

## REDEMPTION UNDER MORTGAGE

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### INTRODUCTION

The mortgaged property is used as security for the loan payment. After the due date for the Mortgagee's Money's Repayment has elapsed, the mortgagor is entitled to receive his property back upon payment of the principal plus interest. This right of the mortgagor is known as the Right of Redemption. The right cannot be restricted by any terms that bar redemption. Any agreement to the contrary cannot govern the right. This right is mentioned u/s 60 of the Transfer of Property Act, 1882. The word 'Redeem' means buy back. Here, in this context it refers to buy back the property which was mortgaged earlier by the mortgagor to the mortgagee. This right to redeem or in other words, right to discharge the debt u/s 60 generally accrues only after the completion of the mortgage period mentioned as per the terms of the contract. The limit for the maximum period of the completion of mortgage contract is not mentioned under any law in India but however in England, it is 40 years<sup>i</sup>. When the prerequisites for a retransfer are met, a mortgagor who is entitled to redemption may request that the mortgagee either retransfer the property to him or, in lieu of doing so, assign the mortgage obligation and transfer the mortgaged property to a third party that the mortgagor may specify. The mortgagee is required to assign and transfer in accordance with such circumstances. One component of the mortgage procedure that cannot be overlooked is the Right of Redemption. The Mortgagor's Right to redeem is more than just a contractual privilege. It is a legal privilege granted to him u/s 60 of the Transfer of Property Act, 1882. A suit for redemption is the legal term for a legal action to enforce this. Prior to the right being forfeited by an agreement between the parties or by the force of law, the mortgagor may exercise it. A Court order may also be used to revoke the right. Before the mortgage money is due, or before the deadline set for payment of the mortgage money, the mortgagor is not permitted to redeem. The mortgagor or any encumbrancer may enforce the rights

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granted. The rights are contingent upon the fact that the rights granted have not been revoked by an agreement between the parties or a judicial order. The mortgage deed may state that the mortgagee shall be entitled to fair notice prior to the payment or tender of the principal money if a period for payment of the money has not been specified in the mortgagedeed or if no time has been specified.

## HISTORY

Mortgages were created to address the terms of non-payment or avoidance of payment of borrowed funds. Even in ancient times, various nations had mortgage-related laws in place.

### *Roman Law*

'*Fiducia*' which might be forfeited in the event that the borrowed funds were not repaid, was the first sort of security against borrowing in Roman law. '*Pignus*' which refers to a transfer of possession free from forfeiture rather than a transfer of ownership, was a second category of security. The Romans eventually created the "*hypotheca*" which envisions pledging the property without giving up possession and giving the creditor the right to sell it.

### *Hindu Law System*

One of the first types of mortgage used by Hindus was one that took the form of a conditional transfer. If the debt was not paid, the mortgagee would become the sole owner and would take advantage of the usufruct in place of interest. It goes under several names, including "*Khatkabala*" in Bengal, "*Avadhi vikrayam or Muddata Kriyah*" in Madras, and "*Gahan Lahan*" in Bombay. This is comparable to "*fiducia*" in Roman law. In ancient Indian law, there were usufructuary mortgages, which were comparable to "*Pignus*" in Roman law. These were known as "*Bhogyam*" or "*Swadhina Ayakam*" in Madras, and "*Kanom*" or "*Otti*" in Malabar. Similar to the 'Hypothena' of Roman law, the simple mortgage is known in India as *Dhrista Bhandaka*, *Chupu Ayakam*, *Tanaka*, or *Adaimana Patram* in Madras.

### ***Mohammedan Law***

Despite the fact that the Quran forbids it, interest-bearing loans are not permitted under Mohammedan law. Conditional conveyance was created by Mohammedan law as a means of getting around the Quran's Prohibitions against usury. The exchange was known as "*bye-bill- wafa*" (sale with a promise). If the debt was not repaid, the mortgagee acquired the absolute ownership and took advantage of the usufruct in lieu of interest.

### ***English Law***

In England, the first mortgage that was legal under common law was more akin to a pledge than a mortgage. Prior to 1926, there were three different ways to legally create a mortgage:

(1) a mortgage of the freehold; (2) an equity of redemption; and (3) a mortgage of leaseholds. The mortgage by conditional conveyance replaced the common law mortgage system. The Roman '*fiducia*' relates to the English mortgage with its direct transfer of dominium to the mortgagee. When combined with the agreement known as "*autichresis*," the mortuum vadum of English law resembles the "*ignus*" of Roman law in several ways. There are no equivalents to the Roman Law's "*Hypotheca*" in English law.

