REPORTABLE

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 6875 OF 2008

BHAGWAT SHARAN (DEAD THR.LRS.) …APPELLANT(S)

Versus

PURUSHOTTAM & ORS. …RESPONDENT(S)

WITH

CIVIL APPEAL NOS. 6876-6877 OF 2008

J U D G M E N T

Deepak Gupta, J.

1. One Mangat Ram was a resident of Village Narnaul in Rajasthan. He had four sons viz., Madhav Prashad, Lal Chand, Ram Chand and Umrao Lal. Ram Chand was adopted by one Shri Gauri Mal of Gwalior. Lal Chand had four sons viz., Sri Ram, Hari Ram, Govind and Laxmi Narayan. Madhav Prashad had no issues. Therefore, he adopted Hari Ram, the son of Lal Chand. Ram Chand also had no issues and he adopted Shriram, son of Lal Chand. It is the admitted case of the parties that both Ram Chand

and Lal Chand severed connections with the family and had no connection with the property of the family. This left two branches in the family of Mangat Ram, one being Madhav Prashad and his descendants through his son Hari Ram, the other branch consisted of Umrao Lal and his three sons viz., Brij Mohan, Rameshwar and Radha Krishan. The plaintiff Bhagwat Sharan, who filed the suit is the son of Radha Krishan and grandson of Umrao Lal.

2. The above facts are not disputed. The parties are also *ad idem* that Madhav Prashad shifted from his native village and came to Ashok Nagar, about 70 years prior to the filing of the suit. The suit was filed in 1988. Thus, Madhav Prashad must have shifted in or around 1918. It is also not disputed that Madhav Prashad started working as *munshi* of the then *zamindar* of the area and was thereafter known as *munshi* Madhav Prashad. The dispute basically starts hereinafter. The plaintiff claims that his grandfather Umrao Lal also came to Ashok Nagar at about the same time and started doing grain business. Thereafter, Madhav Prashad left the work of *munshi* and both the brothers started grain business in the name of "Munshi Madhav Prashad", by setting up a shop. The case of the plaintiff is that both Madhav Prashad and

Umrao Lal lived together and carried on the business jointly and purchased various properties described in para 9 of the plaint. Six properties comprise of six different houses. The properties at para 9(2) comprised of various agricultural lands in different villages. The case of the plaintiff is that all these houses have been constructed jointly by Madhav Prashad and Umrao Lal, and Madhav Prashad being the elder brother was the *karta* and was running the joint family in this capacity. It was further alleged in the plaint that Madhav Prashad being the *karta* managed to get some of the joint family property recorded in his own name. It was also alleged that after the death of Madhav Prashad and Umrao Lal, Hari Ram, adopted son of Madhav Prashad (who had died by the time the suit was filed in 1988) was the *karta* of the joint Hindu family and in this capacity some of the properties of the Joint Hindu Family were recorded in his name.

3. It is not disputed that Madhav Prashad died some time in the year 1935, Umrao Singh died some time in 1941-42 and Hari Ram died in the year 1978.

4. In respect of agricultural lands it was pleaded that all these agricultural lands were under the joint cultivation of the family and the full accounts of the cultivation was kept by late Madhav

Prashad and Umrao Lal, and after their death by Hari Ram. After the death of Hari Ram, his widow Rajjo Devi (Def.no.6), used to look after cultivation on behalf of the family. It was further alleged in the plaint that Hari Ram had transferred some of the agricultural lands in the name of his brother-in-law, son, son-in-law and other relatives as *benami* transactions, which was obvious from the fact that the General Power of Attorney was executed by the beneficiaries of these transactions in favour of Hari Ram. However, this fact was not revealed to the branch of the family who were descendants of Umrao Lal. Basically, the allegation was that all the properties mentioned in para 9 of the plaint were properties of the Hindu Undivided Family (for short HUF) and, therefore, the plaintiff sought partition of the same by metes and bounds as per his share.

