Chawali Vs. State of U.P. and Others

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Court : Allahabad Lucknow

Decided On : Jan-16-2015

Judge : Devi Prasad Singh, Amreshwar Pratap Sahi &Amp; Ajai Lamba

Appeal No. : Misc. Bench No. 9470 of 2014 Connected with Special Appeal (D) No. 32 of 2014, Writ Petition No. 2666 of 2013 & Writ Petition No. 299(H/C) of 2014

Appellant : Chawali

Respondent : State of U.P. and Others

Judgement :

Ajai Lamba, J.

1. I had the privilege of going through the judgment prepared by Hon'ble Justice Devi Prasad Singh and Hon'ble Justice A.P.Sahi.

2. I fully agree with the answers given by my brother Justice A.P.Sahi to issues (A),(B),(C),(D),(E),(G) and (H), as encased in the judgment.

3. With all humility, however, I differ on the answer recorded in context of Issue (F). I would like to record my separate reasons and findings on the issue.

4. For ready reference, Issue (F) reads as under:

"The status of final judgment unsigned by one of the Judges of the Bench and the conflict of opinion and its reference by Hon'ble the Chief Justice."

5. The issue has been framed in context of Questions 9, 11, 14, 16, 17 and 18, as they are related. Before making an endeavour to address the issue, the sequence of events is required to be reiterated in brief.

6. The relevant facts to be noted in this context are that the Bench constituted of Hon'ble Justice Amar Saran and Hon'ble Justice Shri Narayan Shukla pronounced 'judgment' dated 19.9.2014 in open court. The Presiding Judge viz. Hon'ble Justice Amar Saran signed the judgment and sent it to Hon'ble Justice Shri Narayan Shukla for affixing signatures.

7. In the interregnum period before Hon'ble Justice Shukla could affix signatures, order dated 22.9.2014 was rendered by the Division Bench headed by Hon'ble Justice Rajiv Sharma. Apparently, the order was brought to the notice of Hon'ble Justice Shri Narayan Shukla.

8. The order rendered by the Bench headed by Hon'ble Justice Rajiv Sharma reflects the intricate developments in the connected cases and while referring to them, the Registry was directed to place the entire record before Hon'ble the Chief Justice. By implication, issue of jurisdiction of Bench headed by Hon'ble Justice Amar Saran was raised by Hon'ble Justice Rajiv Sharma in the order of the Bench dated 22.9.2014. In these peculiar facts and circumstances of the case, a separate order dated 24.9.2014 appears to have been passed by Hon'ble Justice Shri Narayan Shukla. The original draft judgment pronounced in Court by the Bench consisting of Hon'ble Justice Amar Saran and Hon'ble Justice Shri Narayan Shukla dated 19.9.2014 was accordingly not singed by Hon'ble Justice Shri Narayan Shukla, rather order dated 24.9.2014 was passed.

9. Before considering the case law on the issue, in context of the above noted facts, the relevant Rule from The Allahabad High Court Rules, 1952 (for short 'the Rules') needs to be noted. Chapter VII Rule 1 to 4 are extracted herebelow:

"1. Pronouncing of judgment:- (1) After a case has been heard judgment may be pronounced either at once or on some future date, of which notice shall be given to the Advocates of the parties : Provided that notification in the Cause List shall be deemed to be sufficient notice.

2. Where a case is heard by two or more Judges and judgment is reserved, their judgment or judgments, may be pronounced by any one of them. If no such Judge be present such judgment or judgments may be pronounced by any other Judge.

(3) Where a case is heard by a Judge sitting alone and judgment is reserved, his judgment may, in his absence, be pronounced by any other Judge.

2. Judgment or order to be recorded:- Every judgment or order delivered by the Court shall be recorded. Where a written judgment or order is delivered, such judgment or order shall form part of the record. Where the judgment or order is delivered orally in open Court it shall be taken down by a judgment clerk and a transcript thereof shall form part of record.

