A MADHAV HARI JOSHI

v.

DIVISIONAL MANAGER,
LIFE INSURANCE CORPORATION OF INDIA & ANR.

(Civil Appeal Nos. 49-50 of 2019)

B JANUARY 04, 2019

[DR. D. Y. CHANDRACHUD AND HEMANT GUPTA, JJ.]

Consumer Protection:

Deficiency of service – Appellant-consumer submitted a C *proposal to Life Insurance Corporation (LIC) under one of its plans – Alongwith proposal, paid Rs.1,75,000/- –The policy not issued nor money refunded – Complaint seeking refund of money with interest and also compensation of Rs.5,00,000/- – District Forum directed refund of the amount and in addition compensation of Rs.4,25,000/- – State Commission confirmed the order – National* D *Commission maintained the order of refund alongwith 12% interest, but refused the compensation – Review petition dismissed – On appeal, held: In the facts of case, deficiency of service was clearly establlished – LIC held the money of the consumer wrongfully for five years – Its omission to refund has deprieved the consumer of* E *the use of his money – Hence, mere direction of interest will not provide sufficient redress – To meet the ends of justice, in addition to the amount directed to be paid by National Commission, payment of further amount of Rs.2,00,000/- is directed towards all the claims.*

Disposing of the appeals, the Court

F **HELD: 1. It appears from the letter of the Branch Manager of LIC (dated 15th April, 2009) that he had already received a decision to complete the proposal with extra premium. Admittedly, even the extra premium of Rs.10,000/- was paid by the appellant as part of his payment of Rs.1,75,000/-. The remaining formalities that were required to be observed were to be fulfilled by the** G **Development Officer and not by the appellant. LIC retained the moneys of the appellant for a period of nearly five years. No effort was made to refund the moneys. In this view of the matter, a deficiency of service was clearly established. [Paras 18, 19][213-D-E]**

H

2. The plan in question was not exclusively an insurance based product. By being linked to the equity market, it had an investment element. LIC held on to the moneys of the appellant wrongfully for five years. Its omission to refund has deprived the appellant of the use of his moneys. Hence, a mere direction for the payment of interest on the principal sum will not provide sufficient redress. The ends of justice would be met, if the direction, which has been issued by the National Commission, is modified and an additional amount of Rs.2,00,000/- is directed to be paid towards all the claims, demands and outstandings, including litigation expenses, in addition to what has been ordered by National Commission. [Paras 20, 21][213-G-H; 214-A-B, D]

CIVIL APPELLATE JURISDICTION: Civil Appeal Nos. 49-50 of 2019.

From the Judgment and Order dated 26.02.2015 of the National Consumer Disputes Redressal Commission, New Delhi in Revision Petition No. 4493 of 2014 and order dated 29.04.2015 in Review Petition No. 80 of 2015 in Revision Petition No. 4493 of 2014.

Subodh S. Patil, Adv. for the Appellant.

R. Chandrachud, Karan Sharma, Advs. for the Respondents.

The following Judgment of the Court was delivered:

J U D G M E N T

1. Delay condoned.

2. Leave granted.

3. The present appeals arise from the decisions of the National Consumer Disputes Redressal Commission ("the National Commission") dated 26 February, 2015[1] and 29 April, 2015[2].

4. The appellant submitted a proposal to the Life Insurance Corporation (LIC) under its Jeevan Aastha Plan on 31 January, 2009. On 15 April, 2009, the Branch Officer of LIC responded to the proposal in the following terms:

"We are in receipt of your proposal for plan Jeevan Astha on 31.1.2009.

[1] Revision Petition No.4493 of 2014
[2] Review Petition No.80 of 2015

A Alongwith special reports the case was referred to our divisional office for decision. We have received the decision to complete the proposal with class V health extra.

Shree Jeevan Astha Plan was a close ended paln up to 21.2.2009. We can offer you another plan. Kindly inform us the plan and
B accordingly so that we can proceed further in completion of your proposal."

5. It is not in dispute that together with the proposal, the appellant had paid an amount of Rs.1,75,000/- (Rupees one lakh seventy five thousand only) inclusive of an amount of Rs.10,000/- towards additional
C risk premium.

