

Order on Exh.48 in RCS 20 of 2013
CNR No.MHAK070002412013
(Passed on 02nd of September, 2022)

1. The plaintiff has sought temporary injunctions restraining the defendants from raising any construction over the suit plot and from changing nature of the suit plot *vide* Order XXXIX Rule 1 and 2 r/w section 151 of the Code of Civil Procedure, 1908 ('CPC' in short).

2. Property known as Grampanchayat Sr. no. 238 and Property No. 438 admeasuring 100 feet X 55 feet situated at Village Naya Andura, Taluka Balapur (described more particularly in para 1 of the plaint) is the subject matter of suit. According to the plaintiff, he has constructed 03 houses : *First*, in the West-North Corner admeasuring 10 X 15 ft. and consisting 2 rooms; *second*, in the West-South Corner admeasuring 12 X 15 ft. and consisting 2 rooms; and, *third*, in the East-North Corner admeasuring 10 X 15 ft. and consisting 2 rooms (described more particularly in para 3 of the plaint) in said property no. 438. Thus, property no. 438 comprises of these 3 houses and remaining open land. It is hereinafter referred to as '**Plot no. 438**'. It is shown as ABCD in the map annexed to plaint.

3. Plaintiff's case is that he is absolute owner of the plot no. 438. His relations with defendant no. 1 were close and friendly. Hence, upon request of defendant no. 1, he had given the *third* house in plot no. 438 to defendant no. 1 in October 1993 for accommodation on license. It is shown as BEFG in the map annexed to plaint ('**Suit Property**' for short). The agreement of license was oral. Defendant no. 1 had agreed to vacate it for plaintiff on his demand. But defendants, 24.03.2013, cut down an old *neem* tree standing on the open space of plot no. 438 illegally. Hence, the plaintiff revoked the license on 24.03.2013 and asked the defendants

to hand over possession of the third house to him. The defendants did not hand over possession, but raised new construction on the plot on 31.03.2013. Plaintiff accosted them, but they did not pay any heed. Hence, plaintiff lodged report with police who advised the plaintiff to approach the Court. Hence, this suit was filed.

4. The plaintiff has further contended that during pendency, while an order to maintain *status quo* was in operation, the defendants, by disregarding the *status quo* order, constructed a room on the open land of said plot. Such construction is shown as CHIJ in the map annexed to plaint(hereinafter referred to as 'CHIJ Portion'). As per the map, CHIJ Portion is at South-East Corner of the plot no. 438. Similarly, during pendency, the defendants have removed country-styled roof of the suit property with intent to cause damage to suit property. Accordingly, the plaintiff has, by amending the plaint, sought a decree for recovery of possession of the suit property, removal of illegal construction viz., CHIJ and for direction to restore the suit property to its original condition.

5. The plaintiff has further contended that on 19th and 20th April, 2022, the defendants demolished the construction on CHIJ Portion and drew sketch for digging pits. Plaintiff requested them not to dig pits and not to raise construction. But defendants did not pay any heed and threatened him of dire consequences. Hence, he approached police station. But the police did not take any action. He apprehends that the defendants will raise new construction illegally on the CHIJ Portion which will change nature of Plaintiff's plot no.438. Hence, he has filed this application seeking temporary injunction restraining the defendants from raising any construction over the said plot and from changing the nature of said plot.

6. He had sought *vide* application(Exh.5) a temporary injunction restraining the defendants from making any construction on new plot. But he did not press that application as the defendants

had completed the said construction. (*pursis* (Exh. 44))

7. Defendant no. 1(A) and 2 have strongly opposed this application *vide* their say (Exh. 58). They have denied plaintiff's averments about his ownership over plot no. 438, his having inducted the defendants as licensees in the suit property, agreement of licensee was oral, cutting of old *neem* tree by defendants illegally, carrying out construction by defendants over the open land, plaintiff's resistance to it, defendants' demolishing such construction on 19.04.2022, their drawing sketch on plaintiff's plot and all other adverse contentions. According to their reply, earlier reply and Written Statements are also part of this reply. Thus, from their Say(Exh. 58), WS(Exh. 24, 42) and reply (Exh. 24A), their case appears that plot no. 438 is not owned by the plaintiff, but by the Grampanchayat Andura. The defendants have encroached on plot no. 438 in year 1990. It was allotted to Defendant no. 1 – Pundalik for residential purpose. Since then, the defendants are in uninterrupted possession over the said plot. Defendants have already constructed a house on it. Defendants have been paying the municipal taxes of this plot and house. As the defendants were not in need of entire plot admeasuring 100 X 55 ft., they have given half portion (100 X 27.5 ft.) to the plaintiff for residence. Thus, plaintiff is a permissive occupant in this plot. The plaintiff did not intend to vacate it, hence Pundalik asked him to vacate. Enraged plaintiff, therefore, filed a false complaint of cutting *neem* tree.