3. Transcript of judgment or order prepared by a judgment clerk:- The transcript of the judgment or order prepared by the judgment clerk shall be filed by him with the paper- book of the case to which it relates not later than on week from the date on which such judgment or order was delivered. He shall initial the transcript and enter at the foot thereof the date on which the judgment or order was delivered and the date on which the transcript was filed with the paper book of the case.

4. Judgment or order to be sealed with the seal of the Court:- (1) When the transcript of the judgment or order prepared by the judgment clerk has been filed with the paper book of the case, the Bench Reader shall submit it to the Judge or Judges who delivered it. It shall then be signed or intialled by such Judge or Judges after such corrections as may be considered necessary. Thereafter it shall be sealed with the seal of the Court by the Bench Reader.

(2) Where the Judge or any one of the Judges by whom the judgment or order was delivered is not available on account of death, illness, retirement or any ;other cause, the transcript shall be submitted to the Chief Justice and it may be sealed

under his orders without the signature of such Judge, an endorsement to that effect being made on such judgment or order under the signature of the Registrar General.

3. Where a written judgment or order is delivered it shall, after it has been signed or initialled by the Judge or Judges delivering it, be sealed with the seal of the Court by the Bench Reader."

(emphasis supplied by me)

10. It is trite in law that rules framed by the High Court have binding effect. In Monnet Ispat and Energy Limited v. Jan Chetna and others, (2013) 10 SCC 574, the Hon'ble Supreme Court of India has emphasized that every Bench of the High Court should scrupulously follow the relevant rules.

11. The Hon'ble Supreme Court of India in Surendra Singh and others v. State of Uttar Pradesh, AIR 1954, SC 194 (3 JJ), dealt with a judgment delivered by Allahabad High Court in criminal appellate jurisdiction. One of the Judges dictated a 'judgment' purporting to do so on behalf of himself and his brother Judge, i.e. to say that it was a joint judgment as pronoun "We" was used. The Judge signed every page of the judgment as well as at the end, however, did not put a date on it. The "Judgment" was sent to the brother Judge. The Judge who authored the 'judgment' died on 24.12.1952 before it could be delivered. After the death, on 5.1.1953, the other Judge purported to deliver the 'Judgment' of the Court after signing it and putting a date on it viz; 5.1.1953. Since the signature of the author Judge were still there, anyone reading the judgment and not knowing the above noted facts would conclude that the author Judge was a party to the delivery of the "Judgment" on 5.1.1953. It is in these circumstances the matter was carried to the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India, in context of the Allahabad High Court Rules, held as follows :

"10. In our opinion, a judgment within the meaning of these sections is the final decision of the court intimated to the parties and to the world at large by formal "pronouncement" or "delivery" in open court. It is a judicial act which must be performed in a judicial way. Small regularities in the manner of pronouncement or

the mode of delivery do not matter but the substance of the thing must be there : that can neither be blurred nor left to inference and conjecture nor can it be vague. All the rest - the manner in which it is to be recorded, the way in which it is to be authenticated, the signing and the sealing, all the rules designed to secure certainty about its content and matter - can be cured; but not the hard core, namely the formal intimation of the decision and its contents formally declared in a judicial way in open court. The exact way in which this is done does not matter. In some courts the judgment is delivered orally or read out, in some only the operative portion is pronounced, in some the judgment is merely signed after giving notice to the parties and laying the draft on the table for a given number of days for inspection.

11. An important point therefore arises. It is evident that the decision which is so pronounced or intimated must be a declaration of the mind of the court as it is at the time of pronouncement. We lay no stress on the mode or manner of delivery, as that is not of the essence, except to say that it must be done in a judicial way in open court. But however it is done it must be an expression of the mind of the court at the time of delivery. We say this because that is the first judicial act touching the judgment which the court performs after the hearing. Everything else up till then is done out of court and is not intended to be the operative act which sets all the consequences which follow on the judgment in motion. Judges may, and often do, discuss the matter among themselves and reach a tentative conclusion. That is not their judgment. They may write and exchange drafts. Those are not the judgments either, however heavily and often they may have been signed. The final operative act is that which is formally declared in open court with the intention of making it the operative decision of the court. That is what constitutes the "judgment".