6. The Jeevan Aastha Plan was open for subscription for 45 days between 8 December, 2008 and 22 January, 2009.

7. Upon receipt of the above letter dated 15 April, 2009, the appellant addressed a communication to the Chairman of LIC recording
D his grievance that he had already complied with all formalities, including the payment of additional premium and had undergone a medical test.

8. In response to his representation, the appellant was issued a communication dated 23 July, 2009 by the Manager (Admn.), LIC. The letter reads thus:

E "We are in receipt of your letter dt.27.06.2009 originally addressed to our Chairman. In this regard we would like to inform you that the proposal was accepted by our higher office on 02.03.2009 subject to the following requirements:

F 1) Consent for Cl. V extra

2) Reason for nomination if favour of Sister-in-law

3) Moral Hazard Report by Development Officer

The above decision was informed to the agent (Sri S.S. Joshi) who has introduced the proposal's to convey the same to you in
G time. It is learnt from the agent that you have not given your consent for extra premium."

9. Eventually, as it transpires, neither was a policy issued to the appellant nor were his moneys refunded. That led him to institute a complaint before the District Consumer Disputes Redressal Forum,
H

Thane ("the District Forum") in 2012. By his complaint, as amended, the appellant sought a refund of his investment of Rs.1,75,000/- together with interest and compensation in the amount of Rs.5,00,000/-.

10. The District Forum allowed the complaint by directing LIC to refund the amount of Rs.1,75,000/-. In addition, compensation in the amount of Rs.4,25,000/- was granted on the ground that the appellant had been deprived of his moneys for a period of five years.

11. The State Consumer Disputes Redressal Commission, Mumbai ("the State Commission") confirmed the order of the District Forum.

12. LIC instituted revisional proceedings before the National Commission. The direction for the payment of Rs.1,75,000/- has been maintained by the National Commission. The appellant was also granted interest at the rate of 12% per annum from the date on which the principal amount was paid to LIC till the date on which it was deposited with the District Forum. However, the direction for the payment of compensation has been deleted.

13. A review petition instituted against the order in revision was dismissed.

14. Learned counsel appearing on behalf the appellant submits that by the order of the National Commission, all findings of fact recorded in favour of the appellant were confirmed. However, the direction for the payment of compensation has been deleted without any reason or justification.

15. Learned counsel further submitted that both in the letter dated 15 April, 2009 as well as in the subsequent letter dated 23 July, 2009, the appellant was called upon to pay an extra premium which as a matter of fact, had already been paid. The remaining two conditions in regard to the nomination which was made in favour of a relative and for a 'moral hazard report' by the Development Officer were required to be fulfilled by LIC. Hence, the appellant completed all necessary formalities. Once the proposal was accepted, it has been submitted that there was no justification to deny the issuance of a policy. Moreover, it was submitted that the policy was an equity-based plan. As a result of the retention of the moneys by LIC for nearly five years, the appellant lost the benefit of an enhancement in the value of his investment in a booming equity market and should be suitably compensated. Hence, it has been urged that the refund ordered with 12% interest would not be a sufficient recompense.

16. On the other hand, learned counsel appearing on behalf of LIC submitted that LIC had, by its letters, informed the appellant that the plan stood closed on 21 February, 2009 and he could apply for an alternative plan. The appellant having failed to do so, it has been urged that there is no warrant for the grant of compensation and the order of the National Commission does not call for interference.

17. From a reading of the impugned judgment of the National Commission, it emerges that all findings of fact have, in fact, been recorded in favour of the appellant. For convenience of reference, we extract paragraphs 6, 7 and 8 from the impugned order hereafter:

> "6. On a perusal of the letters dated 15-04-2009 and 23-07-2009 issued by LIC we find that the proposal submitted by the complainant was kept pending till he submitted (i) consent for Clause V Express, (ii) the reasons for nomination in favour of sister in law and (iii) moral hazard report from the development officer was received. Thus, the petitioner found the complainant eligible for the Jeevan Asthan policy on his completing the aforesaid requirements.
>
> 7. As regards extra premium amounting to Rs.10,000/-, it is an admitted case that the complainant had paid Rs.1,75,000/- as against the regular premium of Rs.1,65,000/-. In view of the aforesaid payment, the requirement to submit the consent to pay an additional premium became redundant. As regards reasons for nominating sister in law, a perusal of the relevant policy would show that if the person nominated was a distant relative or not related to the life to be assured, such cases were not to be considered and nomination in favour of a close relative was to be insisted upon. If the proposer insisted for nomination in favour of a person not related (included a distant relative) to him/her then a letter was to be sent at his/her address to obtain consent for the desired nomination and a special MHR is to be obtained at least from a Development Officer regarding the genuineness of the nomination to ensure that no moral hazard was involved. In the case before us it is obvious that the complainant was insisting upon nomination in favour of his sister in law. The LIC, therefore, should have sent a letter to her seeking consent for the said nomination. However, no such letter was addressed by the petitioner to the sister in law of the complainant. As far as special MHR is

