sri Bose further clarifies that at the stage of hearing of the appeal by the Hon''ble Division Bench (supra), the Railway Board Guidelines dated 24th March, 2004 was not placed before the Hon''ble Division Bench. Accordingly, the Hon''ble Division Bench had no occasion to deal with the said guidelines dated 24th March, 2004. Sri Bose though submits that the principle applied by the Hon''ble Division Bench in 2006 (4) CHN 771 (supra) holds good and the

petitioners/plot holders cannot be burdened with an arbitrary liability connected to the enhancement of both the land value and the licence fees retrospectively as sought to be imposed by the Railways.

20. An additional point is urged by Sri Bose that under the terms of the licence the Railways do not have any authority to evict the petitioners. Each of the licencees/plot holders are running small businesses and their eviction would lead to deprivation of life and livelihood. In support of his above noted argument Sri Bose relies upon the judgment and order of the Hon''ble Apex Court dated 29th January, 2016 in Civil Appeal Nos. 618-620 of 2016. Sri Bose points out that the parties to Civil Appeal Nos. 618-620 of 2016 were small licencees under the South Central Railway running units under the Catering Policy of 2005. However, the Catering Policy of 2005 was substituted by a new Catering Policy of 2010 whereby the concerned Railways called for open bids for licences from the members of their Association. The Hon''ble Apex Court, taking notice of the nature of the minor business activity carried on by the licencees under the 2005 Catering Policy, inter alia, held that the licencees of the members of the South Central Fruit Juice Stalls Welfare Association ought to stand renewed under the Catering Policy of 2010. Sri Bose prays for similar treatment to be extended in favour of the writ petitioners.

21. Per contra, Sri Moloy Kumar Das, Sri Sanajit Kumar Ghosh, Sri Krishna Das Poddar and Sri Anirban Dutta, Ld. Counsel appearing for the Railways jointly argue that the petitioners/plot holders have acted in utter violation of the terms of their licence. Ld. Counsel point out that the non-payment of both arrear and regular licence fees as demanded by the Railways is the first blatant violation of the licence condition. In such circumstances the Railways have been compelled to issue the eviction notice dated 18th October, 2004.

22. Ld. Railway Counsel further argue on the point of law that being fixed tenure licencees under the Railways renewable yearly, does not confer a vested right on the writ petitioners to be protected from eviction at all times and to be further protected from payment of the enhanced licence fees during such time.

23. Ld. Railway Counsel submit that the policy guidelines of the Railways enhancing the licence fees from time to time has been upheld by the Hon''ble Division Bench vide its order dated 21st September, 2006 (supra) since the Hon''ble Division Bench permitted the prospective enhancement of such licence fees. Therefore, the petitioners are legally obliged to deposit such licence fees as charged as a precondition to continue in possession of their respective plots.

24. It is the further submission of Ld. Railway Counsel that it is the specific term of each of the licences that the plots should be utilized for a purpose which is connected to the loading and unloading of wagons since the petitioners are plot holders in an area which is a Railway siding. It is argued on the basis of photographs produced before this Court at the time of hearing that several of the writ petitioners have erected "pucca" constructions on their plots in violation of

the licence conditions and, are doing several other businesses which are unrelated to the loading and unloading of wagons.

25. Therefore, on the above score too the Railways are entitled to claim eviction.

26. Having heard the parties and considering the materials on record this Court is first required to notice the terms of the original licence granted in favour of the individual plot holders by the Railways. A copy of such licence appears at page 144 of WP 6034(W) of 2005. The offer letter of the licence dated 10th January, 1972 reads as follows:-

"I am prepared to allot a plot of Rly. land measuring 1 K-4ch.-22 Sq. ft. at Bally Super Railway Station siding in your favour purely as a temporary measure for the purpose of storing coal under the following terms and conditions:-

