LETTERS PATENT APPEAL

Before Mehar Singh, C.J. and Shamsher Bahadur, J.

HARDEV KAUR,—*Appellant*

versus

CHOWDHRY JODH SINGH,—*Respondent*

Letters Patent Appeal No. 364 of 1967.

May 2, 1968

Provident Funds Act (XIX of 1925)—Ss. 3, 4 and 5—Provident fund—Whether can be disposed of by will—Nominees of such fund—Rights of.

Held, that sections 3, 4 and 5 of Provident Funds Act, no doubt ensure that the benefit of the provident fund accrues either to the subscriber if he survives or to his heirs in case of his death, but it is not possible to make an inference that the Legislature having freed the provident fund from the demands of the creditors also intended that the subscriber should have no dominion over it and no power of disposition by a will. The Rules framed under the Act cannot be so construed to exclude a power of testamentary disposition of a subscriber with regard to the fund. The fund can, threfore, be disposed of by will.

(Paras 23 and 27)

Held, that nominee of a provident fund receives the payment of a provident fund for and on behalf of the dependants and members of the family of the deceased between whom it would be divided according to the personal law of the parties. The vesting of the provident fund in the nominee confers on him, the immediate right to possession and dominion over the amount without in any manner affecting the beneficial rights of actual owners, whoever they may be, either as heirs or legatees. (Para 13)

Letters Patent Appeal under Clause 10 of the Letters Patent against the judgment of the Hon'ble Mr. Justice A. N. Grover, dated 4th September, 1967, passed in Probate case No. 2 of 1966.

Petition by Shri Jodh Singh Chowdhary, son of Chowdhary Sunder Singh of 3929/2, Patel Road, Ambala City, for probate of the will of the deceased [Flt. Lt. Panj. Ratan Singh, No. 5081-GD(P)IAF] under sections 222, 276, 279, 280, 281 and 300 of the Indian Succession Act.

ATMA RAM, ADVOCATE, for the Appellant.

K. L. KAPUR, ADVOCATE, for the Respondent.

JUDGMENT

SHAMSHER BAHADUR, J.—The broad and substantial question for determination in the Letters Patent Appeals Nos. 364 and 389 of 1967 from the judgment, dated 4th September, 1967, of Grover J., relates to the competency to dispose of by will the provident fund of a subscriber belonging to the Defence Services and governed by Defence Services Officers' Provident Fund Rules (hereinafter called the Rules).

(2) Flt. Lt. Panj Rattan Singh, who died in an aircraft accident on 17th of June, 1966, was an officer in the Air Force and had been married to Hardev Kaur, appellant in L.P.A. No. 364 of 1967, at Nabha on 16th of November, 1958. The marriage did not seem to prosper and the husband applied under section 12 of the Hindu Marriage Act for a decree declaring the marriage a nullity. The application was made while the husband was posted at Jamnagar in August, 1959. This petition was not pressed and appears to have been withdrawn. From the contents of this petition (Exhibit R.W. 6/2) the principal allegation of the husband was that his wife was already pregnant when he married her and fraud had been perpetrated on him when the marriage was solemnised. The parties do not appear to have lived together for any length of time and a will, Exhibit A. 1 was executed by the husband on 14th of May, 1959, by which he bequeathed to his father Jodh Singh Chowdhury or his heirs, executors or administrators absolutely all his movable and immovable property and appointed him an executor of the will.

(3) After the death of Flt. Lt. Panj Rattan Singh (hereinafter called the officer), his father Jodh Singh Chowdhury applied to this Court for the probate of the will under the provisions of the Indian Succession Act, he having been unsuccessful in obtaining the payment of the provident fund amounting to Rs. 23,529, out of the total expected assets of Rs. 36,143.49 P., from the Controller of Defence Accounts, Meerut. The citations were published in the Tribune and the proceedings were fixed for hearing on 3rd of November, 1966. The caveator Hardev Kaur, widow of Panj Rattan Singh, contested the grant of the probate. It may be mentioned at this stage that Jodh Singh and his wife Gurcharan Kaur were appointed nominees by the Officer in respect of his provident fund on 5th of March, 1960. As an indication of the officer's intention, reference may be made to certain documents, the existence of which is not disputed by the

parties. On 10th of December, 1959, the officer wrote to the authorities (Exhibit R.W. 5/A) that the dependants mentioned in this letter, including his father, mother, brothers and sisters, may be paid the pensionary benefits. There is also the officer's record check form of 16th of July, 1960 (Exhibit R.W. 2/1), according to which the parents of the officer were appointed nominees to share the proceeds of the provident fund half and half. In another check form of 27th July, 1965 (Exhibit R.W. 2/2), the parents again are shown as nominees of the provident fund.