concerned, it was to be obtained by LIC and not by the proposer so as to verify the genuineness of the nomination and to ensure that no moral hazard is involved. That also was not done in this case and the matter was simply kept pending till the last date for issuing the said policy expired on 21.02.2009.

8. That is petitioner's own case that Jeevan Astha policy was to close on 21.02.2009. Therefore, if any consent was to be obtained from the nominee or any verification was to be done, that ought to have been done well before the date on which the scheme was to close. The proposer cannot be made to suffer on account of the delay and the negligence on the part of the petitioner LIC in not processing the proposal expeditiously and well before the Scheme was to close on 21.02.2009."

These findings are borne out from the record.

18. It appears from his letter dated 15 April, 2009 that the Branch Manager of LIC had already received a decision to complete the proposal with extra premium. Admittedly, even the extra premium of Rs.10,000/- was paid by the appellant as part of his payment of Rs.1,75,000/-. The remaining formalities that were required to be observed were to be fulfilled by the Development Officer and not by the appellant. LIC retained the moneys of the appellant for a period of nearly five years. No effort was made to refund the moneys.

19. In this view of the matter, a deficiency of service was clearly established. The National Commission has awarded interest at 12% per annum on the principal sum of Rs.1,75,000/-. The District Forum had quantified the compensation payable to the appellant at Rs.4,25,000/-. The District Forum did not indicate the basis on which the above computation was made.

20. Learned counsel appearing on behalf of the appellant submitted that the plan for which he had applied was an equity based market plan and, hence, he has lost the benefit of an escalation in his investment value. There is merit in this submission. The plan in question was not exclusively an insurance based product. By being linked to the equity market, it had an investment element. LIC held on to the moneys of the appellant wrongfully for five years. Its omission to refund has deprived the appellant of the use of his moneys. Hence, a mere direction for the payment of interest on the principal sum will not provide sufficient redress.

A 21. In our view, the ends of justice would be met, if the direction, which has been issued by the National Commission, is modified and an additional amount of Rs.2,00,000/- is directed to be paid towards all the claims, demands and outstandings, including litigation expenses.

22. The addition which has been directed to be made by this Court B shall be paid over to the appellant within a period of one month from today.

23. Learned counsel appearing on behalf of LIC states that the amount which has been ordered to be paid by the National Commission has already been deposited in the District Forum. The additional amount C which has been directed by this Court shall also be deposited before the District Forum within the period stipulated. The amount shall be released to the appellant by the District Forum on proper identification.

24. We clarify that the above amount of Rs.2,00,000/- shall be in addition to what has been ordered by the National Commission.

D 25. The appeals are accordingly disposed of. There shall be no order as to costs.

Kalpana K. Tripathy Appeals disposed of.

HANSRAJ

v.

MEWALAL AND ORS.

(Civil Appeal Nos. 87-88 of 2019)

JANUARY 09, 2019

[ASHOK BHUSHAN AND K. M. JOSEPH, JJ]

U.P. Consolidation of Holdings Act, 1953 – Consolidation Scheme – Proposal of chaks – Assistant Consolidation Officer proposing chaks to the appellant-original tenure holder and respondents-co tenure holder on the plot opening towards pitch road in the north of the plot – Objections to the proposed chaks by the respondents that their possession is towards north of the plot whereas appellant is in possession towards south of the plot, as such proposed chaks should be in accordance with their possession – Objections allowed – Challenge to, by the appellant – Settlement Officer holding that the appellant was original tenure holder of plot, gave appellant chak on pitch road including area where his boring and pumping set was situated and joint holder was given chak on the north east side where he started construction – Upheld by the Deputy Director Consolidation – Writ petition thereagainst, allowed by the High Court – Sustainability of – Held: Not sustainable – All the co-sharers had right in the plot and holdings were not partitioned as per law – Appellant was fully justified in claiming right of allotment on a portion of plot on the pitch road – There was no justifiable reason for setting aside the order of the Settlement Officer, Consolidation and Deputy Director, Consolidation – Equity was adjusted by the order of Settlement Officer in making the chak in the manner that chak of every co-sharer was on the pitch road which needed no interference by the High Court – Thus, the order of the High Court set aside – U.P. Zamindari Abolition & Land Reforms Act, 1950 – s. 176.