5. For the sake of convenience it would be appropriate to extract para 18 of the plaint which reads as follows:-

> "(18) That the business of the plaintiff and defendant Nos. 1 to 18 was almost joint till the year 1954. Thereafter, on account of the loss in the business and the business coming to a closure position almost all the people started carrying on their separate business and the immovable properties of the joint family remained undivided so far. Late Hari Ram sold the house properties mentioned in para No.9(1) (c) (d) (e) (f) of the plaint during his life time, which are liable to be reduced from there share"

This suit was contested by some of the defendants who were either in the line of descendants of Hari Ram or his beneficiaries. Transfer documents were executed in their favour. It would be pertinent to mention that none of the other heirs from the lineage of Umrao Lal filed a written statement. In the written statement filed by the contesting respondents the main objection taken was that the properties mentioned in para 9 of the plaint were not properties of the HUF and it was denied that there ever was any such HUF.

6. The defendants denied the fact that the business being run under the name of "Munshi Madhav Prashad" was a joint family business. It was denied that Umrao Lal was a member of this business or the said shop was a joint shop. With regard to all the properties mentioned in para 9 of the plaint, it was stated that all the houses had been purchased/constructed by Madhav Prashad alone and that the agricultural lands were purchased by Hari Ram from his own income.

7. In the written statement the defendants also placed reliance on the Will of late Hari Ram and made reference to a suit filed by the plaintiff and defendant nos.1-3 in which they had stated that a portion of the house had been bequeathed to them by Hari Ram by

his Will. It was therefore urged that the plaintiff having elected to accept the bequest under the Will cannot now turn around and say that the description of the properties given by Hari Ram in the Will showing them to be his personal properties was not correct. It was also alleged that as admitted in the plaint itself 3 out of 6 houses were sold by Hari Ram in his lifetime.

8. On the basis of the pleadings of the parties various issues were framed but according to us only the following issues are relevant which are extracted below :-

> 1. Whether the properties mentioned in para No.9 of the plaint are the properties of the joint family both the sides or whether the same are the self acquired properties as per the averments made by the defendants?
>
> 2. Whether the plaintiff in Civil Suit No.94-A/86 filed in the Court of Civil Judge Class-II, Ashok Nagar, has mentioned the Will dated 6.2.1987 executed by Hari Ram as the basis of the suit?
>
> 3. If yes, Whether the plaintiff is stopped from alleging the said Will as null and void?
>
> 4. Whether the Will dated 6.2.1987 executed by Hari Ram in connection with the disputed property is Null and void?

The trial court decided all these issues in favour of the plaintiff and decreed the suit holding that all the properties were joint family properties and that plaintiff had 2.38% share in the same. The contesting defendants filed an appeal in the High Court of Madhya Pradesh, and the decree of partition by the trial court was set aside.

The plaintiff approached the High Court for review. The High Court dismissed the application for condonation of delay, the application for review and the application under Order XLI Rule 27 of the Code of Civil Procedure, 1908. Hence this appeal before us.

9. We have heard Shri Sushil Kumar Jain, learned senior counsel for the appellant, Shri Harin P. Raval, learned senior counsel for those respondents who support the appellant and Shri Guru Krishna Kumar, Shri Vikas Singh, and Shri Anupam Lal Das, learned senior counsel, for the contesting respondents.

10. At the outset we may note that a lot of arguments were addressed and judgments were cited on the attributes of HUF and the manner in which it can be constituted. In view of the facts narrated above, in our view, a large number of these arguments and citations need not be considered. The law is well settled that the burden is on the person who alleges that the property is a joint property of an HUF to prove the same. Reference in this behalf may be made to the judgments of this Court in ***Bhagwan Dayal*** vs. ***Reoti Devi***[1]**.** Both the parties have placed reliance on the this judgment. In this case this Court held that the general principle is that a Hindu family is presumed to be joint unless the contrary

[1] AIR 1962 SC 287

is proved. It was further held that where one of the coparceners separated himself from other members of the joint family there was no presumption that the rest of coparceners continued to constitute a joint family. However, it was also held that at the same time there is no presumption that because one member of the family has separated, the rest of the family is no longer a joint family. However, it is important to note that this Court in ***Bhagwati Prasad Sah and Ors.*** vs. ***Dulhin Rameshwari Kuer and Ors.***[2], it held as follows:-

> "…. Except in the case of reunion, the mere fact that separated coparceners chose to live together or act jointly for purposes of business or trade or in their dealings with properties, would not give them the status of coparceners under the Mitakshara law."