(4) Grover, J., on the evidence adduced before him, found that the will had been duly executed; indeed no challenge was ever offered to its execution before the learned Judge. In the words of the learned Judge, the learned counsel for the widow "could not point to any pleading of the respondent or to any other facts or evidence which would throw any doubt on the factum of the deceased being of a sound disposing mind at the material time. I would, therefore, hold that the execution and attestation of the will has been duly proved in accordance with law". It may here be mentioned in passing that the attesting officers who appeared before the learned Judge, deposed about their signatures on the will which were appended in the presence of the testator and also those of the testator which were made in their presence.

(5) It was contended on behalf of the widow, however, that the nomination in favour of the parents not being valid under the Rules, the provident fund and other dues are now payable to the widow as his only legal heir and dependant. The amounts, which were claimed in the probate, were these :—

		Rs
(1) Provident fund standing in the account of the deceased with Controller of Defence Accounts, Meerut		23,529
(2) Amount lying under C.D.S. with Controller of Defence Accounts		200
(3) Payable by Director of Personal Services, AIR Hd. Qr., New Delhi and O.C., I.A.F., Central Accounts Office, New Delhi, as		
(i) Gratuity (approximately)	...	5,000
(ii) Pay allowance and Bounty	...	1,000
(iii) Benevolent Fund	...	1,500

There were other items also but we are not concerned with them in these appeals. They included the personal assets of the deceased officer of about Rs. 5,000 in worth.

(6) The learned Judge granted a probate in favour of Jodh Singh Chowdhury, in respect of the provident fund. The gratuity amounting to Rs. 5,000 having been sanctioned by the President, in favour of the widow was excluded from the assets on the concession of the counsel, for Jodh Singh. The learned Judge further reached the conclusion that the pension having become payable to the widow could not be probated for. The benevolent fund, amounting to Rs. 1,500 was also excluded from the probate on the concession of the counsel for Jodh Singh. The sum of Rs. 1,200 was, however, included in the probate. In the result, probate was granted for the provident fund and the sum of Rs. 1,200. The amounts of Rs. 5,000 and Rs. 1,500 representing gratuity and benevolent fund, respectively were excluded from the probate and it was found that the widow alone was entitled to them.

(7) From the judgment of Grover, J., the widow of the officer Hardev Kaur has preferred Letters Patent Appeal No. 364 of 1967 while Jodh Singh has appealed in respect of the items excluded from the probate in L.P.A. No. 389 of 1967. This judgment will dispose of both these appeals.

(8) Before discussing the contentions of the parties' counsel, it would be necessary to advert to the relevant provisions of the Rules and the Indian Provident Fund Act. The Defence Services Officers' Provident Fund Rules define "family" in clause (iii) of rule 2 to mean "the wife or wives and children of a subscriber, and the widow, or widows, and children of a deceased son of the subscriber." Clause (viii) of rule 9, on which reliance is placed by the learned counsel, is to this effect :—

> (viii) On the death of a subscriber before quitting the service—
>
> (i) when the subscriber leaves a family—
>
> (a) if a nomination made by the subscriber in accordance with the provisions of clause (i) above, in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part, thereof, to which the nomination relates shall

become payable to his nominees in the proportion specified in the nomination;

(b) if no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part, thereof, to which the nomination does not relate, as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares:

Provided that no share shall be payable to—

(1) sons who have attained legal majority;

(2) sons of a deceased son who have attained legal majority;

(3) married daughters whose husbands are alive;

(4) married daughters of a deceased son whose husbands are alive, if there is any member of the family other than those specified in clauses (1), (2), (3) and (4):

* * *

Note 1.—(i) Any sum payable under these rules to a member of the family of a subscriber vests in such member under sub-section (2) of section 3 of the Provident Funds Act, 1925.

(ii) * * *".