Allowing the appeals, the Court

HELD: 1.1 When in the northern side of the plot a pitch road was constructed which was prior to consolidation operation, the co-sharers of plot were entitled to get the benefit of road and

A **when the Settlement Officer of Consolidation had carved the chaks in the manner that all the co-sharers including the appellant and respondents were given the chaks on the pitch road which order was confirmed by the Deputy Director of Consolidation, there is no valid reason for the High Court to reverse the orders passed by the Deputy Director of Consolidation and the Settlement Officer Consolidation. The reasons as given by the High Court indicate that the High Court had noticed that as house of one of the petitioners (writ petitioners) is situated in the north eastern side and boring and pumping set of the appellant is situated in the southern side, the High Court justified the order of the Consolidation Officer. The High Court lost sight of the fact that by amendment made by the Settlement Officer Consolidation, one of the writ petitioners, R was allotted chak at the north east corner on the Plot where his house was in existence and the appellant was given the chak also on pitch road including his boring and pumping set. [Para 10][220-D-H]**

1.2 Even though parties were in possession of some portions of the plot by mutual arrangement, there was no partition of holding. The agricultural holding can be partitioned by instituting the proceedings u/s. 176 of the U.P. Zamindari Abolition & Land Reforms Act, 1950. Till holding is divided in accordance with section 176 every co-sharer of plot has right on the holding. It is not the case of any of the parties that holding was partitioned by an order obtained under Section 176. All the co-sharers had right in the plot in question and holdings were not partitioned as per law. The appellant was fully justified in claiming right of allotment on a portion of plot on the pitch road. The Assistant Consolidation Officer has proposed the chaks to the parties in a manner so that every one gets chak on the pitch road. The Consolidation Officer has reversed the allotment of chaks by putting the appellant on the southern side away from the road and allocating the chaks on the pitch road in favour of the respondents which order was rightly reversed by the Settlement Officer of the Consolidation which was an equitable order by which R who was given chak including the area where he was constructing the house on the northeastern portion of the plot. The appellant was allotted an area comprising his pumping set and also by allocating chak part of which was on pitch road, other respondents were allotted the chak in such a

manner that everyone got their chak on the pitch road. There was no justifiable reason for setting aside the order of the Settlement Officer Consolidation and Deputy Director, Consolidation. It is to be noticed that Settlement Officer Consolidation and Deputy Director while passing their orders have also inspected the spot and the orders passed by them were on the basis of spot inspection. The High Court in exercise of its jurisdiction under Act 226 committed error in allowing the writ petition by restoring the order of the Consolidation Officer which was an inequitable order. In the facts and circumstances of the instant case, equity was adjusted by the order of Settlement Officer of Consolidation in making the chak in the manner that chak of every co-sharer was on the pitch road which order needed no interference by the High Court. The appellant filed a review which was too dismissed by the High Court. The orders of the High Court are unsustainable and are set aside [Paras 11-13][221-A-B, D-H; 222-A-B]

CIVIL APPELLATE JURISDICTION: Civil Appeal Nos. 87-88 of 2019.

From the Judgment and Order dated 25.07.2013 of the High Court of Judicature at Allahabad in Writ B No. 55952 of 2012 and order dated 20.01.2014 in Civil Misc. Review Application No. 250902 of 2013.

Ashok Kumar Singh, Shantwanu Singh, Advs. for the appellant.

The Judgment of the Court was delivered by

ASHOK BHUSHAN, J. 1. The appellant aggrieved by the judgment of the High Court of Allahabad in Writ-B No.55952 of 2012 has come up in these appeals. The High Court by the impugned judgment dated 25.07.2013 has allowed the writ petition filed by the private respondents by setting aside the order dated 28.04.2012 of the Settlement Officer Consolidation and order dated 19.07.2012 of Deputy Director of Consolidation.

