



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

%

*Reserved on: 15<sup>th</sup> December, 2023*

*Pronounced on: 02<sup>nd</sup> March, 2024*

+

**CS(COMM) 25/2018**

**SHARP MINT LTD.**

..... Plaintiff

Through: Mr. Bhaskar Tiwari & Mr. Ramakant  
Shukla, Advocates.

versus

**ORIENTAL INSURANCE COMPANY LTD.**

.....Defendant

Through: Mr. Anant Prakash, Advocate.

**CORAM:**

**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA**

**J U D G M E N T**

**NEENA BANSAL KRISHNA, J.**

1. The present Suit for Recovery of Rs. 13,58,22,084/- has been filed on behalf of the plaintiff.
2. Briefly stated, the plaintiff is a Company incorporated under the Companies Act, 1956 having its registered Office at Sharp House, Plot No. 9, LSC, Gujranwala Town-I, Delhi-110009.
3. The plaintiff has a unit to manufacture aromatic chemicals and essential oils at C-15, SMA Co-operative Industrial Estate, New Delhi. The plaintiff/Company was initially known as Sharp Menthol India Limited. The name of the plaintiff Company was changed from 25.11.2011, to Sharp Global Ltd and w.e.f. 17.09.2014, but was subsequently again changed to Sharp Mint Ltd. The plaintiff/Company is a large producer of mint ingredients, including natural menthol and mind blends and has been



accredited with ISO 9001: 2015 and ISO 22000 Certification and its products cater to various global industries.

4. The case of the plaintiff is that it had obtained *Standard Fire & Special Perils Insurance Policy* from the defendant to cover its all stocks lying at its factory premises at C-15, SMA Co-operative Industrial Estate, Delhi upto Rs. 100 crores. It sought renewal of the said Policy to cover risk of its all stocks in whatever form lying in its factory premises. A Provisional Cover Note dated 07.05.2014 bearing No. 177305 was issued by the defendant to cover the risk under the Standard Fire and Special Perils Policy with additional covers for earthquake and Storm, Tempest, Flood, Inundation (STFI), from 08.05.2014 to 07.05.2015. The schedule of the Policy was issued by the defendant on 31.07.2014.

5. The plaintiff also obtained an additional Standard Fire and Special Perils Policy from *Universal Sompo General Insurance Company Limited* in order to cover its building, plant, machinery and stocks at the aforementioned location for the period of 07.10.2013 to 06.10.2014. The said Policy covered loss to the building upto Rs. 1,00,00,000/- ; plant and machinery upto Rs. 4,00,00,000/- and stocks upto Rs. 50,00,00,000/-.

6. It is stated that on 30.05.2014, Delhi and Districts of its neighbouring States Haryana and Uttar Pradesh i.e., Faridabad, Gurgaon, Noida and Greater Noida experienced a severe squall/storm followed by rainfall, in the evening hours of 30.05.2014 which uprooted many trees, snapped off power lines and caused damage to many properties in and around Delhi.

7. It is submitted that there were seven distillation plants (P-01 to P-07) installed in the manufacturing unit of the plaintiff/Company. All the plants i.e., P-01 to P-07, except P-04 were in operation on 30.05.2014. At about



05:00 PM, one of the Engineers noticed that the upper part of the Column of the plants i.e., P-01 to P-05, were leaning towards the Property bearing No. C-17, SMA Industrial Estate due to severe squall/storm and within the minutes, the Columns along with the structure started falling towards the building of another factory at C-17, SMA Industrial Estate.

8. The Engineer also noticed a fire in the Columns and Vessels, and the Fire Department was intimated accordingly. The entire factory area was evacuated and as an additional precautionary measure, the staff and workers were shifted out of the factory premises.

9. The plaintiff on the next day itself i.e. on 31.05.2014 informed both the Insurance Companies about the loss suffered by it due to the squall/storm on 30.05.2014.

10. The defendant/Insurance Company appointed M/s Cunningham & Lindsey International Insurance Surveyors and Loss Assessors Private Limited, who visited the site on 02.06.2014 for inspection to make an assessment of the losses caused to the stock.

11. The other Insurance Company i.e., Universal Sompo General Insurance Company appointed Mr. B.I. Subramaniam as Surveyors to conduct the survey and assess the loss.

