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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ W.P.(C) 3535/2023 and CM APPL.13744/2023

NATIONAL LAW UNIVERSITY DELHI ..... Petitioner
Through: Ms. Zehra Khan, Mr. S.D. Sharma and Ms. Anaunita Shankar, Advocates

versus

LAKHMI CHAND & ANR. ..... Respondent
Through: Ms. Jyoti Dwivedi, Adv. for R1
Mr. Uttam Datt, Mr. Malak Bhatt, Ms. Sukanya Joshi, Mr. Harshit Rastogi and Ms. Gouri Vashishtha, Advocates for R2

CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR

JUDGMENT (ORAL)

% 13.05.2024

Issue in controversy

1. This writ petition emanates from an industrial dispute raised by Lakhmi Chand against National Law University, Delhi (NLU) and M/s. White Fox Support Services Pvt. Ltd ("WFSSPL", hereinafter).

2. By the impugned award, the learned Labour Court has, even after holding that there was no employer-employee relationship between NLU and Lakhmi Chand, and that Lakhmi Chand's employer was WFSSPL, nonetheless gone on to hold that the management of NLU and of WFSSPL were both liable for the illegal termination of

his services.

3. NLU has impugned the said decision as being contradictory in terms. It is sought to be contended that, having held that there was no employer-employee relationship between NLU and Lakhmi Chand, the learned Labour Court could not have proceeded to hold, in the same breath, that NLU was jointly liable with WFSSPL for illegally terminating the services of Lakhmi Chand.

Facts

4. Lakhmi Chand claimed, in the industrial dispute initiated by him, to have been employed with NLU, through WFSSPL, as a Security Guard since 2 May 2012 at a salary of ₹ 13,863/- per month. It was alleged that his services had been illegally terminated, without notice, on 10 October 2017. He also claimed that his wages had not been paid for the period 26 September 2017 to 9 October 2017. Lakhmi Chand claimed NLU to be his principal employer and WFSSPL to be his employer. He, therefore, sought reinstatement with full back-wages and continuity of service.

5. NLU denied the existence of any employer-employee relationship with Lakhmi Chand. It was contended that Lakhmi Chand was the employee of WFSSPL, who exercised supervisory control over him. It was also denied that any wages remained to be paid to Lakhmi Chand.

6. WFSSPL was represented, before the learned Labour Court, by an authorized representative on 6 September 2018. However, WFSSPL did not choose to file any written statement or to contest Lakhmi Chand's claims. WFSSPL was accordingly proceeded *ex parte* and its defence was struck off by the learned Labour Court *vide* order dated 26 October 2018. The order was never challenged.

7. On 18 December 2018, the learned labour Court framed the following issues as arising for consideration :

> "1. Whether *there* existed any relationship of employee and employer between the workman and management no.1? OPW.
>
> 2. Whether the services of workman had been terminated illegally and unjustifiably by *the* management, if so, by which of the management? OPW.
>
> 3. If the answer to the above mentioned issue no.2 is in affirmative, then as to what consequential relief is the workman entitled for? OPW.
>
> 4. Relief."

The Impugned Award

8. After recording of evidence, and hearing of arguments, the learned Labour Court passed the impugned award on 11 January 2023.

9. Issue 1 was decided against Lakhmi Chand and in favour of NLU by holding that there was no employer-employee relationship between NLU and Lakhmi Chand, and that Lakhmi Chand was the employee of WFSSPL.

10. Despite holding that there was no employer-employee relationship between NLU and Lakhmi Chand, the learned Labour Court went on to hold, in para 11 of the impugned Award and its various sub-paras, that NLU and WFSSPL were jointly responsible for illegally terminating the services of Lakhmi Chand. The findings of the learned Labour Court in this regard may be reproduced thus:

> "11.1. WW-1 has deposed that his service was illegally terminated on 10.10.2017. Management no.1 has not controverted the deposition of the workman of such termination. The workman has deposed that his service was illegally terminated when he demanded labour law facility from the employer. However the nature of facility was not disclosed by the workman. However same remains unrebutted. The non-appearance of management no. 2 lead to unrebutted leading of evidence by WW-1 vide evidence by way of affidavit Ex. WW1/A. Legal demand notice dated 20.11.2017 is *denied* by the management at para no.5 of the WS. However the demand notice on record is Ex. WW1/3, postal receipt of which are Ex. WW1/4 on both the managements separately. This service of demand notice is not controverted in cross examination of WW1 and thereby the demand notice is sent at the correct address showing postal receipt then presumption arises that it was duly received by management no.1 and 2. The presumption remains unrebutted in evidence and hence service of demand notice on both the managements stand proved. The salary slip of workman are Ex. WW1/8 (colly) which was issued by management no.2 in June 2012 till August 2017. The bank statement of workman is Ex. WW1/10 and salary is received by the workman on 13.10.2012. The last salary was received after deduction on 04.10.2017 for a sum of Rs 10,000/-. Both the management had ample time to prove on record that salary was paid to the workman for the period from 26.09.2017 to 09.10.2017 but no such record is produced by them. The management no. 1 in reply to para no. 2 of the statement of claim has denied its liability to payment of wages to the workman of the said period. As per Ex. WW1/8 (colly) the salary had to be paid by management no. 2 who had not appeared. There is no cross examination of WW1 that he has rendered his service till 10.10.2017. Hence non-payment of salary of the workman is proved on record from 26.09.2017 to 09.10.2017. The labour law facility has to be demanded by the

> workman from management no. 2 who had not appeared to rebut the claim of the workman of such demand. Hence, workman has proved that he has demanded the legal facility from management no. 2 on 10.10.2017 on which the management no.2 got annoyed and illegally terminated the service of workman. The date of employment is not disputed by management no.1 and management no.2 has not even filed WS in this matter. Hence the workman has proved that he has worked as employee of management no. 2 at the place of work of management no.1/principal employer. He has worked continuously and uninterruptedly for a period of 240 days preceding from the date of his illegal termination on 10.10.2017. Hence the workman is held entitled to protection of Section 25F of Industrial Disputes Act, 1947. Neither any misconduct is proved against the workman nor any inquiry was conducted. Even show cause notice is not proved on record. The termination the workman is held illegal and unjustified and without any basis in law. Accordingly the present issue is decided in favour of the workman and against both the managements."

Issue 2 was, therefore, decided in favour of Lakhmi Chand and against NLU and WFSSPL.

11. Following the above mentioned findings with respect to Issues 1 and 2, the learned Labour Court held Lakhmi Chand to be entitled to reinstatement with full back-wages and all consequential benefits.

The present petition

12. Aggrieved thereby, NLU is before this Court by means of the present writ petition seeking setting aside of the impugned award to the extent it holds NLU responsible for illegally terminating the services of Lakhmi Chand.

Counter-affidavit by WFSSPL

13. WFSSPL has filed a counter affidavit to the petition in which it is *inter alia* sought to be averred that, on 9 October 2017, a settlement agreement was executed between Lakhmi Chand and WFSSPL whereunder WFSSPL paid an amount of ₹ 25,000/- to Lakhmi Chand towards full and final settlement of all dues owed to him by WFSSPL and voluntarily resigned the employment of WFSSPL. As such, it was submitted that no liability, for termination of the services of Lakhmi Chand, could be fastened on WFSSPL.

Rival Submissions

14. Mr. Uttam Datt, learned counsel for WFSSPL submits that, though he has not independently challenged the impugned award dated 11 January 2023 of the learned Labour Court, he is entitled to challenge the award to the extent it is against his client and relies for this purpose on Rules 4[1], 22[2] and 33[3] of Order XLI of the CPC and in

[1] **4. One of several plaintiffs or defendants may obtain reversal of whole decree where it proceeds on ground common to all**. – Where there are more plaintiffs or more defendants than one in a suit, and the decree appealed from proceeds on any ground common to all the plaintiffs or to all the defendants, any one of the plaintiffs or of the defendants may appeal from the whole decree, and thereupon the Appellate Court may reverse or vary the decree in favour of all the plaintiffs or defendants, as the case may be.

[2] **22. Upon hearing respondent may object to decree as if he had preferred separate appeal**. –

(1) Any respondent, though he may not have appealed from any part of the decree, may not only support the decree but may also state that the finding against him in the Court below in respect of any issue ought to have been in his favour; and may also take any cross-objectionto the decree which he could have taken by way of appeal, provided he has filed such objection in the Appellate Court within one month from the date of service on him or his pleader of notice of the day fixed for hearing the appeal, or within such further time as the Appellate Court may *see* fit to allow.