8. It is further case of defendants that their house in plot no. 438 was in dilapidated condition needing reconstruction. Hence, they were about to complete construction by year 2013. Now, certain sum is sanctioned to the defendants under the *Pradhan Mantri Awas Yojna Gramin*. The construction is stayed due to order of this court, the Grampanchayat is also recovering the sums every year from defendants and the construction has to be completed in specific

period to avoid criminal action from the Government. Similarly, monsoon is also approaching. Hence, according to them, they will suffer irreparable loss if injunction is granted against them. Accordingly, they have prayed that the application may be rejected with costs.

9. Pleadings of both the sides are supported with their respective affidavits. Besides such oral evidence, the parties have filed several documents in support of their respective contentions. They are mentioned in the reasoning part as per their reference. Perused application, say, all the documents adduced by parties and the record. Heard advocate Shri. S.T. Ingle on behalf of the plaintiff and Adv. Shri. R. L. Rathi on behalf of the defendants.

10. From the pleadings, documents filed by the parties, arguments advanced on behalf of them and from record of the case, following points arise for determination. I have mentioned my findings against each of them for reasons to follow :

<u>Sr.</u>	<u>Points For Determination</u>	<u>Findings</u>
1.	Whether plaintiff has <i>prima-facie</i> case ?	... Yes.
2.	Whether balance of convenience is in favour of the plaintiff ?	... Yes.
3.	Whether the plaintiff will suffer irreparable loss, in case of refusal of injunction ?	... Yes.
4.	What order ?	As Per Final Order

REASONS

AS TO POINT NO. 1

11. There is no dispute about defendant's possession over the suit property and the CHIJ Portion. It is also not in dispute that

the defendants have made preparations for carrying out construction over plot no. 438. Admittedly, total area of plot no. 438 is 5500 sq. ft. (55ft. X 100ft.). Both the parties claim that they, and not the rival party, to be its owner/s. Both of them have claimed that their title over plot no. 438 is better than the title of the rival. It is on the basis of such purported title, the defendants claim that they have every right to make construction over plot no. 438. In the circumstances, the crucial question is who, the plaintiff or the defendants, has better title over plot no. 438.

12. According to the plaintiff, he has acquired plot no. 438 by way of purchase. Documents viz., Extract 8A for year 2012 – 13 (Exh. 4/1), Report of Naib Tehsildar Balapur dt. 21.05.1993 and Auction Sheet (Exh. 72/2), Receipt dt. 19.03.2003 (Exh. 72/3) support his such contention. Report of Naib Tehsildar Balapur and Auction Sheet (Exh. 72/2) are about Auction process in respect of 50 out of 700 vacant plots including plot no. 438 situated at Naya Andura. They are prepared by the Naib Tehsildar, Balapur. These documents show that permission to such auction was granted on 10.06.1992, actual auction took place on 20.05.1993, plaintiff had actively participated in the auction of several plots, his bid of Rs.6,680/- was the highest in respect of plot no. 438, hence it was accepted and he had deposited the required $\frac{1}{4}$ of the total bid amount (Rs. 1670/-) in respect of said plot no. 438. Receipt (Exh. 72/3) shows that sum of Rs. 12,330/- was paid by the plaintiff on 19.03.2003 towards difference in respect of Plot no. 438. Similarly, the Extract 8A(Exh. 4/1) shows that plaintiff is owner of plot no. 438.

13. Defendants have contended that plot no. 438 is not owned by the plaintiff, but by the Grampanchayat Andura. Nothing is filed by the defendants in that regard. Plaintiff has filed Certificate

(Exh. 4/2) issued by the Talathi Naya Andura and Certificate issued by the Sarpanch Naya Andura (Exh. 72/1). The Talathi and Sarpanch of village Naya Andura have certified that the plaintiff has purchased plot no. 438 from the Government and thus, has become owner thereof. Certificate issued by Sarpanch(72/1) contains exact location and boundaries of plot no. 438.

