

A SHREE RAM URBAN INFRASTRUCTURE LTD.
(FORMERLY KNOWN AS SHREE RAM MILLS LTD.)

v.

THE COURT RECEIVER, HIGH COURT OF BOMBAY
(Civil Appeal No.5528 of 2014)

B MAY 9, 2014

**[CHANDRAMAULI KR. PRASAD AND PINAKI
CHANDRA GHOSE, JJ.]**

C *Code of Civil Procedure, 1908 – Order XL, r.1(d) –*
Administering property – Court Receiver – Rights/authority of
– Suit filed on original side of High Court in respect of
immovable tenanted property – Respondent appointed as
Court Receiver – Notice issued to appellant to pay
D compensation and to vacate the suit premises – Appellant
challenged right and power of respondent to determine the
tenancy – Respondent instituted eviction suit against
appellant before the Court of Small Causes – Whether
E respondent did not obtain leave of the court in filing the
eviction suit and without such leave, the eviction suit was liable
to be dismissed – Held: Receiver is given full powers under
Order XL Rule 1(d) – On facts, the Receiver acted in the matter
as ought to have been done by the trustees to preserve the
estate – It cannot be said that the Receiver without leave of
F the court, could not have filed a suit – When authority has
been given to the Receiver to preserve the estate, it empowers
the Receiver, i.e., for preserving the estate, he has a right to
institute suit and, accordingly, in the present case, the
Receiver had the authority to institute a suit for preserving the
G estate – Plea that the suit was bad since the owners were the
trustees and were not made parties to the suit, not tenable –
The Court Receiver holds the properties as custodia legis and
on facts, respondent-Court Receiver acted as a reasonable
prudent trustee for preservation of the property in question.

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HIGH COURT OF BOMBAY

Transfer of Property Act, 1882 – s.106 – Termination of tenancy – Notice – Suit filed on original side of High Court in respect of immovable tenanted property – Respondent appointed as Court Receiver – Notice issued to appellant to pay compensation and to vacate the suit premises – Validity of the notice – Effect of amendment of s.106(3) – Held: Legislature plugged the loopholes and redressed the mischief by making a change in the law – On facts, eviction suit was filed against the appellant after six months from date of the notice issued u/s.106 TPA, by respondent-Court Receiver and therefore, the notice was not invalid – Code of Civil Procedure, 1908 – Order XL, r.1(d).

In a suit filed on the original side of the Bombay High Court in respect of an immovable tenanted property, the respondent was appointed as a Court Receiver to take charge of the property. The respondent issued Notice dated July 26, 2001 to the appellant to pay compensation at the rate of RS.1,75,000/- per month from 1.4.2000 and to vacate the suit premises. The appellant replied stating that the respondent was appointed to control the suit premises and had no right and power to determine the tenancy of the appellant. Meanwhile, the appellant was declared as a sick company under the Sick Industrial Companies (Special Provisions) Act, 1985.

The respondent instituted eviction suit against the appellant before the Court of Small Causes, Bombay which was decreed. The order was upheld by the Appellate Bench of the Small Causes Court. The appellant, therefore, filed revision petition before the High Court under Section 115 CPC which was dismissed. Hence the present appeal.

The appellant challenged the High Court order on various grounds, firstly, that the Court Receiver did not obtain leave of the court in filing the suit and without such

A leave, the eviction suit was liable to be dismissed; secondly, that the notice was issued on July 26, 2001 asking the appellant to vacate the suit premises immediately, therefore, the notice was defective in view of the provisions of Section 106 of the Transfer of
B Property Act, and consequently the suit was liable to be dismissed; and thirdly, that the suit was also bad since the owners were the trustees and were not made parties to the suit.

C Dismissing the appeal, the Court

HELD:1.1. This Court cannot give a narrower construction with regard to the rights/authority given to the Receiver under Order XL Rule 1(d), CPC. In the present case, the Receiver was given full powers under
D the provision of Order XL Rule 1(d). The Receiver acted in the matter for the purpose of administering the property. Power must be conferred on the Receiver by the Court either expressly or by necessary implication, as the case may be. In the facts of this case, the Receiver
E acted to safeguard the interest of the trustees for preserving the estate. The Receiver acted in the matter as ought to have been done by the trustees to preserve the estate. [Para 14] [458-B-D, F, G]

