

WORKSHOP PAPER.

Subject : Law of Injunction :

(i) Mandatory Injunction &

(ii) Perpetual injunction.

INTRODUCTION

(1) Under Indian Legal System, the law relating to injunction has been provided in the Specific Relief Act, 1963. An injunction is a judicial process whereby a party is ordered to refrain from doing or to do a particular act or thing. In the former case, it is called restrictive injunction, in the later a mandatory injunction. The law relating to injunctions is contained in sections 36 to 42 of the Specific Relief Act and in order XXXIX Rules 1 to 5 of the Code of Civil Procedure.

Meaning and scope of injunctions

(2) An injunction is a court order requiring a person to do or cease doing a specific action.

(3) Injunctive relief is a discretionary power of the court and failure to comply with an injunction may result in contempt of court.

(4) An injunction is a specific order of the Court

forbidding the commission of a wrong threatened or the continuance of a wrongful course of action already begun. An injunction will not be granted where there is an adequate remedy in damages.

Classification of Injunctions

(5) Injunction is categorized in two form i.e. Permanent Injunction and Temporary Injunction.

Perpetual Injunction

(6) A perpetual injunction can only be granted by the decree made at the hearing and upon the merits of the suit; the defendant is thereby perpetually enjoined from the assertion of a right, or from the commission of an act, which would be contrary to the rights of the plaintiff.

(7) An injunction is a judicial process whereby a party is ordered to refrain from doing or to do a particular Act or thing. In the former case it is called a restrictive injunction and in the later a mandatory injunction. Injunctions are either interlocutory or perpetual. Interlocutory or temporary injunctions are such as are to continue until the hearing of the cause upon the merits or generally until further orders. Thus a temporary injunction ends with the suit or earlier when the order so directs. Perpetual injunctions are such as form part of the decree made at the hearing upon the merits. Injunction if granted

being ineffectual and of no use to party concerned, then such injunction should not be granted by the court.

(8) The effect and object an ad interim injunction is merely to keep matters in status quo until the final disposal of the suit. The court interferes on the assumption that a party who seeks its interference has a legal right which he asserts, but needs the aid of the Court for the protection of the property in question until legal right can be ascertained.

(9) Form No. 8 of schedule I appendix F of the Civil Procedure Code sets forth how an injunction order is to be passed. Such an order injuncts the respondents, his servants, workman or relations from infringing the injunction order. If this form is not adhered to and only respondent is injuncted third parties who infringed the order cannot be proceeded against under Order 39 of the Civil Procedure Code.

(10) As per the provision of Section 9-A of the Civil Procedure Code, where at the hearing of application relating to interim relief in a suit, objection to jurisdiction is taken, then it is mandatory for the court to decide such issue as preliminary issue. The said provision provides that if at the hearing of the application for granting or setting aside an order granting any interim relief, whether by way of stay, injunction, appointment of receiver or otherwise made in any suit, an objection to the jurisdiction of the Court to entertain such a suit is taken by any of the parties

to the suit, the Court shall proceed to determine at the hearing of such application the issue as to the jurisdiction as preliminary issue before granting or setting aside the order granting the interim relief. Any such application shall be heard and disposed off by the Court as expeditiously as possible and shall not in any case be adjourned to the hearing of the suit. However, sub section (2) of section 9-A of the said Code provided that at the hearing of application objecting jurisdiction of the Court, the Court may grant such interim relief as it may consider necessary pending determination by it of the preliminary issue as to the jurisdiction.

Section 38 : Perpetual injunction when granted :

(11) A perpetual injunction can only be granted by the decree made at the hearing and upon the merits of the suit. The defendant is thereby perpetually restrained from the assertion of a right, or from the commission of an act, which would be contrary to the rights of the plaintiff. Sub Section (3) specifically lays down the circumstances under which a perpetual injunction can be granted by the court. When the defendant invades or threatens to invade the plaintiff's right to, or enjoyment of property the court may grant perpetual injunction in the following cases, namely -

- (a) Where the defendant is trustee of the property for the plaintiff;

- (b) Where there exists no standard for ascertaining the actual damage caused or likely to be caused by the invasion;
- (c) Where the invasion is such that compensation in money would not afford adequate relief; and
- (d) Where the injunction is necessary to prevent a multiplicity of judicial proceedings.