12. Now up to the moment the judgment is delivered Judges have the right to change their mind. There is a sort of locus penitential, and indeed last minute alterations sometimes do occur. Therefore, however much a draft judgment may have been signed beforehand, it is nothing but a draft till formally delivered as the judgment of the court. Only then does it crystallise into a full fledged judgment and become operative. It follows that the Judge who "delivers" the judgment, or causes

it to be delivered by a brother Judge, must be in existence as a member of the court at the moment of delivered so that he can, if necessary, stop delivery and say that he has changed his mind. There is no need for him to be physically present in court but he must be in existence as a member of the court and be in a position to stop delivery and effect an alteration should there be any last minute change of mind on his part. If he hands in a draft and signs it and indicates that he intends that to be the final expository of his views it can be assumed that those are still his views at the moment of delivery if he is alive and in a position to change his mind but takes no steps to arrest delivery.

But one cannot assume that he would not have changed his mind if he is no longer in a position to do so. A Judge's responsibility is heavy and when a man's life and liberty hang upon his decision nothing can be left to chance or doubt or conjecture; also, a question of public policy is involved. As we have indicated, it is frequently the practice to send a draft, sometimes a signed draft, to a brother Judge who also heard the case. This may be merely for his information, or for consideration and criticism. The mere signing of the draft does not necessary indicate a closed mind. We feel it would be against public policy to leave the door open for an investigation whether a draft sent by a Judge was intended to embody his final and unalterable opinion or was only intended to be a tentative draft sent with an unwritten understanding that he is free to change his mind should fresh light dawn upon him before the delivery of judgment."

(emphasis supplied by me)

12. In Kushalbhai Ratanbhai Rohit and others v. State of Gujarat, reported in (2014) 9 SCC 124 (3 JJ), a criminal appeal was finally heard on 11.12.2013 and the court took a view that sanction of the State Government under Section 197 of the Criminal Procedure Code, 1973, was necessarily required. In view thereof the order was dictated in open court allowing the appeal on technical issue. However, the order dictated in open court acquitting the petitioners vide order dated 11.12.2013 was recalled by the Court suo motu vide order dated 27.12.2013 and directed the appeal to be reheard. The order had been recalled on the ground that the Court wanted to examine the issue further as to whether in the facts and

circumstances of the case where the accused had been police constables, the offence could not be attributed to have been committed under the commission of their duty where sanction under Section 197 Cr.P.C. would be attracted. It is in these circumstances the Hon'ble Supreme Court was approached by the accused.

13. The contention of learned counsel for the petitioners was that once the order had been dictated in open court, the order to review or recall is not permissible in view of the provisions of Section 362 Cr.P.C.. It was contended that once the judgment had been pronounced, the judgment could not have been recalled in review jurisdiction. The contention has been rejected by the Hon'ble Supreme Court of India. In the said case, admittedly the order was dictated in open Court but had not been signed.

14. The Court held in following terms in paras 10,11 and 12 of the judgment :

10. In Sangam Lal v. Rent Control and Eviction Officer, and Ors. AIR 1966 All. 221, while dealing with the rent control matter, the Court came to the conclusion that until a judgment is signed and sealed after delivering in court, it is not a judgment and it can be changed or altered at any time before it is signed and sealed.

