



**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

101

(1) RSA-1333-1994 (O&M)

MOHINDER KAUR (SINCE DECEASED) THROUGH HER LEGAL REPRESENTATIVES AND OTHERS

... Appellants

Versus

MOHAN SINGH (SINCE DECEASED) THROUGH HIS LEGAL REPRESENTATIVES AND OTHERS

...Respondents

(2) RSA-2572-1994

GURMEJ SINGH AND ANOTHER

... Appellants

Versus

JASWINDER SINGH AND OTHERS

...Respondents

1.	The date when the judgment is reserved	March 24, 2026
2.	The date when the judgment is pronounced	May 25, 2026
3.	The date when the judgment is uploaded on the website	May 25, 2026
4.	Whether only operative part of the judgment is pronounced or whether the full judgment is pronounced	Full
5.	The delay, if any, of the pronouncement of full judgment, and reasons thereof	Not applicable

CORAM: HON'BLE MR. JUSTICE TRIBHUVAN DAHIYA

Present: Mr. Sanjiv K. Aggarwal, Advocate and
Mr. Nissim Aggarwal, Advocate
for the appellants (in RSA-1333-1994) and
for respondents no.2 to 7 (in RSA-2572-1994).

Mr. Vinod Kataria, Advocate
for the appellants (in RSA-2572-1994) and
for the respondents (in RSA-1333-1994).

TRIBHUVAN DAHIYA, J.

These two appeals have been filed by the plaintiffs as well as the defendants dissatisfied with the judgment and decree, dated 22.03.1994, passed by learned Additional District Judge, Hisar.

2. A suit for declaration was filed by plaintiffs Mohan Singh and Gurmej Singh (hereinafter referred to as 'the plaintiffs') to the effect that

they were owners in possession of suit land in two different parcels measuring 93 kanals 2 marlas and 32 kanals situated in village Rehanwali, Tehsil Tohana, District Hisar, and that permanent lease in favour of Tirlochan Singh, predecessor-in-interest of the defendants Jaswinder Singh, Mohinder Kaur, Satwinder Kaur, Parminder Singh, Sukhvinder Singh, Satpal Singh, and Rajvinder Kaur (hereinafter referred to as 'the defendants'), was a sham and benami transaction. The plaintiffs and Tirlochan Singh were real brothers. They purchased this 93 kanals 2 marlas of land comprised in *khewat* no.34 from Kartar Singh on 30.07.1963. Prior thereto, they got executed a lease deed of that land in the name of Tirlochan Singh on 15.07.1963. This was for the reason plaintiff-Mohan Singh was residing in London and plaintiff-Gurmej Singh was a minor at that time; it was done to defeat the rights of any pre-emptor. In the same manner, they purchased the second parcel of land measuring 32 kanals comprised in *khasra* no.33/10(6-0) min, 33/11 (8-0), 20(8-0), 21(3-2), 25 min(6-18) on 25.11.1963, from Ranjit Singh. A registered perpetual lease deed was executed *qua* only 6 kanals 18 marlas of land out of the total 32 kanals on 27.11.1963. However, the entire 32 kanals of land was shown to have been taken on permanent lease by Tirlochan Singh, and mutation to that effect was sanctioned in 1970-71.

2.1. The lease deed, dated 15.07.1963, of first parcel of land measuring 93 kanals 2 marlas (Ex.P1) was registered on 22.07.1963, and sale deed of this land was executed in favour of the plaintiffs and Tirlochan Singh in equal shares on 30.07.1963 (Ex.P2) and registered on 31.07.1963. The second parcel of land measured 32 kanals, but the lease deed executed

and registered on 27.11.1963 (Ex.P4), pertained to 6 kanals 18 marlas of land out of this parcel, as already mentioned. Nevertheless, sale deed of this entire land was executed and registered in favour of the plaintiffs and Tirlochan Singh in equal shares on 29.07.1964 (Ex.P3).

2.2. According to the plaintiffs, the aforementioned lease deeds were sham transactions. Based upon the subsequent sale deeds, they were the owners-in-possession of two-third share of land, and the remaining one-third was in the ownership of Tirlochan Singh. Later, Tirlochan Singh transferred 38 kanals 9 marlas of land out of the first parcel, measuring 93 kanals 2 marlas, in favour of defendant no.2 – Mohinder Kaur by way of a collusive decree in Civil Suit no.247-C of 1972. He had no right to transfer the lease hold rights in favour of any person because it could have been done only by way of a registered document. It was also averred that Tirlochan Singh expired on 27.06.1982, leaving defendant no.1 as his only son and defendant no.2 was not his widow, nor were the remaining defendants his sons or daughters.

