PETITIONER:
GANPAT RAM SHARMA & ORS.

Vs.

RESPONDENT:
SMT. GAYATRI DEVI

DATE OF JUDGMENT17/07/1987

BENCH:
MUKHARJI, SABYASACHI (J)
BENCH:
MUKHARJI, SABYASACHI (J)
NATRAJAN, S. (J)

CITATION:
1987 AIR 2016 1987 SCR (3) 539
1987 SCC (3) 576 JT 1987 (3) 99
1987 SCALE (2)46

ACT:
Delhi Rent Control Act, 1958: Section 14(1)(h)--'Has built'-'Has acquired'--'Has been allotted'--Interpretation of--Eviction of tenant--When arises--Facts necessary to be pleaded and proved by landlord--Whether tenant entitled to protection once condition in clause (h) fulfilled.

Limitation Act, 1963: Article 66--Possession of immovable property--Cause of action----When arises or accrues.

Words and Phrases:
'Has built'--'Has acquired'--'Has been allotted'--meaning of.

HEADNOTE:

The respondent purchased the suit premises in April, 1973 and in September, 1973 applied to the Competent Authority under the Slum Area (Improvement and Clearance) Act, 1956 for permission to evict the appellants who were inducted into the premises by the erstwhile landlord. The permission was granted in December, 1974 and three eviction suits were filed in April, 1975 on the grounds contained in Section 14(1)(a), (h) and (j) of the Delhi Rent Control Act. 1958 and the Additional Rent Controller held that the ground under Section 14(1)(h) was made out against all the three appellants. The Rent Control Tribunal confirmed the decree.

Before the High Court in revision, it was submitted that when the landlady purchased the property she and her vendor had also been aware that the tenants owned a house and that on account of this knowledge the respondent had waived her rights under clause (h) of Section 14(1) of the Act, that if a tenant built a house or has been allotted a residential accommodation, he must acquire/obtain vacant possession before he was evicted under clause (h), and that the area where the allotted quarter was situated was not governed by the Act
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and, therefore, the ground covered by clause (h) was not available to the landlady.

The High Court construed Section 14(1)(h) of the Act to mean that a building constructed by the tenant which is outside the purview of the Delhi Rent Control Act on the date of application for ejectment, was yet within Section

14(1)(h), and held that the word 'or' showed the different circumstances in which a tenant was liable to be evicted, that it was not necessary for a landlord to prove either that the tenant had built a house and acquired vacant possession of the building or that he had been allotted and taken possession of the allotted premises, and that there was no substance in the argument advanced by the tenants that on account of the knowledge of the landlady that the tenants owned a house, she had waived her rights under clause (h) of Section 14(1) of the Act, and dismissed the Revision Petitions.

In the appeals, it was submitted that there must be a suitable residence, one which is a good and a reasonable substitute for the appellants or the landlord before eviction could be ordered under Section 14(1)(h) of the Act.

Dismissing the appeals by special leave, this Court,

HELD: 1. The Rent Control Act is a beneficial legislation to both the landlord and the tenant. It protects the tenant against unreasonable eviction and exorbitant rent. It also ensures certain limited rights to the landlord to recover possession in stated contingencies. [550B-C]

2.1 The words 'has built' or 'has acquired' or 'has been allotted' in clause (h) of Section 14(1) clearly mean that the tenant has already built, acquired or been allotted the residence to which he can move and that on the date of the application for his eviction, his right to reside therein exists. Therefore, the High Court was right in holding that the words as they stood associated with each other in clause (h) lead to the only conclusion that as on the date of application the tenant must be possessing a clear right to reside in some other premises than the tenancy premises as a matter of his own rightful choice either because he may have built such premises or acquired vacant possession thereof or the same may have been allotted to him. The words 'built' and 'allotted' did not mean that after building a residence or after allotment of a residence the tenant must also acquire its possession. [548D-F]

2.2 The landlord, in order to be entitled to evict the tenant, must

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establish one of the alternative facts positively, either that the tenant has built, or acquired vacant possession of or has been allotted a residence. It is essential that the three ingredients must be pleaded by the landlord who seeks eviction but after the landlord has proved or stated that the tenant has built, acquired vacant possession or has been allotted a residence, whether it is suitable or not and whether the same can be really an alternative accommodation for the tenant or not, are within the special knowledge of the tenant and he must prove and establish those facts. [549F-H]