(9) The Provident Funds Act, 1925, relating to Government and other Provident Funds, defines a dependant in clause (c) of section 2 as "a wife, husband, parent, child, minor brother, unmarried sister and a deceased sons' widow and child, and, where no parent of the subscriber or depositor is alive, a paternal grand-parent". Section 3 of the Act refers to compulsory deposits and is in these words :—

"(1) A compulsory deposit in any Government or Railway Provident Fund shall not in any way be capable of being assigned or charged and shall not be liable to attachment under any decree or order of any Civil, Revenue or Criminal Court in respect of any debt or liability incurred

by the subscriber or depositor, and neither the Official Assignee nor any receiver appointed under the Provincial Insolvency Act, 1920, shall be entitled to, or have any claim on any such compulsory deposit.

(2) Any sum standing to the credit of any subscriber to, or depositor in, any such Fund at the time of his decease and payable under the rules of the Fund to any dependant of the subscriber or depositor, or to such person as may be authorized by law to receive payment on his behalf, shall, subject to any deduction authorized by this Act and, save where the dependant is the widow or child of the subscriber or depositor, * * * vest in the dependant, and shall, subject as aforesaid, be free from any debt or other liability incurred by the deceased or incurred by the dependant before the death of the subscriber or depositor."

(10) With regard to repayments, an elaborate machinery is provided in section 4 which says :—

"(1) When under the rules of any Government or Railway Provident Fund the sum standing to the credit of any subscriber or depositor, or the balance, thereof after the making of any deduction authorized by this Act, has become payable, the officer whose duty it is to make the payment shall pay the sum or balance, as the case may be, to the subscriber or depositor, or, if he is dead, shall—

(a) if the sum or balance, or any part thereof, vests in a dependant under the provisions of section 3, pay the same to the dependant or to such person as may be authorized by law to receive payment on his behalf; or

(b) if the whole sum or balance, as the case may be, does not exceed five thousand rupees, pay the same, or any part, thereof which is not payable under clause (a), to any person nominated to receive it under the rules of the Fund, or, if no person is so nominated, to any person appearing to him to be otherwise entitled to receive it; or

(c) in the case of any sum or balance, or any part, thereof, which is not payable to any person under clause (a) or clause (b) pay the same,—

(i) to any person nominated to receive it under the rules of the Fund, on production by such person of probate

or letters of administration evidencing the grant to him of administration to the estate of the deceased or a certificate granted under the Succession Certificate Act, 1889, * * or

(ii) where no person is so nominated, to any person who produces such probate, letters or certificate:

* * *".

(11) It is to be observed that clause (c) envisages the payment of provident fund in absence of a valid nomination to a person entitled to receive it under a probate or letters of administration. A disposition of the provident fund by will appears to be accepted by implication.

(12) Section 5 deals with the rights of nominees and its principal features under the Amending Act of 1946 are :—

"(1) Notwithstanding anything contained in any law for the time being in force or in any disposition, whether testamentary or otherwise, by a subscriber, to, or depositor in, a Government or Railway Provident Fund of the sum standing to his credit in the Fund, or of any part, thereof, where any nomination, duly made in accordance with the rules of the Fund, purports to confer upon any person the right to receive the whole or any part of such sum on the death of the subscriber or depositor occurring before the sum has become payable or before the sum having become payable, has been paid, the said person shall, on the death as aforesaid of the subscriber or depositor, become entitled, to the exclusion of all other persons, to receive such sum or part thereof, as the case may be, unless—

(a) such nomination is at any time varied by another nomination made in like manner or expressly cancelled by notice given in the manner and to the authority prescribed by those rules; or

(b) such nomination at any time becomes invalid by reason of the happening of some contingency specified therein,—

and if the said person predeceases the subscriber or depositor, the nomination shall, so far as it relates to the right conferred upon the said person, become void and of no effect :"

Provided that * * *".

