Reportable

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

Civil Appeal No.18312 of 2017

MR. ANURAG MITTAL ..... APPELLANT (S)

Versus

MRS. SHAILY MISHRA MITTAL ..... RESPONDENT (S)

J U D G M E N T

L. NAGESWARA RAO, J.

1. By a judgment dated 31.08.2009, the Additional District Judge, North, Tis Hazari Court, Delhi allowed the petition filed by Ms. Rachna Aggarwal under Section 13 (1) (i) (a) of the Hindu Marriage Act, 1955 (hereinafter referred to as "*the Act*") and dissolved the marriage between her and the Appellant. By the said judgment the petition filed under Section 9 of the Act by the Appellant for restitution of conjugal rights was dismissed. The Appellant filed appeals against the said judgment and the operation of the judgment and decree dated 31.08.2009 was stayed by the High Court on 20.11.2009.

During the pendency of the Appeal, the Appellant and Ms. Rachna Aggarwal reached a settlement before the Mediation Centre, Tis Hazari Court, Delhi. According to the terms of the settlement dated 15.10.2011, the Appellant had to move an application for withdrawal of the Appeals within 30 days. The Appellant filed an application to withdraw the appeals before the High Court in terms of the settlement dated 15.10.2011 which was taken up on 28.11.2011 by the Registrar of the High Court of Delhi. He recorded that there was a settlement reached between the parties before the Mediation Centre, Tis Hazari Court, Delhi and listed the matter before the Court on 20.12.2011. The High Court dismissed the appeals filed by the Appellant as withdrawn in terms of the settlement by an order dated 20.12.2011. In the meanwhile, the Appellant married the Respondent on 06.12.2011. Matrimonial discord between the Appellant and the Respondent led to the filing of a petition by the Respondent for declaring the marriage as void under Section 5 (i) read with Section 11 of the Act. The main ground in the petition was that the

appeal filed by the Appellant against the decree of divorce dated 31st August, 2009 was pending on the date of their marriage *i.e.* 06.12.2011. The Family Court dismissed the petition filed by the Respondent. The Respondent challenged the judgment of the Family Court in the High Court. By a judgment dated 10.08.2016, the High Court set aside the judgment of the Family Court and allowed the appeal of the Respondent and declared the marriage between the Appellant and the Respondent held on 06.12.2011 as null and void. Aggrieved by the judgment of the High Court, the Appellant has approached this Court.

2. As a pure question of law arises for our consideration in this case, we make it clear that we are not dealing with the merits of the allegations made by both sides. The points that arises for consideration are:

a) Whether the dismissal of the appeal relates back to the date of filing of the application for withdrawal?

b) Whether the marriage dated 06.12.2011 between the Appellant and the Respondent

during the pendency of the appeal against the decree of divorce is void?

3. The Family Court framed only one substantial issue as to whether the marriage between the parties was null and void on account of the contravention of Section 5 (i) of the Act. It was held by the Family Court that the judgment and decree of divorce dated 31.08.2009 is a judgment *in rem* which was neither reversed nor set aside by a superior court. As the judgment was confirmed by the High Court, the marriage between the parties stood dissolved w.e.f. 31.08.2009 itself. The Family Court also observed that there is no provision in the Act which declares a marriage in contravention of Section 15 to be void. It was further held by the Family Court that the effect of stay of the judgment by a superior court is only that the decree of divorce remained in abeyance but it did not become non-existent. On the other hand, the High Court framed a question whether the Appellant could have contracted a second marriage after the decree of divorce was passed on 31.08.2009 notwithstanding the operation of the decree being

stayed. The High Court was of the opinion that any marriage solemnized by a party during the pendency of the appeal wherein the operation of the decree of divorce was stayed, would be in contravention of Section 5 (i) of the Act.

4. Section 11 of the Act provides that any marriage solemnized after commencement of the Act shall be null and void if it contravenes any of the conditions specified in Clauses (i), (iv) and (v) of Section 5. Clause (i) of Section 5 places a bar on marriage by a person who has a spouse living at the time of the marriage. Section 15 of the Act which is relevant is as follows:

> "**15. Divorced persons. When may marry again.-** When a marriage has been dissolved by a decree of divorce and either there is no right of appeal against the decree or, if there is such a right of appeal, the time for appealing has expired without an appeal having been presented, or an appeal has been presented but has been dismissed, it shall be lawful for either party to the marriage to marry again."

