

GAHC010226892014



2026:GAU-AS:7679

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/4843/2014

SMTI. GULBAHAR BEGUM
W/O- LT. ABDUL MATIN, R/O VILL.- TILAIYA, P.O.- SADARASHI, P.S. and
DIST.- KARIMGANJ, ASSAM.

VERSUS

THE LIFE INSURANCE CORPORATION OF INDIA and 3 ORS,
REP. BY THE ZONAL MANAGER, LIC OF INDIA, ESTERN ZONAL OFFICE, 4,
C.R. AVENUE, KOLKATA- 72.

2:THE SENIOR DIVISIONAL MANAGER
SILCHAR DIVISIONAL OFFICE
JEEVAN PRAKASH
SILCHAR- 15.

3:THE BRANCH MANAGER

LICI
KARIMGANJ BRANCH.

4:MOHAMMED ABDUL MATIN
R/O VILL.- TILAIYA
P.O.- SADARASHI
P.S. and DIST.- KARIMGANJ
ASSAM

Advocate for the Petitioner : MR.S K ROY, MR.S BANIK,MR A ISLAM

Advocate for the Respondent : MR.K K NANDI, MR.P BORGOHAIN,MRP MUKHERJEE

**BEFORE
HONOURABLE MR. JUSTICE N. UNNI KRISHNAN NAIR**

JUDGMENT & ORDER (CAV)

Date : 29-05-2026

Heard Mr. S. Banik, learned counsel for the petitioner. Also heard Mr. K.K. Nandi, learned counsel appearing for the LIC/ respondents.

2. The petitioner by way of instituting the present writ petition has presented a challenge to an award dated 26-03-2014 passed by the Permanent Lok-Adalat at Karimganj rejecting the claim of the petitioner for being release the amount under LIC policy taken by the husband of the petitioner, which was repudiated by the respondent/ insurance company.

3. The facts, in brief, requisite for adjudication of the issue arising in the present writ petition is noticed as under:-

3.1. The husband of the petitioner Abdul Matin, during his lifetime at the age of 59 had taken a LIC policy bearing No. 491387130 dated 15-07-2003, for a sum assured of Rs. 2,00,000/- (Rupees Two Lakhs). It is projected that the premium payable was Rs. 5327/- (Rupees Five Thousand Three Hundred Twenty Seven) and the mode of payment was quarterly. The last date for payment of premium was fixed on 15-04-2018 and the maturity date of the policy was fixed on 15-07-2018. It is projected that while taking the said policy, the husband of the petitioner was thoroughly medically examined by the empaneled Doctors of the respondent No. 1/ Insurance Company and on 17-06-2003, the husband of the petitioner had submitted the proposal along with an amount of Rs. 6294/-

(Rupees Six Thousand Two Hundred Ninety Four). It is projected that the next premium due date of the policy was fall in the month of October, 2003. However, on account of non-payment of the premium, the policy had lapsed. On 19-07-2004, it is contended that the husband of the petitioner by paying all the due premium along with late fee had got the policy revived and in this connection a revival receipt was also issued by the authorities of the respondent No. 1/ Corporation. It is projected that the husband of the petitioner, during his lifetime, was paying the premium of the policy on due date, however, on 10-01-2005, he had passed away.

3.2. After the demise of the husband of the petitioner, who was the policy holder, the petitioner being the nominee of the policy, proceeded to submit her claim before the authorities of the respondent No. 1/ corporation. Thereafter, it is projected that on 24-08-2007, the petitioner again submitted a reminder praying for release of the death claim against such policy, however, the same was not considered. The petitioner being aggrieved on 17-10-2007 had submitted an application before the Secretary, Insurance Ombudsman, praying for necessary action towards release of the death claim.

3.3. It is projected that the Insurance Ombudsman, vide order/ award dated 31-03-2008, directed the Insurance Company to dispose all the claim of the petitioner within 15 (fifteen) days of receipt of the requirements submitted/ collected by the beneficiary/ insurer and send detail particulars of settlement to the authority. It was further stipulated that in case of repudiation of the claim, requisite documents be also forwarded to the Authorities for further necessary consideration. With the said observations, the complaint raised by the petitioner was closed.