2.3 The landlord must be quick in taking his action after the accrual of the cause of action, and if by his inaction, the tenant allows the premises to go out of his hands then it is the landlord who is to be blamed and not the tenant. [550A-B]

2.4 The High Court was right in holding that once the condition stipulated in clause (h) was fulfilled by the tenant, he was disentitled to protection. He cannot, therefore, claim that he should he protected. [547B-C]

3.1 Article 66 of the Limitation Act, 1963 stipulated that for possession of immovable property the cause of action arises or accrues when the plaintiff has become entitled to possession by reason of any forfeiture or breach of condition. [550C-D]

3.2 On the facts of this case it is clear that Article 66 would apply in this case because no determination is necessary, as determination by notice under Section 106 of the Transfer of Property Act is no longer necessary. [550D-E]

In the instant case, the landlady purchased the property on April, 9, 1973. She filed an application for permission after about six months from the date of purchase, and filed eviction application after about four months from the date of the grant of the permission by the Slum Authority. Time begins to run from the date of the knowledge. Knowledge in this case is indisputably in 1973 looked at from any point of view. There is, therefore, no question of limitation in this case. [55OH; 551A]

Ved Prakash v. Chunilal, [1971] Delhi Law Times Vol. 7, 59; Smt Revti Devi v. Kishan Lal, [1970] Rent Control Reporter Vol. II, 71; Naidar Mal v. Ugar Sain Jain and another. A.I.R. 1966 Punjab 509; Siri Chand v. Jot Ram, Punjab Law Reporter Vol. LXIII, 1961, 915; Govindji Khera v. Padma Bhatia Attorney, [1972] Rent Control Reporter Vol. 4, 195: Harbans Singh and another v. Custodian of Evacuee Property 'P' Block and others, A.I.R. 1970 Delhi 82; Ujagar Singh v. Likha Singh and another, A.I.R. 1941 Allahabad 28, 30; Somdass (deceased) v. Rikhu Dev Chela Bawa Har Jagdass Narokari, Punjab Law Reporter Vol. 85, 184 and K.V. Ayyaswami Pathar and another v. M.R. Ry. Manavikrama Zamorin Rajah and others, A.I.R. 1930 Madras 430, referred to.

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JUDGMENT:

CIVIL APPELLATE JURISDICTION: Civil Appeal No. 215052 of 1980.

From the Judgment and Order dated 28.8.1980 of the Delhi High Court in S.A.O. No. 138 of 1979.

R.F. Nariman, P.H. Parekh and Suhail Dutt for the Appellants.

Ashok Grover for the Respondent.

The Judgment of the Court was delivered by

SABYASACHI MUKHARJI, J. These appeals by special leave are from the judgment and order dated 28th of August, 1980 of the High Court of Delhi. Three appellants, Jai Bhagwan, Pearey Lal and Ganpat Ram, were inducted into premises No. 3240, Kucha Tara Chand, Daryaganj, Delhi by the then landlord, Shri Dina Nath. The families of the appellants consisted of about 7 or 8 members per family living in one room each on the ground floor of the said premises. Shri Pearey Lal, one of the appellants, had one side store room alongwith the room and Shri Jai Bhagwan had one small tin shed on the first floor. The appellants were also sharing the terrace.

In 1952 the land and building situated at No. A-6;25, at Krishna Nagar, Delhi was purchased by one Nathu Ram, father of the appellant Ganpat Ram and Pearey Lal together with the appellant Jai Bhagwan, his son-in-law. The building consisted of two room, two kitchens and a Barsati.

Three applications were made by the appellants under Order 41 Rule 2 of C.P.C. on or about 4th of August, 1980. The High Court pronounced its judgment without disposing of these applications on or about 27th of August, 1980 and proceeded to hold against the appellants on the basis of an adverse inference that the three appellants had built the house in Krishna Nagar, whereas a copy of the sale deed

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would show that the said house was bought and not built that by Nathu Ram and Jai Bhagwan, and were not-by the two of the three appellants.