Distinction between interlocutory and perpetual injunction

(12) As regards the time of their operation injunctions are either temporary or perpetual. As mentioned earlier a temporary injunction is provisional in its nature, continuing until a specific time or until the further order of the Court and does not conclude a right. Its object is to maintain things in status quo until the questions at issue are decided by the Court. It may be granted at any stage of the suit and to obtain it the plaintiff has only to make out a prima facie case. A perpetual, on the other hand can only be granted by a decree made at the hearing and upon merits of the suit. Its object is to see that the defendant is perpetually enjoying from the assertion of a right or from the commission of an act which would be contrary to the rights of the plaintiff as finally established before the Court. It is a decree which concludes right.

(13) When plaintiff applies for an injunction to restrain violation of an alleged right, if the existence of the

right be disputed, he must establish that right before he gets the injunction to prevent the recurrence of its violation. A suit for perpetual injunction is not to be dismissed per-se for absence of prayer of declaration of title, if the plaint discloses foundation of the title of the plaintiff. (Corporation of Bangalore City Vs. M. Papaiah, AIR 1989 Supreme Court 1809). Where the allegation is that the plaintiff is in possession and the suit is for an injunction against threatened eviction he is entitled to sue for mere injunction without adding prayer for declaration of his rights. Under section 34 of the Specific Relief Act a suit for mere declaration does not lie when the consequential relief e.g. injunction is available but under section 38 of the said Act the relief of injunction can be granted even if no declaratory relief implicit in the injunction is expressly prayed for. Proof of damage is not necessary for granting of an injunction in a case in which the parties to the contract for valuable consideration with their eyes open contract that a particular thing should not be done. When injury caused to plaintiff is actionable for say, damages could be presumed.

(14) Perpetual injunction may be granted to the plaintiff when the defendant invaded or threatened to invade the plaintiff's right to or enjoyment of property where the invasion is such that compensation in money would not afford adequate relief and injunction is necessary to prevent multiplicity of judicial proceeding.

Disobedience to injunction

(15) Order 21 Rule 32 of Civil Procedure Code provides for the enforcement of the decree by commitment of a person disobeying to the civil prison or by attachment of property.

Mandatory injunction

(16) In relatively rare cases, the court may issue a "mandatory injunction", compelling a person, company, or governmental unit take affirmative action to do something. It is not infrequent that a covenantor or his successor acts in breach of the terms of the terms of a covenant which binds him not to do something. The coventee then seeks a mandatory injunction requiring the covenantor to undo what has already been done, so far as that is possible, perhaps requiring him to destroy what has already been constructed. It is because the mandatory injunction is such a draconian remedy that the courts have often sought the smallest excuse for refusing it. This reluctance is particularly evident if the application is interlocutory because at the end of the suit, it is as well possible that the allegations against the defendant are proved false; then the previous interlocutory decree did injustice to his right to enjoyment of some property or benefits of a business. Injunctions historically are issued, only "when the remedy at law is inadequate.

Mandatory injunctions when granted

(17) To prevent the breach of an obligation, necessity to compel the performance of certain acts. The Court is capable of enforcing, it is a discretionary relief.

(18) A mandatory injunction may be defined as one which commands the doing of some positive act by the defendant, some times changing the status of the party. A mandatory injunction forbids the defendant to permit the continuance of an wrongful state of things that already exists at the time when the injunction is issued. The purpose of mandatory injunction is thus to restore a wrongful state of things to their former rightful order. The relief of interlocutory mandatory injunctions is thus granted generally to preserve or restore the status quo of the last non-contested status which preceded the pending controversy until the final hearing when full relief may be granted or to compel the undoing of those acts that have been illegally done or the restoration of that which was wrongfully taken from the party complaining. But since the granting of such an injunction to a party who fails or would fail to establish his right at the trial may cause great injustice or irreparable harm to the party against whom it was granted or alternatively not granting of it to a party who succeeds or would succeed may equally cause great injustice or irreparable harm.