3.4. In terms of the direction passed by the Insurance Ombudsman, the authority of the respondent No. 1/ Insurance Company issued a communication dated 28-08-2008, to the petitioner informing about the repudiation of the claim on the ground that her deceased husband, i.e. the policy holder had made deliberate mis-statements and withheld material information from the authorities of the respondent No. 1/ corporation, regarding his health at the time of effecting the assurance. Hence, in terms of the policy contract and declaration condition in the form "Proposal for Assurance", the claim was repudiated. It was also projected that the respondent No. 1 would not be liable to pay any amount under the policy and all amounts paid as premium in consequence, thereof, shall also belongs to the respondent No. 1/ insurance company.

3.5. The petitioner being aggrieved by the repudiation of the death claim in respect of the policy taken by her husband, approached the learned Permanent Lok Adalat at Karimganj. The application filed by the petitioner, herein, and her son (respondent No. 5, herein) was registered as PLA Case No. 02/2010. Before the Permanent Lok Adalat, the petitioner had deposed as PW-1. Thereafter, the respondent No. 1/ Company had adduced evidence of two witnesses. On conclusion of the examination of the witnesses and also upon considering the rival submission advanced by the parties to the proceeding, the Permanent Lok Adalat, Karimganj vide award dated 26-03-2014 proceeded to uphold the repudiation of the death claim made by the petitioner. However, the alternative prayer made by the petitioners for refund of the premiums paid was accepted and it was directed that within a period of 02 months from the date of the order, the respondent No. 1/ Insurance Company is to pay the paid up premium amount of Rs. 42,616/- (Rupees Forty

Two Thousand Six Hundred Sixteen) with interest calculated @ 9% per annum from the date of death of the policy holder till the date of payment.

3.6. Being aggrieved, the petitioner has instituted the present writ petition.

4. Mr. S. Banik, learned counsel for the petitioner by referring to the "Proposal for Assurance" has submitted that the deceased policy holder had undergone thorough medical checkup and test, which were conducted by the empaneled Doctors of the respondent No. 1/ Corporation. He submits that the projection made for repudiation of the claim of the petitioner is to the effect that the husband of the petitioner in the "Proposal for Assurance" had against question No. 11(a) and 11(b) given answers 'No'. He submits that said questions pertains to the issue as to whether the policy holder was ever admitted to any hospital or nursing home for general check-up, observation, treatment or operation and further as to he was suffering from and/ or had suffered from ailments pertaining to liver, stomach, heart, kidney, brain or nervous system. It is projected that the respondent/ corporation for the purpose of repudiation of the claim of the petitioner had projected that the husband of the petitioner was suffering from heart ailments and had a Permanent pacemaker implanted on 20-06-2001, which was revealed from a communication received from one Dr. P.C. Sarma. Mr. Banik has further submitted that the policy having been issued to the petitioner after the respondent authorities had satisfied themselves with regard to the disclosure made by the husband of the petitioner in the "Proposal for Assurance" submitted by him, including the examination made by the Doctors of the respondent No. 1/ corporation to ascertain the veracity of the disclosure so made by the husband of the petitioner, the policy being in existence since 15-07-2003,

the death claim preferred by the petitioner ought not to have been rejected by the respondent No. 1/ corporation. He submits that the action on the part of the respondent No. 1/ corporation in repudiating the death claim submitted in the matter by the petitioner is clearly arbitrary. He submits that the Doctors during the examination of the petitioner while submitting the "Proposal for Assurance" having not detected the implantation of the pacemaker upon the body of the husband of the petitioner, the respondents are estopped from raising any such issue after the policy in question was issued and the death of the policy holder had occasioned.

