
(1980) 08 RAJ CK 0020
In the Rajasthan High Court
Case No : Second Appeal No. 23 of 1978

Shyamlal

APPELLANT

Vs

Upbhokta Sahakari Samiti and Another

RESPONDENT

Date of Decision : 11-08-1980

Acts Referred:

Rajasthan Co-operative Societies Act, 1965 — Section 143

Citation : AIR 1981 Raj 41 : (1980) RLW 632

Hon'ble Judges : S.K. Mal Lodha, J

Bench : Single Bench

Advocate : J.R. Tatia, for the Appellant; K.N. Joshi, for the Respondent

Final Decision : Allowed

Judgement

S.K. Mal Lodha, J.—This second appeal by plaintiff No. 1 (Shyamlal) is directed against the appellate judgment and decree dated September 21, 1977 of the Additional Civil Judge, Jodhpur by which, he accepted the appeal and set aside the judgment and decree dated September 29, 1976 of the Munsiff City, Jodhpur in a suit for arrears of rent and ejectment.

2. Respondent No. 2 Smt. Usha was plaintiff No. 2 in the trial court. The appellant and respondent No. 2 (plaintiff-landlord) owned a building situate at plot No. 258, B-Road, Sardarpura, Jodhpur. The defendant-respondent No. 1 (tenant) took each of shops Nos. 1 and 2 of the aforesaid building on rent at the rate of Rs. 30/- per month. It was stated that the defendant has not paid the rent after June 1, 1974 and that the rent and damages for use and occupation from June 1, 1974 to May 13, 1975 i.e. for 11 months and 13 days amounting to Rupees 686/- were due from it, which it failed to pay despite demands. A notice is said to have been issued by the plaintiffs through their counsel on January 29, 1975 terminating the tenancy from February 28, 1975, as it commences from the first of each English calendar month. An option clause was also inserted in the notice. The notice was served on the defendant on February 1, 1975. As the defendant failed to make payment of the arrears of rent and damages for use

and occupation and to deliver the possession, the suit was instituted in the Court of Munsiff City, Jodhpur on May 14, 1975. The plaintiffs claimed ejectment on the ground of default in payment of rent. A decree for Rs. 686/- being arrears of rent and further damages for use and occupation from the date of the suit until the delivery of the shops @ Rs. 60/- (Rs. 30/-per shop) per month were also claimed. The defendant contested the suit. It was pleaded that the defendant was not a defaulter in payment of rent. On August 4, 1975, an application was submitted on behalf of the defendant u/s 13(4) of the Rajasthan Premises (Control of Rent and Eviction) Act (No. XVII of 1950) as it existed then (hereinafter referred to as "the Act"). The reference hereinafter to the various provisions of the Act shall be as they existed at the relevant time. The order was passed on this application by the learned Munsiff on the same day. The defendant deposited the entire rent and interest up to August 13, 1975. It was stated that the plaintiffs are not entitled to interest and costs of the suit. In the additional pleas, an objection was taken that in the absence of notice u/s 143 of the Rajasthan Co-operative Societies Act, 1965 (No. XIII of 1965) (for short the Act of 1965" hereafter) to the Registrar, Co-operative Societies, the suit is not maintainable. In other words, it was stated that the defendant was entitled to notice u/s 143 of the Act of 1965. On August 11, 1975, an application was moved u/s 13 (7) of the Act stating inter alia that the plaintiff have instituted the suit for ejectment on the ground of default in the payment of rent and that as the defendant has deposited the entire rent and interest, the suit of the plaintiffs may be dismissed with costs. A reply was filed on behalf of the plaintiffs on August 10, 1975 averring that the defendant is not entitled to the benefit of Section 13 (7) of the Act. The learned Munsiff, on August 19, 1975 framed the issues, which when translated into English read as under---

"(1) Whether the plaintiff is entitled to costs and interest from the defendant?

(2) Relief?"

The case was adjourned for written statement and evidence to August 26, 1975. On September 16, 1975, the written statement was filed. On March 6, 1976, an additional issue was framed, which when translated into English reads as under:--"I (A) Whether the suit is not maintainable for not giving notice u/s 143 of the Rajasthan Co-operatives Societies Act, 1965?"

On March 6, 1976, the case was posted for evidence of the plaintiffs.

