

**IN THE HIGH COURT OF MADHYA PRADESH
AT INDORE
BEFORE
HON'BLE SHRI JUSTICE ACHAL KUMAR PALIWAL**

MISC. APPEAL No. 2762 of 2007

BETWEEN:-

**UNITED INDIA INSURANCE CO.LTD. DHAR THROUGH LEGAL
CELL, IDA BUILDING, INDORE, DISTRICT - INDORE (MP)**

.....APPELLANT

(SHRI SUDHIR DANDWATE, ADVOCATE FOR APPELLANT)

AND

**POONAMCHAND & 6 OTHERS S/O PHOLIYA, AGED ABOUT 55
1. YEARS, OCCUPATION: LABOUR GRAM KUSUMLYA,TEH.
DHARAMPURI, DISTT. DHAR (MADHYA PRADESH)**

**SMT. RAMTIBAI IPOONAMCHAND, AGED ABOUT 50 YEARS,
2. GRAM KUSUMLYA,TEH. DHARAMPURI, DISTT. DHAR
(MADHYA PRADESH)**

**SMT. SAVANTIBAILATE DINESH, AGED ABOUT 22 YEARS,
3. OCCUPATION: HOUSEWORK GRAM KUSUMLYA,TEH.
DHARAMPURI, DISTT. DHAR (MADHYA PRADESH)**

**KU. ROSHANI THRU. NG MOTHERLATE DINESH GRAM
4. KUSUMLYA,TEH. DHARAMPURI, DISTT. DHAR (MADHYA
PRADESH)**

**MAHESH THRU. LRS MOTHER S/O POONAMCHAND GRAM
5. KUSUMLYA,TEH. DHARAMPURI, DISTT. DHAR (MADHYA
PRADESH)**

**RAJESH S/O THAVARIYA, AGED ABOUT 25 YEARS, GRAM
6. KUSUMLYA,TEH. DHARAMPURI, DISTT. DHAR (MADHYA
PRADESH)**

**SHOBHAN SINGH S/O NARSINGH OCCUPATION:
7. AGRICULTURE GRAM BAKLAYA TEH. DHARAMPURI DISTT.
DHAR (MADHYA PRADESH)**

.....RESPONDENTS

(SHRI HEMANT KUMAR VAISHNAV, ADVOCATE FOR

RESPONDENT NO.4)

(SHRI RAM NARAYAN DAVE, ADVOCATE FOR RESPONDENT NO.5)

Reserved on: 06.12.2023

Pronounced on: 22.12.2023

This miscellaneous appeal having been heard and reserved for orders, coming on for pronouncement this day, Justice Shri Achal Kumar Paliwal pronounced the following:

ORDER

This miscellaneous appeal has been filed by the appellant – Insurance Company under Section 173 of Motor Vehicles Act, 1988, being aggrieved by award dated 26.07.2007 passed by Additional Member, Motor Accident Claims Tribunal, Dhar, in Claim Case No.134/2005.

(2) Learned counsel for the appellant-Insurance Company submits that present appeal was filed on 22.08.2007 and cross-objection has been filed by respondents/claimants on 01.01.2011 and cross-objections has not been filed within thirty days after service of notice. Hence, cross-objection filed by respondents/claimants are time barred and cannot be looked into. The present appeal has been filed by appellant-Insurance Company on the ground that Insurance Company is not liable to pay compensation. Hence, cross-objections is not maintainable.

(3) Learned counsel for the appellant-Insurance Company after referring to para Nos.11, 14, 15, 16 and 22 of impugned award and decision in ***National Insurance Company Limited vs. Ramkalibai and Others in MA No.3531/2008 decided on 11.01.2011, Bablu***

@ Netram @ Netraj vs. Abhilasha reported in 2016(1) MPLJ 45, Oriental Insurance Company Limited vs. Brij Mohan and Others reported in (2007) 7 Supreme Court Cases 56, New India Assurance Company Limited vs. Vedwati and Others reported in 2007 ACJ 1043, Oriental Insurance Company Limited vs. Richhabai and Others reported MACD 2012 (3) (MP) 1650, Ramdheen Sahu and Another vs. Thanuram and Another reported in MACD 2012(3) (Chhattisgarh) 1652, Mithlesh and Others vs. Brijendra Singh Baghel and Others reported in [2007(1)MPLJ 315 and Bhav Singh vs. Savirani and Others reported in [2008(1) MPLJ 2005 submits that in the instant case, from evidence on record, it is clearly established, that at the time of accident, deceased was sitting on tractor/trolley, therefore, Insurance Company is not liable to pay the compensation.