### ***British India***

The rights of the mortgagor and the mortgagee in British India were outlined in the Bengal Regulation XV of 1793, Bengal Regulation XVII of 1806 and Madras Regulation XXXIV of 1802, and they were totally governed by the agreement between the parties. The restrictions governing mortgages were removed and the legislation was formalised by the Transfer of Property Act, 1882.

## **MORTGAGE**

Mortgage is a contract between Mortgagor and Mortgagee for an immovable property which is kept as security to the mortgagee by the mortgagor for the requirement of money as a loan.

The mortgagor in return pays the money with interest until the fixed time period is completed as per the contract and the right to redeem only arises after completion of such fixed time period.

### ***Mortgagor***

A person who receives money for the security mortgaged.

### ***Mortgagee***

A person who advances money as a loan.

### ***Mortgage Deed***

The instrument by which such transfer takes effect.

### ***Mortgage Money***

The principal money along with interest paid by the Mortgagor to the Mortgagee.

### ***Rights of Mortgagor***

1. Right of Mortgagor to redeem the property u/s 60.  
**NOTE:** Redemption cannot be done in partial or in proportionate basis. It is void. Only Total Redemption is permitted under the Act.
2. Mortgagor can direct the mortgagee to transfer such property to third person u/s 60A instead of re-transfer.
3. Mortgagor can ask the mortgagee to present the documents of mortgaged property for inspection u/s 60B.
4. In case of Co-Mortgagors, the property can be redeemed either as a whole by one mortgagor or simultaneously by all co-mortgagors at a single instance u/s 61 (doctrine of Contribution).
5. In case of accession (**increase in value**) of mortgaged property, the Mortgagor shall be entitled for benefit against such accession upon redemption u/s 63.

**NOTE:** In case of Usufructuary mortgage, the accession arising shall be set off against the interest of the loan.

6. Any improvement made to the mortgaged property while in the possession

Mortgagee:

- (a) If for the preservation of mortgaged property from destruction or deterioration or becoming insufficient or made under the lawful order of Public Authority - Mortgagor liable to Mortgagee u/s 63A(2).
  - (b) Any other case other than 63A(2) – Mortgagor entitled to such improvement as per Section 63A(1).
7. When the Mortgagor mortgages a property which is leased and upon renewal, he is suchentitled to such benefit u/s 64.
8. The power of Mortgagor to lease the property while in possession subject to the conditions mentioned u/s 65A.
9. Mortgagor in possession is not liable to the Mortgagee in case of deterioration unless the value of property is not less than
- (a)  $1/3^{\text{rd}}$  of the amount due to the Mortgagee (or)
  - (b)  $1/2^{\text{nd}}$  of the amount due to the Mortgagee in case of buildings u/s 66.

### ***Right of Mortgagor to Redeem***

At any time after the principal money has become [due], the mortgagor has a right, on payment or tender, at a proper time and place, of the mortgage-money, to require the mortgagee

- (a) to deliver [to the mortgagor the mortgage-deed and all documents relating to the mortgaged property which are in the possession or power of the mortgagee],
- (b) where the mortgagee is in possession of the mortgaged property, to deliver possession thereof to the mortgagor, and
- (c) at the cost of the mortgagor either to re-transfer the mortgaged property to him or to such third person as he may direct, or to execute and (where the mortgage has been affected by a registered instrument) to have registered an acknowledgement in writing that any right in derogation of his interest transferred to the mortgagee has been extinguished:

Provided that the right conferred by this section has not been extinguished by act of the parties or by [decree] of a Court.

The right conferred by this section is called a right to redeem and a suit to enforce it is called a suit for redemption. Nothing in this section shall be deemed to render invalid any provision to the effect that, if the time fixed for payment of the principal money has been allowed to pass or no such time has been fixed, the mortgagee shall be entitled to reasonable notice before payment or tender of such money. Redemption of portion of mortgaged property.

Nothing in this section shall entitle a person interested in a share only of the mortgaged property to redeem his own share only, on payment of a proportionate part of the amount remaining due on the mortgage, except [only] where a mortgagee, or, if there are more mortgagees than one, all such mortgagees, has or have acquired, in whole or in part, the share of a mortgagor.