3. The plaintiffs examined Shyamlal (P. W. 1) and the defendant examined Ramsingh (D. W.). On July 15, 1976, an application was moved On behalf of the plaintiffs u/s 13 (5) of the Act. Arguments on the main case and the application u/s 13 (5) of the Act were heard by the learned Munsiff on September 20, 1976. The learned Munsiff, by his Judgment dated September 29, 1976 decreed the suit. He recorded tha following findings,

(1) that Section 143 of the Act of 1965 is not applicable and this decided issue No. 1 (A) against the defendant.

(2) that the defendant was a defaulter and despite taking benefit of Section 13 (4) of the Act, his defence deserved to be struck out u/s 13 (6) of the Act and, therefore, it is liable to be evicted.

(3) that as benefit of Section 13 (4) of the Act is not available to the defendant the plaintiffs are not entitled to Interest but they can get costs.

Aggrieved by the aforesaid judgment and decree of the learned Munsiff, the defendant went in appeal before the learned District Judge, Jodhpur, which was transferred to the Additional Civil Judge for disposal.

4. The learned Additional Civil Judge, on the basis of the arguments advanced in appeal, framed three points for determination, which read as under:--

(1) Whether notice u/s 143 of the Act of 1965 was necessary?

(2) Whether it was incumbent upon the lower court to dismiss the suit of the plaintiffs on the filing of the application u/s 13 (7) of the Act on August 11, 1975 as it had deposited the rent within time u/s 13 (4) of the Act? and

(3) Whether the defence of the defendant (appellant before the appellate court) was rightly struck out? The learned Additional Civil Judge held that Section 143 of the Act of 1965 was applicable and as no notice under it was given to the defendant, the suit was not maintainable. Both points Nos. 2 and 3 were decided against the defendant. In view of, the decision given in regard to point No. 1 relating to notice u/s 143 of the Act of 1965, the learned Additional Civil Judge accepted the appeal and set aside the judgment and decree of the Munsiff. He directed that the amount deposited by the defendant may be paid to the plaintiffs. Hence this second appeal by plaintiff No. 1 as aforesaid.

5. On March 2, 1978, the following substantial question of law was formulated:

"Whether notice u/s 143 of the Rajasthan Co-operative Societies Act was necessary in the case and whether the suit was rightly dismissed for the non-compliance of the aforesaid provisions?"

6. I have heard Mr. J. B. Tatia, learned counsel for the appellant and Mr. K.N. Joshi, learned counsel for the respondents.

7. Appearing for the appellant, Mr. Jaswant Raj Tatia, learned counsel for the appellant, contended that in the suit for arrears of rent and ejectment against the defendant, notice u/s 143 of the Act of 1965 was not at all necessary and, therefore, the learned Additional Civil Judge has committed a serious error of law when he held that Section 143 of the Act of 1965 was applicable. On the other hand, Mr. Kashi Nath Joshi, learned counsel for respondent No. 1 supported the finding of the learned Additional Civil Judge in this regard and submitted that notice u/s 143 of the Act of 1965 was necessary before instituting the suit against the defendant for arrears of rent and ejectment.

8. I have bestowed my most anxious and careful consideration to the rival

contentions, which undoubtedly raise an Important question of law. The question, that, therefore, arises is whether the defendant which is a Co-operative Society was entitled to notice u/s 143 of the Act of 1965? It is not in dispute that no such notice was given prior to the institution of the suit. It will be convenient here to read Section 143 of the Act of 1965, which is as under:--

"143. Notice necessary in suits:-- No suit shall be instituted against a co-operative society or any of its officers in respect of any act touching the constitution, management or the business of the society until the expiration of 2 months next after notice in writing has been delivered to the Registrar, or left at his office, stating the cause of action, the name, description and place of residence of the plaintiff, and the relief which he claims; and the plaint shall contain a statement that such notice has been so delivered or left."

This section provides that a suit against a co-operative society or any of its officers in respect of any act touching the constitution, management or the business of the society shall not be complied with. Learned counsel for the appellant urged that taking the shops in question on rent and the payment of rent thereof have no relation whatsoever with regard to the "business" of the society, and, therefore, Section 143 of the Act of 1965 is not attracted.