F 1.2. The Receiver has a right to institute a suit when the authority has been given to the Receiver to preserve the estate. Such authority is wide enough to empower the Receiver, as he thought necessary, for preserving the estate and such authority includes to institute a suit. [Para 15] [458-H; 459-A]

G 1.3. It cannot be said that the Receiver without leave of the court, cannot file a suit in the factual matrix of this case. Obtaining of leave of the court before filing of the suit cannot be fatal and the same can be cured in law and
H is merely an irregularity. When authority has been given

to the Receiver to preserve the estate, it empowers the Receiver, i.e., for preserving the estate, he has a right to institute the suit and, accordingly, in the present case, the Receiver had the authority to institute a suit for preserving the estate. [Para 16] [459-C-E]

1.4. The suit was filed after six months from the date of the notice issued under Section 106 of the Transfer of Property Act, by the Receiver and furthermore, after the amendment of Section 106(3). The High Court duly considered the question of notice and correctly came to the conclusion that the Legislature wanted to plug the loopholes and to redress the mischief by making a change in the law. Therefore, if the notice is short of the period specified in sub-section (1) but the suit or proceeding is filed after the expiry of the period mentioned in sub-section (1), the notice shall not be deemed to be invalid. Clearly, in this matter, the notice was issued on July 26, 2001 and the suit was actually filed on February 6, 2002 – after six months and, therefore, the notice cannot be declared or deemed to be invalid. [Para 16] [459-F, H; 460-A-C]

1.5. The Court Receiver is holding the properties as *custodia legis* and has acted in the matter as reasonable prudent trustees used to do in this matter and such action on the part of the Court Receiver is nothing but for preservation of the property in question. [Para 17] [460-C-D]

Kurapati Venkata Mallayya & Anr. vs. Thondepu Ramaswami & Co. & Anr. AIR 1964 SC 818: 1963 Suppl. SCR 995 and *Harinagar Sugar Mills Ltd. v. M.W. Pradhan*, 1966 (3) SCR 948 – relied on.

Everest Coal Company (P) Ltd. vs. State of Bihar & Ors. (1978) 1 SCC 12: 1978 (1) SCR 571; *Anthony C. Leo vs. Nandlal Bal Krishnan & Ors.* 1996 (11) SCC 376: 1996 (7)

A **Suppl. SCR 669**; *Krishna Kumar Khemka vs. Grindlays Bank P.L.C. & Ors.* 1990 (3) SCC 669: 1990 (2) SCR 961; *Balkrishna Gupta & Ors. vs. Swadeshi Polytex Ltd. & Anr.* 1985 (2) SCC 167: 1985 (2) SCR 854 – referred to.

B *C.T. Davis & Ors. vs. Drobomoyi Gupta & Ors.* (1887) ILR 14 Cal 323; *Ram Ranjan Chakravarti vs. A.B. Miller* (1884) ILR 10 Cal 1014; *Shyam Lal Gomatwala vs. Nand Lal & Ors.* AIR 1944 All 220; *Mt. Mahrana Kunwar vs. E.V. David, Official Receiver* AIR 1924 All. 40; *Shanta Ram Hirachand*
C *Danez vs. Narayan Bapusa Fulpagar* AIR 1999 Bom 16; *Huri Dass Kundu vs. J.C. Macgregor, Receiver, High Court* (1891) ILR 18 Cal 478; *Jagat Tarini Dasi vs. Naba Gopal Chaki* (1907) ILR 34 Cal 305; *Kassim Mamooji vs. K.B. Dutt & Anr.* AIR 1916 Cal 51 – referred to.

D Case Law Reference :

	(1887) ILR 14 Cal 323	referred to	Para 6
	(1884) ILR 10 Cal 1014	referred to	Para 6
E	1978 (1) SCR 571	referred to	Para 6
	1996 (7) Suppl. SCR 669	referred to	Para 6
	1990 (2) SCR 961	referred to	Para 6
	1985 (2) SCR 854	referred to	Para 6
F	1966 (3) SCR 948	relied on	Para 6
	AIR 1944 All 220	referred to	Para 7
	AIR 1924 All. 40	referred to	Para 8
G	AIR 1999 Bom 16	referred to	Para 8
	(1891) ILR 18 Cal 478	referred to	Para 11
	(1907) ILR 34 Cal 305	referred to	Para 11
H	AIR 1916 Cal 51	referred to	Para 12

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1963 Suppl. SCR 995 relied on Para 15 A

CIVIL APPELLATE JURISDICTION : Civil Appeal No.5528
of 2014.

