IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

112

RSA-2863-1994 (O&M)
Date of decision : 20.03.2025

Gurdeep Singh and others **..... Appellants**

versus

Janga Ram and others **..... Respondents**

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present: Mr. Pritam Singh Saini, Advocate
for the appellants.

Mr. Hardeep Singh Kasan, Advocate
for respondents No.1, 4 to 9.

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PANKAJ JAIN, J. (ORAL)

1. Defendants are in appeal.

2. Plaintiffs filed suit for possession by way of pre-emption pleading their superior right to pre-emt the sale deed dated 03.07.1986 qua the suit land as detailed out in the plaint claiming themselves to be co-shares.

3. As per the plaintiffs, plaintiffs are co-sharers alongwith defendant No.3 Jasmer Kaur. Jasmer Kaur sold 27 kanal 6 marlas of land in favour of defendant No.1 and 2 vide sale deed dated 03.07.1986. Plaintiffs have superior right to pre-emt the sale deed being co-sharers in the suit land prior to sale, at the time of sale and at the time of filing of suit. Thus, plaintiffs have a right to pre-empt the sale deed in favour of defendant No.1 and 2.

4. Suit was contested by defendant No.1 and 2 questioning the locus of the plaintiffs to maintain the present suit. It was further claimed that defendant No.1 and 2 are tenants over the suit land. By way of present suit, plaintiffs seek to pre-empt part of the suit land. 1/5th of the pre-emption money has not been deposited. Suit is bad for partial pre-emption. Defendants further claimed that the plaintiffs were present at the time of sale. They had full knowledge regarding execution of the sale deed. Thus, they are not entitled to maintain the present suit.

5. On the basis of the pleadings with the parties, Court of the first instance framed following issues:-

> *1. Whether the plaintiff is entitled for a decree of possession by way of pre-emption of the land in dispute alongwith all rights appurtenant the thereto with possession of specific khasra numbers as detailed in the prayer para of the plaint from the defendant on payment of the actual sale price being co-shares in the suit land? OPP.*
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> *2. Whether the actual sale price was paid and good faith between the vendor and the vendee? If not so, what was the market value of the suit property? OPP.*
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> *3. Whether the suit is not maintainable in the present form? OPD.*
>
> *4. Whether the plaintiffs have no locus-standi to file and maintain the present suit ? OPD.*
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> *5. Whether the suit is time barred ? OPD.*
>
> *6. Whether 1/5th pre-emption amount has not been deposited by the plaintiffs well in time? OPD.*
>
> *7 Whether the suit is bad for partial pre-emption? OPD.*
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> *8. Whether the defendants Nos. 1 & 2 are entitled for improvement charges and the other expenses of current bills as detailed in additional plea no.2 of the written statement? If so to what amount? OPD.*

9. Relief."

6. While answering issue No.1, Trial Court held that the plaintiffs successfully proved that they have superior right to pre-empt the sale deed in question being co-sharers and thus, plaintiffs are entitled to the possession of 546/1779 share as detailed out in the sale deed under pre-emption Ex.P-4. The Court of the first instance decreed the suit filed by the plaintiffs.

7. Dissatisfied defendants preferred appeal. Lower Appellate Court affirmed the findings recorded by the Trial Court and held plaintiffs entitled to pre-empt the sale deed executed by defendant No.3 in favour of defendant No.1 and 2.

8. Learned counsel for the appellants while assailing the findings recorded by the Courts below has drawn attention of this Court to the pleadings. He refers to para No.3 of the plaint which reads as under:-

> "3. That no notice of the intended sale was ever issued to the plaintiffs-pre-emptors which is illegally essential and as such the factum of sale was kept secret from the plaintiffs-pre-emptors."

9. Further reference has been made to para 3 of the written statement which reads as under:-

> "3. That para no.3 of the plaint is wrong and denied. The plaintiffs were present at the time of sale and they had full knowledge regarding the execution of sale deed."

10. Counsel submits that plaintiffs filed replication to the written statement filed by defendant No.1 and 2. The reply submitted in the replication to the written statement reads as under:-

> "3. That para 3 of written statement is wrong and denied and that of the plaint is correct. No notice of sale was given to plffs."