Explanation. – A respondent aggrieved by a finding of the Court in the judgment on which the decree appealed against is based may, under this rule, file cross-objection in respect of the decree in so far as it is based on that finding, notwithstanding that by reason of the decision of the Court on any other finding which is sufficient for the decision of the suit, the decree, is, wholly or in part, in favour of that respondent.

[3] **33. Power of Court of Appeal**. – The Appellate Court shall have power to pass any decree and make any order which ought to have been passed or make and to pass or made such further or other decree or order as the case may require, and this power may be exercised by the Court notwithstanding that the appeal is as to part only of the decree and may be exercised in favour of all or any of the respondents or parties, although such respondents or parties may not have filed any appeal or objection and may, where there have been decrees in cross-suits or where two or more decrees are passed in one suit, be exercised in respect of all or any of the decrees, although an appeal may not have been filed against such decrees:

the light of the judgment of the Supreme Court in ***State of U.P. v. Charan Singh***[4]**.** He submits that, inasmuch as the learned Labour Court had erroneously held WFSSPL liable for illegal termination of the services of Lakhmi Chand, it was open to WFSSPL to challenge the said decision even in the writ petition filed by NLU.

15. On merits, Mr. Datt submits that, having executed a full and final settlement agreement with WFSSPL on 9 October 2017, Lakhmi Chand could not have instituted the industrial dispute before the learned Labour Court in the first place.

16. Mr. Datt submits that this does not amount to making out of a new case, as the learned Labour Court has specifically held WFSSPL liable for the illegal termination of services of Lakhmi Chand. All factors which could be justifiably urged to challenge this finding are therefore available to WFSSPL in the light of the law laid down in ***Charan Singh*****.**

17. Without prejudice, Mr. Dutt submits that the learned Labour Court erred in mechanically awarding full back wages to Lakhmi Chand. He submits that it is well settled in law that illegal termination, even if set aside, does not necessarily entail, in its wake, full back wages in every case.

18. Ms. Khan, in rejoinder, emphasizes the limited scope of the

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Provided that the Appellate Court shall not make any order under Section 35-A, in pursuance of any objection on which the Court from whose decree the appeal is preferred has *omitted* or refused to make such order.

jurisdiction vested in this Court by Article 226 of the Constitution of India while dealing with writ petitions challenging the awards of Labour Courts and Industrial Tribunals and cites for this purpose, ***Management of Madurantakam Coop. Sugar Mills Ltd. v. S. Viswanathan***[5]**.**

Analysis

Re. challenge to impugned Award by NLU

19. In so far as the challenge in this writ petition is concerned, it has to succeed.

20. Ms. Khan is correct in her submission that the learned Labour Court could not have found Lakhmi Chand to have been illegally terminated both by NLU and by WFSSPL, in view of the earlier findings in the impugned award that Lakhmi Chand was not an employee of NLU. There being no employer-employee relationship between NLU and Lakhmi Chand, it is obvious that the finding that Lakhmi Chand was illegally terminated, jointly returned against NLU and WFSSPL, needs be set aside in so far as it alleges illegal termination of Lakhmi Chand by NLU.

21. The impugned award to the extent it holds Lakhmi Chand to have been illegally terminated by NLU has, therefore, necessarily to

[4] **(2015) 8 SCC 150**
[5] **(2005) 3 SCC 193**

be set aside.

22. Indeed, Ms. Jyoti Dwivedi, learned counsel for Lakhmi Chand did not seriously contest this legal position. She, however, submits that WFSSPL is seeking to capitalize on the pendency of these proceedings to block the execution of the impugned award.

Re. challenge to impugned Award by WFSSPL

23. Mr. Uttam Dutt, learned counsel for WFSSPL, submits that, in the counter-affidavit filed by way of response to the writ petition, WFSSPL has individually challenged the finding in the impugned award, of illegal termination of Lakhmi Chand by WFSSPL.

24. To this extent, he points out that in the counter-affidavit, WFSSPL has sought to draw attention to a settlement agreement dated 9 October 2017 between Lakhmi Chand and WFSSPL, whereunder Lakhmi Chand agreed to be paid an amount of ₹ 25,000/- towards full and final settlement of dues vis-à-vis WFSSPL. Thus, contends Mr. Dutt, Lakhmi Chand could not be said to have been terminated by WFSSPL. The exit of Lakhmi Chand from the services of WFSSPL, was in the nature of a voluntary resignation following the aforenoted settlement agreement dated 9 October 2017.