In 1958 Ganpat Ram was allotted a D.D.A. Quarter No. 3 7 at Village Seelampur, Shahdara. By a notification dated 28th of May, 1966. Village Seelampur, Shahdara was declared to be an urban area. By Notification dated 27th March, 1979 issued under section 1(2) of the Delhi Rent Act (hereinafter called 'the Act') this village was subjected to the provisions of the said Act. During 1967-68 one Mrs. Sushila Devi was inducted into the quarter at Seelampur, consisting of a room, a kitchen and a bath room. This lady had applied for the allotment of the said quarter in her name sometime in 1974. On 20th of July. 1980. the authorities, in fact, allotted the said quarter to her. In 1965-70 Ms. Dev Karan and Kul Bhushan being the sons of Pearey Lal had been occupying the portion of the house at Krishna Nagar together with their family members and grand-father, Nathu Ram. Nathu Ram died in 1969. The other portion was occupied by one Kalu Ram and his family members being brother of Jai BhagWan. There are 18 people residing at the relevant time in the said house. The present landlord, the respondent herein, purchased the suit premises from the erstwhile landlord, Dina Nath on or about 9th April, 1973. On or about 28th of September, 1973, the present landlord applied to the competent authority under the Slum Act for permission to evict the appellants from the said premises. On 12th of December, 1974 the competent authority under the Slum Act granted permission to the landlord to proceed in eviction against the three appellants. On or about the 16th of April, 1975, the respondent herein filed three eviction suits against the appellants on the grounds contained in section 14(1)(a),(h) & (j) of the Act. On 31st of January, 1977, it was held by the Additional Rent Controller, Delhi that the ground under section 14(1)(h) was made out against all the three appellants. The ground under section 14(1)(a) was also upheld but the appellants were asked to deposit arrears of rent within a month from the date of the order so as to avail the benefit of section 15(1) of the Rent Act which the appellants availed of. On or about 24th April, 1979, the Rent Control Tribunal confirmed the decree in ejectment on appeal under section 14(1)(h) of the Act against the three appellants. On further appeal the High Court construed section 14(1)(h) of the Act to mean that a Building constructed by the tenant which is outside the purview of the Delhi Rent Act on the date of the application for ejectment, was yet within section 14(1)(h) and the tenant was liable to be ejected.

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In appeal before us, it was submitted on behalf of the appellants that in none of the three judgments, there was any finding as to the suitability of the residence that is built, allotted or of which the tenant was acquired vacant possession of. None of the courts has re-examined the size of the space, the distance and inconvenience that might be caused, the number of persons in the tenants' families or the state of residence built or allotted by or to the tenants. Aggrieved by the aforesaid judgment of the High Court dated 28th August, 1980, the tenants have come up in appeal.

In this case the learned Addl. Rent Controller had passed an order of eviction under clause (h) of section 14(1) of the said Act against all the three appellants as mentioned before. The said decision was upheld by the Tribunal. It has been held by the courts below that the three tenants have built and acquired vacant possession of the residential house at A-6/25 Krishna Nagar, Lal Quarter,

Delhi. It was held that Ganpat Ram, one of the tenants-appellants has been allotted residential quarter at 317, Seelampur III, Shahdara, Delhi. Before the High Court the judgments of the Rent Controller as well as the Tribunal were challenged on the grounds, inter alia, that none of the three tenants had built or acquired vacant possession of the residential house No. A-6 25, Krishna Nagar, near Lal Quarter, Delhi. It was further submitted that in any case the respondent-landlady was not entitled to claim eviction under clause (h) on the grounds of waiver and laches. Counsel submitted before the High Court that Ganpat Ram had not been allotted the quarter at Seelampur and that in any case he was not in possession of the same. He further submitted that the Act was not applicable to the quarter alleged to have been allotted to Ganpat Ram, tenant and as such grounds covered by clause (h) were not available to the landlady. Lastly it was submitted that all the three ingredients mentioned in clause (h) of section 14 of the Act were applicable to the landlord. Section 14 of the Act is in Chapter-III and controls eviction of the tenants. The said section stipulates that notwithstanding anything to the contrary contained in any other law or contract, no order or decree for the recovery of possession of any premises shall be made by any court or Controller in favour of the landlord against the tenant. Clause (h) deals with the situation where the tenant has, whether before or after the commencement of the Act, built or acquired vacant possession of or has been allotted a residence.