## **PRINCIPLES OF EQUITY**

The following three concepts of equity served as the foundation for the common law system:

- (i) Equity considers a Transaction's Essence, and a mortgage is essentially a borrowing transaction.
- (ii) A borrower needs protection, a penalty imposed on him is invalid, and
- (iii) A penalty is a requirement of forfeiture in the event that the obligation is not paid in full by the due date.

### ***Equity of Redemption***

The legal right to own a property after paying the mortgage money on it, even after late payment. In other words, where the payments on a mortgage have not been met and the instrument has not been foreclosed, the mortgagor still has what is known as an equity of redemption.

***Landmark Foreign Judgements:***

1) NOAKES & CO v. RICE<sup>ii</sup>

The mortgagee cannot make any reservations which would restrict the right to redeem for payment of debt along with interest. The doctrine '**Once a mortgage always a mortgage and nothing but a mortgage**' was laid down.

2) KNOCKS v. ROULDS<sup>iii</sup>

The mortgagor cannot waive off his right to redeem even though even mentioned in the contract.

***Extinguishment of right to redemption***

1. According to Section 61(a) of the Limitation Act, 1963, the right of redemption is available only for a period of 30 years from the date of redemption.

(a) In *Balkrishna v. Rangnath*<sup>iv</sup>, it was held that the right to redeem can only be abrogated by either

(b) By Act of parties (or)

(i) Sale by Mortgagor

(ii) By Foreclosure u/s 67

(iii) Redemption u/s 60

(iv) By a subsequent Agreement for additional loan.

(c) By A Decree of Court.

***Mortgage by Conditional Sale [Section 58(C)]***

ABDUL GAFFAR v. SUDHA KANTA ROY AND ANR.<sup>v</sup>

The Sale and Agreement to re-purchase can be in separate documents if the essentials are satisfied and such essentials are as follows:

1) Presence of loan,



- 2) A mortgaged property will serve as a security of the loan and
- 3) Borrower of loan ostensibly sells the mortgaged property.

### ***Clog on redemption***

The word 'Clog' refers to the condition of preventing the right to redeem and such 'Clog' is void. Any condition restricting the right to redeem is *void ab initio* and this concept was often confused with Mortgage by Conditional Sale. However, a Conditional sale mortgage can be valid. It should be noted that the sale does not become absolute in absence of payment on the due date instead it becomes absolute only when the Mortgagor's Right to redeem is completely revoked by a Court Order (decree).

### ***Case Laws***

#### **1) STANLEY v. WILDE<sup>vi</sup>**

Any provision inserted in the mortgage deed to prevent redemption of the debtor is void.

#### **2) MASSA SINGH v. GOPAL SINGH<sup>vii</sup>**

Stipulation regarding Mortgage to be redeemed after 90 years was held to be valid.

#### **VALDAS AND ORS. v. BAIJIVI AND ORS<sup>viii</sup>**

Longer period cannot be said to be a clog on redemption. There should be a condition which gives an undue advantage on the redemption of the mortgaged property to the Mortgagee to be considered to be a clog.

### ***Collateral Advantage***

The mortgagee is entitled to receive Interests as a part of Mortgage deed. Any benefit other than receipts of interest, Principal amount and Costs are deemed to be benefits of collateral advantage. Such collateral advantage can be enjoyed only till the completion of the Mortgage deed. If the mortgagee enjoys such advantage after the completion of the deed, it is considered as a clog and deemed to be void. Collateral advantage is enjoyed by the Mortgagee due to his Superior position over the Mortgagor. Collateral benefits are permitted only if they are fair. It is only a benefit in addition and should not be treated as a benefit of



multiplication. Court of Equity has the power to struck down any unconscionable or oppressive terms in the mortgagedeed.

### ***Case Laws***

1) BIGGS v. HODDINOTT<sup>ix</sup>

The Court allowed Collateral advantage on commercial transaction provided they would cease upon the completion of the deed.

2) NOAKES & CO v. RICE<sup>x</sup>

The Mortgagor will sell all his beers to the Mortgagee. It was held that such conditionis valid only till the completion of the contract.

3) G & C KREGLINGER v. NEW PATAGONIA MEAT COLD STORAGE COMPANY LTD.<sup>xi</sup>

The Court upheld Collateral advantage even after completion of the deed since it was limited and it did no way restrict the right to redeem of the Mortgagor.

