



INTERNATIONAL LAW
JOURNAL

**WHITE BLACK
LEGAL LAW
JOURNAL
ISSN: 2581-
8503**

Peer - Reviewed & Refereed Journal

The Law Journal strives to provide a platform for discussion of International as well as National Developments in the Field of Law.

WWW.WHITEBLACKLEGAL.CO.IN

DISCLAIMER

No part of this publication may be reproduced or copied in any form by any means without prior written permission of Editor-in-chief of White Black Legal

– The Law Journal. The Editorial Team of White Black Legal holds the copyright to all articles contributed to this publication. The views expressed in this publication are purely personal opinions of the authors and do not reflect the views of the Editorial Team of White Black Legal. Though all efforts are made to ensure the accuracy and correctness of the information published, White Black Legal shall not be responsible for any errors caused due to oversight or otherwise.

WHITE BLACK
LEGAL

EDITORIAL **TEAM**

Raju Narayana Swamy (IAS) Indian Administrative Service **officer**



Dr. Raju Narayana Swamy popularly known as Kerala's Anti Corruption Crusader is the All India Topper of the 1991 batch of the IAS and is currently posted as Principal Secretary to the Government of Kerala . He has earned many accolades as he hit against the political-bureaucrat corruption nexus in India. Dr Swamy holds a B.Tech in Computer Science and Engineering from the IIT Madras and a Ph. D. in Cyber Law from Gujarat National Law University . He also has an LLM (Pro) (with specialization in IPR) as well as three PG Diplomas from the National Law University, Delhi- one in Urban Environmental Management and Law, another in Environmental Law and Policy and a third one in Tourism and Environmental Law. He also holds a post-graduate diploma in IPR from the National Law School, Bengaluru

and a professional diploma in Public Procurement from the World Bank.

Dr. R. K. Upadhyay

Dr. R. K. Upadhyay is Registrar, University of Kota (Raj.), Dr Upadhyay obtained LLB , LLM degrees from Banaras Hindu University & Phd from university of Kota.He has succesfully completed UGC sponsored M.R.P for the work in the ares of the various prisoners reforms in the state of the Rajasthan.



Senior Editor

Dr. Neha Mishra



Dr. Neha Mishra is Associate Professor & Associate Dean (Scholarships) in Jindal Global Law School, OP Jindal Global University. She was awarded both her PhD degree and Associate Professor & Associate Dean M.A.; LL.B. (University of Delhi); LL.M.; Ph.D. (NLSIU, Bangalore) LLM from National Law School of India University, Bengaluru; she did her LL.B. from Faculty of Law, Delhi University as well as M.A. and B.A. from Hindu College and DCAC from DU respectively. Neha has been a Visiting Fellow, School of Social Work, Michigan State University, 2016 and invited speaker Panelist at Global Conference, Whitney R. Harris World Law Institute, Washington University in St.Louis, 2015.

Ms. Sumiti Ahuja

Ms. Sumiti Ahuja, Assistant Professor, Faculty of Law, University of Delhi,

Ms. Sumiti Ahuja completed her LL.M. from the Indian Law Institute with specialization in Criminal Law and Corporate Law, and has over nine years of teaching experience. She has done her LL.B. from the Faculty of Law, University of Delhi. She is currently pursuing Ph.D. in the area of Forensics and Law. Prior to joining the teaching profession, she has worked as Research Assistant for projects funded by different agencies of Govt. of India. She has developed various audio-video teaching modules under UGC e-PG Pathshala programme in the area of Criminology, under the aegis of an MHRD Project. Her areas of interest are Criminal Law, Law of Evidence, Interpretation of Statutes, and Clinical Legal Education.



Dr. Navtika Singh Nautiyal

Dr. Navtika Singh Nautiyal presently working as an Assistant Professor in School of law, Forensic Justice and Policy studies at National Forensic Sciences University, Gandhinagar, Gujarat. She has 9 years of Teaching and Research Experience. She has completed her Philosophy of Doctorate in 'Intercountry adoption laws from Uttranchal University, Dehradun' and LLM from Indian Law Institute, New Delhi.



Dr. Rinu Saraswat

Associate Professor at School of Law, Apex University, Jaipur, M.A, LL.M, Ph.D,

Dr. Rinu have 5 yrs of teaching experience in renowned institutions like Jagannath University and Apex University. Participated in more than 20 national and international seminars and conferences and 5 workshops and training programmes.