From the Judgment and Order dated 16.09.2010 in CRA
No. 452/2009 of the High Court of Bombay. B

Ranjit Kumar, Prateek Jalan, R.N. Karanjawala, Manik
Karanjawala (for Karanjawala & Co.), for the Appellant.

Soli J. Sorabjee, Ayaz Billawala, Ashok Goel, Mahesh
Agarwal, Rishi Agarwala, E.C. Agrawala, Abhinal, Rohit Jolly ,
Arnav Kumar for the Respondent. C

The Judgment of the Court was delivered by

PINAKI CHANDRA GHOSE, J. 1. Leave granted. D

2. This appeal has been preferred against the Judgment
and order dated 16th September, 2010 passed by the High
Court of Judicature at Bombay in Civil Revision Application
No.452 of 2009, dismissing the Civil Revision Application filed
by the appellant-tenant. The brief facts, necessary for the
disposal of this appeal are thus: An immovable property known
as "Dev Ashish" is a tenanted property situated at Padam Tekri,
Peddar Road, Bombay (hereinafter referred to as the "suit
property"). The respondent herein was appointed by the
Bombay High Court to take charge of the suit property in Suit
No.234 of 1987, which was filed on the original side of the
Bombay High Court, in terms of prayer clause (a) of the Notice
of Motion which reads as follows: E

"(a) That pending the hearing and final disposal of above
suit, the Court Receiver, High Court, Bombay or some
other fit and proper person be appointed as a Receiver
of an immovable property known as "Dev Ashish" situate
on Sub-Plot No.1 of Plot No.C.S.S.755 at Padam Tekdi,
Pedder Road, Bombay 400 026, with all powers under F

H

A Order XL, Rule 1 of the Code of Civil Procedure, 1908, including the owner to recover, receive and collect the rent, income and profits thereof.”

B 3. The respondent, being the Court Receiver in the aforesaid suit, issued Notice dated July 26, 2001 to the appellant herein to pay compensation at the rate of RS.1,75,000/- per month from 1.4.2000 and to vacate the suit premises. The appellant replied to the said notice of the respondent stating that the respondent has been appointed to control the suit premises and has no right and power to determine the tenancy of the appellant. Meanwhile, the appellant was declared as a sick company under the Sick Industrial Companies (Special Provisions) Act, 1985 (hereinafter referred to as ‘the SICA’).

D 4. The respondent instituted a suit against the appellant-defendant before the Court of Small Causes, Bombay which was decreed in favour of the respondent. Being aggrieved by the said decree, the appellant-defendant filed an appeal before the Appellate Bench of the Small Causes Court, being Appeal No.837 of 2003. This appeal was dismissed by judgment and order dated June 12, 2009. The appellant-defendant, therefore, filed a revision petition before the High Court of Bombay under Section 115 of the Code of Civil Procedure, being Civil Revision Application No.452 of 2009. The said civil revision application was dismissed by the Bombay High Court vide its judgment and order dated 16.9.2010. Aggrieved by the said judgment and order dated 16.9.2010, this appeal, by special leave, has come up before this Court.

G 5. Mr. Ranjit Kumar, learned senior counsel appearing on behalf of the appellant, challenged the order on the grounds, firstly, that the Court Receiver did not obtain leave of the court in filing the suit and without such leave, the eviction suit is liable to be dismissed. Secondly, he contended that the notice was issued on July 26, 2001 asking the appellant to vacate the suit premises immediately, therefore, the notice was defective in

view of the provisions of Section 106 of the Transfer of Property Act. On this ground also, he contended that the suit is liable to be dismissed. Thirdly, he contended that the suit is also bad since the owners are the trustees and are not made parties to the suit.

6. In support of his contention with regard to the first point that the suit was liable to be dismissed as it was filed by the Court Receiver without obtaining leave of the Court, he relied upon the decision of the courts in *C.T. Davis & Ors. vs. Drobomoyi Gupta & Ors*¹. He also relied upon the decisions in *Ram Ranjan Chakravarti vs. A.B. Miller*², *Everest Coal Company (P) Ltd. vs. State of Bihar & Ors.*³, *Anthony C. Leo vs. Nandlal Bal Krishnan & Ors.*⁴, *Krishna Kumar Khemka vs. Grindlays Bank P.L.C. & Ors.*⁵, *Balkrishna Gupta & Ors. vs. Swadeshi Polytex Ltd. & Anr.*⁶, and *Harinagar Sugar Mills Ltd., vs. M.W. Pradhan*⁷.