11. He submits that once appellants-defendants raised specific plea regarding plaintiffs being present at the time of sale and having full knowledge regarding execution of the sale deed, plaintiffs were required to lead cogent evidence to prove non-compliance of Section 19 of 'The Punjab Pre-emption Act, 1913. He submits that the best person to prove the same was defendant No.3. Plaintiffs having failed to discharge the onus to prove non-compliance of Section 19 of the Act is not entitled for decree of possession by way of pre-emption and is entitled to pre-emt the sale deed. Reliance is being placed upon ratio of law laid down by this Court in ***Mange Ram and another vs. Shiv Charan and others, RSA No.2458-1991*** decided vide judgment dated 23.08.2024 wherein this Court observed as under:-

> "xx xx xx
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> [17] Hon'ble the Supreme Court in case of **'Jhabbar Singh'**(supra) answering somewhat similar situation held as under:-
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> > *"12. At the outset, it may be noted that the plaintiff Jagtar Singh, the predecessor of the present respondent, had filed the suits claiming himself to be the co-sharer in the joint khewat along with the vendor Jit Singh, and had sought relief against the defendant Jhabbar Singh and others with regard to the possession of the suit lands, on the ground that he as a co-sharer had a superior right to pre-empt the sales, and that he was not put to any notice of sale of the suit lands on or before the date of such sales. In a very loosely drafted plaint, the plaintiff had neither pleaded as to how he was the co- sharer, nor had he impleaded the said Jit Singh, the owner*

of the suit lands, with whom he claimed to be the co-sharer, and who had sold the suit lands to the defendants Jhabbar Singh and Others. It is needless to say that in a suit for pre-emption, the vendor i.e., the owner of the suit land who had allegedly not given any notice of sale to the plaintiff as required to be given under Section 19 of the Pre-emption Act and against whom the right to pre-empt the sale is claimed would be a proper party if not a necessary party, for a complete and final adjudication on the issues involved in the suit.

13. As held by this Court in U.P. Awas Evam Vikas Parishad vs. Gyan Devi2, necessary party is one without whom no order can be made effectively; and a proper party is one in whose absence an effective order can be made but whose presence is necessary for a complete and final decision on the question involved in the proceedings. When a right to pre-empt the sale was claimed by the plaintiff Jagtar Singh as a co-sharer in the lands along with the owner Jit Singh, alleging that the mandatory provisions contained in Section 19 i.e., for giving notice to the pre-emptor, was not complied with by the owner or seller Jit Singh, his presence as the party defendant was desirable along with the other defendants Jhabbar Singh and Others, to effectively and finally decide the disputes between the parties. Though, Order I, Rule 9 states that no suit shall be defeated by reasons of the misjoinder or non-joinder of parties, care must be taken by the court to ensure that all the parties, be it the plaintiff or the defendant, whose presence is necessary for complete and final adjudication on the issues involved in the suit, are before the court. That is the reason why the courts are empowered to strike out or add parties, at any stage of the proceedings as per Order I, Rule 10, C.P.C.

14. Further, having regard to the absolutely sketchy and loosely drafted plaint in the instant case, the

Court is tempted to regurgitate the basic and cardinal rule of pleadings contained in Order VI, Rule 2(1) of the Code, according to which every pleading (i.e., plaint or written statement) has to contain a statement in concise form of the material facts on which the party pleading relies for his claim ordefence, as the case may be. Of course, the pleading need not contain the evidence by which such material facts are to be proved, nonetheless the facts necessary to formulate a complete cause of action i.e., the material facts must be stated. Omission of a single material fact would lead to an incomplete cause of action and in that case, the statement of claim would become bad in the eye of law.

15. Now, so far as the right of pre-emption is concerned, it may be noted that it is a very weak right and could be defeated by all legitimate methods. This Court as back as in 1958, in case of Bishan Singh and Others vs. Khazan Singh & Another (supra), had set-forth the contours of the right of pre-emption. It was opined therein by the four-Judge Bench that-

> *"11…..The right of pre-emption is not a right to the thing sold but a right to the offer of a thing about to be sold. This right is called the primary or inherent right. (2) The pre-emptor has a secondary right or a remedial right to follow the thing sold. (3) It is a right of substitution but not of re-purchasei. e., the pre-emptor takes the entire bargain and steps into the shoes of the original vendee. (4) It is a right to acquire the whole of the property sold and not a share of the property sold. (5) Preference being the essence of the right, the plaintiff must have a superior right to that of the vendee or the person substituted in his place. (6) The right being a very weak right, it can be defeated by all*

legitimate methods, such as the vendee allowing the claimant of a superior or equal right being substituted in his place."