CITYLAND & PROPERTY (HOLDINGS) LTD v. DABRAH<sup>xii</sup>

The Court held that Premium to be paid instead of Interest for the mortgaged property was burdensome term in a mortgage deed.

4) MULTISERVICE BOOKBINDING LTD v. MARDEN<sup>xiii</sup>

It was held that the interest rate of 33% was unconscionable or oppressive term in amortgage deed.

5) BHIMRAO NAGOJIRAO PATANKAR v. SAKHARAM SABAJIKATHAK<sup>xiv</sup>

The clause in the deed was for permanent occupancy by the Mortgagee. The Court heldthat such benefit is expired on redemption. In other words, the occupancy beyond the completion of deed was held to be invalid.

### ***Partial Redemption***

As per Section 60, Partial redemption is void. Partial redemption means to redeem the mortgaged property either in part payments or in proportionate basis. In other words, paying

by way of number of instances other than total redemption. It can only be paid as a Lump sumpayment or Bullet Repayment.

### ***Exceptions to partial redemption***

The exceptions to partial redemption are as follows :

- 1) A share of the equity of redemption should be acquired by the Mortgagee.
- 2) In case of more than one Mortgagees, the acquisition should be by all mortgagees. Ifnot, the Co-mortgagee is entitled to bring the whole property to sale.
- 3) If the mortgagee permits or releases a part of mortgaged property to one of themortgagors.

### ***Recent Judgements***

- 1) PRABHAKARAN AND ORS v. M. AZHAGIRI PILLAI (DEAD) BY LRS. AND ORS<sup>xv</sup>

Under usufructuary mortgage which does not fix any date for repayment of the mortgage money but merely stipulates that the Mortgagee is entitled to be in possession till redemption in such a case, according to Section 27 of the Limitation Act, 1963, the right to redeem would accrue immediately on execution of the mortgage deed and the mortgagor has to file a suit for redemption within 30 years from the date of mortgage.

- 2) L.K. TRUST v. EDC LTD<sup>xvi</sup>

In the case of an auction, the right to redemption does not extinguish merely after the passing of Decree of the Court. In India, it is extinguished only after the execution of sale of mortgaged property by Registered Instrument. There is no equity or right in the property created merely by becoming an auction purchaser.

- 3) BANDHRAU RAM (DIED) THROUGH HIS LR'S v. SUKH RAM<sup>xvii</sup>

“The period of limitation for filing a suit for recovery of immovable property or redemption of usufructuary mortgages which have not fixed any time for repayment

of mortgage money is 30 years as prescribed under Article 61 to the Schedule to the Limitation Act, 1963.”

4) RUKMINI AMMA & ORS. v. RAJESWARY<sup>xviii</sup>

The Mortgagor filed a suit for redemption of mortgaged property after a lapse of 30 years. The Court held that it does not entertain claims of those who appear to be sleeping on their redemption rights and approach it at their own sweet will.

5) MATHEW VARGHESE v. M. AMRITHA KUMAR AND OTHERS<sup>xix</sup>

Facts:

- 1) Loan was granted by a Bank to ‘Jerry Merry Exports Private Limited’, a debtor.
- 2) Guarantors of the debtor created an EQUITABLE MORTGAGE in favour of Bank by depositing the title deeds of their property.
- 3) Bank took possession of the mortgaged property by invoking Section 13(4) of SARFAESI Act, read along with Rules 8 and 9 of the Rules, 2002.
- 4) The Bank confirmed the sale without giving notice to the Guarantors (mortgagors).

It was held that the sale was not conducted in a fair and proper manner and such sale was set aside. The Mortgagor’s Right of redemption is not lost immediately.

6) EMBASSY HOTELS PVT. LTD. v. GAJARAJ & CO. & ORS<sup>xx</sup>

It was held that for availing right of redemption after Decree for sale of mortgaged property has been passed, the only option was to directly challenge the Court auction of the suit property and the issuance of the sale certificate to exercise the right of redemption.

7) ALLOKAM PEDDABBAYYA v. ALLAHABAD BANK<sup>xxi</sup>

The mortgaged property has already been put to auction sale and sale certificate was issued. **Navin Sinha and Ranjan Gogoi JJ.** held that the mortgagor has a right of redemption even after sale has taken place pursuant to the final Decree but before the Confirmation of sale.