14. Defendants have contended that they have encroached upon plot no. 438 in year 1990, it was allotted to Defendant no. 1 – Pundalik for residential purpose, since then, the defendants are in uninterrupted possession over the said plot and they have already constructed a house on it. They have further contended that they have been paying the municipal taxes of this plot and house. In support, they have filed : 2 *Challans* about payment of Rs. 1,000/- by Defendant no. 1 towards penalty for encroachment (Exh. 71/1 and 71/2), Copies of Bills(2) of construction material (Exh. 71/3 – 71/4), Copy of letter dt. 05.05.2022 about *Pradhan Mantri Aawas Yojna Gramin* (Exh. 55/1), Tax Receipts (Exh. 55/2 – 55/7), Extract 8 in respect of House no. 392 (Exh. 55/11), Reminder Notice (Exh. 55/12) and Notice dt. 10.02.1992 (Exh. 67/11). On the basis of these documents, they claim that they are owner in possession of plot no. 438.

15. The very foundation of defendants' claim is the Notice dt. 10.02.1992(Exh. 67/11). According to them, the Grampanchayat had given this notice to Defendant no. 1 not to make any construction over the Government Plot and defendant no. 1 was warned about legal consequences. Ld. Advocate for defendants argued vehemently that this notice was in respect of plot no. 438. From perusal of notice (Exh. 67/11), it appears that a notice was given to Defendant no. 1 who, probably, had made encroachment on government plot in year 1992. But no plot number is mentioned in

this notice. Nothing is filed to show that this notice is in respect of the Suit Property, CHIJ Portion or plot no. 438.

16. Among many defences, the defendants have taken defence that Defendant no. 1 had made encroachment on plot no. 438 and Defendants are paying penalty for the same. Support is sought from *Challans* (Exh. 71/1 and 71/2). According to Ld. Advocate for Defendants, these *challans* are in respect of defendants' encroachment on Plot no. 438 and they are paying such penalty every year. Perusal of these *challans* show that they pertain to payment of Rs.1,000/- by defendant no. 1 to the Government. But from careful perusal, there does not appear any mention of any plot number on it. No date is mentioned on it. There is no acknowledgment of payment on it. Nothing is filed on record to show or suggest that Defendant no. 1 was penalized for encroachment on plot no. 438. Copy of such order, if any, is not filed. Hence, it is difficult to believe, on the basis of these *challans*, that Defendants' possession on Plot no. 438 is by way of encroachment and they are paying penalty every year, or had paid such penalty at any point of time, for such encroachment.

17. Ld. Advocate for defendants have sought support of Receipts (Exh. 55/2 - 55/7) to defendants' contention that they are paying municipal taxes in respect of plot no. 438 regularly. Perusal of Receipt (Exh. 55/2) shows that it is in respect of Fees for measurement of a House, and not in respect of payment of House Tax. House number is also not mentioned thereon. Perusal of Tax Receipt (Exh. 55/3) shows that it is issued to Defendant no. 1 for some fees for year 2021-22. Words 'खास पाणी कर' are apparently struck off and word 'प्रादेशिक' is handwritten against the amount of fees. It also does not appear to be in respect of House/Water Tax. House number is also not mentioned thereon. Perusal of Tax Receipt (Exh. 55/4) shows that it is a House Tax Receipt issued to Defendant

no. 1. It is in respect of House number 24 for year 2021-22. Similarly, perusal of Tax Receipt (Exh. 55/5) shows that it is a House Tax Receipt issued to Defendant no. 1. House number and year are also not mentioned on it. Perusal of Tax Receipt (Exh. 55/6) shows that it is a House Tax Receipt issued to Defendant no. 1 in respect of House number 406 for year 2018-19. Words "अतिक्रमण भोगवटदार" appear to be added in handwriting on it. Similarly, perusal of Tax Receipt (Exh. 55/7) shows that it is a House Tax Receipt issued to Defendant no. 1 in respect of House no. 84 for year 2017-18. Word 'प्रादेशिक' appears to be handwritten over printed words 'पाणी पट्टी' against the amount of fees. It also does not appear to be in respect of House/Water Tax. Nothing is filed to show or suggest that these, or any of these receipts, are in respect of House Tax of the Suit Property or house standing on CHIJ Portion of in respect of plot no. 438. Even otherwise, none of these receipts pertain to any period prior to filing of this suit. In the circumstances, these receipt can be hardly said to support defendants' contentions about plot no. 438.