(4) It is also urged that offending vehicle tractor was insured for agricultural purposes and at the time of accident, sand was being transported. Thus, the offending vehicle was being used for commercial purposes and not for agricultural purposes. Thus, Insurance Company can be liable to pay compensation only if tractor/trolley was being used for agricultural purposes.

(5) As per Section 147(ii) of Motor Vehicles Act, 1988, only public service vehicle is statutorily required to be insured and tractor/trolley is not a public service vehicle. Hence, under above provision, it is not statutorily required to be insured. It is also submitted that no premium was paid for any person except driver.

(6) It is also urged that it is a case of no Insurance. Hence,

principle of pay and recover cannot be applied. In this connection, learned counsel for the appellant has referred to the case of *Ramkali Bai and Others (supra)*.

(7) On above grounds, it is urged that Insurance Company is not liable to pay compensation as at the time of accident, deceased was sitting on the trolley and it was not insured and the tractor/trolley was being driven in violation of policy conditions. Hence, cross-objections are not maintainable. Accordingly, appeal be allowed and appellant-Insurance Company be exonerated from liability to pay the compensation.

(8) Learned counsel for the respondents/claimants submits that at the time of accident, the deceased was not sitting on the tractor, in fact he was traveling as a laborer in trolley. At the time of accident, the trolley was being used for transporting the sand and sand was being transported for construction of well in the field of owner of offending vehicle. Therefore, at the time of accident, tractor/trolley was being used for agricultural purposes. It is not established in the case that trolley was being used for commercial purposes.

(9) It is also urged that insurance policy is comprehensive/package policy. The Insurance Company has not filed schedule attached with the insurance policy to show that how many person can sit in the trolley. It is the insurance company who had to establish that no one can sit in the trolley but insurance company has failed to prove this fact. Hence, in the instant case, it cannot be said that at the time of accident, tractor/trolley was

being driven in violation of terms and conditions of the insurance policy. Therefore, insurance company is liable to pay the compensation. It is also urged that scribe of FIR has not been examined and therefore, version of FIR is not binding on the claimants/respondents.

(10) With respect to above submission, counsel for the respondents/claimants has relied upon the decisions in ***Oriental Insurance Company Limited vs. Lacchiram and Others reported in 2007 (II) MPWN 55, National Insurance Company Limited vs. Sarvanlal and Others reported in 2005 ACJ 1401, National Insurance Company Limited vs. Maruthi and Others reported in 2012 ACJ 1408, Jugal Kishore and Others vs. Ramlesh Devi and Others reported in 2004 ACJ 297, Narendra Singh and Another vs. Govind and Another reported in 2009 ACJ 2656, Hakka and Another vs. Pappu and Others reported in 2014 ACJ 242, National Insurance Company Limited vs. Brijlata and Others reported in 2009 ACJ 791, United India Insurance Company Limited vs. Ramesh and Others reported in 2015 ACJ 2624, Vijay Singh vs. Rukmabai and Others reported in 2013 ACJ 2362, United India Insurance Company Limited vs. G. Parthiban and Another reported in 2017 ACJ 306.*** It is also urged that even if it is found that there is breach of terms and conditions of Insurance Company policy then principle of pay and recover can be applied (**Jugal Kishore (supra)**).

(11) It is also urged that cross-objection filed by the respondents/claimants are maintainable and they are not time

barred. Further, even if it is found that cross-objections are not maintainable, then, this Court can enhance compensation. In this connection, learned counsel for the respondents has relied upon ***G. Parthiban (supra)***.

(12) I have heard learned counsel for the parties and perused the record of the case.

Cross-Objections:-

(13) Learned counsel for the appellant/Insurance Company has submitted that cross-objections filed by the respondents/claimants are time barred. A perusal of record of case file reveals that respondents/claimants have filed objections on 01.11.2011. It is evident from the record of the case that claimants/respondents have been served in between 30.10.2007 to 29.07.2009, though exact date of service is not clear. But, still then, cross-objections filed by the respondents are clearly time barred. Hence, they cannot be taken into consideration.