25. As such, Mr. Dutt, submits that the finding in the impugned award to the effect that the services of Lakhmi Chand had been illegally terminated by WFSSPL is unsustainable and deserves to be

set aside with consequential relief to WFSSPL.

26. Ms. Jyoti Dwivedi, learned counsel for Lakhmi Chand seriously objects to the submissions of Mr. Dutt. She points out that, despite ample opportunities, WFSSPL chose not to be represented before the learned Labour Court. As such, the objections which are being now sought to be raised in the counter-affidavit filed before this Court were therefore never raised before the learned Labour Court. She objects to such submissions being raised for the first time before this Court. She submits additionally that if it is open in law for WFSSPL to do so, these objections could always be raised in the execution proceedings.

27. The issue which arises for consideration is therefore whether WFSSPL should be permitted to raise these objections in the present writ petition which is instituted by NLU, having not chosen to challenge the impugned award independently.

28. In this context, the Court has also to keep in mind the fact that WFSSPL did not choose to file any written statement by way of response to the claims of Lakhmi Chand. The defence of WFSSPL was struck off by the learned Labour Court *vide* order dated 26 October 2018 and WFSSPL was proceeded *ex parte*. None of these orders have been challenged by WFSSPL.

29. Despite this, Mr. Dutt submits that it is open to WFSSPL to challenge to the impugned award, in so far as it is against his client, in the counter-affidavit filed in response to the present writ petition

instituted by NLU, on the basis of the settlement agreement dated 9 October 2017. He invokes for this purpose, Rules 4, 22 and 33 of Order XLI of the CPC and also relies on ***Charan Singh***, particularly drawing attention to para 17 of the said decision.

30. It is true that, in the decision in ***Charan Singh***, the Supreme Court has invoked Order XLI of the CPC to grant relief to a workman in writ proceedings filed by the State of U.P. against an award rendered in favour of the workman, though no challenge was raised by the workman against the award. The application of Order XLI of the CPC in writ proceedings instituted against an award rendered in an industrial dispute may not, therefore, be open to contest.

31. That said, it still remains to be seen whether WFSSPL can claim the benefit of Rules 4, 22 or 33 of Order XLI so as to maintain the challenge that is now being said to be raised, in the counter-affidavit filed by way of response to the present writ petition.

32. Re. Order XLI Rule 4

32.1 Order XLI Rule 4 of the CPC is clearly inapplicable as the provision, to the extent it is at all relevant, applies where there are more than one defendants in a suit and the decree proceeds on any ground common to … all the defendants." In such an event, even in an appeal preferred by one of the plaintiffs or the defendants against the decree, the Appellate Court is empowered to reverse the decree in favour of the non-appealing plaintiffs or defendants as well.

32.2 A pre-condition for the applicability of the provision is, therefore that the decree must proceed on a ground common to all the plaintiffs or all the defendants. In other words, if, for example, there are more than one defendant in a suit, and the suit is decreed in favour of the plaintiff, then, if the ground on which the Court has decreed the suit is common to all (or more than one of) the defendants, of which only one chooses to appeal, the Appellate Court is empowered to reverse the judgment and decree qua *all* the defendants against whom such ground applies, including those defendants who may not have appealed.[6]

32.3 This condition is, quite clearly, not fulfilled in the present case. It cannot be said that, in so far as NLU and WFSSPL are concerned, the impugned award proceeds on a common ground. In fact, the ground on which WFSSPL is now seeking setting aside of the impugned award i.e. the settlement agreement dated 9 October 2017, is a dispensation entirely between Lakhmi Chand and WFSSPL, to which NLU is a complete stranger. The benefit of this ground, freshly urged in the counter-affidavit filed in the present proceedings and never urged before the learned Labour Court, even if allowed, would enure *solely* to the benefit of WFSSPL, and not to NLU at all.