The Privy Council in ***Appalaswami*** v. ***Suryanarayanamurti***[3] held as follows:

> "The Hindu law upon this aspect of the case is well settled.
>
> Proof of the existence of a joint family does not lead to the presumption that property held by any member of the family is joint, and the burden rests upon anyone asserting that any item of property was joint to establish the fact. But where it is established that the family possessed some joint property which from its nature and relative value may have formed the nucleus from which the property in question may have been acquired, the burden shifts to the party alleging self-acquisition to establish affirmatively

[2] (1951) 2 SCR 603

[3] I.L.R. 1948 Mad.440

> that the property was acquired without the aid of the joint family property"

The aforesaid view was accepted by this Court in ***Shrinivas Krishnarao Kango*** v. ***Narayan Devji Kango and Ors.***[4] In ***D.S. Lakshmaiah and Ors.*** v. ***L. Balasubramanyam and Ors.***[5] this Court held as follows:

> "The legal principle, therefore, is that there is no presumption of a property being joint family property only on account of existence of a joint Hindu family. The one who asserts has to prove that the property is a joint family property. If, however, the person so asserting proves that there was nucleus with which the joint family property could be acquired, there would be presumption of the property being joint and the onus would shift on the person who claims it to be self-acquired property to prove that he purchased the property with his own funds and not out of joint family nucleus that was available."

Similar view was taken in ***Mst Rukhmabai*** v. ***Lala Laxminarayan and Others.***[6] and ***Appasaheb Peerappa Chamdgade*** v. ***Devendra Peerappa Chamdgade***[7]. The law is thus well settled that the burden lies upon the person who alleges the existence of the Hindu Undivided Family to prove the same.

11. Normally, an HUF can only comprise of all the family members with the head of the family being *karta*. Some property

[4] (1955) 1 SCR 1
[5] (2003) 10 SCC 310
[6] (1960) 2 SCR 253
[7] (2007) 1 SCC 521

has to be the nucleus for this joint family. There is cleavage of opinion as to whether two brothers of a larger group can form a joint family. But assuming that such a joint family could have been formed by Madhav Prashad and Umrao Lal the burden lies heavily on the plaintiff to prove that the two of them joined together to form an HUF. To prove this, they will have to not only show jointness of the property but also jointness of family and jointness of living together.

12. From the facts stated above it is apparent that there is no pleading that Mangat Ram and Sons constituted a HUF. There is no allegation that this family had some property as its nucleus. Since there is no allegation that Mangat Ram and his four sons constituted a HUF, the fact that Lal Chand left the family to live by himself, would not in any manner mean that there was a disruption of the joint family status. A disruption would arise only if there was an allegation that earlier there was a HUF.

13. It is also an admitted case of the parties that Madhav Prashad and Umrao Lal came separately to Ashok Nagar. Madhav Prashad initially worked as a *munshi* with a *zamindar.* Thereafter, as per the defendants, Madhav Prashad started a business which was his own but later his brother Umrao Lal joined in the business. It is,

however, contended that this business was not a business of a HUF.

14. On the other hand, the case of the plaintiff is that it was Umrao Lal who started the business and Madhav Prashad joined him later on but since Madhav Prashad was the elder brother, the business was started in the name of Madhav Prashad. There is no evidence to support the claim either way. The witnesses who have appeared were all born much later and they have not given any evidence with regard to the joint business. The plaintiff Bhagwat Sharan was born in the year 1951. The contesting defendants 4 and 8 are younger to him by 5 and 11 years. Therefore, the oral testimony of these witnesses is not of any use as rightly held by the trial court.

15. The plaintiff places great reliance on the mortgage deed by which 5 houses were mortgaged in favour of Seth Budhmal on 01.12.1944 and 26.11.1946. It is not disputed that there were 6 houses, some single storeyed and some double storeyed in Ashok Nagar which have been described in the plaint. Out of these houses, one was used as *dharamshala* and the remaining 5 were mortgaged on 01.12.1944 vide mortgage deed (Exh.P.28). This mortgage deed was executed by Hari Ram, S/o Madhav Prashad,