9. Mr. K.N. Joshi, learned counsel for the respondent submitted that the defendant in accordance with its bye-laws is to carry on "business" and for the purpose of doing business, when the shops have been on rent and rents are required to be paid by the society, these incidental and ancillary acts will be considered to touch the "business" of the society and, therefore, notice u/s 143 of the Act of 1965 was essential. The words "touching the constitution, management or the business of the society" also occur in Section 75 of the Act 1966. The words touching the constitution, management or the business" are preceded by "if any dispute" in Section 75. In Section 143 of the Act of 1965, the words "touching the constitution, management or the business" are preceded by the words "any act".

10. Here, the authorities relied on by the learned counsel for the appellant may briefly be considered.

11. A Full Bench of the Bombay High Court in Farkhundali Nannhay Vs. V.B. Potdar and Another, while considering the meaning of "touching the business of the society" occurring in Section 54 of the Bombay Co-operative Societies Act (No. VII of 1925) held as under:---

"The nature of business, which a society does, is to be ascertained from the objects of the society. But whatever the society does or is necessarily required to do for the purpose of carrying out its objects can be said to be part of its business. The word "touching" is also very wide and would include any matter which relates to or concerns or affects the business of the society."

The Full Bench approved the decision of G. I. P. Railways Employees Co-operative

Bank Ltd. v. Bhikhaji, AIR 1943 Bom 841 and relied on M.S. Madhava Rao and Others Vs. D.V.K. Surya Rao, Member of the Pithapuram Co-operative Bank, Pithapuram and Others, . The decisions, South Arcot Co-operative Motor Transport Society Ltd. (for ex-servicemen) Devanam-pattinam, Cuddalore Vs. Syed Batcha and Others, and Co-operative Milk Societies Union Ltd. Vs. State of West Bengal and Others, were dissented,

12. In Deccan Merchants Co-operative Bank Ltd. Vs. Dalichand Jugraj Jain and Others, their Lordships of the Supreme Court had occasion to consider the scope of the words "dispute touching the business of the society" as envisaged by Section 91 (1) of the Maharashtra Co-operative Societies Act (No, XXXII of 1961) and ruled as under 3

".....The sentence, namely, notwithstanding anything contained in any other law for the time being in force" clearly ousts the jurisdiction of Civil Courts if the dispute falls squarely within the ambit of Section 91 (1). Five kinds of disputes are mentioned in Sub-section (i); first disputes touching the constitution of a society; secondly, disputes election of the office-bearers of a society thirdly, disputes touching the conduct of general meetings of a society; fourthly, disputes touching the management of a society; and fifthly, disputes touching the business of a society. It is clear that the word "business" in this context does not mean affairs of a society because election of office-bearers, conduct of general meetings and management of a society would be treated as affairs of a society. In this sub-section the word "business" has been used in a narrower sense and it means the actual trading or commercial or other similar business activity of the society which the society is authorised to enter into under the Act and the Rules and its bye-laws".

13. The decisions of G.I.P. Railway Employees Co-operative Bank Ltd. Vs. Bhikhaji Merwanji Karanjia, M.S. Madhava Rao and Others Vs. D.V.K. Surya Rao, Member of the Pithapuram Co-operative Bank, Pithapuram and Others, Co-operative Milk Societies Union Ltd. Vs. State of West Bengal and Others, Farkhundali Nannhay Vs. V.B. Potdar and Another, and Deccan Merchants Co-operative Bank Ltd. Vs. Dalichand Jugraj Jain and Others, were noticed in Co-operative Central Bank Ltd. and Others Vs. Additional Industrial Tribunal and Others, In that case, while examining Section 61 of the Andhra Pra-desh Co-op. Societies Act (No. XII of 1964), it was observed as under:--

"It is true that Section 61 by itself does not contain any clear indication that the Registrar cannot entertain a dispute relating to alteration of conditions of service of the employees of a registered Society; but the meaning given to the expression "touching the business of the society", in our opinion makes it very doubtful whether a dispute in respect of alteration of conditions of service can be held to be covered by this expression. Since the word "business" is equated with the actual trading or commercial or other similar business activity of the society, and since it has been held that it would be difficult to subscribe to the proposition that whatever the society does or is necessarily required to do for the purpose of

carrying out its objects, such as laying down the conditions of service of its employees, can be said to be a part of its business, it would appear that a dispute relating to conditions of service of the workmen employed by the society cannot be held to be a dispute touching the business of the society,"