32.4 This ground, therefore, cannot be sought to be urged on the anvil of Order XLI Rule 4 of the CPC.

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[66] Refer **Ratan Lal Shah v. Firm Lalmandas Chhadammalal, (1969) 2 SCC 70, Rameshwar Prasad v. Shambehar Lal Jagannath, AIR 1963 SC 1901**

33. Re. Order XLI Rule 22

33.1 Order XLI Rule 22 of the CPC entitles a respondent, who has not appealed against the decree in question, to contest the correctness of the finding returned against him in the impugned judgment and decree in respect of any issue and also to take a cross-objection to the decree which he could have taken by way of appeal. The non-appealing respondent may, therefore, under this provision, adopt one of two courses of action, where he is aggrieved by a part of the decree under challenge but has not preferred in appeal thereagainst. He may prefer a cross-objection to the decree under challenge, provided such objection is filed in the Appellate Court within a month from the date of service on him of the date fixed for hearing of the appeal.

33.2 No such cross-objection has been filed by the respondent within the aforesaid period in the present case.

33.3 Independently, however, the non-appealing respondent is also permitted to state that the finding against him in the Court below in respect of any issue ought to have been in his favour. For that, however, it would be necessary for the non-appealing respondent to point out, on the basis of material which is available before the court below, that there was an erroneous appreciation of the evidence or of the said material, as a result of which the Court below, instead of returning a finding in his favour, has returned a finding against him. In the present case, WFSSPL never chose to prosecute the proceedings

before the learned Labour Court. No written statement was filed by way of response to the claim of Lakhmi Chand, nor was any challenge laid to the striking off of the defence of WFSSPL, or the decision to proceed against WFSSPL *ex parte*. It cannot, therefore, lie in the mouth of WFSSPL to contend that the learned Labour Court ought to have decided the issue of employer-employee relationship between Lakhmi Chand and WFSSPL, and of the liability of WFSSPL qua the termination of Lakhmi Chand, in favour of WFSSPL.

33.4 Order XLI Rule 22 of the CPC, therefore, does not apply.

34. Re. Order XLI Rule 33

34.1 In so far as Order XLI Rule 33 is concerned, the reliance, by Mr. Dutt on the said provision, is defeated even by para 17 of the decision in ***Charan Singh*** on which Mr. Dutt himself place reliance. In para 17 of ***Charan Singh***, the Supreme Court has relied on the earlier decision in ***Delhi Electric Supply Undertaking v. Basanti Devi***[7]**.** Para 18 of the decision in ***Basanti Devi***, as extracted in ***Charan Singh*** reads thus:

> "18. This provision was explained by this Court in ***Mahant Dhangir v. Madan Mohan***[8] in the following words :
>
> > '15. … The sweep of the power under Rule 33 is wide enough to determine any question not only between the appellant and the respondent, but also between the respondent and co-respondents. The appellate court could

[7] **(1999) 8 SCC 229**
[8] **1987 Supp SCC 528**

> pass any decree or order which ought to have been passed in the circumstances of the case. The appellate court could also pass such other decree or order as the case may require. The words "as the case may require" used in Rule 33 of Order 41 have been put in wide terms to enable the appellate court to pass any order or decree to meet the ends of justice. What then should be the constraint? We do not find many. We are not giving any liberal interpretation. The rule itself is liberal enough. The only constraint that we could see, may be these : That the parties before the lower court should be there before the appellate court. *The question raised must properly arise out of the judgment of the lower court*. If these two requirements are there, the appellate court could consider any objection against any part of the judgment or decree of the lower court. It may be urged by any party to the appeal. It is true that the power of the appellate court under Rule 33 is discretionary. But it is a proper exercise of judicial discretion to determine all questions urged in order to render complete justice between the parties. The court should not refuse to exercise that discretion on mere technicalities."
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> [Emphasis supplied]

34.2 In order for Order XLI Rule 33 of the CPC to apply, therefore, one of the necessary pre-conditions which has to be satisfied is that the question being raised by the non-appealing respondent *must properly arise out of the judgment of the lower court*. In the present case, WFSSPL is seeking to question the correctness of the impugned award on the basis of a settlement agreement dated 9 October 2017, stated to have been executed between Lakhmi Chand and WFSSPL. This settlement was never on record before the learned Labour Court as WFSSPL did not choose even to file a written statement. *The question of whether, on the basis of the said settlement, it could be held that Lakhmi Chand is not an employee of WFSSPL cannot, therefore, be said to arise out of the impugned award passed by the learned Labour Court.* Thus, one of the necessary pre-conditions for

Order XLI Rule 33 of the CPC to apply is not satisfied in the present case.