(14) Learned counsel for the respondents/claimants relying upon the case of **Branch Managar, United India Insurance Company Limited vs. G. Parthiban reported in 2017 ACJ 306 (Madras)** submits that, even if there are no cross-objection on appeal by the claimants, still then, appellate Court is empowered to enhance the amount of compensation. In this court's considered opinion, in absence of any appeal/cross-objection by the claimants, compensation cannot be enhanced. Hence, submission of learned counsel for the respondents is negated.

Liability of Insurance Company:-

(15) From perusal of impugned award, testimony of (PW/1) Smt.

Sevantabai and (PW/2) Rajaram and Chargesheet Ex.P/1, FIR Ex.P/2, it is clearly established that at the time of accident, deceased was sitting in the trolley and in trolley sand was being transported for construction of Well in the field of owner of tractor/trolley. Hence, in view of law laid down in the case of **Narendra Singh vs. Govind reported in 2006 ACJ 2656 (DB) (MP)**, it can be safely concluded that tractor/trolley was being used for agricultural purposes at the time of accident and it cannot be said that it was being used for commercial purposes. It is also apparent from above that deceased was traveling in the trolley as loader of sand.

(16) So far as seating capacity of tractor/trolley is concerned, from deposition of Shersingh (DW/1) and R.N. Agrawal (DW/2) and registration certificate of tractor/trolley Ex.D1/C, Ex.D2/C and Insurance Policy Ex.D/3, it is clear that seating capacity of tractor/trolley is nil. Hence, non production of schedule attached with the policy is immaterial.

(17) A perusal of depositions of DW/1 and DW/2 (Shersingh and R.N. Agrawal) and Insurance Policy Ex.D/3 reveal that in Ex.D/3's Insurance policy, no premium has been paid for any passenger traveling in tractor/trolley. As per Ex.D/3's Insurance Policy, premium has been paid for own damage as well as for third party and Ex.D/3's policy is "farmers package insurance policy". Thus, as per Ex.D/3's Insurance Policy, no premium has been paid for any passenger or employee or representative etc.

(18) Now question arises as to whether in view of above factual position, Insurance Company is liable to pay the compensation.

(19) Learned counsel for the respondents, after relying upon the judgments in the case of *National Insurance Company Limited Vs. Sarvanlal and others reported in 2005 ACJ 1401(MP)(DB)*, *National Insurance Company Limited Vs. Maruthi and others reported in 2012 ACJ 1408(Kar)*, *Jugal Kishore and others Vs. Ramlesh Devi and others reported in 2004 ACJ 297 (MP)(FB)*, *Narendra Singh and another Vs. Govind and another reported in 2006 ACJ 2656 (MPDB)*, *Hakka and another Vs. Pappu and others reported in 2014 ACJ 242 (MP)*, *National Insurance Company Limited Vs. Brijlata and others reported in 2009 ACJ 791 (MP)(DB)* and *United India Insurance Company Limited Vs. Ramesh and others reported in 2015 ACJ 2624 (Allahabad)* submits that appellant/Insurance Company is liable to pay compensation and if it is held that Insurance Company is not liable to pay compensation, then, principle of pay and recover may be applied.

(20) On the contrary, learned counsel for the appellant, after relying on *National Insurance Company Limited Vs. Ramkalibai and others M.A.No.3531/2008 decided on 11.01.2011*, *Bablu @ Netram @Netraj Vs. Abhilasha reported in 2016 (1) MPLJ 45*, *Oriental Insurance Company Limited Vs. Brij Mohan and others (2007) 7 SCC 56*, *New India Assurance Company Limited Vs. Vedwati and others reported in 2007 ACJ 1043*, *Oriental Insurance Company Limited Vs. Richhabai and others reported in MACD 2012 (3) (MP) 1650*, *Ramdheen Sahu and another Vs. Thanuram and another reported in MACD 2012 (3)(Chhattis.) 1652*, *Mithlesh Vs. Brijendra Singh Baghel and others reported*

in 2007 (1) MPLJ 315 and Bhav Singh Vs. Savirani and others reported in 2008 (1) MPLJ 72, submits that in factual situation of the case, Insurance Company is not liable to pay compensation.