12. The plaintiff/Company lodged a claim of Rs. 18,00,00,000/- with the defendant for the loss of 12,090.21 Kgs. of CIS-3 Hexenol, Terpene cut in the distillation plants i.e., P-01 to P-03 and P-05 due to squall/storm and fire. All the requisite documents, details and data were provided to the Surveyors.

13. Mr. I.B. Subramaniam, Surveyor appointed by the Universal Sompo General Insurance Company Limited, quantified the total loss of stock of



CIS-3 Hexenol Terpene cut in the distillation in the aforesaid plants as 12,090 Kgs. and assessed the value of the stocks at Rs. 15,01,66,783/-. After factoring 1/3<sup>rd</sup> proportionate share of Universal Somp General Insurance Company Limited, assessed its liability at Rs. 5,00,55,594/- for the loss of stock.

14. On the other hand, Mr. Anil Dhingra, Director of Cunningham Lindsey, while assessing the loss, wrongly formed an opinion that 12,090.21 Kgs. of CIS cut in the distillation plants P-01 to P-03 and P-05 was “*work in process*” (**WIP**) and was not covered under the Insurance Policy as the Cover Note provided the coverage on “***raw material, finished and semi-finished goods etc. and/or all other packing material whilst stored and/or lying in the insured’s factory***”.

15. The plaintiff has submitted that it tried to explain to Mr. Anil Dhingra that all the stocks and packing material whilst stored or lying in its factory premises in whatever form, were covered under the Insurance Policy taken from the defendant/Company.

16. The plaintiff further explained that it was maintaining three types of inventory of stocks i.e., raw material, work in process (WIP) and finished goods. As per its Balance Sheet and in common parlance of the industry, semi-furnished goods are considered as WIP and the terms are used interchangeably. The plaintiff had been declaring WIP to the Banker for all stocks excluding raw material and finished goods.

17. However, Mr. Anil Dhingra, Director of Cunningham Lindsey issued the Final Report dated 27.11.2014 by incorrectly observing that the loss of 12,090 Kgs. CIS-3 Hexenol Terpene of the affected premises was not covered under the Insurance Policy. Mr. Dhingra, committed a grave error



by failing to consider that semi-finished goods are goods at intermediate stage between raw material and finished goods.

18. The defendant, in a mechanical manner, without any justifiable reason repudiated the claim of the plaintiff *vide* Letter dated 23.12.2014 on the pretext that the damaged stocks were undergoing process and thus, were not covered under the Insurance Policy. The relevant portion of the Letter dated 23.12.2014 reads as under: -

*“Now we are in receipt of their Final Report of M/s Cunningham Lindsey. In their report the Surveyor have given the following observations:*

*“The Policy provides coverage on "Raw Material, Finished and semi finished goods etc and/or all other essential packing material stored and/or lying in the Insured's factory".*

*The damaged material is neither Raw Material, finished or Semi Finished Goods etc and/or all other essential packing material, it is 'Work-in-Process' as it was material within the plant, undergoing processing/finishing etc. In the present case, it was heated material undergoing extraction of cis cut.*

*Since the loss/damage of stock undergoing process is not covered under the policy, hence the loss is not found tenable and accordingly your claim has been closed as "NO CLAIM". The inconvenience cause to you is deeply regretted".*

19. The plaintiff *vide* its Letter dated 14.07.2016 and followed by many other representations, requested the defendant to re-examine and reassess its claim, but the defendant had failed to consider the requests of the plaintiff, constraining it to serve the Legal Notice dated 08.11.2017 upon the defendant making a claim for Rs. 13,47,03,033/-. However, despite service of the said Legal Notice, the amount has yet not been paid.



20. Hence, the present Suit has been filed for recovery of Rs. 10,01,11,189/- as the loss suffered due to the damage caused to the stocks by the fire in the factory premises, in addition to Rs. 3,57,10,895/- towards the interest for the period 23.12.2014 till 12.12.2017 and *pendente lite* and future interest @ 12% per annum from the date of filing of the Suit till realisation.

21. *The defendant was served on 27.02.2018, but it failed to file the Written Statement and the right to file the same was closed on 10.10.2018.*

22. The plaintiff examined *PW1/Dr. Kamal Kumar*, Vice-President of the plaintiff/Company to prove its assertion.

23. *PW2/Ved Kumar Jain*, Chartered Accountant, who is an expert, deposed that there is no difference between the work in progress or WIP and semi-finished goods.