11. This Court has also dealt with the issue in Surendra Singh v. State of U.P., observing as under: (AIR pp. 196-97, para 12) :

"12. Now up to the moment the judgment is delivered Judges have the right to change their mind. There is a sort Of 'locus paenitentiae' and indeed last minute alterations often do occur. Therefore, however much a draft judgment may have been signed beforehand, it is nothing but a draft till formally delivered as the judgment of the Court. Only then does it crystallize into a full fledged judgment and become operative. It follows that the Judge who "delivers" the judgment, or causes it to be delivered by a brother Judge, must be in existence as a member of the Court at the moment of delivery so that he can, if necessary, stop delivery and say that he has changed his mind. There is no need for him to be physically present in court but he must be in existence as a member of the Court and be in a position to stop delivery and effect an alteration should there be any last minute change of

mind on his part. If he hands in a draft and signs it and indicates that he intends that to be the final expository of his views it can be assumed that those are still his views at the moment of delivery if he is alive and in a position to change his mind but takes no steps to arrest delivery.

But one cannot assume that he would not have changed his mind if he is no longer in a position to do so. A Judge's responsibility is heavy and when a man's life and liberty hang upon his decision nothing can be left to chance or doubt or conjecture; also, a question of public policy is involved. As we have indicated, it is frequently the practice to send a draft, sometimes a signed draft, to a brother Judge who also heard the case. This may be merely for his information, or for consideration and criticism. The mere signing of the draft does not necessarily indicate a closed mind. We feel it would be against public policy to leave the door open for an investigation whether a draft sent by a Judge was intended to embody his final and unalterable opinion or was only intended to be a tentative draft sent with an unwritten understanding that he is free to change his mind should fresh light dawn upon him before the delivery of judgment."

12. Thus, from the above, it is evident that a Judge's responsibility is very heavy, particularly, in a case where a man's life and liberty hang upon his decision nothing can be left to chance or doubt or conjecture. Therefore, one cannot assume, that the Judge would not have changed his mind before the judgment become final."

(emphasis supplied by me)

15. In A.I.R. 1988 SUPREME COURT 371, Vinod Kumar Singh v. Banaras Hindu University and others (2 JJ), the Hon'ble Supreme Court was dealing with a case from this court wherein a Division Bench heard a writ petition, concluded the proceedings and judgment was dictated in open court allowing the writ petition. The appellant applied for certified copy of the judgment, but was told that the matter was again in the hearing list and would be heard afresh. In these circumstances the matter was carried to the Hon'ble Supreme Court.

16. It was contended by learned counsel for the petitioner that once judgment was delivered in open court, it became operative and could not be changed.

17. There was no dispute that the Division Bench had heard the writ petition and had disposed it of. The Hon'ble Supreme Court after referring to Surendra Singh's case (supra) held in the following in terms in paras 6 to 9 :

6. The above observations were made, as already mentioned, in a case where the judgment had been signed but not pronounced in the open court. In the present case, we are concerned with a judgment that had been pronounced but not signed. The provision in O.20, R.3 of the Civil P.C. indicates the position in such cases. It permits alterations or additions to a judgment so long as it is not signed. This is also apparently what has been referred to in the last paragraph of the extract from the judgment of Bose, J. quoted above, where it has been pointed out that a judgment which has been delivered "can be freely altered or amended or even changed completely without further formality, except notice to the parties and re-hearing on the point of change, should that be necessary, provided it has not been signed." It is only after the judgment is both pronounced and signed that alterations or additions are not permissible, except under the provisions of S.152 or S.114 of the Civil P.C. or, in very exceptional cases, under S.151 of the Civil P.C.

7. But, while the Court has undoubted power to alter or modify a judgment, delivered but not signed, such power should be exercised judicially, sparingly and for adequate reasons. When a judgment is pronounced in open court, parties act on the basis that it is the judgment of the Court and that the signing is a formality to follow.