(21) With respect to nature of controversy between the parties, it would be appropriate to refer and quote paras 2, 5 to 12 of the judgment in the case of **Bhav Singh (Supra)**:-

"2. When the appeal was heard by the Division Bench, a Full Bench decision of this Court in Jugal Kishore and Anr. v. Ramlesh Devi and Ors. 2003 (4) MPLJ 546 was cited by learned Counsel for the appellant before the Division Bench to contend that a policy of insurance satisfying the requirements of [Section 147](#) of the Motor Vehicles Act, 1988 (for short 'the Act') would cover liability of the insurer to any passenger of the tractor-trolley who may be a 'third party' within the meaning of the expression as used in [Section 145\(a\)](#) of the Act. Learned Counsel for the appellant also cited before the Division Bench a decision of a Division Bench of this Court in National Insurance Co. Ltd. v. Sarvanlal and Ors. 2004 (4) MPHT 404 (DB) in which the Division Bench after citing paragraphs 17 and 18 of the judgment of the Full Bench of this Court in Jugal Kishore (supra) held that the insurer is liable to indemnify for the death of the deceased as a passenger was a third party within the meaning of [Section 145\(g\)](#) of the Act. The Division Bench, in the present appeal, passed an order dated 16.2.2007 saying that the law laid down in case of Jugal Kishore (supra) specially in paragraphs 17 and 18 thereof and the law laid down in the case of Sarvanlal (supra), which states that the expression 'third party' would cover a passenger, requires re-consideration by an appropriate larger Bench.

5. We find on a perusal of the decision of the Full Bench in Jugal Kishore(supra) and particularly paragraphs 17 and 18 of the judgment that the Full Bench has taken a view that the expression 'third party' would mean a party other than the contracting parties to the insurance policy and would include everyone, be it a person traveling in another vehicle, one walking on the road or a passenger in the vehicle itself which is the subject matter of the insurance policy. In a Full Bench judgment delivered by us in Smt. Sunita Lokhande and Ors. v. The New India Assurance Co. Limited and Ors. I.L.R. (2007) M.P. 1145, we have quoted paragraph 17 of the judgment of the Full Bench in Jugal Kishore (supra) to hold that the insured who is a party to the insurance is not a third party for the

purpose of Chapter XI of the Act, particularly Section 147 thereof. Thus, any person other than the insurer and the insured who are parties to the insurance policy is a 'third party'. The insurer, however, would not be liable for any bodily injury or death of a third party in an accident unless the liability is fastened on the insurer under the provisions of Section 147 of the Act or under the terms and conditions of the policy of insurance. Hence, the mere fact that a passenger is a third party would not fasten liability on the insurer unless such liability arises under Section 147 of the Act or under the terms and conditions of the insurance policy.

6. This will be clear from the judgment of the Supreme Court in Pushpabai Purshottam Udeshi v. Ranjit Ginning and Pressing Co. 1977 ACJ 343 (SC) in which the provisions of Section 95(a) and 95(b)(i) of the Motor Vehicles Act, 1939 were considered and it was held by the Supreme Court that the plea that the words 'third party' are wide enough to cover all persons except the insured and the insurer is negatived as the insurance cover is not available to the passengers as would be clear from the provisions of Section 95 of the Motor Vehicles Act, 1939. Paragraphs 21 and 22 of the judgment of the Supreme Court in Pushpabai Purshottam Udeshi (supra) are quoted herein below:

21. Section 95(a) and 95(b)(i) of the Motor Vehicles Act adopted the provisions of the English Road Traffic Act, 1960 and excluded the liability of the insurance company regarding the risk to the passengers. Section 95 provides that a policy of insurance must be a policy which insures the persons against any liability which may be incurred by him in respect of death or bodily injury to any person or damage to any property of a third party caused by or arising out of the use of the vehicle in a public place. The plea that the words "third party" are wide enough to cover all persons except the person and the insurer is negatived as the insurance cover is not available to the passengers is made clear by the proviso to sub-section which provides that a policy shall not be required:

except where the vehicle is a vehicle in which passengers are carried for hire or reward or by a reason of or in pursuance of a contract of employment, to cover liability in respect of the death of or bodily injury to persons being carried in or upon or entering or mounting or alighting from the vehicle at the time of the occurrence of the event out of which a claim arises.

22. Therefore, it is not required that a policy of insurance should cover risk to the passengers who are not carried for hire or reward. As under Section 95 the risk to a passenger in a vehicle who is not carried for hire or reward is not required to

be insured the plea of the counsel for the insurance company will have to be accepted and the insurance company held not liable under the requirements of the Motor Vehicles Act.