18. The defendants, in order to show their title over plot no. 438, have filed Extract 8 in respect of House no. 392 (Exh. 55/11). It is also an Assessment List of House no. 392 for period 2016-17 to 2019-20. It is standing in the name of Defendant no. 1 & 2. Nothing is filed to show its connection with the Suit Property, CHIJ Portion or plot no. 438. Hence, this document is also of not much use for the defendants in present facts.

19. According to Ld. Advocate for defendant, Copy of letter dt. 05.05.2022 about Pradhan Mantri Aawas Yojna Gramin (Exh. 55/1) shows that defendant no. 1 is a beneficiary under this scheme and the defendants are entitled to construct a house in plot no. 438. From its perusal, it appears that it is not a letter. It is a print taken from a website. It appears that it is about beneficiary details under

PMAYG Scheme, Defendant no. 1 is a beneficiary under that scheme, and Funds are released as such. But it is in respect of House Hold no. 0134. It is not in respect of CHIJ portion, the suit property or Plot no. 438. Nothing is filed to show its connection with the CHIJ portion, the suit property or Plot no. 438. Hence, it is difficult to believe that a house is sanctioned in favour of defendants in respect of CHIJ portion, the suit property or Plot no. 438. Thus, this document also does not help the defendants to prove their contention about title in respect of plot no. 438.

20. Thus, none of the documents, adduced by the defendants, is sufficient to show their title, even *prima facie*, in respect of CHIJ portion, the suit property or Plot no. 438. They have also taken defence that they have become owners of Plot no. 438 by Adverse Possession. They have, however, not bothered to mention the date/period of encroachment and date as to when their possession became hostile to its owner. Their defence of ownership by adverse possession is vague. If, according to them, they are paying penalty regularly, then in a way, their possession is permissive possession. Thus, both these defences are contradictory to each other. Even otherwise, the plaintiff has shown *prima facie* that he has purchased plot no. 438 in auction and has become owner thereof. Hence, defendants' plea of ownership by adverse possession does not survive as that plea is taken by them assuming the Grampanchayat to be its owner.

21. Plaintiff has filed affidavits of two persons along with the suit, other two persons on 25.04.2022 and of another one person on 01.07.2022. All these persons have supported the plaintiff's version. Chandrakant(Exh. 4/6) and Milind (Exh. 4/7) have stated about Plaintiff's ownership over plot no. 438, induction of Defendants in the suit property, cutting of *neem* tree by the defendant and defendants'

starting illegal construction on open land. Besides these facts, Dhananjay (Exh. 49/6), Vishnu (Exh. 49/7) and Narayan (Exh. 64/1) have stated about defendants having made illegal construction on open land 10 years ago, demolition of such illegal construction on 19.04.2022 during night hours, making preparations for new construction by making markings on open land and bringing construction material. These affidavits further corroborate plaintiff's version. According to Ld. Adv. for defendant, these persons are telling lies. However, nothing is brought on record to disbelieve their statements. Similarly, if at all they were telling lies, the defendants were at liberty to file affidavits of persons who, according to them, were telling the truth. But, the defendants have not filed affidavit of any such person.

22. It may be noted with emphasis that according to defendants, they had made encroachment on plot no. 438 in year 1990 and it was allotted to defendant no. 1 for residence purposes. Nothing is filed to show such allotment. On the contrary, The Auction sheet and Report(Exh. 72/2) shows that none of the defendants had given any bid in respect of plot no. 438 or any other plot. They had not participated in that auction at all in any manner. Thus, claim of defendants about ownership over plot no. 438 is very weak.

23. According to the plaintiff, the series of acts for unauthorised construction on part of defendants started with cutting of a *neem* tree by defendant no. 1 on 24.03.2013. Defendants have denied it. 02 Photographs (Exh. 16/1), Complaint to Tehsildar dt 28.03.2013(Exh. 4/3) and Affidavits (Exh. 4/6 & 4/7) support plaintiff's this version. According to plaintiff, thereafter the defendant made markings and started construction. According to defendants, no new construction was raised in year 2013, but it existed several years prior thereto. The documents adduced by the defendant(mentioned

above) are inadequate to show this fact. On the contrary, plaintiff's evidence *viz.*, NCR to Ural Police Station dt. 31.03.2013 (Exh. 4/4), 03 photographs (Exh. 4/5) and Affidavits (Exh. 4/6 & 4/7), *prima facie*, support plaintiff's such version.