7. Lastly, Mr. Ranjit Kumar, learned senior counsel, contended that the Board for Industrial Financial Reconstruction (hereinafter referred to as 'the BIFR') declared the appellant-company as a sick company under the SICA. Therefore, without obtaining permission from the BIFR, the suit could not be proceeded with. Learned senior counsel further pointed out that in the case of *Ram Ranjan Chakravarti* (supra), it has been held that the Receiver of the High Court does not represent the owner of an estate. He is an officer of the Court and as such, cannot sue or be sued except with permission of the Court. In *Shyam Lal Gomatwala vs. Nand Lal & Ors.*⁸, it had been

1. (1887) ILR 14 Cal 323.

2. (1884) ILR 10 Cal 1014.

3. (1978) 1 SCC 12 = 1958 SCR 333.

4. 1996 (11) SCC 376.

5. 1990 (3) SCC 669.

6. 1985 (2) SCC 167.

7. 1966 (3) SCR 948.

8. AIR 1944 All 220.

A concluded by the Court that the permission of the Court was necessary before institution of a suit by the Court Receiver.

8. Mr. Ranjit Kumar, learned senior counsel, also relied upon the decisions in *Mt. Mahrana Kunwar vs. E.V. David, Official Receiver*⁹ and *C.T. Davis & Ors. vs. Drobomoyi Gupta & Ors.* (supra) and contended that in the said decisions it has been held: firstly, that the action for ejection from the suit property cannot be maintained by only some of the owners of the undivided estate; and secondly, it has been held that to authorize the Court Receiver to issue Court notices determining the tenancy, an authority has to be obtained from the Court. However, in the case of *Everest Coal Co.(P) Ltd.*(supra), it has been held that when a court puts a Receiver in possession of property, the property comes under the custody of the Court and the Receiver merely acts as an agent of the Court. The Court Receiver represents neither party, being an officer of the court, and for this reason ordinarily the court accords the permission to sue and failure to secure such leave to sue till the end of *lis* may prove fatal. He also drew our attention to a decision reported in *Shanta Ram Hirachand Danez vs. Narayan Babusa Fulpagar*¹⁰. In the said decision the court held that filing of the suit without obtaining leave of the court is an irregularity and can be cured in law and is not fatal. But the suit filed by the Court Receiver without obtaining permission does not render the proceedings in the suit *ultra vires* if leave is obtained even after filing of the suit by the Court Receiver. He tried to contend on the question of service of notice that Section 106 is restricted to cases where the Court Receiver has let out the premises and further the Court Receiver cannot have the implied authority to sue a protected tenant in occupation and according to him, it is necessary to have the leave from the court before filing the suit and it can also be overcome only if the leave is obtained when the *lis* is pending.

9. AIR 1924 All. 40.

H 10. AIR 1999 Bom 16.

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9. With regard to the trust property, his contention is that the trust property vests in all the trustees. It is, therefore, apparent that all the trustees have to decide whether or not the suit is to be filed on behalf of the trust. In the present case, it is not disclosed anywhere that the notice of termination was served at the behest of all the trustees. He further pointed out that it is to be noted that the order appointing the Receiver as already recorded by the court that prima facie there was a dispute in respect of appointment of trustees on the Trust and about dealing of the property by the Trust and in these circumstances, the court thought it fit to appoint a Court Receiver considering the facts and circumstances of this case.

10. Per contra, Mr. Soli Sorabjee, learned senior counsel appearing on behalf of the respondent-Court Receiver, submitted that the Court Receiver has a right to take all steps in the matter since the Court Receiver has been appointed with full powers to administer the property which is *custodia legis* and furthermore, he has acted in the matter in his capacity as a Receiver. He also drew our attention to Order XL Rule 1 of the Code of Civil Procedure, 1908, which is reproduced hereinbelow:

"1. Appointment of receivers.- (1) Where it appears to the court to be just and convenient, the court may by order—

(a) appoint a receiver of any property, whether before or after decree;

(b) remove any person from the possession or custody of the property;

(c) commit the same to the possession, custody or management of the receiver; and