and Brij Mohan, Rameshwar Das and Radha Krishan, S/o Umrao Lal and Pop Chand and Babu Lal @ Deep Chand, minor sons of Brij Mohan through their father and Nathu Lal minor S/o Hari Ram, through his father and they are shown as proprietors of firm M/s Madhav Prashad Agarwal. In the mortgage deed after description of the 5 houses it is mentioned that these properties are "owned and possessed by us". Further it is mentioned that the properties are free from all encumbrances and there are no other sharers, and the mortgagees have full right to alienate the same. The 5 houses were accordingly mortgaged with Seth Budhmal. This was done with a view to pay off the loan of Krishna Ram Baldeo Bank, with which the properties were already mortgaged. The amount which they obtained by mortgaging the property was transferred to the Bank and fresh mortgage was created in favour of Seth Budhmal. In para 5 of the mortgage deed it was mentioned that the mortgaged property is free from all encumbrances and, "we are the absolute owners of the same and there is no co-parcener and co-sharer". This mortgage deed was signed by Hari Ram, Brij Mohan, Rameshwar Lal, Radha Krishan as mortgagors. This would indicate that these properties were owned by them.

16. However, there is no material on record to show that the properties belonged to an HUF. They may have been joint properties but merely on the basis of the recitals in the mortgage deed they cannot be said to be a joint family property. It appears that by another mortgage deed dated 26.11.1946, the value of the mortgaged properties was enhanced to Rs. 45,000/-, and in addition to the 5 houses, one oil mill at Pachhar was also mortgaged. Seth Budhmal filed a suit (Exh.P.4) against Hari Ram, Brij Mohan, Rameshwar Lal, Radha Krishan, Nathu Lal etc., for realisation of the mortgage money under the said mortgage deed. In para 6 and 8 of the plaint it was averred as follows :-

> "6. That, the defendants at the time of execution of aforesaid documents constituted a Trading Joint Hindu Family and of which all major members personally and minor members through their head of the branch were represented in the execution of mortgage deeds.
>
> 8. That, minors mentioned in the documents have now attained majority. Therefore, they have been impleaded in person as defendants. Their liability is limited to the extent of property of Joint Hindu Family and personal dealing. Defendant No.1 to 3 are personally and in the capacity of head of their branch are made in as defendants."

17. A written statement was filed on 09.10.1955 (Ex.P-5) on behalf of the aforesaid Hari Ram, Brij Mohan, Rameshwar Lal, Radha Krishan and Nathu Lal, and reply to paras 6 and 8 of the mortgage deed, read as follows:-

> "6. That as regards paragraph 6 of the plaint there is no objection.
>
> 8. That, as regards paragraph 8 of the plaint the reply is that the defendant No.6 is still minor. He has not attained majority. It is not admitted that defendant No.1 to 3 are Head (KARTA) being wrong, nor they are the Head, nor the mortgage transaction was made in such a capacity and the plaintiff has no right to sue in such a manner."

On the basis of the aforesaid pleadings in the earlier suit it is submitted that Hari Ram had admitted that there was a joint family business when this written statement was filed and, therefore, there is proof that the business was a joint family business and there is no material to show that this joint family status was ever disrupted.

18. It is submitted on behalf of the contesting respondent that since the family members of Hari Ram were residing in the mortgaged house, by way of abundant precaution they may have been made to sign the mortgage deed. In our view, that may not be true because the mortgage deed clearly reflects that all the family members including the minors were shown to be owners of the properties by mortgaging the same. Therefore, this property which was mortgaged in the year 1944 and then re-mortgaged in 1946 would *prima facie* appear to be joint property though at this

stage we are not deciding whether the property is a joint property or the property of HUF.

19. An admission made by a party is only a piece of evidence and not conclusive proof of what is stated therein. It is in this light that we have to examine the admission made by Hari Ram and his brothers while filing the written statement to the suit filed by Seth Budhmal. In paragraph 6 the averment was that the defendants constituted trading Joint Hindu Family. It is obvious that the admission was with regard to a trading family and not HUF. In view of the law cited above, it is clear that not only jointness of the family has to be proved but burden lies upon the person alleging existence of a joint family to prove that the property belongs to the joint Hindu family unless there is material on record to show that the property is the nucleus of the joint Hindu family or that it was purchased through funds coming out of this nucleus. In our opinion, this has not been proved in the present case. Merely because the business is joint would not raise the presumption that there is a Joint Hindu Family. As far as paragraph 8 is concerned in our view there is no clear-cut admission. The allegation made was that the minors were represented by defendant nos. 1-3, who were head of their respective branches. In reply to this it was

stated that defendant nos.1-3 were neither the head or the *karta*, nor the mortgage transaction was made in that capacity. This admission cannot be said to be an unequivocal admission of there being a joint family.