The High Court noted the apparent purpose of providing clause (h) of sub-section (1) of section 14. The High Court was of the opinion that on account of rapid growth of population of Delhi, landlords were

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tempted to terminate the tenancies of the existing tenants and ask for their eviction in order to let out the premises to the pew tenants at high rents. Rent Control Legislation for Delhi and New Delhi was passed for the first time during the second world war and since then there has been Rent Control Legislation applicable to various urban areas in the Union Territory of Delhi. The Rent Control Act was enacted to provide for the control of rents and evictions. The object of clause (h), as is apparent, is not to allow the tenant more than one residence in Delhi. Therefore, it provided that in case that tenant builds a residence, the landlord could get his house vacated. It also provided that if the tenant acquires vacant possession of any other residence, he is not protected. Lastly, it also stipulated that if a residential premises has been allotted to a tenant, he is not entitled to retain the premises taken on rent by him. In the instant case, on the three causes on which the landlord can claim eviction were present against the tenant, the High Court held that these causes are not joint. These need not be conjointly proved or established. These were in the alternative. Therefore, if the landlord is successful in proving any one of the causes, he is entitled to an order of eviction against the tenant. Counsel for the appellants sought to urge before the High Court that if a tenant built a house, he must acquire its vacant possession before he can be evicted under clause (h). Similarly, it was submitted that if residential accommodation was allotted to a tenant then he must obtain vacant possession of the same. The word 'or' showed, according to the High Court, that these were different circumstances in which tenant was liable to be evicted. These were (i) if the tenant had built a new residence, or (ii) if he had acquired vacant possession of it or

(iii) if he had been allotted a residence.

The words 'built' and 'allotted' do not mean that after building residence or after allotment of a residence, the tenant must also acquire its possession. If a tenant builds a house and does not occupy it, he is liable to eviction, according to the High Court. Similarly, if a residence is allotted to a tenant, but he does not occupy it and allows others to occupy the same, he is not protected, according to the High Court. The Act provides that building of a house by tenant or allotment of residence to him is a ground of eviction available to the landlord against his tenant. The learned Judge of the High Court was of the view that it is not necessary for a landlord to prove either that the tenant has built and acquired vacant possession of the building or that he has been allotted and taken possession of the allotted premises.

The landlady in the eviction application alleged that the tenants

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had built and acquired vacant possession of a residential house at A-6 25, Krishna Nagar, near Lal Quarter, Delhi. It was denied by all the tenants but the Controller and the Tribunal on the basis of the evidence on record concluded that the three tenants have built and have also acquired vacant possession of the said residential premises. It was further held that the relatives of the three tenants were in actual physical possession of the said house at Krishna Nagar. It transpired from the record that Dev Karan. Kul Bhushan and Kalu Ram were admittedly related to the three tenants and were in occupation of house at Krishna Nagar as licensee of the three appellants-tenants. This is a finding of fact and could not have been challenged in second appeal before the High Court. Learned counsel for the tenants then submitted before the High Court that the landlady was a purchaser of the property from one Dina Nath and she and her vendor had also been aware that the tenants were owners of the house in Krishna Nagar. On account of this knowledge it was argued that the landlady-respondent had waived her rights under clause (h) of section 14(1) of the Act. The High Court found that there was no substance in the argument. There was no plea that the landlady ever waived or was guilty of laches. No evidence was led by the parties. The facts were that the respondent-landlady purchased this property from Dina Nath on 9th of April, 1973. There was nothing on record to show that Dina Nath was ever aware of the fact about building or acquiring a house at Krishna Nagar by the three tenants. The landlady on the 28th September, 1973 filed applications against the three tenants under section 19 of the Slum Area (Improvement & Clearance) Act, 1956 seeking permission to institute eviction proceedings. The required permission was granted by the competent authority on 12th of December. 1974 and the present eviction application out of which this appeal arises was filed on 16th of April, 1975. Therefore, there was no question of laches on the part of the landlady. She filed an application for permission after about six months from the date of purchase and she filed an eviction application after about four months from the date of the grant of permission by the Slum authority.

The landlady claimed eviction of Ganpat Ram, appellant-tenant, on another ground also, namely, that he has been allotted residential quarter at 317. Seelampur III. Shahdara. Delhi. This fact was denied by the tenant. A.W. 1 Naresh Chand, an Official of the D.D.A. brought the official record relating to the allotment of this quarter. It was proved

that the said quarter was allotted to him in 1958 and that possession was delivered to him. It was deposed that it was residential in nature. On behalf of the tenants, it was submitted before the High
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Court that the same was in possession of Sushila Devi. Sushila Devi had appeared as a witness. She admitted that the said quarter was allotted to the tenant, Ganpat Ram, the appellant. After allotment Ganpat Ram was entitled to occupy the allotted accommodation and possession was delivered to him. According to the said witness, he was not now in possession and somebody else was in possession. Evidence was adduced on behalf of the tenant that he was not in possession and somebody else was in possession. According to the High Court, if once the condition stipulated in clause (h) was fulfilled, by the tenant, he was disentitled to protection under the Act He cannot thereafter claim that he should be protected. We are of the opinion that the High Court was right.