24. *PW3/Bhagwati I. Subramaniam*, who was appointed as the Surveyor by Universal Sompo General Insurance Company had given his Report, Ex. PW1/5.

25. *PW1/Dr. Kamal Kumar* and *PW3/Bhagwati I. Subramaniam* were not cross-examined, while *PW2/Ved Kumar Jain* was cross-examined on behalf of the defendant.

26. ***Learned counsel on behalf of the plaintiff has argued*** that semi-finished goods and *Work in Progress* are interchangeable terms as is also proved from the testimony of *PW2/Ved Kumar Jain*, Chartered Accountant. Therefore, the claim of the plaintiff had been wrongly repudiated by the defendant and the said amount is liable to be paid to the plaintiff.



27. Learned counsel for the plaintiff has placed reliance on the decisions in Texco Marketing Pvt. Ltd. vs. Tata AIG General Insurance Co. Ltd. and Ors. (2023) 15 SCC 428 and Schedule III, Division I, Financial Statements for a Company whose financial Statements are required to comply with the *Companies (Accounting Standard) Rules, 2006*.

28. ***Learned counsel on behalf of the defendant***, however, has vehemently argued that in Standard Fire & Special Perils Insurance Policy Schedule, it has been clearly stated that risk cover was in support of the stocks of raw material, finished and semi-finished goods. As per the statements in documents of the plaintiff/Company itself, the goods were described as *Work in Progress* and did not qualify as semi-finished goods which alone along with raw material and finished material were insured under the Insurance Policy. The claim of the plaintiff/Company has been rightly repudiated and the present Suit is liable to be dismissed.

29. **Submissions heard and the record perused.**

30. It is an admitted fact that the plaintiff had taken the Standard Fire & Special Perils Insurance Policy from the defendant/Insurance Company for which a Provisional Cover Note dated 07.05.2014 bearing No. 117305Ex. PW-1/4 followed by Policy bearing No. 271400/11/2014/2019 covering risk from 08.05.2013 to 07.05.2014 Ex. PW-1/5 was issued. It was followed for the subsequent year by the Insurance Policy bearing No. 271400/400/11/2015/521 covering risk from 08.05.2014 to 07.05.2015.

31. It is also not denied that Delhi and the neighbouring States witnessed the severe squall/storm followed by rainfall in the evening hours of 30.05.2014. The report issued by the Indian Meteorological Department, New Delhi is Ex. PW-1/7.



32. Due to the storm, damage was caused to all the plants i.e., P-01 to P-07, except P-04 which were in operation, and the Incident Report Ex. PW-1/8 was immediately sent to the defendant/Company. The Police and the Fire Department were also informed about the fire noticed in the Columns on 31.05.2014 Ex. PW-1/9. The Certificate issued by the Fire Department is Ex. PW-1/10.

33. It is further not in dispute that M/s Cunningham & Lindsey International Insurance Surveyors and Loss Assessors Private Limited was appointed by the defendant for conducting the survey and to assess the damage. Mr. Anil Dhingra conducted the survey on 02.06.2014 and formed the opinion *vide* his Letter dated 20.10.2014 that 12,090.21 Kgs. of CIS-3 Hexenol (cis-cut) in the distillation plants P-01 to P-03 and P-05 was ***“Work in Progress”*** and was not covered under the Insurance Policy as the Cover Note provided coverage on *“on stock of raw material, finished and semi finished goods, finished menthol oil, refer oil, spearmint oil and/or all other essential packing material whilst stored and/or lying in the insured’s factory”*.

34. It is further not in dispute that the plaintiff/Company had also taken an additional Standard Fire and Special Perils Policy from Universal Sompo General Insurance Company Limited in order to cover its Building, Plant, machinery and stocks at the factory location for the period of 07.10.2013 to 06.10.2014, Ex. PW-1/6. The said policy had the cover loss for the Building upto Rs. 1,00,00,000/- ;Plant and Machinery upto Rs. 4,00,00,000/- and Stocks upto Rs. 50,00,00,000/-.