8. We have extensively extracted from what Bose J. spoke in this judgment to impress upon everyone that pronouncement of a judgment in court whether immediately after the hearing or after reserving the same to be delivered later should ordinarily be considered as the final act of the court with reference to the case. Bose J. emphasised the feature that as soon as the judgment is delivered that becomes the operative pronouncement of the court. That would mean that the judgment to be operative does not await signing thereof by the court. There may

be exceptions to the rule, for instance, soon after the judgment is dictated in open court, a feature which had not been placed for consideration of the court is brought to its notice by counsel of any of the parties or the court discovers some new facts from the record. In such a case the court may give direction that the judgment which has just been delivered would not be effective and the case shall be further heard. There may also be cases-though their number would be few and far between- where when the judgment is placed for signature the court notices a feature which should have been taken into account. In such a situation the matter may be placed for further consideration upon notice to the parties. If the judgment delivered is intended not to be operative, good reasons should be given.

9. Ordinarily judgment is not delivered till the hearing is complete by listening to submissions of counsel and perusal of records and a definite view is reached by the court in regard to the conclusion. Once that stage is reached and the court pronounces the judgment, the same should not be reopened unless there be some exceptional circumstance or a review is asked for and is granted. When the judgment is pronounced, parties present in the court know the conclusion in the matter and often on the basis of such pronouncement, they proceed to conduct their affairs. If what is pronounced in court is not acted upon, certainly litigants would be prejudiced. Confidence of the litigants in the judicial process would be shaken. A judgment pronounced in open court should be acted upon unless there be some exceptional feature and if there be any such, the same should appear from the record of the case, in the instant matter, we find that there is no material at all to show as to what led the Division Bench which had pronounced the judgment in open court not to authenticate the same by signing it. In such a situation the judgment delivered has to be taken as final and the writ petition should not have been placed for fresh hearing. The subsequent order dismissing the writ petition was not available to be made once it is held that the writ petition stood disposed of by the judgment of the Division Bench on 28.7.1986.

(emphasis supplied by me)

18. In A.I.R. 1966 Allahabad 221, Sangam Lal v. Rent Control and Eviction Officer, Allahabad and others (F.B.) this court dealt with the issue as to whether a

judgment orally dictated in open court, but before it is signed and sealed, it can be completely changed ? After referring to Surendra Singh's case (supra) and other cases in context of the High Court Rules the following has been held :

"These rules provide for four different situations: (1) for judgments which are pronounced at once as soon as the case has been heard; (2) for those which are pronounced on some future date; (3) for judgments which are oral, and (4) for those which are written. These rules use the word "pronounced" in some places and "delivered" in others. Counsel tried to make capital out of this and said that a judgment had to be both "pronounced" and "delivered" and that they were two different things.

We do not intend to construe these rules too technically because they are designed, as indeed are all rules, to further the ends of justice and must not be viewed too narrowly; nor do we desire to curtail the jurisdiction which the Privy Council point out is inherent in Courts to make good inherent defects caused by accidents such as death."

A perusal of this decision of the Supreme Court shows that their Lordships considered three different contingencies: (1) a case in which arguments have been heard and judgment has been reserved and is pronounced at a later date; (2) a case in which Judgment is delivered in open Court after arguments have been heard but it has not been signed; and (3) a case in which judgment has not only been delivered after hearing arguments but has also been transcribed and signed. As regards the first of the three contingencies mentioned above their Lordships observed as follows:--

"Now, upto the moment the judgment is delivered Judges have the right to change their mind. There is a sort of "locus paenitentiae" and indeed, last minute alterations often do occur. Therefore, however much a draft judgment may have been signed beforehand; it is nothing but a draft till formally delivered as the judgment of the Court. Only then does it crystallize into a full fledged judgment and become operative."