2.3. The suit was contested by defendants no.2 and 7 by filing a joint written statement. They pleaded that the lands measuring 93 kanals 2 marlas as well as 32 kanals were jointly purchased by the plaintiffs and Tirlochan Singh, their predecessor-in-interest, from the owners Kartar Singh and Ranjit Singh, respectively. Prior to execution of these sale deeds, the land had been leased out by the owners in favour of Tirlochan Singh, and the collusive decree suffered by him was perfectly valid as he being the lessee, had full authority to transfer the lease hold rights in favour of defendant no.2

– Mohinder Kaur. Defendants no.2 and 7 also claimed themselves to be the only legal heirs of deceased Tirlochan Singh.

3. On these pleadings, the following issues were framed by the learned trial Court:

1. Whether perpetual lease deed dated 15.07.1963 is fictitious as alleged in the plaint? OPP
2. If issue no.1 is not proved, whether right of Patedari have merged into the sale deed dated 30.07.1963? OPP
3. Whether lease deed of thirty-two kanals of land is fictitious as alleged in the plaint? OPP
4. If issue no.3 is not proved, whether right of Patedari have merged into the sale deed dated 30.07.1963? OPP
5. Whether decree in civil suit no.247-C of 1972 is collusive, and fictitious and is not binding upon the plaintiffs as alleged in the plaint? OPP
6. Who are the legal heirs of deceased Tirlochan Singh?
OPD
7. Whether the suit is time barred? OPD
8. Whether the suit is not maintainable in the present form?
OPD
9. Whether plaintiffs have got no cause of action? OPD
10. Whether the suit is bad for the purpose of Court fee and jurisdiction? OPD
11. Whether the suit has become infructuous? OPD

12. Whether the suit is bad for non-joinder of necessary parties? OPD

13. Relief.

4. In evidence, plaintiffs examined Kartar Singh as PW1, Ranjit Singh as PW2 and plaintiff Gurmej Singh as PW3. PW1 admitted during cross-examination that the agreement of lease and sale was entered into between him and Tirlochan Singh, and that the lease deed was executed before the sale deed as there was an apprehension of a pre-emption suit. PW2 deposed on the same lines. PW3 also deposed that suit land was purchased by Tirlochan Singh on their behalf. At the same time, during cross-examination he admitted that defendants Balvinder Singh alias Parminder Singh etc., sons of Tirlochan Singh, were in possession of the suit land. He also admitted that Mohinder Kaur was widow of Tirlochan Singh. Defendant no.2 – Mohinder Kaur was examined as DW1 and deposed that she was married to Tirlochan Singh twenty-six to twenty-seven years ago. Balwant Singh, DW2, deposed on the same lines.

5. The trial Court, vide judgment dated 12.03.1991, decided issues no.1 to 5 and 7 against the plaintiffs. On issue no.6, it was held that all the defendants were legal heirs of deceased Tirlochan Singh. Issues no.8 to 12 were decided against the defendants. It was finally held as under:

12. Secondly, lease deeds Ex.P1 and 4 were not only intended to be acted upon but these were actually acted upon, as is clear from admission made by the plaintiffs and from entries made in the revenue record, plaintiff Gurmej Singh admitted that suit land is in the possession of defendants Balvinder Singh son of Tirlochan Singh etc. According to mutation No.386,

mutation of 32 kanals land was sanctioned in favour of Tirlochan Singh leasee on the basis of lease deed dated 09.12.1963. The lease money of this 32 kanals has been shown to be Rs.4392/-. In lease deed dated 15.07.1963 Ex.P-1 also it has been mentioned that Kartar Singh owner of 93 kanals 2 marlas land had leased out his land to Tirlochan Singh leasee. He was given possession of this land at the time of execution of the lease deed. On the other hand, vide sale deeds Ex.P-2 and P-3 only ownership rights were transferred to plaintiffs and Tirlochan Singh by vendor Kartar Singh and Ranjit Singh. There is no mention of giving possession to the vendees. It all makes clear that possession of the suit land was given to Tirlochan Singh by lessor Kartar Singh on getting lease money of Rs.15,000/-. Similarly, the possession of 32 kanals land was given to Tirlochan Singh leasee at the time of execution of lease deed Ex.P-4. Only ownership rights were transferred to plaintiffs and Tirlochan Singh vide registered sale deed Ex.P3. In these circumstances, it cannot be said that lease deeds Ex.P-1 and 4 were not intended to be acted upon. In fact these were acted upon and in this way question of their being declared as sham and fictitious transaction does not arise.