- (1) That you will not erect any structure on the Railway land.
- (2) That you will not assign, transfer, sub-let or sell the rights granted to you by this license to any person.
- (3) That the license will be granted for a period of one year only, renewable every year at the sole discretion of the administration.
- (4) That you will quit and vacate possession of the plot at one month's notice as and when required by the Railway Administration, without assigning any reason therefore and this Administration will not be liable for any compensation whatsoever for the purpose.
- (5) That you will have to pay the annual license fee of Rs. 380.00 and Municipal tax of Rs. 41.00, security deposit of Rs. _____ and Demarcation fee of Rs. _____
- (6) That the Railway does not undertake to place the wagons next to the plot and you will have to realize or load wagons whenever placed at the station.
- (7) That the license fee and Municipal tax is subject to revision every five years.
- (8) That you will offer regular wagon traffic at this station failing which termination of license any result.
- (9) That you will not default in payment of all the Railway dues due to the Railway.
- (10) That you will execute necessary license agreement with the railway Administration in the standard form in force on this Railway, inter alia, the terms and conditions and mentioned above.

If you are agreeable to the above terms and conditions, please send a letter of acceptance to this office at a very early date to enable the undersigned to take further action in the matter. The letter of acceptance should be signed by both the partners viz. by the Subrata Chakraborty and by Sm. Ila Chakraborty of the Firm M/s. I. M. Chakraborty."

27. From the terms of the original licence dated 10th of January, 1972 (supra) this Court notices that such licence is subject to several conditions. Such conditions, as set forth in the offer letter (supra), are required to be complied with by the licencees/writ petitioners/plot holders.

28. It is further noticed by this Court that the initial licences were granted for a period of 1 year only, renewable each year at the discretion of the Railways. Admittedly, for several subsequent periods such licences were not recalled.

29. As discussed above in this judgment pending the renewal of such licence the plot holders/writ petitioners approached this Court by way of several writ petitions and obtained orders from time to time. Admittedly, such orders were acted upon by both the parties, i.e. the plot holders and the Railways with licence fees transacted between the parties on the strength of such orders. Admittedly again, some of the plot holders paid lump sum amounts in favour of the Railways on the strength of the several orders passed by this Hon'ble Court from time to time as elucidated above in this judgment. On the basis of the compliance with the orders of this Court, the concerned plot holders became entitled to protection from eviction by the Railways.

30. It is trite law that on the basis of a mere licence to continue from year to year on a renewable basis, the plot holders/petitioners do not acquire a vested right to be allowed to retain their allotment for an indefinite period. Moreover, the plot holders are strictly accountable to function in terms of the original licence (supra) and, on violation of any or more of the said terms are liable to face penal action as specified in the original terms and conditions of licence. It is an acceptable position, both in fact and in law, that the Railways are entitled to raise issues connected to compliance of the original terms of licence qua the plot holders/petitioners and, on justification of such issues, their authority to take penal steps under the terms of the original licence cannot be circumscribed.

31. The position of a licence holder has been expressed by the Hon'ble Apex Court In Re: Corporation of Calicut v. K. Sreenivasan reported in 2002 (5) SCC 361. Paragraph 16 thereof reads as follows:-

" It is true that a licensee does not acquire any interest in the property by virtue of grant of licence in his favour in relation to any immovable property, but once the authority to occupy and use the same is granted in his favour by way of licence, he continues to exercise that right so long the authority has not expired or has not been determined for any reason whatsoever, meaning thereby so long the period of licence has not expired or the same has not been determined on the grounds permissible under the contract or law. Occupation of licensee is permissive by virtue of the grant of licence in his favour, though he does not acquire any right in the property and the property remains in possession and control of the grantor, but by virtue of such a grant, he acquires a right to remain in occupation so long the licence is not revoked and/or he is not evicted from its occupation either in accordance with law or otherwise. Main thrust of Section 2(f)