(d) confer upon the receiver all such powers, as to bringing and defending suits and for the realization, management, protection, preservation and improvement of the property, the collection of the rents and profits

A *thereof, the application and disposal of such rents and profits, and the execution of documents as the owner himself has, or such of those powers as the court thinks fit....”*

B 11. He pointed out that Order XL Rule 1(d) has specifically
 given all such powers as to bringing and defending the suits
 and for the realization, management, protection and
 C preservation of the property which the Receiver held on behalf
 of the court. According to Mr. Sorabjee, learned senior counsel,
 the Court Receiver should be able to take all steps necessary
 to preserve and protect the property as a prudent owner of the
 property would take. He also drew our attention to the order
 D appointing the Receiver and contended that if a tenant is in
 arrears of rent or if the leased property after recovery of
 possession can fetch more income to the estate, the Court
 Receiver is entitled to take steps in the matter and can file a
 suit for recovery of possession. He further contended that in the
 instant case, the suit premises are outside the purview of the
 Rent Act. He also relied upon the old decisions in *Huri Dass
 Kundu vs. J.C. Macgregor, Receiver, High Court*¹¹ and
 E submitted that the court held that the terms of the order
 appointing the Receiver are sufficient to confer on him the
 power to bring a suit to eject a tenant. He also relied on the
 decision in *Jagat Tarini Dasi vs. Naba Gopal Chaki*¹², wherein
 it was held as follows:

F “The receiver, as an officer of the Court, which has taken
 control of the property, is for the time being, and for the
 purpose of the administration of the assets, the real party
 interested in the litigation; there is no substantial reason,
 G therefore, why the suit should not be instituted in his own
 name. We may further add that there are numerous cases
 in the books, from which it appears that a receiver, who
 has authority to sue, has been allowed to do so in his own

11. (1891) ILR 18 Cal 478.

H 12. (1970) ILR 34 Cal 305.

name without any objection raised on that ground; see, for instance, *Shunmugam v. Moidin* [(1884) ILR 8 Mad 229], *Gopala Sami v. Sankara* [(1885) ILR 8 Mad 418], *Sundaram v. Sankara* [(1886) ILR 9 Mad 334], *Drobomoyi Gupta [318] v. C.T. Davis* [(1887) ILR 14 Cal 323], *Huri Dass Kundu v. J.C. Macgregor* [(1891) ILR 18 Cal 477] and *W.R. Fink v. Buldeo Dass* [(1899) ILR 26 Cal 715]. It follows, therefore, that the view, that a Court may authorize a receiver to sue in his own name, and that a receiver, who is authorized to sue, though not expressly in his own name, may do so by virtue of his appointment with full powers under section 503 of the Civil Procedure Code, is supported by principle and authority, and is consistent with existing practice. We must, consequently, hold that the second ground taken on behalf of the appellant cannot be sustained.”

12. A Division Bench of the Calcutta High Court in *Kassim Mamooji vs. K.B. Dutt & Anr.*¹³, has held that the present Code empowers the Court to confer upon a Receiver all such powers as to bringing and defending suits as the owner himself has. It would suffice to quote the following:

“Originally a Receiver could not sue; this is shown by the decision of Phear, J., in *Wilkinson v. Gangadhar Sirkar* [1871 6 Beng. LR 486]. That decision was in 1871. In 1877, however, was passed the Civil Procedure Code of that year; and in it was contained the provision which now finds a place in O. 40 R. 1, of the present Code (see S. 503 of the Code 1877). The present Code empowers the Court to confer upon a Receiver all such powers as to bringing and defending suits as the owner himself has.”

13. In the aforesaid decisions, it has been held that the words of Order XL Rule 1 cannot give any narrower construction for holding that the Code does not empower the

¹³. AIR 1916 Cal 51.

A Receiver to bring a suit for recovery of possession of immovable property. In support, he has relied on all the aforesaid decisions.