12-A. Learned counsel for plaintiffs further argued that mutation of 32 kanals land comprised in khasra No.s 33//10, 11, 20, 21 and 25 was wrongly sanctioned in favour of Tirlochan Singh as lessee, on the basis of lease deed dated 09.12.1963. He argued that according to lease deed dated 27.11.1963 (Ex.P-4) only 6K-18M land was given on lease by lessor Ranjeet Singh to Tirlochan Singh leasee. He argued that mutation No.386 (Ex.D3 and D9) has been wrongly sanctioned. But I do not find any force in this contention of Ld. counsel for plaintiffs. According to the lease deed Ex.P4, 6 kanals 18 marlas land was leased out by Ranjeet Singh to Tirlochan Singh leasee for a consideration of Rs.990/-. But according to mutation No.386

(Ex.D3 and D9) the 32 kanals land was leased out vide registered lease deed dated 09.12.1963 for a consideration of Rs.4392/-. It shows that 32 kanals was leased out to Tirlochan Singh by the lessor Ranjit Singh by means of more than one lease deeds. The remaining lease deed(s) have not been produced on file. Moreover, Ranjeet Singh while appearing in the court as PW-2 deposed that he had firstly given four killas land on lease to Tirlochan Singh and then sold it to plaintiffs and Tirlochan Singh. He nowhere mentioned that only 6K 18M land was given on lease to Tirlochan Singh. In sale deed Ex.P3 also it has been mentioned that this 32 kanals land has already been given to Tirlochan Singh on lease. Vide this sale deed only ownership rights were transferred to plaintiffs and Tirlochan Singh.

13 to 22.

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23. In view of my above findings on various issues, plaintiffs are declared owners of suit land to the extent of 1/3 share each. Lease deed dated 15.07.1963 (registered on 30.07.1963) Ex.P1 and lease deed dated 25.11.1963 (registered on 07.11.1973) Ex.P4 are declared to be validly executed lease deeds. Decree No.247-C of 1972 in favour of Mohinder Kaur in respect of 38 kanals 9 marlas suit land is declared to be legal and valid decree. Defendants Jaswinder Singh, Mohinder Kaur, Balvinder Singh (his name mentioned as Parminder Singh in the plaint), Sukhvinder Singh, Satpal Singh, Jasvinder Kaur (her name has been mentioned as Satvinder Kaur in the plaint) and Rajvinder Kaur are declared to be owners in equal shares of the suit land to the extent of 1/3rd share. All the defendants are also declared joint lessees of suit land after than the land, which is being held by Mohinder Kaur and other defendants as lessees on the basis of Court decree. Parties shall bear their own costs.

6. Aggrieved with the judgment, the plaintiffs filed first appeal before learned Additional District Judge, and contested it on issues no.1 to 4 and 7. The lower appellate Court modified the finding of the trial Court on issues no.3 and 4. It recorded that perpetual lease deed of the land measuring 93 kanals 2 marlas was registered in favour of Tirlochan Singh by Kartar Singh on 22.07.1963; sale deed pertaining to this land was executed by him in favour of the plaintiffs and Tirlochan Singh in equal shares on 30.07.1963, and registered on 31.07.1963. However, pertaining to the second parcel of land measuring 32 kanals, perpetual lease deed in favour of Tirlochan Singh was executed by Ranjit Singh *qua* only 6 kanals 18 marlas of land comprised in *khasra* no.33/25 on 27.11.1963, and was registered on the same date. The sale deed executed by Ranjit Singh in favour of the plaintiffs and Tirlochan Singh on 29.07.1964 and registered on the same date, was of the entire 32 kanals of land, comprised in *khasra* no.33/10 min., 11, 20, 21 min and 25 min. In these facts, it was held that in the absence of any registered lease deed with respect to whole 32 kanals of land, there was no basis for the trial Court to hold that the entire land was leased out by Ranjit Singh to Tirlochan Singh. The oral statement of Ranjit Singh to that effect, as also entries in the mutation (Ex.D3) containing a reference to some lease deed dated 09.12.1963 which was not brought on record, were not sufficient to record the finding. Accordingly, the plaintiffs were held to be joint owners-in-possession of two-third share of the land measuring 25 kanals 2 marlas out of 32 kanals (32 kanals minus 6 kanals 18 marlas). The finding to that effect is as under:

11. However, the approach of the learned trial Court incoming to the conclusion that not only 6 kanals 18 marlas but 32 kanals of land forming subject matter of the same deed Ex.P3 had been leased out to Tirlochan Singh is erroneous and illegal. The mutation Ex.D3 measuring 32 kanals is based upon some registered lease deed dated 09.12.1963 which has not seen the light of the day. Neither that registered lease deed was brought on the file nor any prayer was made even before the appellate court for the production of said deed. So the presumption can be safely raised that no such registered lease deed is in existence. Otherwise there was no reason for the defendants to withhold the said lease deed. So the mutation Ex.D3 does not created lease hold rights in favour of Tirlochan Singh in respect of the land measuring 32 kanals when the alleged registered lease deed dated 09.12.1963 has not seen the light of the day. The oral testimony of Ranjit Singh PW2 to the effect that he had leased our his land measuring 32 kanals in favour of Tirlochan Singh prior to the sale of that land in favour of plaintiffs and Tirlochan Singh is contrary to the recital in the lease deed Ex.P4 according to which only 6 kanals 18 marlas of land comprised in khasra no.33/25 was leased out by Ranjit Singh to Tirlochan Singh on 27.11.1963. His oral statement is hit by Section 91 of the Indian Evidence Act, 1892. Same is the position of the recital in the sale deed Ex.P3. When the lease deed was executed only in respect of 6 kanals 18 marlas of land out of land measuring 32 kanals forming subject matter of the sale deed Ex.P3 the recital in the sale deed Ex.P3 to the effect that only propriety right in the land had been transferred to the plaintiffs and Tirlochan Singh is of no consequence. So it is revealed from the perusal of lease deed Ex.P4 that only 6 kanals 18 marlas of land out of land measuring 32 kanals forming subject matter of the sale deed Ex.P3 was leased out to Tirlochan Singh, predecessor-in-interest of the defendants. The

finding of the Ld. trial Court to the effect that Tirlochan Singh was already in possession of the entire land measuring 32 kanals as a lessee at the time of execution and registration of the same deed Ex.P3 is, thus, against the record. So the finding of the learned trial Court to that effect is reversed.

As a result, the plaintiffs are owners as well as in joint possession of 2/3 share of the land measuring 25 kanals 2 marlas (32 kanals – 6 kanals 18 marlas). The defendants have no right over this land as lessees.

7. Further, on issue no.7, the lower appellate Court held that the suit was within limitation. Mutation, Ex.D3, conferring lease hold rights on Tirlochan Singh with respect to the land measuring 32 kanals had been sanctioned without any basis, and the same was *non est* in the eyes of law. Thus, there was no limitation on setting aside such an order. The following findings were recorded in this regard:

12. Now coming to the issue of limitation, i.e., issue no.7 the counsel for the respondents submitted that since the mutation Ex.D-3 acknowledging the lease hold rights of Tirlochan Singh in the land measuring 32 kanals was sanctioned in the year 1971 (27.11.1971) that cast a cloud on the rights of the plaintiffs in the land measuring 32 kanals and they could challenge the said entry within a period of three years as laid down in Article 58 and 59 of the Limitation Act, 1963 and the present suit filed on 22.07.1985 was rightly held by the trial Court to be out of limitation.