(19) A mandatory injunction forbids the defendant to

permit the continuance of a wrongful state of things that already exists at the time when the injunction is issued. The purpose of mandatory injunction is thus to restore a wrongful state of things to their former rightful order. Injunction is a specific order of the Court forbidding the commission of a wrong threatened or the continuance of a wrongful course of action which had already begun. Its primary purpose is preserving matters in status quo. It never assumes finality to dispose of the rights. Maintenance of status quo in a premises means not making any physical change.

(20) In the matter of granting relief of mandatory injunction, the grant of relief is to be judged not on the footing alone that the action of the party sued against is lawful but on other considerations namely whether the plaintiff could be adequately compensated or whether the grant of injunction was necessary to do justice or not.

(21) The relief of interlocutory mandatory injunctions are thus granted generally to preserve or restore the status quo of the last non-contested status which preceded the pending controversy until the final hearing when full relief may be granted or to compel the undoing of those acts that have been illegally done or the restoration of that which was wrongfully taken from the party complaining. But since the granting of such an injunction to a party who fails or would fail to establish his right at the trial may cause great injustice or irreparable harm to the party against whom it

was granted or alternatively not granting of it to a party who succeeds or would succeed may equally cause great injustice or irreparable harm Courts have evolved certain guidelines. Generally stated these guidelines are :

(1) The plaintiff has a strong case for trial. That is, it shall be of a higher standard than a prima facie case that is normally required for a prohibitory injunction.

(2) It is necessary to prevent irreparable or serious injury which normally cannot be compensated in terms of money.

(3) The balance of convenience is in favour of the one seeking such relief.

(22) To get a mandatory injunction, whether permanent or temporary plaintiff should be specific that there was breach of obligation and certain acts are necessary to restore the status-quo.

(23) When defendant ignores pending proceedings and presses on with building operations, he takes the risk of having the building pulled down. There can be no mandatory injunction against trespasser compelling he to

come on the land on which he had trespass and to remove an encroachment made by him thereon, but the trespasser may be allowed to remove the materials of the building which he has built over the land of another.

(24) The plaintiff in a suit for perpetual injunction u/s 38 or mandatory injunction u/s 39 of the Specific Relief Act may claim damages either in addition to or in substitution for, such injunction and the court may if it thinks fit award such damages. But no relief for damages shall be granted unless the plaintiff has claimed such relief in his plaint. Since the plaintiff can be adequately compensated in terms of money if there was breach of obligation on part of defendant therefore plaintiff cannot become entitled to interim mandatory injunction. Mandatory injunction could be granted only if a party is feared to suffer grave injustice but if party is itself not bonafide and is found to be engage in malafide practice, it cannot be granted a mandatory injunction. If due to non granting of mandatory injunction a party is supposed to suffer a lot, a temporary mandatory injunction can well be granted.

(25) Article 135 of the Limitation Act, 1963 provides that a decree granting mandatory injunction shall have to be executed within three years from the date of decree or where a date is fixed for performance, from such date. However, it is clear that proviso attached to Article 136 is self-explanatory to the effect that for the enforcement of execution of a decree granting perpetual injunction shall

not be subject to any period of limitation [M.A.Raja Vs. Vedhantham Pillai, 2000 (2) CTC 199, Madras High Court].

Section 40 : Damages in lieu of, or in addition to injunction -

(26) The plaintiff may claim damages under section 38, or under section 39. The plaintiff shall claim damages in his plaint: plaint can be amended at any stage of the suit. The dismissal of a suit is bar to claim damages.