24. According to plaintiff, thereafter the defendants demolished the illegal construction standing on CHIJ Portion and now have made preparations to make new construction thereon. The fact that the defendants are desirous to make new construction on plot no. 438 and that they have made preparations therefor is undisputed. Fact of demolishing old construction is denied by defendants. But 12 photographs (Exh. 49/1 to 49/4) and affidavits of Dhananjay (Exh. 49/6), Vishnu (Exh. 49/7) and Narayan (Exh. 64/1) *prima facie* support plaintiff's this version of facts. As discussed above, the defendants have failed to prove *prima facie* their ownership over plot no. 438. They have failed to show authority to make construction over plot no. 438. On the contrary, as discussed above, the plaintiff has shown *prima facie* that he is owner of plot no. 438. The plaintiff has opposed and objected the defendants' act of cutting *neem* tree, making markings, making new construction in year 2013 and making new construction in year 2021. In the circumstances, act of defendants to make new construction on plot no. 438 can never be said to be legal or with authority.

25. Ld. Adv. for defendants argued that revenue entries are made only for fiscal purposes and they cannot be used to determine title of a person in respect of any property. Undoubtedly, revenue entries have fiscal purpose. But, that *ipso facto*, can never be taken to mean that they cannot be used for determining question of title. In present case, Auction Sheet and Report(Exh. 72/2) is prepared by Naib Tehsildar – a Revenue Authority. But by virtue of it, plot no. 438 was agreed to be sold by way of auction to the plaintiff. As soon as

the plaintiff deposited the bid amount in entirety, the transaction of sale became complete and title in respect of plot no. 438 was passed to the plaintiff. Thus, such document and consequent revenue entries like Extract 8A of such property, although prepared by a Revenue Authority, would be a documents of title. Moreover, Auction Sheet and Report(Exh. 72/2) is a certified copy of a public document within the meaning of s. 76 and has presumptive value *vide* s. 79 & s. 114 illustration (e) of the Indian Evidence Act, 1872. Extract 8A(Exh. 4/1) is certified extract of revenue entry having presumptive value *vide* s. 157 of the Maharashtra Land Revenue Code, 1966. Of course, these presumptions are rebuttable. But nothing is filed so far by the defendants to show the contrary, to rebut these presumption and to disbelieve these documents.

26. Thus, above discussion *prima facie* shows that the plaintiff is the owner of plot no. 438. The suit property and the CHIJ Portion is in defendants' possession and defendants are trying to make constructions thereon. It is also *prima facie* clear that the defendants lack authority to raise any construction thereon or to change nature of plot no. 438 in any manner. Thus, the plaintiff has successfully shown existence of *prima facie* case in his favour. Accordingly, point no. 1 is answered in the affirmative.

AS TO POINT NOS. 2 TO 4

27. As discussed above, *prima facie* case is in favour of plaintiff. Above discussion is sufficient to show that defendants are endeavouring to construct a house in plot no. 438. They have made their such intention clear in the suit also. It is also *prima facie* clear that they lack right or authority to make construction thereon. In such a case, carrying out such construction will result in inconvenience to the plaintiff in asserting and implementing his rights in the suit property and would further result in irreparable loss.

28. Defendants have contended that grant of injunction against them will result in serious irreparable loss to them. According to their Ld. Advocate, the house in plot no. 438 was their only house, now upon its demolition, they have no good shelter, Defendant no. 1 is a beneficiary under *Pradhan Mantri Awas Yojana Gramin*, he has to build a house on plot no. 438, funds have been released in his favour on 07.05.2021, they have purchased construction material and they must start construction to avoid criminal action.