(13) It is common ground that the nomination in favour of the parents of the officer cannot be regarded as valid as they are not included in the term 'family' as defined in the Rules. What Mr. Atma Ram seeks to deduce from this is that the provident fund becomes automatically payable to the widow under rule 9(viii)(i)(b). We have heard arguments at great length on the rights of a nominee. According to one line of thought, the nominee, under the provisions of the Act, is entitled to receive payment absolutely and unconditionally and he does not receive it as a trustee. According to this view, the heirs of a nominee would exclude the other dependants or members of the family under the Rules or the Act. It may, however, be mentioned that two of the principal planks on which this reasoning is based have been removed by the amendments introduced in the Provident Funds Act. From sub-section (1) of section 5, the word 'absolutely' has been deleted. It would further be noted that by the amendment it is said that if the nominee predeceases the subscriber or depositor the nomination shall, so far as it relates to the right conferred upon the said nominee, become void and of no effect. The second view, for which there is preponderance of authority, says that a nominee receives the payment of a provident fund for and on behalf of dependants and members of the family of the deceased between whom it would be divided according to the personal law of the parties.

(14) Reference may first be made to a Division Bench decision of the Sind High Court of Chief Justice Tyabji and Meher, J., in *Noor Mahomed* v. *Sardar Khatun* (1), in which much of the case law is discussed. It was ovserved by the Chief Justice that :—

> "In every case the right conferred by the Act upon the nominee, whether the nominee be a dependant or not, is the 'right to receive' the amount deposited in the Provident Fund by the subscriber, nothing more and nothing less, although it is enacted that the nomination shall be deemed to confer such right absolutely, notwithstanding anything contained in any law or any disposition made by the subscriber."

(15) In speaking about "vesting" the learned Chief Justice observed that :—

> "Vesting in relation to property means the acquisition of the legal right of immediate possession and dominion over

(1) A.I.R. 1949 Sind 38.

property. It means nothing more. The words 'the sum shall vest in the nominee' do not connote anything more than that in law the legal right to immediate possession of and dominion over the property shall pass from the trustees of the fund to the nominee, and do not mean that the full rights of ownership, including the right to the beneficial enjoyment of the property, shall pass to the nominee. The nominee becomes entitled to possession of the sum without having to obtain letters of administration or a succession certificate. A property may vest in one person, and the beneficial right of enjoyment of the property as an owner may at the same time vest in another person. The effect of the provident fund vesting in the nominee, when the nominee is a dependant, is therefore, quite clear. It confers on the nominee the immediate right to possession and dominion over the amount, without in any manner affecting the beneficial rights of the actual owners, whoever they may be, either as heirs or legatees."

(16) This view found favour with a Division Bench of Chief Justice Hidayatullah and Chaturvedi, J., in *Union of Bharat, Ministry of Railway* v. *Mst. Asha Bi*, (2). In discussing the effect of section 5 of the Act, the learned Chief Justice observed that :—

"Section 5 merely wipes out all the personal and other law for the time being in force and also sets at naught any other disposition by the subscriber, whether testamentary or otherwise, creating a right in the nominee to receive the money from the Government or the other holder of the provident fund. It is also stated in the section that the nomination confers this right on the nominee absolutely. This last provision cannot be read as making the nominee the owner of the fund. It only gives him the right to demand it unconditionally. For example it is not open to the holder of the fund to demand any document from a Court or to ask the recipient for an indemnity bond or security before the payment is made. The right is conferred absolutely or in other words, unconditionally. So long as the nomination stands, the nominee is required only to prove that he is the person nominated by the subscriber and he can then receive the amount without any conditions being imposed on him."

(2) A.I.R. 1957 M. P. 79.

(17) It was held by this Division Bench that :—

> "The nomination is in its nature testamentary and being ambulatory the death of the nominee in the lifetime of the subscriber defeats the nomination, so that on the death of the member his legal personal representative is entitled to the property and not the legal representative of the nominee."

(18) Both in the judgments of Chief Justice Tyabji and Chief Justice Hidayatullah, it has been emphasised that the nomination made by a subscriber is to prevail over any other disposition made by him and indeed nomination itself is regarded in its nature as testamentary. These observations cannot, however, be projected to mean that when there is no valid and subsisting nomination, the subcsriber is precluded from making a will about his provident fund.

(19) A seemingly contrary view in the Nagpur case in *Governor-General in Council* v. *Jagannath Suka* (3), by Chief Justice Grille and Hidayatullah, J. (as the Chief Justice then was) appears to have been fully discussed in the later judgment of the Madhya Pradesh Court (AIR 1957 M.P. 79), and that case must be deemed to have been decided on its own facts. The view taken by a Division Bench of Edgley and Rahman JJ., in *Keshab Lal* v. *Ivarani Rudhra* (4), where the legal representatives of a nominee were preferred over the heirs cannot be regarded as good law now in view of the amendment which had been introduced in the Act in 1946. The same observations would apply to a Division Bench authority of Beasley, C.J., and Stodart, J., in *Mon Singh* v. *Mothi Bai* (5), where it was held that on the death of a nominee the provident fund vests in his heirs.