35. The survey was conducted by PW3Bhagwati I. Subramaniam on behalf of Universal Sompo General Insurance Company Limited on the





same date i.e., 02.06.2014 and had given his Final Survey Report dated 14.03.2017, Ex. PW-1/5. He quantified the total loss of stock of CIS-3 Hexenol Terpene cut in the distillation in the aforesaid Plants as 12,090 Kgs. and evaluated the value of the said stocks at Rs. 15,01,66,783/-. He, after factoring 1/3<sup>rd</sup> proportionate share of Universal Somp General Insurance Company Limited, assessed its liability at Rs. 5,00,55,594/- for the loss of stock.

36. Admittedly, the plaintiff/Company had filed its claim with the defendant/Insurance Company which was rejected by the defendant its vide Letter dated 23.12.2014, Ex. PW1/20, essentially on the ground that the Insurance Cover was for the *semi-finished goods*, while the plaintiff/Company was claiming damages for the goods which were defined as '*Work in Progress*' (WIP) as per the Financial Statements of the plaintiff. The Statement annexed to the Claim Form of the plaintiff Ex PW1/14 has been produced below:

SHARP GLOBAL LIMITED (C-15)											
Loss of stock in process on 30th May 2014											
Plant	Material	Charged in plants/Op Balance (Qty in Kg)	Output Received from plants (Qty in Kg)	Balance (Qty in Kg)	Loss (Qty in Kg)	Cis %	Cis Qty	TP %	TP Qty	TMC%	TMC Qty
P-01	Cis Cut-(SG-2)	2,315.9	37.4	2,278.6	2,279	68.1	1,552.1	29.8	678.1	2.12	48.4
P-02	Cis Cut-(VG-2)	2,349.9	66.8	2,283.2	2,283	62.7	1,430.9	28.4	648.8	8.24	188.2
P-03	Cis Cut-(VG-2)	2,351.8		2,351.8	2,352	98.1	1,365.5	36.5	858.8	9.42	127.5
P-04											
P-05	Cis Cut-(VG-2)	5,617.2	90.6	5,526.6	5,527	70.2	3,880.0	29.1	1,607.1	0.72	89.5
P-06	H/Cut	1,806.5	1,806.5								
P-07	Cis Cut-(VG-2)	3,995.2	3,995.2								
	Total	18,436.53	5,996.39	12,440.14	12,440	66.145	8,228.5	30.489	3,792.8	1.245%	403.6

1- Qty of loss(in kg)		12,440	
2- Sale Price(Rs/kg) (98% CIS Contents)		22,754	
(USD 385 Per kg @ 59.10)			
3- Less : 15% Markup		3,413	
4- Cost of goods(Rs/kg) (98% CIS contents)		19,340	
5- Cost /kg of 100% CIS contains (19340/98*100)		19,734	
6- Amount of loss(in Rs) of CIS 8238 Skg	8,238.5	19,734	162,380,769
7- Amount of loss of Terpene (1792.8)@Rs100/kg	3,792.8	100	379,283
8- Amount of loss of TMC (403.60)@Rs100/kg	403.6	860	347,131
9- Others	15.3	0	
10- Total Amount of Loss(Rs)	12,440	13111.36	163,107,183
11- Less : Material Recovered			
Water dust etc	147.99		
CIS 66.145%	133.62	19734	2,636,758
TP	81.83	100	6,183
Others	6,555	860	656
Total	349.99	7,553.35	2,643,597
12- Net Amount of Loss	12,090	13272.26	160,463,586



37. The aforesaid Letter dated 23.12.2014, Ex. PW1/20 rejecting the Claim of the plaintiff reads as under: -

*“M/s Sharp Global Ltd.  
C-15, SMA, CO-OP INDL. Estate,  
DELHI-110033.*

*Re: Claim No. 271400/11/2015/000040*

*Policy No. 271400/11/2015/521 D.O.L: 30.05.2014*

*Dear Sir,*

*This has reference to your claim intimation dated 31.05.2014 for the above claim. Accordingly, M/s Cunningham Lindsey International, Surveyors were deputed to carry out survey.*

*Now we are in receipt of their Final Report of M/s Cunningham Lindsey. In their report the Surveyors have given the following observations:*

*“The Policy provides coverage on “Raw Material, Finished and semi finished goods etc and /or all other essential packing material whilst stored and/or lying in the Insured’s factory”.*

***The damaged material is neither Raw Material, Finished or Semi Finished Goods etc and/or all other essential packing material. It is ‘Work-in-Process’, as it was material within the plant, undergoing processing/finishing etc. In the present case, it was heated material undergoing extraction of cis cut.***