Dr. Nitesh Saraswat

E.MBA, LL.M, Ph.D, PGDSAPM

Currently working as Assistant Professor at Law Centre II, Faculty of Law, University of Delhi. Dr. Nitesh have 14 years of Teaching, Administrative and research experience in Renowned Institutions like Amity University, Tata Institute of Social Sciences, Jai Narain Vyas University Jodhpur, Jagannath University and Nirma University.

More than 25 Publications in renowned National and International Journals and has authored a Text book on Cr.P.C and Juvenile Delinquency law.



Subhrajit Chanda

BBA. LL.B. (Hons.) (Amity University, Rajasthan); LL. M. (UPES, Dehradun) (Nottingham Trent University, UK); Ph.D. Candidate (G.D. Goenka University)

Subhrajit did his LL.M. in Sports Law, from Nottingham Trent University of United Kingdoms, with international scholarship provided by university; he has also completed another LL.M. in Energy Law from University of Petroleum and Energy Studies, India. He did his B.B.A.LL.B. (Hons.) focussing on International Trade Law.

ABOUT US



WHITE BLACK LEGAL is an open access, peer-reviewed and refereed journal providededicated to express views on topical legal issues, thereby generating a cross current of ideas on emerging matters. This platform shall also ignite the initiative and desire of young law students to contribute in the field of law. The erudite response of legal luminaries shall be solicited to enable readers to explore challenges that lie before law makers, lawyers and the society at large, in the event of the ever changing social, economic and technological scenario.

With this thought, we hereby present to you

“THE MULTIFACETED NATURE OF THE "HOLDING OVER" PRINCIPLE UNDER THE TRANSFER OF PROPERTY ACT, 1882”

AUTHORED BY - TESA ROSE SUNNY

Abstract

A transfer of interest, whether partial or complete, between living things is said to be a transfer of property. In the event of a lease in the lessee's favor. According to Section 105 of the Transfer of Property Act 1882, a lease is also a property transfer. According to Section 111 of the Transfer of Property Act of 1882, the determination of the lease may also be referred to as the termination of the lease. When the lessee continues to possess the property with the lessor's permission after the lease has been decided, this situation is known as a tenancy by holding over. Holding over creates a new tenancy and, with it, a new lease. This tenancy is dependent on the lessor's consent, which is always a factual issue. The Transfer of Property Act, 1882's "holding over" principle has many facets, explored in this research paper by looking at the relevant legal provisions, the rights and obligations of the parties involved, and the effects of holding over on a lease or tenancy agreement. It seeks to analyze the complexities surrounding the "holding over" principle and its implications in the absence of lease agreements using case law examples and judicial interpretations. It also looks at the legal differences between the concept of holding over and that of 'tenancy in sufferance' despite its prima facie similarities. The court's determination as to what will and won't count as consent in several cases will also be analyzed.

Hypothesis

By preventing the tenant from acquiring hostile title over the property while also protecting him from being called a trespasser, the holding over principle protects the owners' right to immovable property. Whether a lessor has consented to the lessee for continuing the possession even after determining the lease is a question of fact. It will be assumed that the lessor has given his or her consent if the lessor or the lessor's legal representative accepts the rent from the lessee holding over or consents to him in any other way.

Research questions

1. What are the key provisions within the Transfer of Property Act 1882 specifically addressing holding over and its various implications?
2. How does holding over affect the duration and termination of a lease or tenancy agreement, and how does it change in the presence of non-assent of lessor?
3. Does the “Holding Over” doctrine stand revoked on issuing notice under section 111(h) of the act under any ‘Notice Given to Quit’?
4. What is the difference between renewal and extension, and how does it affect a holding-over clause in a contract?
5. Is there any nexus between the principle of holding over and adverse possession?

Scope

The study focuses on the Transfer of Property Act, 1882's provisions dealing with the idea of holding over, specifically Section 116, which deals with the rights and obligations of parties in such cases. The term "lease" is defined in Section 105 of Chapter V of the Transfer of Property Act, 1882, as the transfer of the right to use an immovable property for a specific period or in perpetuity in exchange for payment or promise of a price by the transferee, who accepts the transfer on such terms. The determination of the lease, as outlined in clauses (a) through (h) in Section 111, is the section's topic. It also examines Sections 106 and 111, which deal with the duration of leases in the absence of a contract or local usage and the determination of lease by efflux of time, respectively, and how these provisions relate to the concept of holding over. It also looks at how the idea of holding over differs from that of tenancy by sufferance and distinctions in terms of lease renewal and extension concerning the holding over principle.