16. The afore-stated position was reiterated by this Court in Barasat Eye Hospital vs. Kaustabh Mondal3, and again in the recent decision in case of Raghunath (Dead) by LRs. vs. Radha Mohan (Dead) Through LRs. And Others4, wherein it has been observed as under: -

"14. We have given our thoughtful consideration to the aforesaid issue and in order to determine the same, we had, at the inception itself, set out the judgment in Barasat Eye Hospital case [Barasat Eye Hospital v. KaustabhMondal, (2019) 19 SCC 767 : (2020) 4 SCC (Civ) 810] . We have, thus, referred to the earlier judicial view in para 10 of the judgment extracted aforesaid. The historical perspective of the right of pre-emption shows that it owes its origination to the advent of the Mohammedan rule, based on customs, which came to be accepted in various courts largely located in the north of India. The pre-emptor has been held by the judicial pronouncements to have two rights. Firstly, the inherent or primary right, which is the right to the offer of a thing about to be sold and the secondary or remedial right to follow the thing sold. It is a secondary right, which is simply a right of substitution in place of the original vendee. The pre-emptor is bound to show that he not only has a right as good as that of the vendee, but it is superior to that of the vendee; and that too at the time when the pre-emptor exercises his right. In our view, it is relevant to note this observation and we once again emphasise that the right is a "very weak right" and is, thus, capable of being defeated by all

> *legitimate methods including the claim of superior or equal right."*
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> *17. At this juncture, it would be also apt to mention that apart from the fact that the right of pre-emption is very weak right and capable of being defeated by all legitimate methods, the pre-emptor must establish that he had the right to pre-empt on the date of sale, on the date of the filing of the suit and on the date of the passing of the decree by the Court of the first instance. The pre-emptor or the claimant-plaintiff who claims the right to pre-empt the sale on the date of sale, has also to prove that such right continued to subsist till the passing of the decree of the first court. If the claimant-plaintiff loses that right or the vendee improves his right equal or above the right of the claimant before the adjudication of the suit, the suit for pre-emption would fail.*
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> *18. This proposition of law has been well settled by this Court since 1971, in case of* ***Bhagwan Das (Dead) by LRS and Others vs. Chet Ram 1971 (1) SCC 12****. In the said case, this Court had vapproved the full bench decision of Punjab High Court in Ramji Lal and Another vs. The State of Punjab and Others, AIR 1966 P&H 374, which had ruled that a pre-emptor must maintain his qualification to pre-empt upto the date of the decree.*

[18] Trite it is that vendor in the suit for pre-emption is a proper party and not a necessary party. Thus, suit cannot be dismissed solely on the ground that vendor was not made party or was subsequently given up. The issue is not non-joinder of necessary party. However, issue is absence of finding on statutory notice.

[19] Mere status of co-sharer is not enough to mature into a right of pre-emption. As per settled law in order to succeed in a suit enforcing right of pre-emption, it is imperative to show that:-

> 1. The pre-emptor had the right to pre-empt on the date of sale, on the date of filing of the suit and on

the date of passing of the decree.

2. The pre-emptor who claims the right to pre-empt the sale on the date of the sale must prove that such right continued to subsist till the passing of the decree of the first court. If the claimant loses that right or a vendee improves his right equal or above the right of the claimant before the adjudication of suit, the suit for pre-emption must fail.

3. That no notice of the proposed sale of the land as provided under Section 19 was served upon pre-emptor showing the price at which vendor was willing to sell the property.

4. In case notice under Section 19 of 1913 Act was served upon him, the pre-emptor within a period as prescribed under Section 20 of 1913 Act served notice on the vendor accepting the price expressing his willingness to pay the same.

[20] In the present case, the plaintiff in the suit raised pleadings with respect to notice in Para No.3, which reads as under:-

"That no notice of the above said sale deed and purchase was ever issued to the plaintiffs."