It was further alleged that Seelampur area known as Seelampur where the allotted quarter was situated, was not governed by the Act and therefore ground covered by clause (h) was not available to the landlady. There is no plea and the High Court found taking into consideration all the relevant materials that there was no evidence to show that it was situated within the area which was not governed by the Act. We are in agreement with the learned Judge of the High Court.

Before us in appeal, however, several points were sought to be urged. It was urged that on a proper construction, there must be a suitable residence, that is to say, a good substitute for the petitioners or the landlord and a reasonable substitute.

Reliance was placed on the decision of this Court in Goppulal v. Thakurji Shriji Dwarkadheeshji and another, [1969] 3 SCR 989. There the Court was concerned with the sub-letting before the coming into force of the Act and was concerned with section 13(1)(e) of the relevant Act which used the expression "has sublet". The present perfect tense contemplated a completed event connected in some way with the present time. The words took within their sweep any sub-letting which was made in the past and had continued up to the present time. Therefore, this Court held that it did not matter that the sub-letting was either before or after the Act came into force.

The Delhi High Court in the case of Ved Prakash v. Chunilal, [1971] Delhi Law Times Vol. 7, 59, where the expression 'has' in the Delhi Rent Control Act. 1958 in section 14(1)(h) came up for consideration. It was held that the word 'has in clause (h) carries in itself the force of the present tense. It has therefore to be interpreted in terms of the words employed in the opening part of the proviso which are to the
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effect that the Controller may on an application made to him in the prescribed manner make an order for the recovery of the premises and those words meant that on the date of the application the tenant must be having a residence either because he might have built the same or might have acquired vacant possession thereof or it might have been allotted to him. Either of the three situations must be there on the date of the application. If that is not so, then clause (h) of the proviso to sub-section (1) of section 14 of the Act would have no application.

According to the learned single Judge of the Delhi High

Court, the word 'has' applied with the same force and velocity to the words 'built', 'acquired vacant possession of' and 'been allotted'. The last words 'a residence' again relate to all the three contingencies. The word 'has' contains in itself the meaning of presently possessing something. The ordinary English dictionaries while giving the meaning of word 'has' refer to the word 'have', which in turn means 'to hold', 'possess'.

The words 'has built' or 'has acquired' or 'has been allotted' clearly mean that the tenant has already built, acquired or been allotted the residence to which he can move and that on the date of the application for his eviction his right to reside therein exists. It was therefore held that the words as they stood associated with each other in clause (h) lead to the only conclusion that as on the date of the application the tenant must be possessing a clear right to reside in some other premises than the tenancy premises as a matter of his own rightful choice either because he may have built such premises or acquired vacant possession thereof or the same may have been allotted to him.

In Smt. Revti Devi v. Kishan Lal, [1970] Rent Control Reporter Vol. II, 71 Deshpande, J. of the Delhi High Court had occasion to construe section 14(1)(h) of the Act. The landlord there applied for eviction of his tenant on the ground that the tenant had acquired vacant possession of another residence within the meaning of section 14(1)(h) of the Act. The tenant defended that he had not acquired any residence and that the alleged residence had in fact been acquired by his wife and his sister-in-law jointly. The Rent Control Tribunal held that the view that under section 14(1)(h) the tenant was liable to be evicted only if he himself had acquired the vacant possession of another residence and not by any other member of his family including the wife. The question which came up before the Court for decision was whether the acquisition of a separate residence by the wife of the

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tenant was sufficient ground for the eviction of the tenant by the landlord under proviso (h) of sub-section (1) of section 14: That, however, is not the question here.