In Gujarat State Co-operative Land Development Bank Ltd. Vs. P.R. Mankad and Others, the words "dispute touching the management of the society" as used in Section 96 (1) of the Gujarat Co-operative Societies Act (No. X of 1962) were examined and the decisions of Farkhandali's case, Deccan Merchants Co-op. Bank Ltd's case and Coop. Cr. Bank v. Ind. Tri., Hyderabad were noticed. In that case, their Lordships of the Supreme Court held that a dispute raised against the society by its discharged servant claiming reliefs such as reinstatement in service with back wages, which are not enforceable in a Civil Court is outside the scope of the expression "touching the management of the society" used in Section 96 (1) and the Registrar has no jurisdiction to deal with and determine it. The word "business" is used in different senses and in different contexts. The Dictionary meaning of the word "business" includes the activity for employment, trade, profession or occupation. This word has been used in the Companies Act, 1956, the Income Tax Act and the Partnership Act, 1932. Kan Singh, J. in Khubilal Vs. Power House Karamchari Girah Nirman Sahkari Samiti, has made the following observations:--

"The word "business" has been used in different senses and in different contexts, but its ordinary dictionary meaning is "activity, occupation, function."

There is no manner of doubt in my mind that the deposit undoubtedly related to the business of the society. The term business as already noticed, means the "activity, occupation or function" of the society. Taking of the deposit was undoubtedly an activity of the society."

Section 143 of the Act of 1965 amongst others lays down that a suit against a co-operative society or any of its officers cannot be instituted without notice in respect of any act touching the business of the society. Para 6 of the plaint deals with cause of action of the suit, which is as under :--

^^;g fd fcuk; nkok ceqdke tks/kiqj tcf d izfroknh us mDr nqdkukr dks fdjk;s ij fy;k rc o tc tc fdjk;k M;w gqv k o vnk u fd;k o cktwn jftLVMZ uksVhl fnukad 29&9&75 ds nqdkukr dks [kkyh dj oknhx.k dks dCtk ugha lkSik o p<+k fdjk;k o gtkZ vnk u fd;k] rc ceqdke tks/kiqj iSnk gqv k A**

The failure to pay rent as and when it became due and further failure to pay the rents and to deliver the possession of the shops in question after notice whether can be said to be the acts touching the business of the society within the meaning of Section 143 of the Act of 1965 The word "act" has not been defined in the Act of 1965. The word "act" has been defined in Section 32 of the Rajasthan General Clauses Act (No. VIII of 1955), which is as under;--

"32. Definitions.-- (1) Unless there be anything repugnant in the subject or

context or unless the contrary intention appears, the following expressions shall have the meanings respectively assigned to them hereby, namely. --

(1)

(2) "act" used with reference to an offence or a civil wrong, shall include a series of acts; and words which refer to acts done extend also to illegal omissions;"

The same is the definition given in Section 3 of the General Clauses Act (No. X of 1897).

14. In District Board Vs. Lala Behari Lal, it was held that the word "act" would include an illegal omission when the word is used with reference to an offence or a civil wrong. In Dist. Board, Allahabad's case, the decision of (1934) 66 MLJ 506 (Privy Council) was relied on. In Revati Mohan Dag's case it was observed as under.

"that mere non-payment of mortgage dues, for which there is no doubt a liability and which can be enforced by a civil action, cannot be said to be an illegal omission."

No doubt, in that case, the question of construction and the effect of Section 80 of the CPC was involved and in the course of the judgment, the meaning of the word "act" and also the question as to whether or not "act" includes an omission to pay the mortgage dues was considered. It was observed as under :--

"Under the general definitions contained in Section 3, General Clauses Act, 1897, an "act" might include an illegal omission, but there clearly was no illegal omission in the present case."

The conclusion arrived at in that case was that mere non-payment of mortgage dues, for which there is no doubt a liability and which can be enforced by a civil action, cannot be said to be an illegal omission. The decisions of Dist. Board, Allahabad's case and Revati Mohan Das's case were relied on in Ankola Urban Co-op. Cr. Bank Ltd. v. Laxmibai ILR (1958) Mys 582. In Ankola Urban Co-op. Cr. Bank Ltd.'s case the suit out of which the appeal arose was a suit for recovery of rent against the society. Rents not having been paid, the plaintiff instituted the suit and an argument was raised that in the absence of the notice to the Registrar of the Society u/s 70 of the Bombay Co-operative Societies Act (No. VII of 1925), the suit was not maintainable. Section 70 of the aforesaid Act and Section 143 of the Act of 1965 are almost similar. In that case, it was held by the learned Chief Justice of the Mysore High Court that the omission in that case cannot be said to be an "act" within the meaning of Section 70 of the Bombay Co-operative Societies Act. I respectfully concur with the view taken in the above case. The failure to pay the rent when it became due or failure to comply with the notice to vacate and deliver the possession of the shops in question and to pay rent and mesne profits, in my opinion, cannot be said to be an "act", within the meaning of Section 143 of the Act of 1965. The non-payment of rent and the non-compliance with the notice asking the defendant to vacate and deliver the