*Since the loss/damage of stock undergoing process is not covered under the policy, hence the loss is found tenable and accordingly your claim file has been closed as ‘NO CLAIM’.*

*The inconvenience caused to you is deeply regretted.*

*Thanking you,*

*Yours faithfully,*

*Authorized Signatory”*



38. The defendant has relied on the Final Survey Report dated 27.11.2014, Ex.PW1/19 of the Surveyor of Cunningham Lindsey International Insurance Surveyors and Loss Assessors Private Limited appointed by the defendant. The Final Survey Report has described the process distillation of the plaintiff/Company reads as under: -

*“The Insured procures Crude Mentha Oil (CMO), Crude Piperita Oil and Neo Menthol fractions and uses the fractional distillation methodology to extract various fragrances present in the CMO. The CMO after lab testing and caustic washing is sent to Fractional distillation columns.*

*After first distillation three separate tappings are made i.e.,*

- *Menthol that has high boiling point is separated and crystallised and packed.*
- *DMO that has medium boiling point is tapped and filtered, blended, packed and dispatched.*
- *Cis cut i.e. Cis-3-Hexenol, having low boiling point is washed in boric solution and again sent for fractional distillation where it is separated in two components i.e. Terpene cut and Cis cut. The Cis cut is repeatedly sent to the fractional distillation to separate Terpene and finally purify the Cis cut until 98% purity.*

*The affected item is work in process (WIP) of Cis cut of purity varying from 60% to 70% that was in fractional distillation, undergoing process for purification. The WIP either vaporised when column collapsed, or got washed away.”*

39. The aforesaid Survey Report further defines the nature and extent of damage/restoration as under : -

***“NATURE AND EXTENT OF DAMAGE/RESTORATION***

*The distillation columns were operating with the CIS cut when the storm hit the plant. Due to the collapse of the distillation columns from approximately the mid-way height, the joints, flanges etc had broken. The hot WIP started leaking and*



*draining out of the columns. The thermic oil used for the heating the WIP also started leaking.*

*The Insured have confirmed in their letter dated 21.08.2014 that the valves on the inlet and outlet lines could not be closed as the hot oil at temperature at more than 100 deg centigrade and thermic fluid at temperature of about 200 deg centigrade was splashing and leaking. Thus the loss could not be mitigated. Following WIP is reportedly lost/leaked out and flowed out:*

<i>Plant No</i>	<i>Status</i>	<i>Material</i>	<i>Loss (Kg)</i>
<i>P-01</i>	<i>Damaged</i>	<i>Cis Cut</i>	<i>2278.6</i>
<i>P-02</i>	<i>Damaged</i>	<i>Cis Cut</i>	<i>2283.2</i>
<i>P-03</i>	<i>Damaged</i>	<i>Cis Cut</i>	<i>2351.8</i>
<i>P-04</i>	<i>Damaged</i>	<i>Empty</i>	
<i>P-05</i>	<i>Damaged</i>	<i>Cis Cut</i>	<i>5526.6</i>
<i>P-06</i>	<i>Saved</i>	<i>H/Cut</i>	
<i>P-07</i>	<i>Saved</i>	<i>Cis Cut</i>	
<i>Total</i>			<i>12440.2</i>
<i>Less: Recovery (Water and oil Mix)</i>			<i>349.99</i>
<i>Loss of qty claimed</i>			<i>12090.21</i>

40. **The short question which falls for determination is whether the word ‘semi-finished goods’ refers to ‘Work in Progress’ as has been asserted by the plaintiff/Company and whether the two words are synonymous to each other.**

41. The aforesaid Survey Report Ex. PW1/19 establishes that the plaintiff/Company was in the business of manufacturing menthol based chemicals/fragrances etc. This entails a process where the insured procures crude Mentha Oil (CMO), Crude Piperita Oil and Neo Menthol fractions and uses the fractional distillation methodology to extract various fragrances present in the CMO. The process has been described to take place in three separate tappings i.e.,

- (i) Menthol that has high boiling point is separated and crystallised and packed;



- (ii) DMO that has medium boiling point is tapped and filtered, blended, packed and dispatched; and
- (iii) Cis cut i.e. Cis-3-Hexenol, having low boiling point is washed in boric solution and again sent for fractional distillation where it is separated in two components i.e., Terpene cut and Cist cut. The Cis cut is repeatedly sent to the fractional distillation to separate Terpene and finally purify the Cis cut until 98% purity.