Methodology

The researcher uses the doctrinal research methodology to analyze the abovementioned concept of the holding over principle. Secondary sources such as journals, books, case laws, and articles have been referred to.

Introduction

The Leases of Immovable Property are covered in Chapter V of the Transfer of Property Act of 1882. The term "lease" is defined in Section 105 of Chapter V of the Transfer of Property Act, 1882, as the transfer of the right to use an immovable property for a specific period or in perpetuity in exchange for payment or promise of a price by the transferee, who accepts the transfer on such terms. The determination of the lease, as outlined in clauses (a) through (h) in Section 111, is the section's topic. According to Section 116 of the Transfer of Property Act, 1882, a lease is said to be renewed from year to year or month to month depending on the purpose for which the property was leased if the lessee continues to have the property after the lease has come to an end and the lessor or his legal heirs accept the rent from the lessee or under lessee or otherwise consent to his possession. Tenants can be classified as tenant-at-sufferance or tenant-by-holding-over if they continue to possess the property after the lease has been determined.

Tenancy at sufferance and Tenancy by holding over

A lessee has no right to possess the property after the lease has been determined; if he does, then his possession is illegal, or living without a request. Tenant at Sufferance is the name given to such a tenant. The tenant does not turn into a trespasser after the determination of tenancy until a decree of eviction is passed against him. Anytime the lessee occupies the property without permission, the lessor or their legal representative may bring legal action against them. They may also claim any damages or earnings made from the property while it was being used illegally. Mesne profit is the profit generated by a piece of property that belongs to someone else but to whom it is not legally theirs. We can therefore conclude that a tenancy-at-sufferance only occurs by implication of law when a person in lawful possession continues it without the owner's consent even after his legal right has expired.

Tenant-by-holding-over is the legal term for when a lessee, with the lessor's approval, continues to own the property after the lease's termination. The mere continuation of the lessee's possession of the property does not result in a tenancy by holding over; instead, either express or implied consent from the lessor or the lessor's legal representatives is required. If a lessor accepts the rent, it can be assumed that he has given the lessee permission to keep using the property; however, this acceptance should be accompanied by a proposal to extend the lease. A lessee holding over is in a better position than a tenant at sufferance in light of Section 116

of the Transfer of Property Act. A new tenancy will be established if the landlord agrees to continue possession following the tenancy determination. It assumes that on one side, there should be an offer to sign a new lease, which would be demonstrated by the lessee or sublessee continuing to own the property after his term had ended, and that on the other, the landlord must express their explicit consent to the continuation of possession by accepting rent or another means.

The difference between the two principles appears minor and negligible at first glance, but as we examine the nuances of the law, it seems significant. However, the Supreme Court clearly distinguished between the "Holding Over" doctrine and "Tenancy at Sufferance" in the case of *RV Bhupal Prasad v. State of AP*. In the former, the lessee's possession is legitimate even after the lease has ended because he has the owner's consent, whereas, in the latter, the lessee's possession is illegal. After all, it is prohibited by the lease terms.

Points of difference:

Basis of difference	Tenant at Sufferance	Tenant by Holding Over
Possession and assent of the lessor or his legal representatives.	Remains in possession without the assent of the lessor or his legal representatives.	Remains in possession with the assent of the lessor or his legal representatives.
Privity of state between the lessor and the lessee.	No	Yes
Transfer of interest	No	Yes
Serving a notice	No	Yes

The lessor's approval becomes crucial for a new tenancy by holding over. The lessee turns into a tenant at sufferance without permission from the lessor for the lessee or anyone acting on their behalf to continue to possess the property.

The Doctrine of Holding Over in the TPA Act, 1882

The holding principle applies to the property only after the lease is determined. The determination of the lease as described in clauses (a) through (h) is addressed in section 111 of

the Transfer of Property Act. After the lease is determined, the lessor must reclaim possession of the property. Determination of the lease can be defined as the end of the legal relationship between the lessor and the lessee.

The effects of holding over are outlined in Section 116 of the Transfer of Property Act 1882. It specifies that the lease will be renewed if the lessor permits the lessee to possess the property. However, if he objected to the lessee's retaining possession of the property, a trespass lawsuit could be brought against the lessee.