[21] However, when plaintiff No.2-Parkash entered into witness box in support of his case as PW-1, he did not utter even a single word as to whether notice was served upon them by the vendor or not. The service of the notice or non service thereof in terms of Section 19 and Section 20 is a statutory requirement. The same needs to be pleaded and proved. Reliance can be placed upon the following observations made by Justice Dua in **'Basti** *versus* **Jai Chand', ILR (1962) 2 Punjab 290**':-

" It certainly does not by any means relieve the plaintiff of the initial burden of bringing himself within the essential terms of the statute on which he relies for his title or preferential claim to the property sold. The obligation to make out his title or a preferential right to purchase the property would have to be discharged by him even if the negative is to be proved for establishing the right claimed. It

would, therefore, in my opinion, be incumbent on the plaintiff-pre-emptor also to prove the basic fact which is the foundation of his right, that the sale is of such land as is dealt with in Section 17 and in respect of which he had been given a right to oust the vendee and to claim title to the property in his place. This basic fact is not self evident and, therefore, has to be established by the person who would otherwise fail "

[22] The same were further relied upon by this Court in the case of **'Behari Lal and others** *versus* **Motla and others', 1963 PLJ 129**, observing as under:-

"7. As regards the second contention, it is, conceded by Mr. Gandhi that it was not pleaded by his clients in the plaint that the sale was out of the surplus area or, in other words, the sale was not from the reserved area. It is no doubt true that this is a negative contention, but all the same it is a statutory requirement and it has to be pleaded and proved. Mr. Justice Dua in Basti v. Jai Chand, ILR (1962) 2 Punjab 290: 1962 P.L.J. 70 at p. 75), examined this matter sitting with Mr. Justice Tek Chand and observed, -

" It certainly does not by any means relieve the plaintiff of the initial burden of bringing himself within the essential terms of the statute on which he relies for his title or preferential claim to the property sold. The obligation to make out his title or a preferential right to purchase the property would have to be discharged by him even if the negative is to be proved for establishing the right claimed. It would, therefore, in my opinion, be incumbent on the plaintiff-pre-emptor also to prove the basic fact which is the foundation of his right, that the sale is of such land as is dealt with in Section 17 and in respect of which he had been given a right to oust the vendee and to claim title to the

> *property in his place. This basic fact is not self evident and, therefore, has to be established by the person who would otherwise fail."*
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> *These observations fully apply to the facts of the present case. There is no allegation, must less any proof of the basic fact. That being so, the second contention is also sound and must prevail."*
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> [23] Apart from that, no effort was made by the plaintiffs to examine vendor to satisfy the statutory mandate. Thus, the pleadings regarding non receipt of notice of sale raised in plaint remained uncorroborated.
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> [24] In the light of the afore-stated circumstances, this Court finds that without giving finding with respect to compliance of Section 19 & Section 20 of the 1913 Act, Courts below erred in decreeing the suit filed by the plaintiffs."

12. Same is the view taken by Coordinate Bench in the case of ***Abhey Singh (since deceased) through LRs vs. Prem Singh and others RSA No.515 of 1994*** decided vide judgment dated 24.06.2024, wherein the Coordinate Bench observed as under:-

> "xx xx xx
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> 3.5 On comparative analysis, it is evident that the language employed in Section 8 of the 1966 Act is stricter than the words used in Section 19 of the 1913 Act. When the vendor is required to give notice to all such persons as to the price at which he is proposing to sell, the 1966 Act uses the word 'shall", whereas, the expression used in Section 19 of the 1913 Act is "may". Though, the language employed in both the statutes is not identical but intent and object is same. This court is of the considered opinion that the presence of the plaintiff at the time when the sale deed was executed is sufficient for the vendees to estop the plaintiff from getting a decree.
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> 3.6 With reference to the contention of the respondent's counsel, it may be noticed that the purpose and object behind notice under Section 19 of the 1913 Act is to inform

> the person who has right of preemption about the intended sale at a particular price. The Act does not provide that in absence of notice, the sale of property shall be void ab-initio. When it is clear that the purpose of notice is to inform the person having pre-emptory rights and there is no provision in the Act that prohibits giving up or surrendering the pre-emptory right, in that case the conduct of the pre-emptor plays an important role. Once it is established that the pre-emptor had sufficient information including the price and the intention of the vendor to sell the property he was required to take steps forthwith. It is not the case of the plaintiff that he made an offer but it was not accepted by the vendor. The Hon'ble Supreme Court in above noted judgment while interpreting a similar right of pre-emption has in para 5 laid down that the Act does not debar the pre-emptor from giving up this right. In that context, the Supreme Court held that the pre-emptor could waive the right. Now 35 years have elapsed from the date the sale deed was executed, hence the equity is also not in favour of a plaintiff. If the appeal is dismissed, it would create chaos for the purchaser who is in possession of the property for the last 35 years. The Supreme Court in more than one judgments have laid down that the right of pre-emption is a weak, outmoded and piratical. Reliance in this regard can be placed on five Judges Benches in ***Atam Parkash vs. State of Haryana, AIR 1986 Supreme Court 859: 1987 RRR 116*** as well as in ***Shyam Sunder and another vs. Ram Kumar and another, (2001) 8 SCC 24***. In view of the aforesaid, discussion, this court expresses inability to accept the submissions of the learned senior counsel representing the respondents."