5. There is no dispute that the marriage between the Appellant and the Respondent was held on 06.12.2011 during the pendency of the appeals filed by the Appellant against the decree of divorce in favour of Ms. Rachna Aggarwal. It is also clear from the record that the

appeals were dismissed as withdrawn on 20.12.2011 pursuant to an application for withdrawal that was placed before the Registrar on 28.11.2011. The Family Court has rightly held that the decree of divorce is a judgment *in rem.*[1]

6. It is pertinent to take note of the Proviso to Section 15 of the Act according to which it shall not be lawful for the respective parties to marry again unless at the time of such marriage at least one year has elapsed from the date of the decree in the Court of first instance. This Proviso was repealed w.e.f. 27.05.1976.[2] In ***Lila Gupta v. Laxmi Narain***[3], Rajender Kumar contracted second marriage with Lila Gupta before the expiry of one year from the date of decree of divorce. This Court was concerned with a point relating to the marriage between Rajender Kumar and Lila Gupta being void having been contracted in violation of the Proviso to Section 15 of the Act. In the said context this Court observed as follows:

> **"8.** Did the framers of law intend that a marriage contracted in violation of the provision contained in

1 Marsh v. Marsh 1945 AC 271
2 Hindu Marriage (Amendment) Act, 1976, Act 68 of 1976
3 (1978) 3 SCC 258

the proviso to Section 15 to be void? While enacting the legislation, the framers had in mind the question of treating certain marriages void and provided for the same. It would, therefore, be fair to infer as legislative exposition that a marriage in breach of other conditions the legislature did not intend to treat as void. While prescribing conditions for valid marriage in Section 5 each of the six conditions was not considered so sacrosanct as to render marriage in breach of each of it void. This becomes manifest from a combined reading of Sections 5 and 11 of the Act. If the provision in the proviso is interpreted to mean personal incapacity for marriage for a certain period and, therefore, the marriage during that period was by a person who had not the requisite capacity to contract the marriage and hence void, the same consequence must follow where there is breach of condition (*iii*) of Section 5 which also provides for personal incapacity to contract marriage for a certain period. When minimum age of the bride and the bridegroom for a valid marriage is prescribed in condition (*iii*) of Section 5 it would only mean personal incapacity for a period because every day the person grows and would acquire the necessary capacity on reaching the minimum age. Now, before attaining the minimum age if a marriage is contracted Section 11 does not render it void even though Section 18 makes it punishable. Therefore, even where a marriage in breach of a certain condition is made punishable yet the law does not treat it as void. The marriage in breach of the proviso is neither punishable nor does Section 11 treat it void. Would it then be fair to attribute an intention to the legislature that by necessary implication in casting the proviso in the negative expression, the prohibition was absolute and the breach of it would render the marriage void? If void marriages were specifically provided for it is not proper to infer that in some cases express provision is made and in some other cases voidness had to be inferred by necessary implication. It would be all the more hazardous in the case of marriage laws to treat a marriage in breach of a certain condition void even though the law does not expressly provide for it. Craies on *Statute Law,* 7th Edn., P. 263 and 264 may be referred to with advantage:

"The words in this section are negative words, and are clearly prohibitory of the marriage being had

without the prescribed requisites, but whether the marriage itself is void ... is a question of very great difficulty. It is to be recollected that there are no words in the Act rendering the marriage void, and *I have sought in vain or any case in which a marriage has been declared null and void unless there were words in the statute expressly so declaring it* (emphasis supplied). . . . From this examination of these Acts I draw two conclusions. First, that there never appears to have been a decision where words in a statute relating to marriage, though prohibitory and negative, have been held to infer a nullity unless such nullity was declared in the Act. Secondly, that, viewing the successive marriage Acts, it appears that prohibitory words, without a declaration of nullity, were not considered by the legislature to create a nullity [*Ed. Quoting Catterall* v. *Sweetman*, (1845) 9 Jur 951, 954] ."

9. In the Act under discussion there is a specific provision for treating certain marriages contracted in breach of certain conditions prescribed for valid marriage in the same Act as void and simultaneously no specific provision having been made for treating certain other marriages in breach of certain conditions as void. In this background even though the proviso is couched in prohibitory and negative language, in the absence of an express provision it is not possible to infer nullity in respect of a marriage contracted by a person under incapacity prescribed by the proviso.

10. Undoubtedly the proviso opens with a prohibition that: "It shall not be lawful" etc. Is it an absolute prohibition violation of which would render the act a nullity? A person whose marriage is dissolved by a decree of divorce suffers an incapacity for a period of one year for contracting second marriage. For such a person it shall not be lawful to contract a second marriage within a period of one year from the date of the decree of the Court of first instance. While granting a decree for divorce, the law interdicts and prohibits a marriage for a period of one year from the date of the decree of divorce. Does the inhibition for a period indicate that such marriage would be void? While there is a disability for a time suffered by a party from contracting marriage, every such disability does not render the marriage void. A submission that

> the proviso is directory or at any rate not mandatory and decision bearing on the point need not detain us because the interdict of law is that it shall not be lawful for a certain party to do a certain thing which would mean that if that act is done it would be unlawful. But whenever a statute prohibits a certain thing being done thereby making it unlawful without providing for consequence of the breach, it is not legitimate to say that such a thing when done is void because that would tantamount to saying that every unlawful act is void. As pointed out earlier, it would be all the more inadvisable in the field of marriage laws. Consequences of treating a marriage void are so serious and far reaching and are likely to affect innocent persons such as children born during the period anterior to the date of the decree annulling the marriage that it has always been considered not safe to treat a marriage void unless the law so enacts or the inference of the marriage being treated void is either inescapable or irresistible. Therefore, even though the proviso is couched in a language prohibiting a certain thing being done, that by itself is not sufficient to treat the marriage contracted in contravention of it as void."