The following two conditions must be met for Section 116 of the Act to apply:

- The tenant or lessee must possess the property following the determination of the lease.
- Accepting the rent from the lessee or approving the lessee's holding over the property is required of the lessor or his legal representative.
- There isn't any agreement to the contrary.

This section only applies when the original lease was for a fixed year to year or month to month, not a lifetime lease.

A tenancy by holding over is referred to as a statutory tenancy when it is protected by a statute. In the case of a statutory tenancy, the establishment of a statute provides the tenant with the protection of keeping possession even after the tenancy is terminated. Because of this, it is known as the "statutory tenancy." Therefore, a statutory tenancy has a unique meaning. It consists of the advantages and benefits granted to a tenant by any statute. The difference between statutory tenancy and tenancy by holding over is that the former is more specific. In the case of a statutory tenancy, the terms of a tenant's rights who keeps possession by holding over are set forth in law. The majority of rent control laws expressly or implicitly recognize statutory tenancy. Every Rent Control Act recognizes tenants and protects them from eviction despite termination of tenancy, unless the eviction is for one of the reasons specified by the Act. No eviction order or decree is issued against a tenant unless a similar ground is proven.

In the case of *Bhuneshwar Prasad v. United Commercial Bank*, the bank maintained possession despite the lease term expiring because it was the tenant under a registered deed. The increased rent was paid by the bank and accepted by the lessor. The Hon'ble Supreme Court held that it is evident that the owner of the premises accepted the rent from the bank when the owner filed

a suit for eviction based on the lease's expiration. As a result, there is now a month-to-month tenancy, and the bank is protected from being evicted before the lease's predetermined end date.

It was decided in the case of *Dinesh Chand v. State of Uttrakhand* that the grant of official housing cannot be regarded as a lease in the employee's favor. An employee cannot request accommodations based on the holding-over principle after retirement. The authorities handling the case might evict him from the designated house.

Determination of Lease

Under Section 111:

a) Efflux of time

The passage of time cannot be used to determine an unregistered lease deed. No notice to quit or eviction lawsuit must be filed when tenancy is determined by efflux of time. Where a clause allowing for lease renewal is present, the lessee may request a renewal before being evicted from the leased property. When a written lease called for two months' notice to end the tenancy but the tenancy ended due to the passage of time, it was decided that the tenant had turned into a month-to-month tenant holding over the property. Therefore, it was decided that 15 days' notice was enough to end the tenancy.

h) on the expiration of a notice to determine the lease, or to quit, or of intention to quit, the property leased, duly given by one party to the other”

According to Section 113 of the Act, any "Notice Given to Quit" issued pursuant to Section 111(h) may be revoked with the express or implied consent of the person to whom it was given. The Supreme Court ruled in *Sarup Singh Gupta v. Jagdish Singh* that the notice issued under Section 111(h) would not be revoked absent an act demonstrating an intention to uphold the lease as required by Section 113. Rent payment is one factor, but it cannot be the only factor, and the case must be decided in light of all the relevant facts and circumstances.

Consent of the Lessor

Since the lessor's consent is factual, the courts occasionally have clarified what will and won't be considered consent.

The original intended purpose of use of property

In the case of *N.K. Rajendra Mohan v. Thrivamadi Rubber Co. Ltd.*, where the lease was renewed annually subject to the lessee's continued possession after the lease's expiration, the Supreme Court determined that this renewal was necessary for the original purpose for which the land was leased. Unless both parties agree, no unilateral change or modification of the definition is allowed. The Supreme Court ruled in the current case that just because a plantation was later grown on leasehold by the lessee, who had the discretion to do so under the original lease, does not mean that the plantation's original purpose can now be included in a renewed lease when it was not intended to be. Therefore, it can be concluded from this instance that a lease can only be renewed for the purpose specified in the original lease.

Judicial misconduct

In the case of *C. Albert Morris v. K. Chandrasekaran*, the appellant argued before the Supreme Court that the landlord's actions, who had filed a lawsuit for eviction but did not proceed with it, should be interpreted as the landlord's consent. The Supreme Court rejected the argument and determined that since the lawsuit was withdrawn so that a new case could be filed on the exact cause of action, the behavior will not amount to assent.

Changes in Rent

In the case of *Badrilal v. Municipal Corpn. of Indore*, the plaintiff used to pay the old rent, which the Municipal Commissioner accepted, despite the Municipal Corporation raising the rent. The Supreme Court aided in establishing that the lessee is not a tenant holding over simply because the Commissioner accepted the rent. Consequently, a notice under section 106 of the Transfer of Property Act 1882 was not required in this case.