29. They have filed 03 Photographs at Exh.55/8 – 55/10 and 10 Photo at Exh. 67/1 – 67/10, Reminder Notice (Exh. 55/12) and Copy of print about *Pradhan Mantri Aawas Yojna Gramin* (Exh. 55/1) in support of their contention of irreparable loss. During discussion on point no. 1, it is made clear that the defendants have failed to show connection of the sanction of house under PMAYG scheme with plot no. 438. The Reminder notice (Exh. 55/12) is a notice to Defendant no. 1 for his failure in starting construction work and asking him to start the work at the earliest. Defendants have failed to show that it is in respect of the Suit Property, CHIJ Portion or plot no. 438. Photographs (Exh.55/8 – 55/10) show a house build in mud and bricks. Similarly, Photos (Exh. 67/1 – 67/10) show the plightful condition of the house in which defendants are purportedly residing presently. Nothing is filed to show or suggest that it is the same house which is standing in the Suit Property or on CHIJ Portion. Even if it is assumed, for the sake of discussion, that it is the house in the suit property or CHIJ Portion, the defendants have failed to show a better title in respect thereof than plaintiff's title. Hence, mere possession and such plightful condition of the house would not entitle them to carry out construction.

30. It may be noted that Tax Receipts (Exh. 55/4, 55/6, 55/7) and Extract 8(Exh. 55/11) are in respect of House number 24,

406, 84 and 392 respectively. The defendants have not clarified as whether these documents are in respect of one house or several houses. Their failure to clarify this aspect falsifies their contention that the house in plot no. 438 is their only accommodation. In the circumstances, hardly any loss would be caused to the defendants if an order of injunction is passed.

31. Ld. Advocate for defendants has relied on ratio in **Dalpat Kumar Vs. Pralhad Singh** (1991 ALLMR ONLINE 919(SC)) and **Ramesh Vajabhai Rabari Vs. Pratiksha Real Estate Pvt. Ltd.** (2015(2) ALL MR 973(SC)). In Dalpat Kumar's case (*supra*), the Hon'ble Supreme Court observed that *the party seeking injunction will incur 'irreparable injury' to the party seeking relief as a result of non-interference of court and that there is no other remedy except the injunction and the same is needed by the party to protect themselves from the apprehended injury or dispossession. It was further observed that the court must exercise sound judicial discretion while granting or refusing the temporary injunction.* Ld. Adv. for defendants argued that satisfaction that there is *prima facie* case, by itself, is not sufficient to grant injunction. According to him, existence of element of irreparable loss makes the difference. According to him, as the defendants do not have any other house & present condition of their only house is dismal, they will suffer irreparable loss if injunction is granted. However, as discussed above in detail, it is the plaintiff who will suffer irreparable loss if injunction is refused than the loss likely to be suffered by the defendants if injunction is granted. Hence, the ratio in Dalpat Kumar's case(*supra*) will be helpful more to the plaintiff than to the defendants.

32. In Ramesh Rabari's case(*supra*), Hon'ble Supreme Court reiterated that 03 factors are required to be considered for granting temporary injunction. It is now the settled legal position. In present

case, those three factors viz., *prima facie* case, balance of convenience and irreparable loss are duly considered in above discussion. In that case, Hon'ble Supreme Court observed that the petitioners had no *prima facie* case nor balance of convenience, accordingly the Hon'ble Supreme Court was pleased to uphold the order of refusal of injunction. In present case, as discussed in detail, all the three factors are in favour of the plaintiff. Hence, ratio of this case as well will be more helpful to the plaintiff than to the defendants.

33. Above discussion shows that the balance of convenience is also in favour of the plaintiff and it is the plaintiff who will suffer irreparable loss if the injunction order is refused. Accordingly, point nos.2 and 3 are answered in favour of plaintiff and for point no.4, following order is passed:

ORDER

1. Application (Exh.48) is allowed with costs.
2. Issue temporary injunction against the defendants that neither they nor any other person on their behalf shall carry out any kind of construction over Property no. 438(Described in para 1 of the plaint) nor shall change the nature of said property till the decision in this suit.

(Typed and pronounced in open court)

Date : 02/09/2022.

(Nitin C. Pawar)
Civil Judge Junior Division,
Balapur.

I affirm that the contents of this P.D.F. File Judgment/Order are same, word to word, as per the original order.

Name of the Court	: -	Civil Judge, J.D. & J.M.F.C., Balapur
Name of the Stenographer	: -	Shaikh Rafique Shaikh Rasheed
Date of Decision	: -	02/09/2022
Judgment/Order signed by P.O on	: -	02/09/2022
Judgment/Order uploaded on	: -	12/09/2022