possession of the shops in question, which constituted the cause of action on the basis of which the suit was filed out of which the present appeal has arisen was not an "act" touching the business of the society and, therefore, Section 143 of the Act of 1965 was not attracted. The learned Additional Civil Judge was, therefore, wrong, when he held that Section 143 of the Act of 1965 was applicable and in the absence of the notice, the suit was not maintainable. In reverse the finding of the learned Additional Civil Judge on, this aspect and hold that notice u/s 143 of the Act of 1965 was not necessary and the suit was wrongly dismissed for the non-compliance thereof. The question of law formulated above, is therefore, answered accordingly.

15. Learned counsel for the respondent argued that the learned Additional Civil Judge has erred when he decided points Nos. 2 and 3 framed by him against the defendant. On the other hand. Mr. J. R. Tatia, learned counsel for the appellant supported the findings of the learned Additional Civil Judge and submitted that as the point of notice has been decided against the defendant, in view of the findings recorded by the learned Additional Civil Judge, the plaintiff is entitled to eject the defendant from the shops in question and, therefore, a decree for ejectment should be passed. The submission of Shri J. R. Tatia is that the defendant had failed to deposit rent or pay subsequent rent after August 13, 1975 month by month by 15th of the each succeeding month and, therefore, the defendant is liable to be evicted. For examining the arguments of the learned counsel for the parties, It is necessary to notice Sections 13 (4), 13 (6) and 13 (7) of the Act, which are as under:--

"13 (4). In a suit for eviction on the ground set forth in Clause fa) of subsection (1), with or without any of the other grounds referred to in that subsection, the tenant shall, on the first day of hearing or on before such date as the court may, on an application made to it, fix in this behalf, or within such time, not exceeding two months, as may be extended by the court, deposit in court or pay to the landlord an amount calculated at the rate of rent at which it was last paid, for the period for which the tenant may have made default including the period subsequent thereto up to the end of the month previous to that in which the deposit or payment is made together with interest on such amount calculated at the rate of six per cent per annum from the date when any such amount was payable up to the date of deposit and shall thereafter continue to deposit or pay, month by month, by the fifteenth of each succeeding month a sum equivalent to the rent at that rate."

"13 (6). If a tenant fails to deposit or pay any amount referred to in Sub-section (4) or subsection (5), on the date or within the time specified therein, the court shall order the defence against eviction to be struck out and shall proceed with the hearing of the suit."

13. (7). If a tenant makes deposit or payment as required by Sub-section (4) or Sub-section (5), no decree for eviction on the ground specified in Clause (a) of Sub-section (1) shall be passed by the court but the court may allow such costs

as it may deem fit to the landlord :

Provided that a tenant shall not be entitled to any relief under this sub-section if having obtained such benefit or benefit u/s 13-A in respect of any such accommodation, if he again makes a default in the payment of rent of that accommodation for six months." In para 4 of the plaint, the plaintiff has specifically come forward with the case that rent for more than 6 months was due from the defendant at the time of the institution of the suit. It is further mentioned therein as under:--

^bly, izfroknh dkuuu fdjk;k vnk;xh esa fMQkYVj gks pqdk gS A bly;s oknhx.k] izfroknh ls mDr nqdkukr dks [kkyh djokus dk vf/kdkjh gS A**

In reply to para 4 of the plaint, the defendant has stated that the plaintiff accepted the rent up to May 31, 1974 and, thereafter, the plaintiffs despite being asked by the defendant and tendering the same to them did not accept it and told that the rent will be taken in lump sum." ^;g dgrs jgs fd fdjk;k ,d lkFk ys ysaxs**