13. Learned counsel for the respondents is not in a position to dispute that the issue would be squarely covered by the ratio of law laid down by this Court in the case of ***Mange Ram's case (supra).***

14. In view of above, this Court finds that the question of law being squarely covered by the ratio of law laid down by ***Mange Ram's***

case, the present appeal deserves to be accepted.

15. Needless to say regular second appeals before this Court are to be dealt in accordance with Section 41 of the Punjab Courts Act which has been interpreted by five judge Bench of Supreme Court in case of **'Pankajakshi vs. Chandrika' (2016) 6 SCC 157**, to observe as under:

> "xxxx xxxx xxxx xxxx
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> 23. Shri Viswanathan also relied upon a Division Bench judgment of this Court in Kulwant Kaur v. Gurdial Singh Mann [Kulwant Kaur v. Gurdial Singh Mann, (2001) 4 SCC 262] , to submit that this decision is an authority for the proposition that there is no need to expressly refer to a local law when the legislative intent to repeal local laws inconsistent with the Code of Civil Procedure is otherwise clear.
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> 24. The judgment in Kulwant Kaur case [Kulwant Kaur v. Gurdial Singh Mann, (2001) 4 SCC 262] raised a question which arose on an application of Section 41 of the Punjab Courts Act, 1918. This section was couched in language similar to Section 100 of the Code of Civil Procedure as it existed before the Code of Civil Procedure (Amendment) Act, 1976, which amended Section 100 to make it more restrictive so that a second appeal could only be filed if there was a substantial question of law involved in the matter. The question this Court posed before itself was whether Section 41 stood repealed by virtue of Section 97(1) of the Code of Civil Procedure (Amendment) Act, 1976, which reads as under :
>
> > "97. Repeal and savings.—(1) Any amendment made, or any provision inserted in the principal Act by a State Legislature or a High Court before the commencement of this Act shall, except insofar as such amendment or provision is consistent with the

> provisions of the principal Act as amended by this Act, stand repealed."

This Court concluded that Section 41 of the Punjab Courts Act was repealed because it would amount to an amendment made or provision inserted in the principal Act by a State Legislature. This Court further held that, in any event, Section 41 of the Punjab Courts Act being a law made by the Legislature of a State is repugnant to a later law made by Parliament, namely, Section 97(1) of the Code of Civil Procedure (Amendment) Act, 1976, and that therefore, by virtue of the operation of Article 254 of the Constitution of India, the said provision is in any case overridden. In arriving at the aforesaid two conclusions, this Court held [Kulwant Kaur v. Gurdial Singh Mann, (2001) 4 SCC 262.

> "27. Now we proceed to examine Section 97(1) of the Amendment Act and the amendment of Section 100 CPC by the said 1976 Act. Through this amendment, right to second appeal stands further restricted only to lie where, 'the case involves a substantial question of law'. This introduction definitely is in conflict with Section 41 of the Punjab Act which was in pari materia with unamended Section 100 CPC. Thus, so long there was no specific provision to the contrary in this Code, Section 4 CPC saved special or local law. But after it comes in conflict, Section 4 CPC would not save, on the contrary its language implied would make such special or local law inapplicable. We may examine now the submission for the respondent based on the language of Section 100(1) CPC even after the said amendment. The reliance is on the following words:
>
> '100. Second appeal.—(1) Save as otherwise expressly provided … by any other law for the time being in force….'
>
> These words existed even prior to the amendment and are unaffected by the amendment. Thus, so far it could legitimately be submitted that, reading this

part of the section in isolation it saves the local law. But this has to be read with Section 97(1) of the Amendment Act, which reads:

'97. Repeal and savings.—(1) Any amendment made, or any provision inserted in the principal Act by a State Legislature or a High Court before the commencement of this Act shall, except insofar as such amendment or provision is consistent with the provisions of the principal Act as amended by this Act, stand repealed.' (Noticed again for convenience.)