7. We are thus of the opinion that the observations of the Full Bench in Jugal Kishore (supra) with regard to the meaning of 'third party' in Chapter-XI of the Act has to be understood in the manner in which we have explained above.

8. Similarly, an employee is a third party inasmuch as he is not a party to the insurance policy. But merely because an employee is a third party, the insurance company would not be liable to compensate in case such employee suffers bodily injury or dies in an accident in which the motor vehicle is involved unless Section 147 of the Act fixes such liability on the insured or unless the terms and conditions of the contract of insurance fixes liability on the insurer. Section 147(1)(b) of the Act provides that in order to comply with the requirements of Chapter XI of the Act, a policy of insurance must be a policy which insures the person or classes of persons specified in the policy to the extent specified in Sub-section (2) against the liabilities mentioned in Clauses (i) and (ii) thereunder. The Proviso to Sub-section (1) of Section 147 of the Act, however, states that a policy shall not be required to cover liability other than the liability arising under the Workmen's Compensation Act, 1923 in respect of the death of, or bodily injury to any of the three categories of employees mentioned in Sub-clauses (a), (b) and (c) of Clause (i) of the proviso to Sub-section (1) of Section 147 of the Act. Hence, even if an employee is a passenger or a person traveling in a motor vehicle which is insured as per the requirements of Sub-section (1) of Section 147 of the Act, the insurer will not be liable to cover any liability in respect of death or bodily injury of such employee unless such employee falls in one of the categories mentioned in Sub-clauses (a), (b) and (c) of Clause (i) of the Proviso to Sub-section (1) of Section 147 of the Act and further in cases where such employees fall under categories mentioned in Sub-clauses (a), (b) and (c) of Clause (i) of the Proviso to Sub-section (1) of Section 147 of the Act, the insurer is liable only for the liability under the Workmen's Compensation Act, 1923.

9. This position of law has been clarified by Supreme Court in National Insurance Co. Limited v. Prembai Patel. The relevant portion of the judgment of the Supreme Court in Prembai Patel (supra) from paragraph 12 of the judgment as reported in the AIR is extracted below:

“Clause (b) of Sub-section (1) of Section 147 provides that a policy of insurance must be a policy which insures the person or classes of persons specified in the policy to the extent specified in Sub-section (2) against any liability which may be incurred by him in respect of death of, or bodily injury to any person or passenger or damage to any property of a third party caused by or arising out of the use of the vehicle in public place. Sub-clauses (i) and (ii) of Clause (b) are comprehensive in the sense that they cover both 'any person' or 'passenger'. An employee of owner of the vehicle like a driver or a conductor may also come within the purview of the words 'any person' occurring in Sub-clause (i). However, the proviso (i) to Clause (b) of Sub-section (1) of Section 147 says that a policy shall not be required to cover liability in respect of death, arising out of and in the course of his employment, of the employee of a person insured by the policy or in respect of bodily injury sustained by such an employee arising out of and in the course of his employment other than a liability arising under the Workmen's Act if the employee is such as described in Sub-clauses (a) or (b) or (c). The effect of this proviso is that if an insurance policy covers the liability under the Workmen's Act in respect of death of or bodily injury to any such employee as is described in Sub-clauses (a) or (b) or (c) of proviso (i) to Section 147(1)(b), it will be a valid policy and would comply with the requirements of Chapter XI of the Act”.

10. Sub-section (5) of Section 147 of the Act, however, provides that notwithstanding anything contained in any law for the time being in force, an insurer issuing a policy of insurance under the Act shall be liable to indemnify a person or classes of persons specified in the policy in respect of any liability which the policy purports to cover in the case of that person or classes of persons. Thus, if the policy of insurance covers any liability in addition to the liability under Section 147(1) of the Act, the insurer will be liable to indemnify the insured in case of any liability not because of the provisions of Sub-section (1) of Section 147 but because of the terms and conditions of contract of insurance between the insurer and the insured. Therefore, if the contract of insurance provides for a liability to a passenger or to an employee other than the liabilities provided under Sub-section (1) of Section 147 of the Act, the insurer would be liable to indemnify the insured against such liability.