Section 41 of Specific Relief Act

Injunction when refused

(27) **An injunction cannot be granted -**

(a) to stay a judicial proceeding pending at the institution of the suit in which the injunction is sought, unless such restraint is necessary to prevent a multiplicity of proceedings;

(b) to stay proceedings in a Court not subordinate to that from which the injunction is sought;

(c) to restrain persons from applying to any legislative body;

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(d) to interfere with the public duties of any department or the Central Government or any State Government, or with the sovereign acts of a foreign Government;

(e) to stay proceedings in any criminal matter;

(f) to prevent the breach of a contract the performance of which would not be specifically enforced;

(g) to prevent, on the ground of nuisance, an act of which it is not reasonably clear that it will be a nuisance;

(h) to prevent a continuing breach in which the applicant has acquiesced;

(i) when equally efficacious relief can certainly be obtained by any other usual mode of proceeding, except in case of breach of trust;

(j) when the conduct of the applicant or his agents has been such as to dis-entitle him to be assistance of the Court.

(k) where the applicant has no personal interest in the matter.

CONCLUSION:

(28) To sum up, injunction means 'It is an order of Court by which an individual is required to perform, or is restrained from performing, a particular act. It is judicial process. The courts exercise their power to issue injunctions judiciously, and only when necessity exists. An injunction is generally issued only in cases where irreparable injury to the rights of an individual would result otherwise. It should be readily apparent to the court that some act has been performed, or is threatened, that will cause irreparable injury to the party seeking the injunction. An injury is generally considered irreparable when it cannot be adequately compensated by an award of damages. The pecuniary damage that would be incurred from the threatened action need not be great, however. If a loss can be calculated in terms of money, there is no irreparable injury. The consequent refusal by a court to grant an injunction is, therefore, proper. Injunctive relief is not a matter of right, but its denial is within the discretion of the court. Whether or not an injunction will be granted varies with the facts of each case.

Submitted with respect

SANGLI.
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(D.G.DHAMAL)
Head of the Core Group (Civil),
DJ-1 and Addl. Sessions Judge, Sangli.

IMPORTANT CITATIONS & GUIDELINES OF HON'BLE APEX COURT AND HON'BLE BOMBAY HIGH COURT

(1) In **AIR 1989 Bom 247** (Baban Narayan Landge V/s Mahadu Bhikaji Tonchar and others), it is observed that :

“Civil Court can issue at an interlocutory stage a mandatory injunction so as to restore the status quo anterior to the date of institution of a suit.”

(2) In **AIR 1990 SUPREME COURT 867** (Dorab Cawasji Warden v/s. Coomi Sorab Warden) the Hon'ble Apex Court has given guidelines for grant of mandatory injunction which are as follows :

“Though the Courts have the power to grant interim injunction, such power ought not to be exercised as a matter of course. Interim mandatory injunctions may be granted generally to preserve or restore the status quo of the last non-contested status which preceded the pending controversy until the final hearing when full relief may be granted or to compel the undoing of those acts which have been illegally done or the restoration of that which was wrongfully taken by the party complaining”.

(3) In Kishore Kumar Khaitan & Anr vs Praveen Kumar Singh on 13 February, 2006 **Case No. Appeal (Civil) 1101 of 2006** in which it was held that :-

“An interim mandatory injunction is not a remedy that is easily granted. It is an order that is passed only in circumstances which are clear and the prima facie materials clearly justify a

finding that the status quo has been altered by one of the parties to the litigation and the interests of justice demanded that the status quo ante be restored by way of an interim mandatory injunction. Thus, prima facie, we find that the tenancy claimed by the plaintiff remains to be proved in the suit. For the present, we should say that prima facie, the plaintiff has not been able to establish the foundation for the possession claimed by him. It is significant to note that not even another tenant of the building among the various tenants in the building, was examined to establish that the plaintiff while in possession, had been dispossessed on 20.6.1998 as claimed by him. Any way, the Additional District Judge has not referred to any such evidence except referring to the affidavit of Shivanand Mishra, who even according to the plaintiff was no more in occupation. Thus, the disturbance of the status quo by the defendants has not been established. Thus, prima facie it is clear that the plaintiff has not laid the foundation for the grant of an interim order of mandatory injunction in his favour. The order so passed by the Additional District Judge, and confirmed by the High Court, therefore, calls for interference in this appeal.”