(20) Mr. Atma Ram, the learned counsel for the widow, has placed very strong reliance on a Single Bench judgment of Panckridge, J., in *Nidhusudan Mukherjee* v. *Smt. Bibhabati Debi* (6), where the learned Judge observed that the rights of nominee, which include the rights of the nominee's representatives, are expressly postponed to the rights of dependants. This conclusion,

(3) A.I.R. 1949 Nag. 85.
(4) A.I.R. 1947 Cal. 176.
(5) A.I.R. 1936 Mad. 477.
(6) A.I.R. 1940 Cal. 395.

which the Court drew from the provisions of section 4 of the Act can only mean that the rights of the dependants cannot be curtailed or overreached by nominations. But in the absence of nomination, the ruling cannot be extended to mean that the rights of the family members cannot be abridged by the testamentary disposition of the subscriber.

(21) Mr. Kapur, the learned counsel for Jodh Singh, has argued that an analogous provision in the Life Insurance Act has been construed in the way which is in consonance with the view that a nominee merely collects the money for distribution between the dependants as beneficiaries. Sub-section (1) of section 39 of the Insurance Act, 1938, says that :—

> "The holder of a policy of life insurance on his own life, may when effecting the policy or at any time before the policy matures for payment, nominate the person or persons to whom the money secured by the policy shall be paid in the event of his death."

(22) Under sub-section (6) the amount secured by the policy becomes payable to the nominee or nominees. It came for determination before a Full Bench of the Kerala High Court in *Sarojini Amma* v. *Neelakanta* (7), whether the nominee under the Insurance Act had a mere right to collect the amount or a right to appropriate it as well. It was held by the Court that the nominee had a bare right to collect the policy money on the death of the assured and to give a good discharge to the insurance company. He did not become the owner of the money payable under the policy and he is liable to make it over to the legal representatives of the assured.

(23) Mr. Atma Ram's contention that there being no valid subsisting nomination, the provident fund should be paid to the widow under the relevant rules can only be accepted if it is found that the provident fund cannot be disposed of by the subscriber by a will. In the submission of Mr. Atma Ram, the provident fund cannot form a part of the estate as the Legislature has gone to the extent of protecting it from the hands of the creditors of the subscriber. An elaborate machinery, in his submission, has been set up under

(7) A.I.R. 1961 Kerala 126.

the Act in sections 3, 4 and 5 to ensure that the benefit of the provident fund accrues either to the subscriber if he survives or to his heirs in case of his death. It is not possible to make an inference that the Legislature having freed the provident fund from the demands of the creditors also intended that the subscriber should have no dominion over it and no power of disposition by a will. In *Noor Mahomed* v. *Sardar Khatun* (1), Chief Justice Tyabji observed at page 42 that the vesting of the provident fund in the nominee confers on him "the immediate right to possession and dominion over the amount, without in any manner affecting the beneficial rights of the actual owners, whoever they be, either as heirs or legatees". It was clearly envisaged that the beneficiaries of the provident fund would include the legatees, if any. It would thus be difficult to agree with Mr. Atma Ram that the deceased officer had no power to make a will in favour of his father. In a Full Bench of the Oudh Chief Court in *Norah Margaret Robinson* v. *H. H. Robinson* (8), the probate in respect of a will disposing of the provident fund in her favour was granted in favour of Norah Robinson and it seems to have been assumed that the money standing to the credit of a deceased person in Railway Provident Fund deposit is personal asset of the deceased. Addison, J. in *Hardial Devi Ditta* v. *Janki Dass* (9), following the ruling in *Aimai* v. *Awabai* (10), held that "on the subscriber's death the Fund forms part of his undisposed of estate". In *Aimai* v. *Awabai* (10), on which Addison, J., relied, it was said that appointment of a nominee did not constitute a gift or will in his favour and on the subscriber's death the provident fund forms part of his undisposed of estate.