of the Act is upon the expression "occupation" with authority or without authority. If a person without any authority occupies any public building he would be a trespasser and his case would be covered by first part of Section 2(f) and would be liable to be evicted under the provisions of the Act instead of taking recourse to ordinary law by filing a properly constituted suit which is dragged on for years together. Second part of Section 2(f) deals with cases where a person is in occupation by virtue of an authority granted in his favour irrespective of the fact whether the authority is in the form of lease or licence or in any other form. So far as case of lease of a public building is concerned, upon expiry of the period limited thereby or its determination in accordance with law, the special procedure prescribed under the Act providing speedy remedy for eviction would apply even though some interest in the immovable property is created in favour of the lessee by virtue of creation of lease in his favour. But in a case of licence, no interest in the property is created by virtue of the grant, but a person acquires a right to continue his occupation by virtue of the authority granted in his favour under the licence unless the period of licence has expired or the same has been determined or licence has been revoked and/or the licensee is evicted by the grantor. If it is held that Section 2(f) would apply only in case of lease and not in the case of licence, the position will be very incongruous as in the case of lease, though a lessee acquires interest in the property which is a higher right, but he can be evicted under the special procedure prescribed under the law providing much speedy remedy whereas in case of licence, a licensee, who does not acquire any interest in the property and has only some sort of right of occupation by virtue of the nature of grant in his favour so long he is not evicted, can be evicted through long drawn ordinary procedure of filing a civil suit. This could not have been the intention of the Legislature. Apart from that, out of the expressions "whether by way of lease" or "any other mode of transfer", the expression "any other mode of transfer" is very wide and would not necessarily mean only that mode of transfer whereby a right has been created in immovable property. The expression "transfer" under the Transfer of Property Act connotes creation of some interest in immovable property. But under Section 2(f) of the Act such a restricted meaning would defeat the purpose of legislation which is impermissible. The expression "any other mode of transfer" would definitely bring within its sweep the case of a licensee where right of the grantor to occupy and continue to occupy immovable property is transferred though under law, the property remains in possession and control of the grantor. In view of the foregoing discussions, we hold that the expression "unauthorised occupation" within the meaning of Section 2(f) of the Act would embrace within its ambit the case of licensee as well after expiry of the period of licence or upon its determination for any reason whatsoever, as such the Estate Officer was quite justified in initiating proceeding under the Act and passing eviction order therein."

32. However, at the same time the fact cannot be lost sight of that several litigation in respect of same or similar plot(s) have been subject to orders of this Hon"ble Court from time to time. Some of such orders have attained finality and,

have been acted upon at some points of time by the Railways. Therefore, this Court cannot be unmindful of the fact that the several orders passed by this Court from time to time have left their imprint on the terms of the original licence.

33. It is further evident that the petitioners have been allowed to continue to operate from their respective plots for a substantial length of time. The petitioners/plot holders have also deposited amounts as directed from time to time by this Hon''ble Court in favour of the Railways. To the mind of this Court the rights of the petitioners have crystallised with the judgment of the Hon''ble Division Bench as reported in 2006 (4) CHN 771 (supra). The Hon''ble Division Bench was pleased to, inter alia, hold at Paragraphs 7, 8, 9 and 10 as follows:-

"7. After hearing the learned Advocate for the parties and after going through the materials on record we find that in the case before us, the decision taken by the railway authority to assess valuation by fixing 6 per cent of the land-value and by enhancing the land-value at the rate of 10 per cent every year cannot be said to be arbitrary and this was not a fit case giving direction upon the railway authority to change its policy-decision by adopting a policy fixed by the Court.

8. We, however, find substance in the contention of Mr. Banerjee, the learned Advocate appearing on behalf of the respondents that in case of licence granted to different licensees even if any policy decision is taken to enhance the licence-fees at a reasonable rate by following a settled principle, that should be given prospective in operation from the date of publication of such notification to the licensee. There is no dispute that in this case the new policy decision was conveyed to the licensee in the year 1996 whereas the same was given effect to from a date, 10 years earlier. In our view, that is not permissible. Once the licensor expresses his intention to enhance the licence-fees, the licensee has a right to take decision whether he will retain the licence or should vacate the property. If new rate of licence-fees is not acceptable to the licensee, he is free to vacate the property; but by imposing new licence-fees at an enhanced rate from an anterior date, the licensee is deprived of that opportunity and, thus, the owner cannot enforce upon them the enhanced rate of licence-fees from an earlier date.