With regard to the second and the third contingencies mentioned above, their Lordships observed as follows:--

"After the judgment has been delivered provision is made for review. One provision is that it can be freely altered or amended or even changed completely without further formality, except notice to the parties and a rehearing on the point of change should that be necessary, provided it has not been signed. Another is that after signature a review properly so-called would lie in civil cases but none in criminal: but the review, when it lies, is only permitted on very narrow grounds. But in this case the mere fact that a Judge is dead and so cannot review his judgment does not affect the validity of the judgment which has already been delivered and has become effective. For this reason, there is a distinction between judgments which have not been delivered and so have not become operative and those which have. In the former case, the alteration is out of Court. It is not a judicial act. It is only part of a process of reaching a final conclusion; also there is no formal public declaration of the Judges mind in open Court and consequently there is no "judgment" which can be acted upon. But after delivery the alteration cannot be made without notice to the parties and the proceedings must take place in open Court, and if there is no alteration there is something which is final and conclusive and which can at once be acted upon. The difference is this. In the one case one cannot know, and it would be against public policy to enquire, whether the draft of a judgment is the final conclusion of the Judge or is only a tentative opinion subject to alteration and change. In the second case, the Judge has publicly declared his mind and cannot therefore change it without notice to the parties and without hearing them afresh when that is necessary; and if there is no change the judgment continues in force. By change we mean an alteration of the decision and not merely the addition or subtraction of part of the reasoning."

In our view, this decision of the Supreme Court furnishes a complete answer to the question referred to us. It makes it clear that there is power of "review" both in cases where judgment has been delivered but not signed and cases in which judgment has been delivered, signed and sealed; in the former case the power to alter or amend or even to change completely is unlimited provided notice is given to the parties and they are heard before the proposed change is made, while in the

latter case the power is limited and review is permitted only on very narrow grounds. We are therefore, of the view that 1961 All LJ 244; AIR 1961 All 326), ('supra) was rightly decided and our answer to the question referred to us is as follows:

"A judgment which has been orally dictated in open Court can be completely changed before it is signed and sealed provided notice is given to all parties concerned and they are heard before the change is made."

(emphasis supplied by me)

19. Perusal of the above extracted portion from the judgment rendered in Surendra Singh's case (supra) indicates that by way of pronouncement in open court, declaration of mind of the court is made known to the litigants and public. It has further been held that upto the moment the judgment is "delivered", the Judges have a right to change their mind. There is scope for last minute alterations. It becomes a judgment only after its formal deliverance. Only thereafter it crystallizes into a full-fledged judgment and becomes operative. The emphasized portion from the judgment also indicates that the Judge at the time of formal delivery of the judgment must be in existence as a member of the Court and be in a position to stop delivery and effect an alteration, should there be any last minute change of mind on his part.

20. Likewise from the above extracted portion from the case of Kushalbhai Ratanbhai Rohit (supra), it transpires that a judgment was pronounced by way of dictation in open court, acquitting the petitioners vide order dated 11.12.2013. The order had not been signed by the Judges. Vide order dated 27.12.2013, however, order dated 11.12.2013 was recalled and appeal was directed to be reheard, on given reasons.

21. While dealing with said issue, Hon'ble Supreme Court of India has approved what has been said in the case of Sangam Lal v. Rent Control and Eviction Officer and others, AIR 1966. Alld. 221.

22. In Sangam Lal's case (supra) it was held that until a judgment is signed and sealed after delivering in court, it is not a judgment and it can be changed or altered at any time before it is signed and sealed. In the said judgment, law laid down in Surendra Kumar's case (supra) has been followed.

23. In the case of Kushalbhai Ratanbhai Rohit (supra) it has also been held that it cannot be assumed that the Judge would not have changed his mind before judgment becomes final. Even this judgment inheres that judgment assumes finality only after signatures are affixed on the judgment and the judgment is sealed.

24. In Vinod Kumar Singh's case (supra) it has been specifically noticed that a judgment which has been delivered can be freely altered or amended or even changed completely without further formality, except notice to the parties and rehearing on the point of change, should that be necessary, provided it has not been signed.

25. It is only after the judgment is both pronounced and signed that alterations or additions are not permissible, except in very exceptional circumstances or under the provisions of Section 152 of the Code of Civil Procedure. It has been clarified that while the Court has undoubted power to alter or modify a judgment, delivered, but not signed, such power should be exercised judicially, sparingly and for adequate reasons. It has been held that a judgment pronounced in open court should be acted upon, unless there be some exceptional feature and if there be any such, the same should appear from the record of the case.