(24) That provident fund can be disposed of by will is also a view of a Division Bench of (Walmsley and Chakravarti, JJ., in *Kalisadhan Mitra* v. *Prafulla Chandra Mitra* (11). In that case, a person holding a deposit in the Railway Provident Fund filed a declaration in favour of a person who in the event of his death was entitled to receive payment, and it was added by the subscriber that "I make this my will so far as regards such deposit". It was held that the rules of the Fund did not prevent a declaration from being treated as a will. Apart from the rule on

(8) A.I.R. 1930 Oudh 145 (F.B.).
(9) A.I.R. 1928 Lahore 773.
(10) A.I.R. 1924 Sind 57.
(11) A.I.R. 1926 Cal. 1061.

which Mr. Atma Ram has relied that the money becomes payable to a dependent if there is no nomination, there is no provision in the relevant rules to suggest that the deceased officer did not have disposing power over his provident fund. Nor do we see our way to accede to his submission that the widow is at any rate entitled to the benefit of the provident fund under sub-section (2) of section 3 of the Act. The observations in some of the rulings that the provident fund is to be administered in accordance with the relevant rlues, do not preclude the legal right of a subscriber to dispose it of by a will.

(25) In our opinion, the appeal of Hardev Kaur must, therefore, fail and is dismissed . We would make no order as to costs.

(26) With regard to the appeal of Jodh Singh, Mr. Kapur only stresses that the gratuity should have been included in the assets for which probate has been granted. He has invited our attention to Pension Regulations for the Air Force, Part II (1961 edition), a reference which was not available to him when the matter was argued before the learned Judge. In regulation 68, relating to payment of pension in respect of deceased pensioners, it is stated thus:—

> "68 (a) Subject to provisions of clause (b), arrears of pension or gratuity due to the estate of a deceased pensioner may be paid to the legal heir on production of a certified copy of the probate of the will, if any, left by the deceased, or letters of administration granted by a court of law or an indemnity certificate signed by two responsible persons that the claimant is the legal heir..... If the legal heir is a minor, payment shall be made to the legal guardian or when there is none, to the person appointed by a court of law.
>
> (b) Claims to arrears of pensioner preferred after the expiration of one year from the pensioner's death may be admitted in full by the Controller of Defence Accounts (Pensions) if he is satisfied with the claimant's explanation for the delay; if he is not satisfied with the explanation, he shall obtain orders of the President."

(27) Apart from the contentions raised in this appeal to which I would advert in a moment, it is remarkable to observe

that in this regulation testamentary power to dispose of pension and gratuity is fully assumed. There is hardly any principle which would justify this Court to say that the Rules framed should be so construed as to exclude such a power of testamentary disposition of a subscriber with regard to provident fund.

(28) Mr. Kapur has invited our attention to Exhibit R.W. 5/A of 10th December, 1959, wherein the officer had named his parents amongst the persons who were to receive pensionary benefits. He has also asked to take account of the letter dated 10th March, 1967, (Exhibit R.W. 3/1) of the Ministry of Defence addressed to the Controller of Defence Accounts (Pensions) in which a special family pension to the widow at the rate of Rs. 160 per mensem has been granted and the death gratuity of Rs. 2,670 has been fixed. It is submitted by him that the amount of gratuity actually came to be fixed in this letter and he was not in a position to submit before the learned Judge that this specified sum should be made a subject of probate. We think, there is force in Mr. Kapur's argument especially in view of the observation of Grover, J., towards the end of his judgment that:—

> "Gratuity could not form part of the assets of the deceased and Mr. Kapur has been unable to show anything to the contrary.".

(29) We would, therefore, allow the appeal of Jodh Singh only to the extent that the sum of Rs. 2,670 as gratuity should be included in the list of assets for which probate is to be granted in favour of Jodh Singh, L.P.A. No. 389 of 1967 would be allowed only to this extent. We would make no order as to costs of this appeal as well.

MEHAR SINGH, C.J.—I agree.

R.N.M.

CIVIL MISCELLANEOUS

Before Prem Chand Pandit, J.

M/S ELITE ENGINEERING AND GENERAL WORKS,—*Petitioner*

versus

LABOUR COURT, JULLUNDUR AND ANOTHER,—*Respondents*

Civil Writ No. 1466 of 1967.

May 2, 1968.

Constitution of India (1950) *Article 226—Refusal of an Industrial Tribunal to grant adjournment—Such order—Whether can be interfered with by the High Court.*