11. This position of law has been stated by us in our judgment in Smt. Sunita Lokhande and Ors. v. The New India Assurance Co.

Limited and Ors. (supra). Paragraph 12 of our judgment in Smt. Sunita Lokhande and others (supra) is quoted herein below:

“12. This is not to say that the owner of the vehicle would not be entitled to any loss suffered in an accident from the insurer. All that we have held is that a policy only satisfying the requirements of [Section 147](#) of the Act does not cover such loss suffered by the owner of the vehicle. But Sub-section (5) of Section 147 of the Act makes it clear that a policy of insurance may contain terms and conditions under which the owner can claim loss suffered by him in the accident from the insurer notwithstanding anything contained in any law for the time being.”

12. Regarding the Division Bench judgment in Sarvanlal and Ors. (supra), we find that the Division Bench has relied on not only the judgment of the Full Bench in Jugal Kishore (supra) but also Clause (vii) of Rule 97 of the Motor Vehicles Rules, 1994 (for short 'the Rules of 1994') made by the State of M.P. So far as the judgment of the Full Bench in Jugal Kishore (supra) is concerned, we have already clarified the position of law. Regarding Clause (7) of Rule 97 of the Rules of 1994, we find that the Rules of 1994 have been made by the State of M.P. under Section 96 of the Act and in particular Sub-section (2)(xxxi) which provides that without prejudice to the generality of the foregoing power, rules under Section 96 may be made with respect to the carriage of persons other than the driver in goods carriages. Section 96 is placed in Chapter-V of the Act which relates to 'Control of Transport Vehicles'. Sub-section (1) of Section 96 of the Act states that the State Government may make rules for the purpose of carrying into effect the provisions of Chapter-V. Hence, Rule 97 of the Rules of 1994 has been made by the State Government to give effect to the provisions of Chapter-V of the Act, which, as we have seen, relates to 'control of transport vehicles'. These rules obviously cannot have a bearing in interpreting the provisions of Chapter-XI of the Act including Sections 145 and 147 of the Act. As we have indicated above, the liability of the insurer to indemnify the insured in respect of death or bodily injury suffered by a passenger or an employee would be covered by the provisions of Section 147 of the Act or the terms and conditions of the insurance policy. Thus, the decision of the Division Bench in Sarwan Lal (supra) in so far as it relies on Rule 97 of the Rules of 1994 to hold the insurer liable for death or bodily injury suffered by the passenger does not lay down the correct law.....”

(21) Thus, Full Bench of this Court in *Bhav Singh Vs. Savirani and others reported in 2008 (1) MPLJ 72* has stated therein that the case of Sarvanlal and others (Supra) does not lay down the correct law and Full Bench decision in Jugal Kishore and another (Supra) has also been clarified by another Full Bench in Bhav Singh (Supra). Hence, in view of law laid down by Full Bench in Bhav Singh (Supra), principles of law laid down in Sarvanlal and others (Supra) and Jugal Kishore and another (Supra) do not help respondents/claimants in any way and on the basis of Sarvanlal and Jugal Kishore (*supra*), it cannot be said that in the factual situation of the present case, appellant/Insurance Company is liable to pay compensation. In the facts and circumstances of the instant case, law laid down by full bench in *Bhav Singh (supra)*, clearly applies. Hence, in the facts and circumstances of the case, insurance company is not liable to pay the compensation.

(22) In view of Full Bench decision in Bhav Singh (Supra), other decisions referred and relied upon by the respondents/claimants do not help respondents/claimants in any way. Further in view of law laid down by Full Bench in Bhav Singh(Supra), in this Court's considered opinion, principle of pay and recover can also not be applied in the instant case.

(23) Hence, in view of discussion in the foregoing paras, cross objections filed by the respondents/claimants are dismissed as time barred and appeal filed by Insurance Company is allowed and Insurance Company is exonerated from liability to pay compensation as adjudged and awarded by impugned award.

(24) In view of above, impugned award stands modified to the extent as indicated above. If appellant/Insurance Company has already paid the compensation, then, it will be entitled to recover the said amount from original respondent no.1-Rajesh and respondent no.2-Shobhansingh, respectively, driver and owner of offending vehicle.

(25) With the aforesaid, appeal stands disposed of accordingly.

(26) Certified copy, as per Rules.

(ACHAL KUMAR PALIWAL)
JUDGE

Arun/-