4.1. Mr. Banik further submits that the respondent No. 1/ corporation for issuance of the policy had not only relied upon the disclosure made by the petitioner in the "Policy for Assurance" submitted by him but had also drawn satisfaction from the reports submitted by their own empaneled Doctors, with regard to the health condition of the petitioner. Mr. Banik has, thereafter, by referring to the award dated 26-03-2014, has submitted that the Permanent Lok Adalat had permitted the respondent No. 1/ corporation to adduce evidence of DW-2 to establish that the husband of the petitioner had received treatment at their hospital and also that a pacemaker was implanted in his body, therein. He, however, submits that the Permanent Lok Adalat had failed to appreciate the fact that the Admission Register and the pacemaker implantation register as produced and exhibited before the Permanent Lok Adalat were not so produced by the person under whose custody the same is to be so kept. He submits that the register so produced in evidence did not bear the signature of the proprietor nor the seal of the Nursing Home. Mr. Banik has further submitted that the initial repudiation of the claim of the petitioner was so

made basing on an opinion rendered by Dr. P.C. Sarma about a pacemaker being implanted in the person of her husband. He submits that the said Dr. P.C. Sarma, however, was not examined by the respondent No. 1/ corporation before the Permanent Lok Adalat.

4.2. In the above premises, Mr. Banik submits that the impugned award dated 26-03-2014 passed by the Permanent Lok Adalat, Karimganj in PLA Case No. 02/2010 would mandate interference from this Court with a further direction to the respondent No. 1/ corporation to release to the petitioner the complete death claim benefits along with interest after deducting the premiums amount refunded to the petitioner and the respondent No. 5.

5. Per contra, Mr. K.K. Nandi, learned counsel for the respondent Nos. 1 to 3, submits that the deceased life assured, while submitting the "Proposal for Assurance" had not disclosed material facts at the time of submission of the said proposal. He submits that the husband of the petitioner had withheld information with regard to the fact that he was suffering from heart disease and had a Permanent pacemaker implanted in his person on 20-06-2001. He submits that had the said fact be truly disclosed, his "Proposal for Assurance" would not have been accepted. It is submitted that on the application submitted by the petitioner for release of the death claim benefit involved being received, an enquiry was made and therein, it had come on record that the husband of the petitioner was suffering from heart disease and had a permanent pacemaker implanted in his person since 20-06-2001. He submits that the said aspect of the matter was informed to the respondent/ corporation by one Dr. P.C. Sarma vide communication dated 22-07-

2008. Accordingly, it is submitted that the husband of the petitioner not having disclosed the vital facts mandated for consideration by the respondent No. 1/ corporation before acceptance of the policy, a repudiation of the policy by the respondent No. 1 would not mandate interference from this Court.

5.1. Mr. Nandi by referring to the award dated 26-03-2014 passed by the Permanent Lok Adalat has submitted that before the Lok Adalat, the respondent No. 1/ corporation had by way of adducing relevant evidence established the fact that the husband of the petitioner was suffering from heart ailments and also was implanted with a Permanent pacemaker on 20-06-2001. He, accordingly, submits that the respondent No. 1/ corporation having successfully demonstrated before the Permanent Lok Adalat of the withholding of the relevant information by the husband of the petitioner while submitting his "Proposal for Assurance", the upholding of the repudiation of the claim by the insurance company by the Permanent Lok Adalat would not mandate interference.

6. I have heard the learned counsel for the parties and have also perused the materials available on record.

7. For the purpose of appreciating the rival submission by the parties to the proceeding, this Court has perused the records of the proceeding before the Permanent Lok Adalat in PLA Case No. 02/2010. On a perusal of the said records, this Court finds that the petition submitted by the petitioner and the respondent No. 5, herein, as petitioners before the Permanent Lok Adalat, Karimganj, praying for an award towards payment of the sum assured/ death benefit to the petitioners as legal heirs and also for declaration that the order dated 28-08-2008 repudiating, therein, claim by the authorities

of the respondent No. 1/ corporation, to be illegal, void, manipulated, collusive and intentional. This Court finds that an alternative prayer was also made by the petitioner and the respondent No. 5 before the Permanent Lok Adalat for repayment of the premiums paid by the policy holder, till the last payment was made along with interest thereon, till recovery.

8. From the materials coming on record, this Court finds that in terms of the directions contained in the award dated 26-03-2014, the respondent No. 1/ corporation had deposited before the Permanent Lok Adalat, Karimganj the amounts paid as premiums by the husband of the petitioner in connection with the policy in question along with due interest calculated, thereon. It is found that the petitioner and the respondent No. 5 had, thereafter, submitted a petition on 10-09-2014, praying for withdrawal of the amount involved which were deposited by the authorities of the respondent No. 1/ corporation. The Permanent Lok Adalat vide order dated 11-09-2014, directed for issuance of cheques in the name of the petitioner and the respondent No. 5, herein, after execution of a Indemnity Bond by them. Accordingly, the petitioner and the respondent No. 5 had received their cheques involved. It is seen that thereafter, the respective cheques were en-cashed by them on 25-09-2014 and 13-09-2014. However, the en-cashment of the said cheques had not being apprised to this Court by the petitioner as well as by the respondent No. 5.