9. As regards the decision of the Supreme Court in the case of Ugar Sugar Ltd. (supra), relied upon by the learned Single Judge, we find that said decision rather lays down that the policy-decision take by the State should not be interfered with in the writ jurisdiction unless the said decision is tainted with malice or is arbitrary. In the case before us. we do not find any mala fide intention on the part of the railway in formulating the new policy. The railway authority is required to maintain its properties and in the process of such maintenance, if it takes a decision for steady increase of rent every year based on valuation of the land from its licensees who would use the property for business-purpose, meaning making profit by utilising the same, such policy cannot be labelled as an arbitrary one justifying interference in the writ

jurisdiction.

10. We, therefore, set aside the order passed by the learned Single Judge and approve the policy-decision taken by the railway authority subject to the condition that such decision will be effective from the date of communication of the decision to the licensee and not from an earlier point of time."

34. This Court observes that the judgment and order of the Hon"ble Single Bench dated 10th August, 2001 upheld the terms of the original licence subjecting the licence fees and municipal taxes to revision every 5 years. However, the Hon"ble Division Bench in 2006 (4) CHN 771 (supra) permitted the Railway Authority to reassess valuation by fixing licence fees at 6% of the land valuation and by enhancing the land valuation at the rate of 10% each year as applicable to the Kalighat plot holders which, to the mind of this Court, also applies with full force to the present petitioners who are similarly situated plot holders at Ballygunge Siding.

35. For the reasons discussed by the Hon"ble Division Bench in 2006 (4) CHN 771 (supra), the argument of Sri Bose against any revision of licence fees by the Railways cannot be accepted since, such policy decision enabling revision of rates stood affirmed by the order of the Hon"ble Division Bench (supra) to the extent as directed. At the same time the Hon"ble Division Bench directed that the revision of the licence rates shall have prospective effect from the respective dates of communication of such revision to the licensee and not from any earlier point of time.

36. To the mind of this Court the present petitioners/plot holders deserve to be similarly treated.

37. For the above reasons this Court finds that the Memos of the Railways dated 24th March, 2004, 25th August, 2004 and 18th October, 2004 revising the licence fees to 10% annually with retrospective effect cannot be sustained in the light of the clear direction passed by the Hon"ble Division Bench in 2006 (4) CHN 771 (supra). Such retrospective application of the revised rates which, to the mind of this Court are not only in violation of the terms of the judgment and order of the Hon"ble Division Bench (supra) but, also in violation of the terms of the original licence which permit the revision of licence fees every 5 years, if sustained, would lead to an irreparable injury to the petitioners.

38. For the reasons stated above the orders impugned dated 24th March, 2004, 25th August, 2004 and 18th October, 2004 or any further or other similar notice of demand already issued by the Railways read with the guidelines of the Railway Board, if any, qua the writ petitioner(s)/plot holders(s) stand set aside.

39. The Railways are directed to revisit the revision of the licence fees strictly in terms of the order of the Hon"ble Division Bench as reported in 2006 (4) CHN 771 (supra).

40. Such revision shall take effect from the respective dates of communication to

the petitioners and, in view of the long pending lis between the parties, for the purpose of fixing a base year for the licence rates to be enforceable the Railways shall be entitled to fix the same after affording an opportunity of hearing to the affected writ petitioner(s)/plot holder(s). The affected writ petitioner(s)/plot holder(s) shall also be heard on the modalities of liquidation of arrear licence fees, if any, upon adjustment(s), if any, of the deposits already made by the writ petitioner(s).

41. At the same time this Court makes it clear that in case of any deviation by the petitioners from any of the other terms of the original licence brought to the notice of the Railways, the Railways shall be entitled to take recourse to penal steps under the terms of the original licence upon prior notice and hearing to the alleged delinquent plot holder(s).

WP 6034(W) of 2005, WP 20340(W) of 2004, WP 20341(W) of 2004, WP 15769(W) of 1998, WP 3996(W) of 1999, WP 14291(W) of 2004 and WP 20147(W) of 2004 stand accordingly disposed of.

42. There will be, however, no order as to costs.

Urgent certified photocopy of this Judgment and order, if applied for, be supplied to the parties upon compliance with all requisite formalities.