(4) In Shrimant Chhatrapati Udyanraje Pratapsinhmaharaj Bhosale Vs. Shrimant Chhatrapati Vijaysinhraje Shahumaharaj Bhosale, reported in **2015(5) Mh.L.J. 350**, it is held that :

Ouster of jurisdiction of Civil Court-

Civil procedure Code S.9 - Jurisdiction of Civil Court- Jurisdiction of Civil Court is not ousted, unless entire suit, as brought, is barred. Mere fact that a portion of claim is excluded from jurisdiction of Civil Courts is not a bar to trial, particularly of remaining portion of same suit which is not so excluded.

(5) In Walchandnagar Industries Ltd. Mumbai Vs. Indraprastha Developers, Pune, reported in **2015(3) Mh.L.J. 786**, it is held that :

"Concept of "Lack of jurisdiction" - "Excess of jurisdiction" - Exercise of jurisdiction "illegally" or "with material irregularity".

(6) **AIR 1990 SC 8671**
(Dorab Cawasji Warden vs. Coomi Sorab Warden & ors.)

Guidelines :

1. The plaintiff has a strong case for trail. That is it shall be of a higher standard than a *prima-facie* case that is normally required for a prohibitory injunction.

2. It is necessary to prevent irreparable or serious injury which normally cannot be compensated in terms of money.

3. The balance of convenience is in favour of the one seeking such relief.

(7) In **Morgan Stanley Mutual Fund vs. Kartick Das**, reported in **(1994) 4 SCC 2251**, the Hon'ble Supreme Court has held that:

As a principle, ex-parte injunction could be granted only under exceptional

circumstances. The factors which should weight with the court in the grant of ex-parte injunctions are:-

a. whether irreparable or serious mischief will ensue to the plaintiff;

b. whether the refusal of ex-parte injunction would involve greater injustice than the grant of it would involve;

c. the court will also consider the time at which the plaintiff first had notice of the act complained so that the making of improper order against a party in his absence is prevented;

d. the court will consider whether the plaintiff had acquiesced for sometime and in such circumstances it will not grant ex-parte injunction:

e. the court would expect a party applying for *ex-parte* injunction;

f. even if granted the *ex-parte* injunction would be for a limited period of time;

g. general principles like *prima-facie* case, balance of convenience and irreparable loss would also be considered by the court.

(8) In Mahadev Savlaram Shelke vs. Pune Municipal Corporation reported in **(1995) 3 SCC 33**, Hon'ble Apex Court has cautioned the courts while granting *ex-parte* ad-interim injunctions in following manner :

1. **Rule 3.** Notice to defendant is a rule, *ex-parte* injunction is an exception.
2. when *ex-parte* injunction is granted, compliance of **Rule 3** is must.
3. Application must be disposed off within 30 days - **Rule 3A**.
4. If the order requires any modification, cancellation, variance the same should be done at the earliest opportunity to save the defendant from undue hardship. **Rule 4**.
5. **Rule-7.** Powers of detention, preservation, inspection of the subject matter of the suit should be exercised cautiously by passing the reasoned order.
6. Bond of compensation can be taken from the plaintiff in the case of granting the temporary injunction if the injunction is found to be taken on the grounds which were not genuine, specially in respect of public project.

(9) In **Anathula Sudhakar vs. P. Buchi Reddy** reported in **AIR 2008 SC 2033**, while considering prohibitory injunction relating to immovable property, the Hon'ble Apex Court has given following guidelines :

"17. To summarize, the position in regard to suits for prohibitory injunction relating to immovable property, is as under :

(a) Where a cloud is raised over plaintiff's title and he does not have possession, a suit for declaration and possession, with or without

a consequential injunction, is the remedy. Where the plaintiff's title is not in dispute or under a cloud, but he is out of possession, he has to sue for possession with a consequential injunction. Where there is merely an interference with plaintiff's lawful possession or threat of dispossession, it is sufficient to sue for an injunction simpliciter.