9. As noticed, hereinabove, the death claim submitted by the petitioner was repudiated by the respondent No. 1/ insurance company on the ground that in the "Policy for Assurance" dated 23-06-2003, the husband of the petitioner had suppressed the

material fact and had not disclosed the true picture with regard to his health condition. The relevant declaration made by the husband of the petitioner in the said "Policy for Assurance" which was found to be false leading to repudiation of the claim preferred by the petitioner being relevant is extracted here-in-below:-

<i>“Questions</i>	<i>Answers</i>
<i>11 (b) Have you ever been admitted to any hospital or nursing home for general check-up, observation, treatment or operation?</i>	<i>No</i>
<i>(d) Are you suffering from or have you ever suffered from ailments pertaining to liver, stomach, Heart, Kidney, Brain or Nervous system?</i>	<i>No</i>
<i>(i) What has been your usual state of health</i>	<i>Good”</i>

10. The proceeding being instituted before the Permanent Lok Adalat, it is seen that the respondent No. 1/ corporation had adduced evidence of one Vishal Shand who had disclosed that he was the Administrative Officer of the K.C. Clinic Nursing Home. A perusal of the deposition of Vishal Shand would go to reveal that the husband of the petitioner was admitted in the Nursing Home on 20-06-2001 at 05:00 p.m., under Dr. P.C. Sarma and was discharged, therefrom, on 24-06-2001 at 02:00 p.m. The Admission Register was exhibited as "H-1", which was, however, objected to by the petitioner and the respondent No. 5, herein. In the said Admission Register at the relevant page the name of the petitioner's husband is found to have been recorded. Further, Exhibit-1 was the Register of pacemaker implantation which was again proved in original. However, under objection from the petitioner. The said Register had disclosed that implantation of a pacemaker was done on 20-06-2001 in the person of the husband of the petitioner by Dr.

P.C. Sarma. The said materials coming on record before the Permanent Lok Adalat goes to establish the fact that the husband of the petitioner as on 2001 was suffering from heart related ailments and was also implanted with a pacemaker on 20-06-2001. However, it is found that while submitting "Policy for Assurance", the husband had not disclosed the said fact truly. This Court finds that the implantation of a pacemaker reveals the person concerned to be suffering from heart related ailments.

11. The repudiation of an insurance claim is largely governed by Section 45 of the Insurance Act, 1938. Section 45 is a special provision of law, which bars the calling in question of an insurance policy beyond expiry of the stipulated period, except in a few circumstances that have to be proved by the insurer. The relevant part of the said provision, as it stood at the material time, is extracted here-in-below:-

"45. Policy not be called in question on ground of mis- statement after two years.- No policy of life insurance effected before the commencement of this Act shall after the expiry of two years from the date of commencement of this Act and no policy of life insurance effected after the coming into force of this Act shall after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policy-holder and that the policy- holder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose:

Provided that nothing in this section shall prevent the insurer from calling for proof of age at any time if he is entitled to do so, and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof that the age of the life insured was incorrectly stated in the proposal."

12. The Hon'ble Supreme Court in the case of **LICI & Ors. Vs. Asha Goel & Anr.**

reported in **(2001) 2 SCC 160** had on the issue arising in the present proceeding drawn the following conclusions:-