8) **VENUGOPAL PADAYACHI (D) LR'S v. V. PICHAIKARAN (D) LR'S.**<sup>xxii</sup>

The Mortgagor executed a Simple mortgage in favor of Mortgagee with an unregistered sale in favor of the Mortgagee. Mortgagor filed suit for redemption. Suit was dismissed on the ground that Mortgagee has become the Absolute owner of the mortgaged property due to Adverse Possession for a period of 12 years.

9) **PAL ALLOYS & METAL INDIA PRIVATE LIMITED AND OTHERS v. ALLAHABAD BANK AND OTHERS**<sup>xxiii</sup>

Facts

- 1) Pal Alloys & Metal India Private Limited (**Borrower**) had availed loans from the first respondent, Allahabad Bank (**Bank**).
- 2) The repayment of the loan was secured by a mortgage in favor of the Bank over a residential property (**Secured Asset**).
- 3) The second and third petitioners were guarantors to the loan.
- 4) Due to default in repayment of the loan, the Bank initiated action for sale with a notice for an auction sale of the Secured Asset.
- 5) The second and third respondents emerged as the highest bidders.

Held

- There is no restriction on the equity right to redeem the mortgage available to the mortgagor;
- Right of redemption is not lost merely because an auction bid has been accepted; and
- The mortgagor can exercise the right to redeem the mortgage until conveyance of the property by issuance of sale certificate.

10) **SHANKAR SAKHARAM KENJALE (DIED) THROUGH LRS v. NARAYAN KRISHNA GADE AND ANOTHER**<sup>xxiv</sup>

Supreme Court held that if the right to redemption was lost by way of process of law then it is valid. In this case, the mortgagor lost his right to redemption by abolition of Bombay Hereditary Offices Act, 1874 by passing Bombay Paragana

and Kulkarni Watans (Abolition) Act, 1950 by which the Government took possession over the mortgaged Property.

## CONCLUSION

The inherent right stated in the mortgage deed belongs to the mortgagor and is called the right of redemption. The right of redemption is a key component of the mortgage deed when examining its numerous components. In addition, the right of redemption is available only when the mortgagor has fulfilled the obligations placed on them.

A Mortgage Deed cannot be changed to become a Sale Deed, nor can the Mortgagee become the owner of the property. By doing so, it goes against the Mortgage Deed's Fundamental principles. As a result, the Court secures a Mortgagor's Right to redeem and offers them protection from being taken advantage of.

Additionally, Section 60 of the Transfer of Property Act, 1882 attempts to protect the mortgagor's interests while also outlining the fundamentals of the mortgage deed and the transfer of the property.

Additionally, the Mortgagee shall be the owner of the Mortgaged Property when the time allotted to redeem the Mortgaged Property has expired. However, after the allotted period has passed, the mortgagee can only get a Decree from the Competent Court in order to improve his or her title to the mortgaged property because it is Res-Integra, the right to redeem is terminated by merger, a future agreement between the same parties, or a Judgement rendered by a Court of law with jurisdiction.

Finally, as per the most current reference in India, we are capable of developing our own mortgage law as opposed to adhering to English law. As of now, according to English mortgage law, if there is no limitation term set for mortgage redemption, the mortgagee will be severely deprived of their rights.

## SUGGESTIONS

The main question is the Principle of Equity regarding the Mortgagor is that he has to depend on the time period of the contract to settle the Mortgage loan. However, the time period is decisively at the option of the Mortgagor to choose the no. of years but it still requires a prior closing date. If the Mortgagor has the money to settle the debt right away then why should he has to pay the interest just for the sake of fulfilment of the contract. The mortgagor borrows a loan when he is in need of money and he should not be compelled for availing such loan with a compulsory requirement of minimum years or decades of years of interest to be paid for the termination of such contracts. The current remedy of termination of contract only insists that it can be terminated prior to the date of completion if the mortgagor pays both the principal money and interests till the last year mentioned in the contract at the date which is prior to the completion date. The specific performance regarding the contract should be the repayment of the Principal Money with Interest till the requirement of the Mortgagor and not till the requirement of the completion of the contract on the benefit of the Mortgagee. The Mortgagor here obtains a position of a debtor and he should not be overburdened by the requirement of the fulfilment of the contract with demanded years of interests payable. Being a mortgagor is a requirement to fulfil to two obligations. Initially, he has to pay the loan. Secondly, he has to also protect the property from sale or foreclosure. The mortgagor is forced to pay a lot of money in the name of interest payable under the terms of the contract for years. The mortgagor is compelled to contribute the money by which he would have bought an another property if he had been in a better financial position. In the case of Movable property, the Pledgor can redeem the property without any completion of time period and even in the case of Mortgage by Title deeds, the Banker permits a prior closing date before the date of completion of the Mortgage deed with a charge. It seems that the right to redeem is not granted rather a right of postponement of redemption is granted. However, this concept was helpful in the 19<sup>th</sup> century. Since, the Mortgagee then had lesser options to earn and had problems regarding conversion of Liquid Cash due to lack of ATMs. Now, in the era of Globalization with more options for the Mortgagee or any such person to invest and earn are available and it is the time for the Parliament to make some amendments regarding a prior closing date for the