It was also stated that the defendant submitted an application u/s 13 (4) of the Act and deposited the rent inclusive of interest up to August 13, 1975 within time. The fact that the defendant has committed default in payment of rent was denied. It is not in dispute before me that the suit for eviction was based u/s 13 (1) (a) of the Act. It is also not in dispute that the rent up to August 13, 1975 and the interest @ 6% per annum were deposited. The contention of the learned counsel for the respondent is that in view of Section 13 (7) when the defendant had deposited the rent u/s 13 (4) of the Act, decree for eviction on the ground mentioned in Clause (a) of Sub-section (1) of the Section 13 cannot be passed and the only alternative for the court was to allow such costs which it might have deemed fit to award to the plaintiffs. He urged that it was on account of this fact that issue No. 1 was framed on August 19, 1975 to the effect whether the plaintiff is entitled to get the costs and interest from the defendant. The defendant had already deposited the amount of interest @ 6% per annum as required by Section 13 (4) of the Act. Thus, there was no controversy whether the plaintiff was entitled to interest.

Mr. J. R. Tania, learned counsel for the appellant does not dispute that the claim of interest was wrongly included in issue No. 1. The submission of the learned counsel for the appellant is that the defendant failed to comply with the other condition of Section 13 (4) of the Act, namely, that he did not continue to deposit, or pay the rent month by month by the 15th of the each succeeding month, a sum equivalent to the rent at the rate it was last paid and for his failure to comply with the other condition of Section 13 (4), he is liable to be evicted. This is strongly refuted by Mr. K. N, Joshi, learned counsel for the respondent, on the ground that when the defendant had deposited the rent with interest as required by Section 13 (4) of the Act after making the application, it was incumbent on the trial court to have dismissed the suit as beside the ground

specified in Clause (a) of Section 13 (1) of the Act, there were no other grounds taken by the plaintiffs for the purpose of ejectment. He further contends that even assuming without admitting that the defendant had failed to deposit or pay the amount as required by Section 13 (4) of the Act on the date or within the time specified, it was open to the trial court to strike out its defence and to proceed with the hearing of the suit and this course was not adopted by the trial court. It may be recalled here that the learned Munsiff has mentioned in the order that as the suit proceeded and the defendant had not taken advantage of Section 13 (4) of the Act, the plaintiff is not entitled to interest but will get costs of the suit. I have already stated that the claim of interest is not in controversy. The appellate court decided both the points for determination framed by him against the defendant whereby holding that it was not necessary for the trial court to have dismissed the suit for ejectment on the filing of the application u/s 13 (7) of the Act after depositing the rent u/s 13 (4) of the Act. I am afraid on the facts and in the circumstance of the case the prayer that in view of the aforesaid findings of the learned Additional Civil Judge, decree for eviction against the defendant and in favour of the plaintiffs cannot be passed. Having regard to the averments made in para 4 of the plaint and the reply thereto vide para 4 of the written statement, the application u/s 13 (4) dated August 4, 1975, the order of the trial court dated August 4, 1975, the application dated August 11, 1975 u/s 13 (7), the reply thereto dated August 19, 1975 of the defendant and the application dated July 15, 1976 of the plaintiff u/s 13 (5) of the Act, I am of the opinion that without framing proper issues in regard to points in controversy between the parties relating to default, claim for ejectment cannot be adjudicated. The trial court is directed to take further proceedings in the suit in the light of the pleadings and the applications in accordance with law inclusive of framing of the issues arising out of the pleadings of the parties if necessary and to decide it in view of the provisions of Section 13 of the Act, and the amendments thereto from time to time. It will be open to the parties to lead evidence in regard to issues, if they are framed. The point relating to notice has been decided in this appeal.

16. No other point remains for my consideration.

17. The result is that I accept this appeal and set aside the judgment and decree of the appellate court dated September 21, 1977 of the Additional Civil Judge, Jodhpur and remand the case to the trial court with, a direction to proceed with the suit in the light of the observations made hereinabove in accordance with law. The costs of this appeal shall abide the final result of the suit.

18. Before parting with the case, it may be mentioned that nothing said hereinabove except in regard to maintainability of the suit u/s 143 of the Act of 1965 shall prejudice any of the parties during its trial hereafter in the court below. The parties shall appear before the Munsiff-City (Trial Court) on August 28, 1980. The record of the trial court as well as of the first appellate court shall be sent to the courts concerned before the date fixed for appearance for the

parties in the trial court.