“12. Coming to the question of scope of repudiation of claim of the insured or nominee by the Corporation, the provisions of Section 45 of the Insurance Act is of relevance in the matter. The section provides, inter alia, that no policy of life insurance effected after the coming into force of this Act shall, after the expiry of two years from the date on which it was effected, be called in question by an insurer on the ground that a statement made in the proposal for insurance or in any report of a medical officer, or referee, or friend of the insured, or in any other document leading to the issue of the policy, was inaccurate or false, unless the insurer shows that such statement was on a material matter or suppressed facts which it was material to disclose and that it was fraudulently made by the policy-holder and that the policy-holder knew at the time of making it that the statement was false or that it suppressed facts which it was material to disclose. The proviso which deals with proof of age of the insured is not relevant for the purpose of the present proceeding. On a fair reading of the section it is clear that it is restrictive in nature. It lays down three conditions for applicability of the second part of the section namely: (a) the statement must be on a material matter or must suppress facts which it was material to disclose; (b) the suppression must be fraudulently made by the policy holder; and (c) the policy holder must have known at the time of making the statement that it was false or that it suppressed facts which it was material to disclose. Mere inaccuracy or falsity in respect of some recitals or items in the proposal is not sufficient. The burden of proof is on the insurer to establish these circumstances and unless the insurer is able to do so there is no question of the policy being avoided on ground of misstatement of facts. The contracts of insurance including the contract of life assurance are contracts uberrima fides and every fact of material must be disclosed, otherwise, there is good ground for rescission of the contract. The duty to disclose material facts continues right up to the conclusion of the contract and also implies any material alteration in the character of the risk which may take place between the proposal and its acceptance. If there are any misstatements or suppression of material facts, the policy can be called in question. For determination of the question whether there has been suppression of any material facts it may be necessary to also examine whether the suppression relates to a fact which is in the exclusive knowledge of the person intending to take the policy and it could not be ascertained by reasonable enquiry by a prudent person.

13. In this connection we may notice the decision of this Court in Mithoolal Nayak Vs. LIC (AIR 1962 SC 814), in which the position of law was stated thus:

The three conditions for the application of the second part of Section 45 are:

(a) the statement must be on a material matter or must suppress facts which it was material to disclose ;

(b) the suppression must be fraudulently made by the policy holder; and

(c) the policy holder must have known at the time of making the statement that it was false or that it suppressed facts which it was material to disclose.

Where the policy holder, who had been treated, a few months before he submitted a proposal for the insurance of his life with the insurance company by a physician of repute for certain serious ailments as anaemia, shortness of breath and asthma, not only failed to disclose in his answers to the questions put to him by the insurance company that he suffered from those ailments but he made a false statement to the effect that he had not been treated by any doctor for any such serious ailment,

Held (i) that, judged by the standard laid down in Section 16. Contract Act, the policy holder was clearly guilty of a fraudulent suppression of material facts when he made his statements, which he must have known were deliberately false and hence, the policy issued to him relying on those statements was vitiated.

(ii) The principle underlying the Explanation to Section 19 of the Contract Act is that a false representation, whether fraudulent or innocent, is irrelevant if it has not induced the party to whom it is made to act upon it by entering into a contract. That principle did not apply in the instant case. The terms of the policy made it clear that the averments made as to the state of health of the insured in the proposal form and the personal statement were the basis of the contract between the parties and the circumstance between the parties and the circumstance that the policy holder had taken pains to falsify or conceal that he had been treated for a serious ailment by a physician only a few months before the policy was taken showed that the falsification or concealment had an important bearing in obtaining the other party's consent. A man who has so acted cannot afterwards turn round and say It could have made no difference if you had known the truth. In the circumstances no advantage could be taken of the Explanation to Section 19 of the Contract Act.

14. This decision was relied upon in LIC Vs. G.M. Channabasamma (1991) (1) SCC 357, in which the following observations were made:

It is well settled that a contract of insurance is contract uberrima fides and there must be complete good faith on the part of the assured. The assured is thus under a solemn obligation to make full disclosure of material facts which may be relevant for the insurer to take into account while

deciding whether the proposal should be accepted or not. While making a disclosure of the relevant facts, the duty of the insured to state them correctly cannot be diluted. Section 45 of the Act has made special provisions for a life insurance policy if it is called in question by the insurer after the expiry of two years from the date on which it was effected. Having regard to the facts of the present case, learned counsel for the parties have rightly stated that this distinction is not material in the present appeal. If the allegations of fact made on behalf of the appellant Company are found to be correct, all the three conditions mentioned in the section and discussed in Mithoolal Nayak Vs. LICI must be held to have been satisfied."