2. The brief facts necessary to be noticed for deciding these appeals are:

The appellant along with his brother Bansraj were Bhumidhar of Plot No.677 of Village Bahria, District Basti. Bansraj, brother of the appellant by sale deed dated 12.10.1989 sold his 1/2 share in favour of

A respondents. The Village in question was brought under Consolidation operation after issuance of notification under the U.P. Consolidation of Holdings Act, 1953 (hereinafter referred to as 'the Act'). The Assistant Consolidation Officer prepared a provisional Consolidation Scheme proposing chaks to the appellant as well as respondents on Plot No.677 of which appellant was original tenure holder and the respondents were co-tenure holders by virtue of sale deed from Bansraj. In the northern side of Plot No.677 a pitch road was constructed six years before start of Consolidation operation. The Assistant Consolidation Officer proposed chaks to the appellant and the respondents opening towards pitch road in the north of Plot No.677. The respondents filed belated objection under C Section 21 of the Act objecting to the chaks as proposed by the Assistant Consolidation Officer. The case of the objectors was that they should be proposed chaks on Plot No.677 in accordance with their possession. They stated that Their possession is towards north of the plot whereas the appellant is in possession towards South of the Plot No.677. The Consolidation Officer allowed the objection filed by the respondents. D The respondents were allotted chaks on the pitch road towards north, the chak of appellant was carved on the south of the plot away from the pitch road.

3. The appeal was filed by the appellant before the Settlement Officer Consolidation under Section 21(2) of the Act. The Settlement E Officer Consolidation noted that appellant was original tenure holder of Plot No.677 and Ram Milan etc. have also become joint holders on the basis of the sale deed. Ram Milan was constructing a house on the north east side of the plot after obtaining permission of Settlement Officer Consolidation which construction was stopped on the objection of the F appellant. The Settlement Officer Consolidation concluded that it would be legal and appropriate to give chak to all the joint holders adjacent to pitch road. The appeal was allowed. Ram Milan was given chak on the north east side where he started construction. The appellant was given chak on the pitch road including area where his boring and pumping set was situated. G

4. Against the order of the Settlement Officer Consolidation revision was filed by the respondents under Section 48 of the Act. The Deputy Director, Consolidation affirmed the order of the Settlement Officer Consolidation. The Deputy Director, Consolidation has also inspected the spot and found that all the co-tenure holders have been H

allotted chak adjacent to the pitch road and if the claim of the revisionist is allowed the appellant shall not get chak adjacent to pitch road which would be illegal.

5. Aggrieved by the order of the Deputy Director, Consolidation a writ petition was filed by the respondents. Learned Single Judge while allowing the writ petition has given the following reasons:

> "I have considered the arguments of the learned counsel for the parties and examined the material available on record. From the perusal of the order of Consolidation Officer, it is proved that the house of one of the petitioners is situated in the northern side and boring and pumping set of respondent no.3 are situated in the southern side as such severance of the possession on the spot is fully proved. In the circumstances of the case, the Consolidation Officer has rightly allotted the chak to the petitioners in the northern side and no interference was required in it. The orders of Settlement Officer Consolidation as well as Deputy Director of Consolidation are illegal and are liable to be set aside."

6. Learned counsel for the appellant submits that appellant being original tenure holder of Plot No.677 he was co-sharer on the entire plot and was rightly proposed chak by the Assistant Consolidation Officer on a part of the pitch road. The area on the pitch road became valuable after construction of the road and the appellant could not have been denied his chak on the part of pitch road. The Consolidation Officer committed error in setting aside chak proposed by the Assistant Consolidation Officer, which was rightly reversed by the Settlement Consolidation Officer and Deputy Director, Consolidation. He submitted that there was no partition of the agricultural land in accordance with law nor there was any right in the respondents to claim chak comprising the entire area of the plot on the pitch road.

7. No one appeared for the respondents.

8. As noted above, the Assistant Consolidation Officer has proposed chaks to the parties which were all on the pitch road. The Consolidation Officer allowed the objection filed by the respondents under Section 21(1) by allocating chaks to the respondents on the northern side of the plot on the pitch road by carving the chak of the appellant on the southern side away from the pitch road. The Consolidation Officer allowed the objection of the respondents by noticing following reasons:

A "(i) The objectors are cultivating as per the sketch maps produced by them.

(ii) The House of Ram Milan is situated on the northern eastern corner.