(b) **As a suit for injunction simpliciter is concerned only with possession**, normally the issue of title will not be directly and substantially in issue. **The prayer for injunction will be decided with reference to the finding on possession.** But in cases where **de-jure** possession has to be established on the basis of title to the property, as in the case of vacant sites, the issue of title may directly and substantially arise for consideration, as without a finding thereon, it will not be possible to decide the issue of possession.

(c) But a finding on title cannot be recorded in a suit for injunction, unless there are necessary pleadings and appropriate issue regarding title [either specific, or implied as noticed in Annaimuthu Thevar (supra)]. Where the averments regarding title are absent in a plaint and where there is no issue relating to title, the court will not investigate or examine or render a finding on a question of title, in a suit for injunction. Even where there are necessary pleadings and issue, if the matter involves complicated questions of fact and law relating to title, the court will relegate the parties to the remedy by way of comprehensive suit for declaration of title, instead of deciding the issue in a suit for mere injunction.

(d) Where there are necessary pleadings regarding title, and appropriate issue relating to title on which parties lead evidence, if the matter involved is simple and straight-forward, the court may decide upon the issue

regarding title, even in a suit for injunction. But such cases, are the exception to the normal rule that question of title will not be decided in suits for injunction. But persons having clear title and possession suing for injunction, should not be driven to the costlier and more cumbersome remedy of a suit for declaration, merely because some meddler vexatiously or wrongfully makes a claim or tries to encroach upon his property. The court should use its discretion carefully to identify cases where it will inquire into title and cases where it will refer to plaintiff to a more comprehensive declaratory suit, depending upon the facts of the case."

(10) In Rame Gowda vs. M. Varadappa Naidu reported in (2004) 1 SCC 769 , it is observed that :

"An occupant in settled possession, is entitled to protect the same and he cannot be dispossessed without recourse to law."

It further held that "settled possession" means:-

(i) that the trespasser must be in actual physical possession of the property over a sufficiently long period;

(ii) that the possession must be to the knowledge (either express or implied) of the owner or without any attempt at concealment by the trespasser and which contains an element of *animus possidendi*. The nature of possession of the trespasser would, however, be a matter to be decided on the facts and circumstances of each case;

(iii) the process of dispossession of the true owner by the trespasser must be

complete and final and must be acquiesced to by the true owner; and

(iv) that one of the usual tests to determine the quality of settled possession, in case of culturable land, would be whether or not the trespasser, after having taken possession, had grown any crop. If the crop had been grown by the trespasser, then even the true owner, has no right to destroy the crop grown by the trespasser and take forcible possession.

(11) The Hon'ble Supreme Court in the case of Maria Margarida Sequeria Fernandes Vs. Erasmo Jack De Sequeria (dead) through LRs., **AIR 2012 Supreme Court 1727**, in para No.86 and 87, observed as follows:

“86. Grant or refusal of an injunction in a civil suit is the most important stage in the civil trial. Due care, caution, diligence and direction must be bestowed by the judicial officers and judges while granting or refusing injunction. In most cases, the fate of the case is decided by grant or refusal of an injunction. Experience has shown that once an injunction is granted, getting it vacated would become a nightmare for the Defendant. In order to grant or refuse injunction, the judicial officer or the judge must carefully examine the entire pleadings and documents with utmost care and seriousness.

87. The safe and better course is to give short notice on injunction application and pass an appropriate order after hearing both the sides. In case of grave urgency, if it becomes imperative to grant an ex-parte ad interim injunction, it should be granted for a specified period, such as, for two weeks. In those cases, the plaintiff will have no inherent interest in delaying disposal of injunction

application after obtaining an ex-parte ad interim injunction. The Court, in order to avoid abuse of the process of law may also record in the injunction order that if the suit is eventually dismissed, the plaintiff undertakes to pay restitution, actual or realistic costs. While passing the order, the Court must take into consideration the pragmatic realities and pass proper order for mesne profits. The Court must take serious endeavour to ensure that even-handed justice is given to both the parties”.