13. It is to be noted that the Hon'ble Supreme Court in its decision in the case of ***Reliance Life Insurance Co. Ltd. Vs. Rekhaben Nareshbhai Rathod "Rekhaben"***, reported in **(2019) 6 SCC 175** with regard to Section 45 had drawn the following conclusions:-

"14. Section 45 stipulates restrictions upon the insurer calling into question a policy of life insurance after the expiry of two years from the date on which it was effected. After two years have elapsed the insurer cannot call it into question on the ground that: (i) a statement made in the proposal; or (ii) a statement made in any report of a medical officer, referee or friend of the insured; or (iii) a statement made in any other document leading to the issuance of the policy was inaccurate or false, unless certain conditions are fulfilled. Those conditions are that: (a) such a statement was on a material matter; or (b) the statement suppressed facts which were material to disclose and that (i) they were fraudulently made by the policy holder; and (ii) the policy-holder knew at the time of making it that the statements were false or suppressed facts which were material to disclose. The cumulative effect of Section 45 is to restrict the right of the insurer to repudiate a policy of life insurance after a period of two years of the date on which the policy was effected. Beyond two years, the burden lies on the insurer to establish the inaccuracy or falsity of a statement on a material matter or the suppression of material facts. Moreover, in addition to this requirement, the insurer has to establish that this non-disclosure or, as the case may be, the submission of inaccurate or false information was fraudulently made and that the policy-holder while making it knew of the falsity of the statement or of the suppression of facts which were material to disclose."

14. The policy in the present case pertains to a period prior to amendment effected in the provisions of Section 45 of the Insurance Act, 1938 in the year 2014. Accordingly, in terms of the provisions of Section 45 as stood then the burden rests on the insurer to

establish the materiality of the fact suppressed and the knowledge of the insured about such suppression, so that the repudiation of the claim could be justified by the insurer. It is to be noted that the insurance contracts are special contracts based on the general principles of full disclosure, inasmuch as, a person seeking insurance is bound to disclose all material facts relating to the risk involved. Law demands a higher standard of good faith in matters of insurance contracts which is expressed in the legal maxim *uberrimae fidei*.

15. Applying the provisions of Section 45 of the Insurance Act of 1938 in the light of the decision of the Hon'ble Supreme Court noticed, here-in-above, this Court on examination of the evidences adduced before the Permanent Lok Adalat as well as the disclosure made by the policy holder in the "Proposal for Assurance", it is found that the petitioner had against question Nos. 11(b) and 11(d) given answer which has the effect of informing the insurer that the insured was never admitted to any hospital or nursing home for general checkup, observation, treatment or operation. Further the insurer was not suffering from ailments pertaining to liver, stomach, heart, kidney, brain or nervous system. The materials coming on record having demonstrated that, at the relevant point of time, the husband of the petitioner having been implanted with a pacemaker was admittedly suffering from heart ailments. However, such fact which was material to be disclosed was not disclosed. The said suppression being a deliberate one is to be held to have been so made fraudulently. The nature of the ailments suffered by the husband of the petitioner, he is to be imputed with the knowledge of the same and accordingly, is found to have suppressed facts which were material to be disclosed before the insurer.

Accordingly, this Court on a perusal of the provision of Section 45 and on applying the same to the materials coming on record before the Permanent Lok Adalat finds that the three conditions requisite for application of the second part of Section 45 of the Act of 1938 stood satisfied in the present case.

16. This Court finds that the husband of the petitioner while submitting the "Proposal of Assurance", had not disclosed about the heart ailments suffered by him during the relevant period of time. The overwhelming materials coming on record in the proceeding of LPA Case No. 02/2010 clearly establishes the suppression of the material facts relevant for the insurer to take into account while deciding whether the proposal should be accepted or not, was withheld by the husband of the petitioner. Accordingly, this Court is of the considered view that the repudiation of the policy by the respondent No. 1/ corporation as well as the affirmation, thereof, by the Permanent Lok Adalat is not erroneous. Accordingly, the said award would not mandate interference.

17. The petitioner and the respondent No. 5 having already received the paid up premium amount along with due interest, no further direction would be called to be passed in the present writ petition.

18. Accordingly, for the reasons cited, hereinabove, the present writ petition is held to be devoid of any merit and the same consequently stands dismissed. However, there would be no order as to cost.

JUDGE