Mortgage. The right to redeem should be at the desire at of the Mortgagor and not Mortgagee.

## REFERENCES

### *Bibliography*

1. Myneni, S.R., Law of Property, Hyderabad, Asia Law House, 2015, Page No. 329.
2. Venkatasubbarao, G.C. Dr, The Transfer of Property Act, 1882, Chennai, C.Sitaraman & Co., 2022, Page No. 297.
3. Saxena, Dr. Poonam Pradhan, Property Law, New Delhi, LexisNexis, 2011, Page No. 343.
4. Bharuka, G.C., Mulla The Transfer of Property Act, New Delhi, LexisNexis Butterworths, 2006, Page No. 633.
5. Tripathi, G.P. Dr., The Transfer of Property Act, New Delhi, Central Law Publications, 2003, Page No. 267.
6. Sarathi, Vepa. P, Law of Transfer of Property, Lucknow, Eastern Book Company, 2012, Page No. 200.
7. Swamy, Maheshwara. N. Dr., Property Law, Hyderabad, Asia Law House, 2008, Page No. 235.
8. Sinha, R.K. Dr., The Transfer of Property Act, Allahabad, Central Law Agency, 2015, Page No. 293.

### *Webliography*

1. <https://articles.manupatra.com/article-details/Mortgage-under-the-Transfer-of-Property-Act-1882-A-Study> visited on 23/10/22 at 1.14 p.m.
2. <https://lawexplores.com/mortgages-3/> visited on 23/10/22 at 1.48 a.m.
3. <https://www.legalserviceindia.com/legal/article-2251-mortgagor-s-right-of-redemption.html> visited on 25/10/2022 at 8.45 p.m.
4. <https://blog.ipleaders.in/critical-analysis-mortgagors-right-redemption/> visited on 25/10/2022 at 8.49 p.m.



5. <https://www.mondaq.com/india/charges-mortgages-indemnities/623980/extinguishment-of-right-of-redemption> visited on 25/10/2022 at 11.55 p.m.

## ENDNOTES

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<sup>i</sup> <https://www.unbiased.co.uk/life/homes-property/what-s-the-longest-mortgage-term-you-can-get-in-the-uk> visited on 22/10/2022.

<sup>ii</sup> (1901) UKHL 3

<sup>iii</sup> (1902) SC 24, (1902)

<sup>iv</sup> AIR 1951 Nag 171

<sup>v</sup> AIR 1985 Cal. 133

<sup>vi</sup> 1899 2 Ch. 474

<sup>vii</sup> AIR 1983 P&H 437

<sup>viii</sup> AIR 1973 Guj. 93

<sup>ix</sup> (1898) 2 Ch. 307

<sup>x</sup> (1901) UKHL 3

<sup>xi</sup> (1914) AC 25

<sup>xii</sup> [1967] 3 WLR 605

<sup>xiii</sup> [1978] 2 WLR 535

<sup>xiv</sup> AIR 1922 Bom 277

<sup>xv</sup> 2006 [2] CTC 412

<sup>xvi</sup> (2011) 6 SCC 780

<sup>xvii</sup> 2012 [2] CTC 257

<sup>xviii</sup> (2013) 9 SCC 121

<sup>xix</sup> (2014) (5) SCC 610

<sup>xx</sup> (2015) 14 SCC 316

<sup>xxi</sup> 2017 SCC Online SC 67

<sup>xxii</sup> 2018 SAR (Civil Supp. II) 294

<sup>xxiii</sup> 2021 CWP No.6402 of 2019 (O&M)

<sup>xxiv</sup> Civil Appeal 4594 of 2010

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