35. In view of the aforesaid, I am not inclined to countenance, in these writ proceedings instituted by the NLU, the challenge to the impugned award at the instance of WFSSPL as raised in the counter-affidavit, predicated on the alleged settlement dated 9 October 2017 between the Lakhmi Chand and WFSSPL.

36. Needless to say, this would not prejudice WFSSPL from raising the said contention by any other means available to WFSSPL in law.

37. I may also refer to the following passage from the ***Management of Madurantakam Coop. Sugar Mills Ltd.***, to which Ms. Khan drew my attention:

> "12. Normally, the Labour Court or the Industrial Tribunal, as the case may be, is the final court of facts in these types of disputes, but if a finding of fact is perverse or if the same is not based on legal evidence the High Court exercising a power either under Article 226 or under Article 227 of the Constitution can go into the question of fact decided by the Labour Court or the Tribunal. But before going into such an exercise it is necessary that the writ court must record reasons why it intends reconsidering a finding of fact. In the absence of any such defect in the order of the Labour Court the writ court will not enter into the realm of factual disputes and finding given thereon. A consideration of the impugned order of the learned Single Judge shows that nowhere has he come to the conclusion that the finding of the Labour Court was either perverse or based on no evidence or based on evidence which is not legally acceptable. Learned Single Judge proceeded as if he was sitting in a court of appeal on facts and item after item of evidence recorded in the domestic enquiry as well as before the Labour Court was reconsidered and findings given by the Labour Court were reversed. We find no justification for such an approach

by the learned Single Judge which only amounts to substitution of his subjective satisfaction in the place of such satisfaction of the Labour Court.

38. The finding of fact that Lakhmi Chand was the employee of WFSSPL was returned by the learned Labour Court on the basis of the material which was on record before it and which was not contested by WFSSPL. It cannot, therefore, be said that the said decision justifies interference by this Court in exercise of its jurisdiction under Article 226 of the Constitution of India, in view of the limited nature of such jurisdiction as confirmed by para 12 of the said decision in ***Management of Madurantakam Coop. Sugar Mills Ltd.***.

39. Mr. Dutt also sought to contend that the Labour Court had erred in granting complete back wages to Lakhmi Chand. He submits that the grant of complete back wages is not an inevitable sequitur of a decision that the termination of a workman by the employer was illegal, as has been held in various decisions.

40. This contention cannot lie in the mouth of WFSSPL in the facts of the present case. Lakhmi Chand had clearly stated, in his claim statement, that not only had he been illegally terminated by the respondents, but that he had not been gainfully employed after he had been so terminated. That contention was never contested by WFSSPL by means of any written statement. The learned Labour Court cannot therefore be faulted in treating the submission as admitted on the principles of non-traverse.

41. The decision on whether to award, or not to award, full back wages, is a pure question of discretion of the Labour Court. I may refer to the judgment of the Supreme Court in ***Bhuvnesh Kumar Dwivedi v. Hindalco Industries***[9] and ***Deepali Gundu Surwase v. Kranti Junior Adhyapak***[10], in which has been held in appropriate case full back wages can be awarded to the workman, and that the High Court was in error in interfering with the award of the Labour Court on that score.

42. In view of the aforesaid, I do not find that in the facts of the present case, WFSSPL can maintain a challenge to the award of full back wages in favour of Lakhmi Chand.

Conclusion

43. For the aforesaid reasons, the impugned award, in so far as it holds NLU also to be liable for the illegal termination of Lakhmi Chand from service is quashed and set aside.

44. The Court is not, however interfering with the impugned award to the extent it holds against WFSSPL. At the same time, it is clarified that this judgment has only examined whether WFSSPL can maintain a challenge to the impugned award in the present proceedings. The right of WFSSPL to raise the said contentions in any other appropriate proceedings, if available to WFSSPL in law, shall

[9] **(2014) 11 SCC 85**
[10] **(2013) 10 SCC 324**

remain reserved.

45. The writ petition stands allowed accordingly with no orders as to costs.

46. The amount, if any, deposited by NLU with the Registry of this Court, shall be returned to NLU with any interest which has accrued thereon.

C.HARI SHANKAR, J

MAY 13, 2024/yg

Click here to check corrigendum, if any