The Hon'ble Supreme Court, in para No.80 in respect of mandatory injunction, observed as follows :-

“80. It is a settled principle of law tht, no one can take law in his own hands. Even a trespasser in settled possession cannot be dispossessed without recourse of law. It must be the endeavour of the Court that if a suit for mandatory inunction is filed, then it is its bounden duty and obligation to critically examine the pleadings and documents and pass an order of injunction while taking pragmatic realities including prevalent market rent of similar premises in similar localities in consideration. The Court's primary concern has to be to do substantial justice. Even if the Court in an extraordinary case decides to grant ex-parte and interim injunction in favour of the plaintiff who does not have a clear title, then at least the plaintiff be directed to give an undertaking that in case the suit is ultimately dismissed, then he would be required to pay market rent of the property from the date when an ad interim injunction was obtained by him. It is the duty and the obligation of the Court to at least dispose off application of grant of injunction as expeditiously as possible. It is the demand of equity and justice.”

OTHER IMPORTANT CITATIONS

- (12) **2015 (3) ALL MR 614**
(Shri.Suresh Kakodkar & another Vs. Shri.Vinayak Gopinath Naik Krmali through L.Rs. & another).
- (13) **2015(3) ALL MR 733**
(Tejas Natwarlal Parekh Vs. Deepak Natwarlal Parekh).'
- (14) **2015(4) ALL MR 899**
(Gulab Mahiboob Bagwan (D) through L.Rs. Vs. Damu Kashinath Bhosale).
- (15) **2015 (2) ALL MR 576**
(Shri.Mamaciano Fernades Vs. St.Anthony's Chapel & Another).
- (16) **2014 (6) Mh.L.J. 289**
(Bharat Petroleum Corporation Ltd.Vs. Videocon Properties Ltd.).
- (17) **2014 (3) Mh.L.J. 29**
(Lata Sunil Joshi Vs. State of Maharashtra and others).
- (18) **2011 (4) Mh.L.J.137**
(Pralhad Jagannath Jawale and others Vs. Sitabai Chander Nikam and others).
- (19) **AIR 2010 Supreme Court 1542**
(State Bank of Patiala Vs. Vinesh Kumar Bhasin)
- (20) **AIR 2009 S.C.(Supple.) 2364**
(Zenit Mata Plast Pvt. Ltd. Vs. The State of Maharashtra).
- (21) **AIR 2004 (1) Supreme Court 115**
(Shanti Kumar Panda Vs. Shakuntala Devi).
- (22) **AIR 1999 Supreme Court 3105**
(Colgate Palmolive (India) Vs. Hindustan Lever Limited).

- (23) **1995 (5) Supreme Court Cases 545**
(Gujarat Bottling Co. Ltd. Vs.
Coca Cola Company and others).
- (24) **(1994) 4 Supreme Court Cases 225**
(Morgan Stanley Mutual Fund Vs.
Kartik Das).
- (25) **1994 (5) Supreme Court Cases 547**
(Premji Ratansey Shah Vs. Union of India)
- (26) **AIR 1993 Supreme Court 276**
(Dalpat Kumar Vs. Pralhad Singh)
- (27) **AIR 1992 Bombay 23**
(Nanasaheb Vs. Dattu and others)
- (28) **AIR 1989 Bombay 247**
(Baban Narayan Landage Vs.
Mahadu Bhikaji Tonchar)
- (29) **AIR 1958 Supreme Court 79**
(Martin Burn Limited Vs. R.N.Banerjee)

Submitted with respects.

sd/-xxx

(D.G.DHAMAL)

SANGLI.

Head of the Core Group (Civil),
District Judge-1 and
Addl.Sessions Judge, Sangli.

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