42. From the aforesaid Survey Report itself, it is evident that Cis-3 Hexanol is the raw material which is processed through the distillation and the different components are extracted depending upon their respective boiling points. After the extraction of the different components from the crude mentha oil, they are separately packed and dispatched.

43. It is abundantly clear from the Report that Crude Mentha Oil (CMO) which is a raw product, undergoes various processes and is semi-finished till the final products are extracted, packed and dispatched. It is the raw material in form of oil and, it is a raw material which is in the process of being finished till it reaches its final stage. Here, it is not any solid item which has different stages of completion into a final product. Here, it is a liquid which is being treated at different levels to be moulded into the final product. Therefore, while the CMO is in the distillation columns, it is the semi-finished product which is undergoing distillery changes to result in a final product. **It necessarily has to be held that CMO at various stages in the distillation columns, is the product in semi-finished condition.**



44. The plaintiff/Company has further explained that according to the In its Schedule III of the Companies (Accounting Standards) Rules, 2006 formulated under Section 129 of the Companies Act, 2013 provides the manner in which the inventories have to be presented in the Financial Statement by the Company. It provides that the inventories shall be classified as:

- (a) Raw materials;
- (b) Work-in-Progress;
- (c) Finished goods;
- (d) Stock-in-trade (in respect of goods acquired for trading);
- (e) Stores and spares;
- (f) Loose tools;
- (g) Others (specify nature).

45. The same format of accounting has been provided in Accounting Standard (AS) II, the objective of which reads as under:

*“A primary issue in accounting for inventories is the determination of the value at which inventories are carried in the financial statements until the related revenues are recognised. This Standard deals with the determination of such value, including the ascertainment of cost of inventories and any write-down thereof to net realisable value.”*

46. It further provides that *“Inventories encompass goods purchased and held for resale, for example, merchandise purchased by a retailer and held for resale, computer software held for resale, or land and other property held for resale. Inventories also encompass finished goods produced, or work in progress being produced, by the enterprise and include materials,*



*maintenance supplies, consumables and loose tools awaiting use in the production process. Inventories do not include machinery spares which can be used only in connection with an item of fixed asset and whose use is expected to be irregular; such machinery spares are accounted for in accordance with Accounting Standard (AS) 10, Accounting for Fixed Assets.”*

47. It is evident that the goods were described in the language of accounting as ‘Work in Progress’ which are described as semi-finished in common parlance.

48. From the process of manufacturing the final products from crude mentha oil, it is evident that the oil at various stages in the distillation columns is necessarily the *semi-finished goods* which is in alternate word used to define the ‘*Work in Progress*’.

49. The defendant, therefore, was not justified in repudiating the claim of the plaintiff/Company solely on this ground of the description of the semi-finished goods as ‘Work in Progress’. The damages, on account of material (raw, semi and final products), are well within the scope of Standard Fire and Special Perils Insurance Policy.

50. PW1/Dr. Kamal Kumar in his testimony has further deposed that the total damage that the plaintiff/Company has suffered amounts to Rs. 15,01,66,783/-. However, the part liability had been paid by the Universal Sompo General Insurance Company Limited and, therefore, the liability of the defendant remains to the extent of Rs. 10,01,11,189.00/-.

51. In conclusion, it is clear that Inventories can only be categorised as delineated in Schedule III formulated under Section 129 of the Companies Act, 2013 and AS II. **This leads to the irresistible conclusion that the**



phrase “semi-finished goods” referred to in the Policy related to inventories that are a “Work in Progress”. Therefore, the ground for rejection taken by the defendant insurer is nothing but a play of words and holds no merit.

**Relief:**

52. The plaintiff/Company is, therefore, held entitled to the recovery of amount Rs. 10,01,11,189.00/-. The plaintiff/Company is also held entitled to interest @ 6 % w.e.f. 23.12.2014 (i.e. date rejection of the claim) till the date of realization.

53. Accordingly, the present suit is decreed in the above terms.

54. The Decree Sheet be prepared accordingly.

55. The pending application, if any, also stands disposed of.

**(NEENA BANSAL KRISHNA)  
JUDGE**

**MARCH 02, 2024**  
*S.Sharma*