13. The counsel for the appellants, however, assailed the finding of the learned trial Court on the ground that since the mutation Ex.D-3 was sanctioned without any basis because alleged lease deed dated 09.12.1963 never saw the light of the day it has got no adverse effect on the rights of the plaintiffs in

the said land. He also submitted that the order of the Assistant Collector sanctioning the mutation Ex.D-3 being a void order can be ignored altogether and no period of limitation has been prescribed for setting aside such a void order. The reliance in support of his arguments was placed by the appellants' counsel on *Om Parkash vs. Palu Ram*, 1992 PLJ-530 wherein it was observed that only a threatened injury gives a party cause of action and the entry of mutation in favour of defendant would not furnish plaintiff any cause of action. Similar view has been taken in *Mukhtiar Singh Vs. The State of Punjab and others*, 1993 PLJ-108 wherein it was observed that there is no bar of limitation for setting aside of void order which can be ignored. Since the mutation Ex.D-3 conferring lease hold right in respect of the land measuring 32 kanals in favour of Tirlochan Singh was sanctioned without any basis, the order sanctioning the said mutation is non est and there is no limitation for setting aside such an order. Consequently the finding of the Ld. trial court on issue No.7 is reversed.

Accordingly, the appeal was partly accepted by the lower appellate Court. The trial Court decree was modified only to a limited extent by holding that the plaintiffs were joint owners-in-possession of two-third share of agricultural land measuring 25 kanals 2 marlas out of 32 kanals of land in the second parcel, vide judgment and decree dated 22.03.1994.

8. Both, the plaintiffs and the appellants, have filed the instant appeals. The plaintiffs are aggrieved against both the judgments and decree passed by the Courts below, and the defendants against the judgment and decree passed by the lower appellate Court; they have sought its modification and restoration of the judgment and decree passed by the trial Court.

9. In this factual background, learned counsel for the plaintiffs contended that the lease deeds in question were sham transactions and did not vest any right, title or interest in the suit land with Tirlochan Singh or his descendants (defendants herein). Once the registered sale deed pertaining to the same land had been executed between the parties giving equal share to the three brothers, the lease deeds lost existence and could not have been the basis to confer possession or ownership.

10. *Per contra*, learned counsel for the defendants contended that the lower appellate Court was wrong in partially reversing the findings on issues no.1 to 4 and holding the plaintiffs owner-in-possession of 25 kanals 2 marlas out of 32 kanals of land. The defendants' possession was duly established by mutation, Ex.D3, which was recorded on the basis of registered lease deeds dated 27.11.1963 and 17.06.1964; the latter is now being sought to be produced on record by way of additional evidence by them. Besides, their possession over the suit land stood admitted by plaintiff-PW3 himself. Further, the suit was time-barred and it was rightly held to be so by the trial Court, since mutation of the suit land had been sanctioned on 27.11.1971, and the suit was filed after expiry of about fourteen years therefrom, on 22.07.1985. Even if the mutation had been wrongly entered, it could not be a basis to hold it void and *non est*. The limitation would not start running from that date, especially in view of the undisputed position on record that the said mutation was never set aside by the competent authority.

11. Submissions made by learned counsel for the parties have been considered.

12. The defendants have filed an application, CM-3975-C-1994 in RSA-1333-1994 under Order 41 Rule 27 read with Section 151 of the Code of Civil Procedure, 1908, for production of lease deed dated 17.06.1964, as additional evidence. This lease deed pertains to 25 kanals 2 marlas of land comprised in khasra no.33/10 min, 11, 20, 21 min, which forms part of second parcel of land in question comprising 32 kanals. It has been the applicant/defendants' case that the entire land of second parcel was leased out to Tirlochan Singh perpetually vide registered lease deeds by Ranjit Singh, PW-2, and a mutation to that effect, Ex.D3, had also been sanctioned. The fact was mentioned in the subsequent sale deed dated 29.07.1964, Ex.P3, as well. This lease deed was not produced before the trial Court, and a lease deed pertaining only to 6 kanals 18 marlas of land of the second parcel, dated 27.11.1963, Ex.P4, could be produced. In the absence of any lease deed pertaining to the remaining 25 kanals and 2 marlas of land being on record, the lower appellate Court held that the applicant/defendants could not be held to be in possession of this portion of land as lessee at the time of execution of the sale deed pertaining to the entire parcel of land, dated 29.07.1964, and reversed the trial Court findings to the contrary. The applicant/defendants pleaded that the perpetual lease deed, dated 17.06.1964, was not in their possession at the relevant time. It is a registered document, and goes to establish that Tirlochan Singh, predecessor-in-interest of the defendants, was actually handed over the possession of this land as lessee. It is relevant to decide the issue arising for consideration. In view of the matter, this Court considers it appropriate to allow the application and

take the registered lease deed, dated 17.06.1964, on record as Ex.A, as it is required for just and proper adjudication of the case.