14. After considering and analyzing all the decisions, in our opinion, we cannot give a narrower construction with regard to the rights/authority given to the Receiver under Order XL Rule 1(d). We have also considered the appointment order in the present case. In our opinion, the Receiver was given full powers under the provision of Order XL Rule 1(d) as rightly shown by Mr. Sorabjee, learned senior counsel and, therefore, the ruling relied upon by Mr. Ranjit Kumar, learned senior counsel for the appellant, cannot be of any help to him and, accordingly, we reject such contention of Mr. Ranjit Kumar, learned senior counsel, and hold that in the facts and circumstances of this case, the Receiver has acted in the matter for the purpose of administering the property. Even we have seen that the Supreme Court in *Harinagar Sugar Mills Co. Ltd.* (supra) has held that a Receiver was appointed pending a suit for partition and the Receiver filed a winding-up petition for realization of debt. It was contended that the Receiver had no power to institute a petition for winding-up of a company. The Supreme Court conceding that winding-up order is not a normal alternative to sue but held that it is a form of equitable execution covered by clause (d) of Rule 1(1) of Order XL of the Code and as such steps could be taken by the Receiver. It is also to be noted that the power must be conferred on the Receiver by the Court either expressly or by necessary implication, as the case may be. In the facts of this case, the Receiver acted to safeguard the interest of the trustees for preserving the estate. We also feel that the Receiver acted in the matter as ought to have been done by the trustees to preserve the estate.

15. In *Kurapati Venkata Mallayya & Anr. vs. Thondepu Ramaswami & Co. & Anr.*¹⁴, a four-Judge Bench of this Court held that the Receiver has a right to institute a suit when the

H ¹⁴. AIR 1964 SC 818.

authority has been given to the Receiver to preserve the estate. Such authority is wide enough to empower the Receiver, as he thought necessary, for preserving the estate and such authority, in our opinion, includes to institute a suit. as has been held by this Court.

16. We have considered all the points which have been urged by Mr. Ranjit Kumar, learned senior counsel appearing on behalf of the appellant. We are not able to accept his contention that the Receiver without leave of the court, cannot file a suit in the factual matrix of this case. We have also taken into account that obtaining of leave of the court before filing of the suit cannot be fatal and the same can be cured in law and is merely an irregularity. We have also considered the decision of this Court in *Kurapati Venkata Mallayya & Anr.* (supra) and find that when authority has been given to the Receiver to preserve the estate, it empowers the Receiver, i.e., for preserving the estate, he has a right to institute the suit and, accordingly, in the light of the said judgment, we express our opinion and accept the reasoning given by the High Court that the Receiver had the authority to institute a suit for preserving the estate. Therefore, we do not accept the contention of Mr. Ranjit Kumar, learned senior counsel, on such question. The second point urged by Mr. Ranjit Kumar, learned senior counsel, is that the suit is bad with regard to Section 106 of the Transfer of Property Act. We have duly considered the said question, and we find that the suit was filed after six months from the date of the notice issued under Section 106 of the Transfer of Property Act, by the Receiver and furthermore, after the amendment of Section 106(3) which reads as follows:

“(3) A notice under sub-section (1) shall not be deemed to be invalid merely because the period mentioned therein falls short of the period specified under that sub-section, where a suit or proceeding is filed after the expiry of the period mentioned in that sub-section.”

We have noticed that the High Court duly considered the

A question of notice and correctly came to the conclusion that the Legislature wanted to plug the loopholes and to redress the mischief by making a change in the law. Therefore, if the notice is short of the period specified in sub-section (1) but the suit or proceeding is filed after the expiry of the period mentioned in sub-section (1), the notice shall not be deemed to be invalid. Clearly, in this matter, the notice was issued on July 26, 2001 and the suit was actually filed on February 6, 2002 – after six months and, therefore, the notice cannot be declared or deemed to be invalid.

C 17. The third question which is tried to be urged before us, in our opinion, has no substance since the Court Receiver is holding the properties as *custodia legis* and has acted in the matter as reasonable prudent trustees used to do in this matter and such action on the part of the Court Receiver is nothing but for preservation of the property in question, therefore, the contention of Mr. Ranjit Kumar on that ground also, cannot have any substance. [See *Harinagar Sugar Mills Co. Ltd. (supra)*].

E 18. Although the point tried to be taken by Mr. Ranjit Kumar, learned senior counsel, is that the appellant is a sick company but we do not find that such point was ever urged before the High Court and, furthermore, it appears that admittedly the tenancy was about the residential premises. Therefore, in our opinion, such point cannot have any substance at this stage.

G 19. In these circumstances, we find that the reasoning given by the High Court does not warrant any interference by this Court. Accordingly, we find no merit in this appeal and the same is hereby dismissed. However, there shall be no order as to costs.