20. In ***Nagubai Ammal and Ors.*** vs. ***B. Shama Rao and Ors.***[8] which is the *locus classicus* on the subject it was held as follows:-

> "An admission is not conclusive as to the truth of the matters stated therein. It is only a piece of evidence, the weight to be attached to which must depend on the circumstances under which it is made. It can be shown to be erroneous or untrue, so long as the person to whom it was made has not acted upon it to his detriment, when it might become conclusive by way of estoppel."[9]

It would be pertinent to mention that in ***Himani Alloys Ltd. vs. Tata Steel Ltd.,***[10] it was also held that the admission should be categorical, should be conscious and deliberate act of the party making it. As far as the present case is concerned we do not find any clear-cut admission with regard to the existence of an HUF. At best, from the recitals in the mortgage deed and averments in the written statement, all that can be said is that at the relevant period of time the property was treated to be a joint property.

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[8] (1956) 1 SCR 451

[9] This view has been consistently followed by this Court in a large number of cases including Bharat Singh and Anr. vs. Bhagirathi 1966 SCR (1) 606; Uttam Singh Dugal and Co. vs. Union of India and Ors. (2000) 7 SCC 120; Himani Alloys Ltd. vs. Tata Steel Ltd. (2011) 15 SCC 273.

[10] (2011) 15 SCC 273

21. On the other hand, there are many other documents relied upon by the defendants. Out of the 6 houses, 5 were mortgaged and one is admittedly a *dharamshala*. Out of these 5 houses, 3 were sold by Hari Ram during his life time and during the life time of the predecessors of the plaintiff, nobody objected to the sales of the properties and in the sale deeds Hari Ram is described as the sole owner of the property. One such sale deed is Exh.D-4 wherein it is mentioned that the double storey house is the property of the trading firm Madhav Prashad Agarwal and that Hari Ram is the owner of the firm and in order to repay the loan, sold the house to two persons. This sale deed was witnessed by Seth Budhmal. Though it is not stated so in the sale deed it appears that the amount of consideration must have been paid to Seth Budhmal. This document was executed on 12.09.1967, and this read with the other two sale deeds clearly indicate that Hari Ram claimed that he was the sole proprietor of the business of the trading firm Madhav Prashad Agarwal.

22. These sale deeds and the recitals were never challenged by the plaintiff or his predecessors. This would indicate that the jointness of the property if any had ceased because of some family arrangement or partition which may have happened much earlier.

We have to read the sale deeds in conjunction with the averments made in the plaint quoted hereinabove wherein the plaintiff has stated that the business came to a closure and then almost all the people started carrying on their separate business. Though it is averred that the immovable properties remained the properties of the joint family the fact that separate branches started doing separate business is indicative of the fact that some separation, if not, a formal partition had taken place between the parties.

23. The other important document is the Will of Hari Ram (Exh. P-3). In this Will, Hari Ram gives details of the remaining 3 houses and mentions that these were owned by his father Madhav Prashad and that he (Hari Ram) has been doing business in the name of his father Munshi Madhav Prashad Agarwal. Out of the 6 houses, 3 had already been sold by Hari Ram and he has bequeathed the remaining 3 houses to various persons. It would be relevant to refer to the portion of the Will where Hari Ram states that he had 3 cousins Brij Mohan, Rameshwar Lal and Radha Krishan. Out of these, Radha Krishan died and was survived by his widow and 3 sons and they were living in the 2nd and 3rd floor in building No.2. Hari Ram bequeathed certain portions of the immovable property to the widow and children of Radha Krishan.

It would be pertinent to mention that the plaintiff Bhagwat Sharan is the son of Radha Krishan. He also bequeathed certain properties in favour of his cousins Brij Mohan and Rameshwar Lal.