26. In Sangam Lal's case (supra) Full Bench of this court while referring to Surendra Singh's case (supra) has also clarified the issue. It has been said that there is power of "review", both in cases where judgment has been delivered, but not signed, and cases in which judgment has been delivered, signed and sealed. It has further been made explicit that in the former case the power to alter or amend or even to change completely is unlimited, provided notice is given to parties and they are heard before the proposed change is made. In my humble opinion, this aspect of the matter would specifically apply to the facts and circumstances of the present case.

27. Considering the law as laid down and explained by the Hon'ble Supreme Court of India and in the earlier Full Bench judgment of this Court, when applied to the facts of the present case, it becomes apparent that before signatures had been affixed by Hon'ble Justice Shri Narayan Shukla on draft judgment dated 19.9.2014 pronounced in court by the Bench, headed by Hon'ble Justice Amar Saran, intervening developments had been brought to the notice of Hon'ble Justice Shri Narayan Shukla. It is in view of these circumstances which, in my opinion, are indeed exceptional, order dated 24.9.2014 was passed by Hon'ble Justice Shri Narayan Shukla. Resultantly before signing of the draft "judgment" dated 19.9.2014 and its formal delivery, Hon'ble Justice Shri Narayan Shukla had not become functus officio. The matter had not been finally decided by formal delivery of judgment on 19.9.2014. Before its formal delivery, order dated 24.9.2014 had been passed by Hon'ble Justice Shri Narayan Shukla. The draft judgment dated 19.9.2014 had not acquired the character of a final judgment.

28. What is relevant and important for a Court to consider is, that propriety must be maintained on judicial and administrative side. If an infarction comes to the notice of a Bench or a Member of the Bench which would give a controversial hue, surely it becomes the duty of the Judge to take appropriate action by way of passing required orders.

29. Judging should not allow fluidity. There should be no doubt in the minds of the consumers of justice or public as regards the judgment delivered by a court of law. If the proposition that a judgment pronounced in court orally is the final verdict, even without affixing signatures on the written/draft judgment by a Judge, members of a Bench or one of the Judges, is accepted, the relevant consumer of justice would not be able to decipher as to what facts have been considered in the judgment and what exact operative portion has been recorded in the judgment, to enable him to follow it, or challenge it.

30. It need not be impressed that a judgment is required to be interpreted, with all its commas and full stops. In an oral pronouncement, exact interpretation of the judgment is not possible. In case, a case is heard by a Bench consisting of more than one Judge, obviously law requires the judgment to be signed by all the

members of the Bench so as to crystallize the document into a formal pronounced and delivered judgment. The relevant Rule in this regard from Chapter VII of the Rules, as extracted above, also provides in same terms.

31. In the case in hand, circumstances were recorded by the Bench headed by Hon'ble Justice Rajiv Sharma in order dated 22.9.2014 of which cognizance was taken by Junior Member of the Bench presided over by Hon'ble Justice Amar Saran and before the judgment had been formally signed and sealed, order dated 24.9.2014 had been passed. I see no error in adopting the said mode and accordingly hold that the order dated 24.9.2014 is valid.

32. In view of the above, in my opinion, order pronounced on 19.9.2014 by the Bench presided over by Hon'ble Justice Amar Saran was not a final judgment. Hon'ble Justice Shri Narayan Shukla was not under obligation to sign it. The case was heard by a Bench of two Judges, one of whom, though available, had not signed it.

33. I agree with the opinion of my brother Hon'ble Justice Devi Prasad Singh expressed in separate judgment with regard to different facets of social issues; exercise of power by the court under writ jurisdiction to secure public interest, vis.-a-vis. Public Interest Litigation, and the power of Hon'ble Chief Justice to withdraw part-heard and tied-up matters.