In Naidar Mal v. Ugar Sain Jain and another, A.I.R. 1966 Punjab 509, the court had to construe, inter alia, section 13(1)(h) of the Delhi and Ajmer Rent Control Act, 1952. There under section 13(1)(h) of the said Act in order to be liable for eviction, the tenant must have built a suitable residence. The Court was of the opinion that merely because the tenant had built a house, would not be a ground for ejectment within the meaning of section 13(1)(h). The words 'suitable residence' must be read with all the terms namely 'built' 'acquired vacant possession of' or 'been allotted'. Although the onus to prove facts within the special knowledge of a party must be on him, a landlord bringing a suit for eviction under section 13(1)(h) of the said Act must first allege the existence of grounds entitling him to a judgment. The residence of the tenant must be suitable one.

In Siri Chand v. Jot Ram, (Punjab Law Reporter Vol. LXIII, 1961 at page 915), the Punjab High Court had to construe the Delhi and Ajmer Rent Control Act, 1952 and it was held that on the date of the suit for ejectment of the tenant, in order to succeed, all that the landlord had to show was that he was the landlord and secondly., that defendant was his tenant and thirdly the tenant has, whether before or after the commencement of the Delhi and Ajmer Rent Control Act, either built a suitable residence, or been allotted a suitable residence.

The decision of the Delhi High Court in Govindji Khera v. Padma Bhatia Attorney, [1972] Rent Control Reporter, Vol 4. 195 to which our attention was drawn, does not advance the case any further.

Before we discuss the other aspect the result of the several decisions to which reference has been made above, indicate that the position in law is that the landlord in order to be entitled to evict the tenant must establish one of the alternative facts positively, either that the tenant has built, or acquired vacant possession of or has been allotted a residence. It is essential that the ingredients must be pleaded by the landlord who seeks eviction but after the landlord has proved or stated that the tenant has built acquired vacant possession or has been allotted a residence, whether it is suitable or not, and whether the same can be really an alternative accommodation for the tenant or not, are within the special knowledge of the tenant and he must prove and establish those facts. The other aspect is that apart from the question

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of limitation to which we shall briefly refer is that the landlord must be quick in taking his action after the accrual of the cause of action, and if by his inaction the tenant allows the premises to go out of his hands then it is the landlord who is to be blamed and not the tenant. In the light of these, we have now to examine whether the suit in the instant case was barred by the lapse of time. But quite apart from the suit being barred by lapse of time, this is a beneficial legislation, beneficial to both the landlord and the tenant. It protects the tenant against unreasonable eviction and exorbitant rent. It also ensures certain limited rights to the landlord to recover-possession on stated contingencies.

The next aspect of the matter is which article of the Limitation Act would be applicable. Reference was made to Article 66 and Article 67 of the Limitation Act, 1963 (hereinafter called the Limitation Act) which stipulates that for possession of immovable property the cause of action arises or accrues when the plaintiff has become entitled to possession by reason of any forfeiture or breach of condition. Article 67 stipulates a period of twelve years when the tenancy is determined. Article 113 deals with suit for which no period of limitation is provided elsewhere in this Schedule. On the facts of this case it is clear that Article 66 would apply because no determination in this case is necessary and that is well-settled now. Determination by notice under section 106 of the Transfer of Property Act is no longer necessary.

It is well-settled that time begins to run from the date of the knowledge. See in this connection the decision of Harbans Singh and another v. Custodian of Evacuee Property 'P' Block and others, A. I. R. 1970 Delhi 82 though that was a case under a different statute and dealt with a different article. See also Ujagar Singh v. Likha Singh and another, A.I.R. 1941 Allahabad 28 at page 30. The Division Bench of the Punjab and Haryana High Court in Somdass (deceased). v Rikhu Dev Chela Bawa Har Jagdass Narokari, Punjab Law Reporter Vol. 85., 184 held that in a suit for possession under Article 113 of the Limitation Act, material date is one on which the right to sue for possession arises.

In K.V. Ayyaswami Pathar and another v.M.R. Ry. Manavikrama Zamorin Rajah and others, A.I.R. 1930 Madras 430, it was held that where a claim is based upon a forfeiture of a lease by reason of alienation of the demised land and nothing else, the article applicable for the purpose of limita-

tion was clearly Article 143 and the limitation commences to run from the date of the alienation. Here
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accrual of the right of the landlord is not challenged. The knowledge is indisputably in 1973 looked at from any point of view. There is no question of limitation in this case.

In the premises, we are of the view that the High Court was right and the appeals must fail and are accordingly dismissed with costs.

N.P.V. Appeals dismissed.

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