24. It is also not disputed that the plaintiff and defendant nos. 1-3 herein filed suit for eviction of an occupant in which he claimed that the property had been bequeathed to him by Hari Ram. According to the defendants the plaintiff having accepted the Will of Hariram and having taken benefit of the same, cannot turn around and urge that the Will is not valid and that the entire property is a joint family property. The plaintiff and defendant nos. 1-3 by accepting the bequest under the Will elected to accept the will. It is trite law that a party cannot be permitted to approbate and reprobate at the same time. This principle is based on the principle of doctrine of election. In respect of Wills, this doctrine has been held to mean that a person who takes benefit of a portion of the Will cannot challenge the remaining portion of the Will. In ***The Rajasthan State Industrial Development and Investment Corporation and Anr.*** vs **.** ***Diamond and Gem Development Corporation Ltd. and Anr***[11], this Court made an observation that a party cannot be permitted to "blow hot and cold", "fast and loose"

[11] AIR 2013 SC 1241

or "approbate and reprobate". Where one party knowingly accepts the benefits of a contract or conveyance or an order, it is estopped to deny the validity or binding effect on him of such contract or conveyance or order.

25. The doctrine of election is a facet of law of estoppel. A party cannot blow hot and blow cold at the same time. Any party which takes advantage of any instrument must accept all that is mentioned in the said document. It would be apposite to refer to the treatise 'Equity-A course of lectures' by F.W. Maitland, Cambridge University, 1947, wherein the learned author succinctly described principle of election in the following terms:-

> "The doctrine of Election may be thus stated: That he who accepts a benefit under a deed or will or other instrument must adopt the whole contents of that instrument, must conform to all its provisions and renounce all rights that are inconsistent with it...."

This view has been accepted to be the correct view in ***Karam Kapahi and Ors.*** vs. ***Lal Chand Public Charitable Trust and Ors***.[12]. The plaintiff having elected to accept the Will of Hari Ram, by filing a suit for eviction of the tenant by claiming that the property had been bequeathed to him by Hari Ram, cannot now

[12] (2010) 4 SCC 753

turn around and say that the averments made by Hari Ram that the property was his personal property, is incorrect.

26. As far as the agricultural lands are concerned the trial court decreed the suit in respect of the agricultural lands on the basis that Madhav Prashad and his brother Umrao Lal and their successors constituted an HUF. The said lands having been bought out of the funds of the HUF would be treated to be the property of the HUF, even though they may have been entered in the name of any other person. In view of the above discussion, and the fact that we have held that the plaintiff has failed to prove that there is an HUF, we are not inclined to agree with the finding of the trial court.

27. We now deal with each of the agricultural property separately. The properties described in paragraph 9(2)(a) of the plaint were earlier recorded in the name of Hari Ram and later in the names of his sons Purushottam and Vinod. The property at paragraph 9(2)(b) was also recorded in the name of Hari Ram and he had given cultivation rights to Sri Ram who is stated to have become the owner thereof. Similarly, the land described in paragraph 9(2)(c) also was shown in the name of Hari Ram and this was given to Kahiya Lal on tenancy. The land described in

paragraph 9(2)(d) was also recorded in the name of Hari Ram and was transferred to Shiv Charan, and now stands in the name of his legal heirs. The land described in paragraph 9(2)(e) which stood in the name of Hari Ram was also transferred by him in the name of his wife Rajjo Devi in 1969.

28. As far as the lands described in 9(2)(f) and 9(2)(g) are concerned these lands were taken on lease by Nathu Lal, S/o Hari Ram from the *zamindar* of Ashok Nagar. According to the plaintiffs these lands were also lands of the joint family but that version cannot be believed in view of the *patta* granted in favour of Nathu Lal. It may be true that consideration for grant of *patta* may have been paid but there is no material on record to show that this payment was made out of the funds of HUF. It may be pertinent to mention here that the plaintiffs have alleged that in 1951 Nathu Lal was a minor and the amount was paid by Hari Ram. However, no proof has been led in this regard. In fact, from the material on record it appears that Nathu Lal was about 21 years old at that time. He was definitely more than 18 years old and thus not a minor. These lands were never shown to be owned by Madhav Prashad or Umrao Lal. It is also pertinent to mention that various parts of the land were transferred to various other persons and

these transfers were never challenged by the plaintiff at the relevant time. It would also be pertinent to mention that both the courts below have come to the conclusion that the plaintiffs have failed to prove that they were getting any proceeds from the income of the agricultural land. This also indicates that the said land was not joint.

29. In view of the above discussion we find no merit in the appeals filed by the appellant(s) and the same are dismissed with no order as to costs. Pending application(s) if any, shall accordingly stand disposed of.

.....J.
(L. Nageswara Rao)

.....J.
(Deepak Gupta)

New Delhi
April 3, 2020