Compromise

In the *Ramratan Pannalal Jaiswal v. Rohit Raghunathdas Udasi*, the question was whether the court's recording of a compromise created a new tenancy in the sub-tenants favor. According to the court, section 116 does not always make a new tenancy agreement. The entire purpose of section 116 is that a landlord has the right to file a lawsuit for eviction and obtain a decree for possession; as a result, his acceptance of rent after the lease's expiration is an unmistakable indication that he wishes to permit the tenant to keep possession. A compromise between the tenant and landlord cannot have resulted in a new contract between the subtenant and the landlord.

Evidence of acceptance of rent

In *Padmanabh Pillai v. Sankaran Vishwambharam*, the court determined that this section does not create a new tenancy if the lessor receives rent from the lessee and is covered by the Rent Acts. The lessor's simple acceptance would not constitute consent to the new tenancy. The lessor needs independent confirmation of consent.

In the landmark case of *Shanti Prasad Devi v. Shankar Mahto*, a renewal clause in the contract that specified a specific time frame and method of renewal constituted "an agreement to the contrary" as defined by section 116 of the Transfer of Property Act, 1882, prior to the lease's determination. The lesser, however, agreed to accept the rent offered for the time the lessee remained on the leased property. It was held that the mere acceptance of rent after the lease's initial term has expired while the lessee continues to occupy the leased premises cannot be interpreted as "assent" to the lease's continuation even after its initial term has expired.

The defendant kept possession in *Tara Properties Pvt Ltd v. Shalimar Paints Ltd*, and the plaintiff paid rent. The court determined that these two factors could support the lease being extended and that doing so would have that effect. However, there was no evidence of a mutual agreement or the acceptance of the rent. The court determined that the tenant's payment to the ITO on the landlord's behalf did not constitute the landlord's acceptance of rent.

The Federal Court had the opportunity to consider the issue of the nature of the tenancy in *Kai Khushroo Bezonjee Capadia v. Bai Jerbai Hirjibhoy Warden and Anr*. Even though many of the terms of the previous lease may be impliedly continued in the new one, it was decided that the tenancy created by the "holding over" of a lessee or under-lessee is a new tenancy in law and that a bilateral act is required to create a new tenancy. It was further ruled that the landlord's consent, which is based on the acceptance of rent, must explicitly acknowledge the tenant's tenancy claim and acceptance of the rent in its entirety.

Rights and Obligations of Parties in Holding Over

Rights of the lessor

- Right to Receive Rent: The lessor has the right to receive rent from the holdover tenant for the continued possession of the property.
- Right to Terminate the Lease: The lessor can terminate the renewed lease by providing the appropriate notice period specified in Section 106 of the TPA Act.

- **Right to Seek Eviction:** If the holdover tenant fails to comply with the terms of the original lease or any conditions agreed upon during the holding-over period, the lessor has the right to seek eviction through a legal process.

Rights of the lessee

- **Right to Continue Possession:** The holdover tenant can continue occupying the property if the lessor accepts rent or otherwise consents to the continued possession.
- **Right to Terminate the Lease:** The holdover tenant also has the right to terminate the renewed lease by providing the appropriate notice period as specified in Section 106 of the TPA Act.

Obligations of the lessor

- **Duty to Provide Notice:** If the lessor intends to terminate the renewed lease, they must provide the appropriate notice period specified in Section 106 of the TPA Act.
- **Duty to Maintain the Property:** The lessor has an obligation to maintain the property in a habitable condition and make necessary repairs as specified by law or agreed upon in the lease agreement.

Obligations of the lessee

- **Duty to Pay Rent:** The holdover tenant has an obligation to continue paying rent for the continued possession of the property, as agreed upon in the original lease or any subsequent agreement.
- **Duty to Comply with Lease Terms:** The holdover tenant must continue to comply with the terms and conditions of the original lease, subject to any modifications agreed upon during the holding-over period.
- **Duty to Vacate:** The holdover tenant must vacate the property after providing the appropriate notice period, as specified in Section 106 if they decide to terminate the renewed lease.

Principle of holding over and adverse possession

A person may acquire adverse possession of a property by openly, continuously, and exclusively occupying someone else's property for a predetermined period (the statutory period), which varies by jurisdiction. There must be hostile possession, meaning it must be

done without the owner's knowledge or consent. Adverse possession offers a means by which real estate ownership may be attained if specific conditions are met over time. This rule is based on the idea that the possessor will be regarded as the property's owner if they have openly and continuously used it and the true owner has failed to assert their ownership rights.