28. Thus, language of Section 97(1) of the Amendment Act clearly spells out that any local law which can be termed to be inconsistent perishes, but if it is not so, the local law would continue to occupy its field.

29. Since Section 41 of the Punjab Act is expressly in conflict with the amending law viz. Section 100 as amended, it would be deemed to have been repealed. Thus, we have no hesitation to hold that the law declared by the Full Bench of the High Court in Ganpat [Ganpat v. Ram Devi, AIR 1978 P&H 137] cannot be sustained and is thus overruled."

25. We are afraid that this judgment in Kulwant Kaur case [Kulwant Kaur v. Gurdial Singh Mann, (2001) 4 SCC 262] does not state the law correctly on both propositions. First and foremost, when Section 97(1) of the Code of Civil Procedure (Amendment) Act, 1976 speaks of any amendment made or any provision inserted in the principal Act by virtue of a State Legislature or a High Court, the said section refers only to amendments made and/or provisions inserted in the Code of Civil Procedure itself and not elsewhere. This is clear from the expression "principal Act" occurring in Section 97(1). What Section 97(1) really does is to state that where a State Legislature makes an amendment in the Code of Civil Procedure, which amendment will apply only within the four corners of the State, being made under Schedule VII List III Entry 13 to

the Constitution of India, such amendment shall stand repealed if it is inconsistent with the provisions of the principal Act as amended by the Parliamentary enactment contained in the 1976 Amendment to the Code of Civil Procedure. This is further made clear by the reference in Section 97(1) to a High Court. The expression "any provision inserted in the principal Act" by a High Court has reference to Section 122 of the Code of Civil Procedure by which High Courts may make rules regulating their own procedure, and the procedure of civil courts subject to their superintendence, and may by such rules annul, alter, or add to any of the rules contained in the First Schedule to the Code of Civil Procedure.

26. Thus, Kulwant Kaur [Kulwant Kaur v. Gurdial Singh Mann, (2001) 4 SCC 262] decision on the application of Section 97(1) of the Code of Civil Procedure (Amendment) Act, is not correct in law.

27. Even the reference to Article 254 of the Constitution was not correctly made by this Court in the said decision in Kulwant Kaur case [Kulwant Kaur v. Gurdial Singh Mann, (2001) 4 SCC 262] . Section 41 of the Punjab Courts Act is of 1918 vintage. Obviously, therefore, it is not a law made by the Legislature of a State after the Constitution of India has come into force. It is a law made by a Provincial Legislature under Section 80-A of the Government of India Act, 1915, which law was continued, being a law in force in British India, immediately before the commencement of the Government of India Act, 1935, by Section 292 thereof. In turn, after the Constitution of India came into force and, by Article 395, repealed the Government of India Act, 1935, the Punjab Courts Act was continued being a law in force in the territory of India immediately before the commencement of the Constitution of India by virtue of Article 372(1) of the Constitution of India. This being the case, Article 254 of the Constitution of India would have no application to such a law for the simple reason that it is not a law made by the Legislature of a State but is an existing law continued by virtue of Article 372 of

> the Constitution of India. If at all, it is Article 372(1) alone that would apply to such law which is to continue in force until altered or repealed or amended by a competent legislature or other competent authority. We have already found that since Section 97(1) of the Code of Civil Procedure (Amendment) Act, 1976 has no application to Section 41 of the Punjab Courts Act, it would necessarily continue as a law in force. Shri Viswanathan's reliance upon this authority, therefore, does not lead his argument any further.
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> xxxx xxxx xxxx"

16. Thus, there is no need to frame substantial question of law.

17. The judgment and decree passed by the Courts below being in teeth of law laid down by the Court in ***Mange Ram's case*** and the plaintiffs having miserably failed to prove compliance of Section 20 and non-service of notice under Section 19, the present appeal is allowed. The judgment and decree passed by the Courts below are hereby set aside. Suit filed by the plaintiff is ordered to be dismissed.

18. Since the main case has been decided, pending miscellaneous application, if any, shall also stands disposed off.

(PANKAJ JAIN)
JUDGE

20.03.2025
Dinesh

Whether speaking/reasoned Yes

Whether Reportable : No