13. In view of the facts on record as well as submissions by the learned counsel, this Court finds no ground to interfere with the concurrent findings on facts and law recorded by the Courts below so far as issues no.1 and 2 are concerned. However, with respect to issues no.3, 4 and 7, the following two questions of law arise for consideration:

(i) Whether the defendants could have been held to be owners in joint possession of 2/3 share of the land measuring 25 kanals 2 marlas (32 kanals minus 6 kanals 18 marlas) ?

(ii) Whether the suit was within limitation.

13.1. Re. question no.(i), it stands established on record that perpetual lease deed dated 15.07.1963, pertaining to the land in first parcel, measuring 93 kanals 2 marlas, was executed in favour of Tirlochan Singh, predecessor-in-interest of the defendants, by owner-Kartar Singh, PW1, who was in possession of this entire land. Thereupon, sale deed transferring ownership rights over the same land was executed in favour of plaintiffs and Tirlochan Singh in equal shares on 30.07.1963, and registered on 31.07.1963. The fact has been proved by the deposition of vendor-Kartar Singh as PW1. In the same manner, land in the second parcel, measuring 32 kanals and owned by PW2-Ranjit Singh, was statedly leased out in favour of Tirlochan Singh, though the deed brought on record in this regard, dated 27.11.1963, was only with respect to 6 kanals 18 marlas of land. A registered sale deed of this entire land transferring ownership rights in favour of the plaintiffs and Tirlochan Singh in equal shares was executed on 29.07.1964.

Further, possession of the defendants over this entire parcel of land has been admitted by the plaintiff-Gurmej Singh/PW3 himself. Lessor Ranjit Singh/PW2 also deposed that he had firstly given this entire 4 killa/acre land on lease to Tirlochan Singh, and then sold it to him as well as the plaintiffs. The sale deed, dated 29.07.1964, Ex.P-3, also mentioned the fact of earlier lease of the entire second parcel. Further, the observations by the trial Court are that there were more than one lease deed concerning this parcel, but not placed on record. This missing link has now been connected by way of additional evidence, that is, registered lease deed of the remaining 25 kanals 2 marlas of land, dated 17.06.1964. It substantiates the deposition by the lessor as well as the recitals in the registered sale deed, dated 29.07.1964, to that effect. Accordingly, sanctioning of mutation, Ex.D3, can also not be faulted with. Additionally, this mutation with regard to possession, dated 27.11.1971, had been sanctioned based upon the registered sale deed and its recitals, as mentioned hereinbefore, which was never challenged. As a result, the mutation could not have been questioned or disbelieved. Thus, there is no escape from concluding that Tirlochan Singh was leased out entire parcel of 32 kanals of land with possession, and findings to the contrary by the lower appellate Court are unsustainable.

13.2. With respect to question no.(ii) also, findings recorded by the lower appellate Court are not sustainable being in violation of the settled law. It remains undisputed that mutation (Ex.D3/D9) regarding 32 kanals of the land in second parcel was sanctioned in 1970-1971, but was challenged by filing the suit in 1985, after about fifteen years therefrom. The suit was clearly beyond limitation and the trial Court had rightly returned the finding

on issue no.7 to that effect. It was reversed by the lower appellate Court holding that having been sanctioned without any basis, the mutation was *non est* and there was no limitation for setting it aside. The reasoning is perverse. As already discussed, the mutation in question cannot be said to have been sanctioned without any basis. There were valid lease deeds, dated 27.11.1963 and 17.06.1964, whereby the entire 32 kanals of land had been leased out to Tirlochan Singh, forming the basis. Besides, the sale deed of this land, dated 29.07.1964, recording the factum of lease was also there.

14. In view of this discussion, judgment and decree passed by the lower appellate Court, dated 22.03.1994, to the extent it has reversed the findings recorded by the trial Court, is set aside. The judgment and decree of the trial Court, dated 12.03.1991, is restored *in toto*. Consequently, RSA-1333-1994 is allowed and RSA-2572-1994 stands dismissed.

15. Pending application(s), if any, also stand(s) disposed of.

16. A photocopy of this order be placed on the file of the connected case.

May 25, 2026

Jaspreet Kaur

**(TRIBHUVAN DAHIYA)
JUDGE**

Whether speaking/reasoned : *Yes*

Whether reportable : *Yes*