B (iii) The Assistant Consolidation Officer has not shown the chak of Ram Milan in his proposal."

9. The Settlement Officer Consolidation set aside the order of Consolidation Officer in the appeal filed by the appellant. The Settlement Consolidation Officer has allotted the chak to Ram Milan on the north east corner. The Settlement Officer Consolidation allocated the chaks C of the parties in the manner that every one was allotted the chak on the pitch road. The reason for altering the chaks by the Consolidation Officer with regard to Ram Milan was fully satisfied by the Settlement Officer of Consolidation since he was allotted the chak where he was constructing the house. In the chak of the appellant, the trees and boring and pumping D set were also included to maintain the possession of the parties on the plot.

10. The appellant was original holder of the Plot No.677/1. When in the northern side of the plot a pitch road was constructed which was prior to consolidation operation, the co-sharers of Plot No.677 were entitled E to get the benefit of road and when the Settlement Officer of Consolidation had carved the chaks in the manner that all the co-sharers including the appellant and respondents were given the chaks on the pitch road which order was confirmed by the Deputy Director of Consolidation, we see no valid reason for the High Court to reverse the orders passed by the Deputy Director of Consolidation and the Settlement Officer F Consolidation. The reasons as given by the High Court, as noticed above, indicate that the High Court had noticed that as house of one of the petitioners (writ petitioners) is situated in the north-eastern side and boring and pumping set of the appellant is situated in the southern side, the High Court has justified the order of the Consolidation Officer. The High Court G has lost sight of the fact that by amendment made by the Settlement Officer Consolidation, one of the writ petitioners, Ram Milan was allotted chak at the north east corner on the Plot No.677 where his house was in existence and the appellant was given the chak also on pitch road including his boring and pumping set.

H

11. There is one more reason due to which no interference was required in the order of the Settlement Officer Consolidation and the Deputy Director, Consolidation, i.e., the appellant and the respondents were all co-sharers of Plot No.677. Even though parties were in possession of some portions of the plot by mutual arrangement, there was no partition of holding. It is relevant to note that agricultural holding can be partitioned by instituting the proceedings under Section 176 of U.P. Zamindari Abolition & Land Reforms Act, 1950 which is as follows:

> **"176. Holding of a bhumidhar or sirdar divisible.** - (1) A bhumidhar may sue for [division] of his holding.
>
> (2) To every such suit the Gaon Sabha concerned shall be made a party."

Till holding is divided in accordance with Section 176 every co-sharer of plot has right on the holding.

12. It is not the case of any of the parties that holding was partitioned by an order obtained under Section 176. All the co-sharers had right in the plot in question and holdings were not partitioned as per law. The appellant was fully justified in claiming right of allotment on a portion of plot on the pitch road. The Assistant Consolidation Officer has proposed the chaks to the parties in a manner so that every one gets chak on the pitch road. The Consolidation Officer has reversed the allotment of chaks by putting the appellant on the southern side away from the road and allocating the chaks on the pitch road in favour of the respondents which order was rightly reversed by the Settlement Officer of the Consolidation which was an equitable order by which Ram Milan who was given chak including the area where he was constructing the house on the north-eastern portion of the plot. The appellant was allotted an area comprising his pumping set and also by allocating chak part of which was on pitch road, other respondents were allotted the chak in such a manner that everyone got their chak on the pitch road. There was no justifiable reason for setting aside the order of the Settlement Officer Consolidation and Deputy Director, Consolidation. It is to be noticed that Settlement Officer Consolidation and Deputy Director while passing their orders have also inspected the spot and the orders passed by them were on the basis of spot inspection. The High Court in exercise of its jurisdiction under Act 226 committed error in allowing the writ petition by restoring the order of the Consolidation Officer which was

A an inequitable order. In the facts and circumstances of the present case, equity was adjusted by the order of Settlement Officer of Consolidation in making the chak in the manner that chak of every co-sharer was on the pitch road which order needed no interference by the High Court. The appellant filed a review which was too dismissed by the High Court on 20.01.2014.

B

13. In view of the foregoing discussion, we are of the view that orders of the High Court are unsustainable and are hereby set aside. The appeals are allowed, judgment dated 25.07.2013 as well as order dated 20.01.2014 are set aside. The writ petition filed by the respondents stand dismissed. No costs.

C

Nidhi Jain Appeals allowed.