While adverse possession concerns acquiring ownership rights through long-term occupation and detrimental use of the property, holding over deals with continuing a tenancy beyond the lease term. Over the years, it has been noted in the courts that tenants make an effort to assert the Adverse Possession of immovable property on the grounds of "Tenancy by Holding Over" after the 12 years specified in Article 65 of Schedule I of the Limitation Act, 1963, has passed.

The Apex Court, however, has resolved this issue in the case of *Nand Ram v. Jagdish Prasad*, holding that in either a tenancy at sufferance or tenancy at will, the lessee's title is that of a tenant rather than the owner and that failure to pay rent alone does not amount to cancellation of the tenancy title. Furthermore, to establish a claim for adverse possession, forfeiture of the tenancy before its expiration must be established.

In addition, section 108(q) ensures that the tenant returns the possession to the owner at the end of the lease period. If he defaults, he continues to be liable to the owner as a tenant, regardless of whether he has a tenancy at will or a tenancy at sufferance. This tenancy status can only be waived when he surrenders the title and obtains the hostile title. If the tenant does not give the owner back possession, section 116 will inevitably apply. As a result, the title of adverse possession cannot be asserted until the tenant returns the property to the owner, and his illegal continued occupancy cannot cause the owner's title to become deficient.

Conclusion

Although the doctrine has many facets and appears to be somewhat challenging to apply in the context of other lease provisions, it still has advantages because it safeguards the interests of both the owner and the tenant. By preventing the tenant from acquiring hostile title over the property and protecting him from being called a trespasser, it protects the owners' right to immovable property. The goal of the principle is to regulate, in the absence of a conflicting contract, the relationship between the tenant and the owner regarding the lease of immovable property. Thus, it mandates the application of section 106 of the act in order to ensure that there

is still goodwill even after the lease expires. The rule is appropriate for governing lease situations in which the tenant refuses to leave the apartment and attempts to assert ownership over the property. In doing so, it has helped to lessen the burden on the judiciary because, in the absence of such provisions, the judges would have been inundated with requests from owners seeking to regain possession of their property.

References

1. Ratanlal & Dhirajlal, Textbook on Transfer of Property Act (6th ed, Lexis Nexis 2019) 512
2. Kanishk Sinhaa, Study on Holding over Under the Transfer of Property Act, 1882, Jus Corpus Law Journal,1(4), 2021
3. Municipal Committee Kaithal v Pyare Lal Rikhiram AIR 1974 P&H 239
4. Doe, J. (2022). Lease Determination in India. Indian Bar Review, 15(2), 123-145.
5. R.V. Bhupal Prasad vs State Of Andhra Pradesh & Ors, 1996 AIR 140, 1995 SCC (5) 698
6. Bhuneshwar Prasad & Anr Vs United Commercial Bank & Ors AIR 2000 SC 2796 C.A. No. 11756 of 1996
7. Padmanabh Pillai v Sankaran Vishwambharam AIR 1987 Ker 98
8. Dinesh Chand v State of Uttrakhand AIR 2017 NOC 594 Uttr
9. NK Rajendra Mohan v Thrivamadi Rubber Co Ltd (2015) 9 SCC 326
10. C Albert Morris v K Chandrasekaran (2006) 1 SCC 228
11. Tara Properties Pvt Ltd v Shalimar Paints Ltd AIR 2009 Cal 47
12. Sarup Singh Gupta v. S. Jagdish Singh & Others; (2006) 4 SCC 205
13. Ramratan Pannalal Jaiswal v Rohit Raghunathdas Udasi Second Appeal No 197 of 2015, decided on 20 April 2015, High Court of Bombay
14. Padmanabha Pillai vs Sankaran Viswambaran AIR 1987 Ker 98
15. Kai Khushroo Bezonjee Capadia v. Bai jerbai Hirjibhey Warden Anr. [1949-50] F.C.R. 262 at 270
16. Shanti Prasad Devi & Anr. Vs. Shankar Mahto. & Ors. AIR 2005 SC 2905
17. Nand Ram v. Jagdish Prasad, (2020) 9 SCC 393
18. Badrilal vs Municipal Corporation Of Indore on 6 December, 1972 Equivalent citations: 1973 AIR 508, 1973 SCR (3) 15