7. In the said judgment, this Court also had occasion to deal with the continuance of the marital tie even after the decree of divorce for the period of incapacity as provided in the Proviso to Section 15 of the Act. In the said context, this Court held as follows:

> **"13.** To say that such provision continues the marriage tie even after the decree of divorce for the period of incapacity is to attribute a certain status to the parties whose marriage is already dissolved by divorce and for which there is no legal sanction. A decree of divorce breaks the marital tie and the parties forfeit the status of husband and wife in relation to each other. Each one becomes competent to contract another marriage as provided by Section 15. Merely because each one of them is prohibited from contracting a second marriage for a certain period it could not be said that despite there being a

> decree of divorce for certain purposes the first marriage subsists or is presumed to subsist. Some incident of marriage does survive the decree of divorce; say, liability to pay permanent alimony but on that account it cannot be said that the marriage subsists beyond the date of decree of divorce. Section 13 which provides for divorce in terms says that a marriage solemnised may on a petition presented by the husband or the wife be dissolved by a decree of divorce on one or more of the grounds mentioned in that section. ***The dissolution is complete once the decree is made, subject of course, to appeal.*** But a final decree of divorce in terms dissolves the marriage. No incident of such dissolved marriage can bridge and bind the parties whose marriage is dissolved by divorce at a time posterior to the date of decree. An incapacity for second marriage for a certain period does not have effect of treating the former marriage as subsisting. During the period of incapacity the parties cannot be said to be the spouses within the meaning of clause (*i*), sub-section (1) of Section 5. The word "spouse" has been understood to connote a husband or a wife which term itself postulates a subsisting marriage. The word "spouse" in sub-section (1) of Section 5 cannot be interpreted to mean a former spouse because even after the divorce when a second marriage is contracted if the former spouse is living that would not prohibit the parties from contracting the marriage within the meaning of clause (*i*) of sub-section (1) of Section 5. The expression "spouse" in clause (*i*), sub-section (1) of Section 5 by its very context would not include within its meaning the expression "former spouse".
>
> ***(underlining ours)***

8. After a comprehensive review of the scheme of the Act and the legislative intent, this Court in Lila Gupta (supra) held that a marriage in contravention of the proviso to Section 15 is not void. Referring to Sections 5 and 11 of

the Act, this Court found that a marriage contracted in breach of only some of the conditions renders the marriage void. This Court was also conscious of the absence of any penalty prescribed for contravention of the proviso to Section 15 of the Act. This Court referred to the negative expression "it shall not be lawful" used in proviso to Section 15 which indicates that the prohibition was absolute. In spite of the absolute prohibition, this Court was of the view that a marriage contracted in violation of the proviso to Section 15 was not void. There was a further declaration that the dissolution of a marriage is *in rem* and unless and until a Court of appeal reversed it, marriage for all purposes was not subsisting. The dissolution of the marriage is complete once the decree is made, subject of course to appeal. This Court also decided that incapacity for second marriage for a certain period of time does not have the effect of treating the former marriage as subsisting and the expression 'spouse' would not include within its meaning the expression 'former spouse'.

9. The majority judgment was concerned only with the interpretation of proviso to Section 15 of the Act. Justice Pathak in his concurring judgment referred to Section 15, but refrained from expressing any opinion on its interpretation.

Effective date of the Dismissal of Appeal

10. In case of a dissolution of marriage, a second marriage shall be lawful only after dismissal of the appeal. Admittedly, the marriage between the Appellant and the Respondent was on 06.12.2011 *i.e.* before the order of withdrawal was passed by the Court on 20.12.2011. There is no dispute that the application for withdrawal of the appeal was filed on 28.11.2011 i.e. prior to the date of the marriage on 06.12.2011. We proceed to consider the point that whether the date of dismissal of the appeal relates back to the date of filing of the application for withdrawal of the appeal. Order XXI Rule 89 (2) of the Code of Civil Procedure, 1908 (hereinafter referred to as "the CPC") provides that unless an application filed under Order XXI Rule 90 of the

CPC is withdrawn, a person shall not be entitled to make or prosecute an application under Order XXI Rule 89 of the CPC. In ***Shiv Prasad*** v. ***Durga Prasad***,[4] the contention of the Appellant therein that an application filed under the aforesaid Rule 90 does not stand withdrawn until an order to the effect is recorded by the Court, was not accepted. It was held that every applicant has a right to unconditionally withdraw his application and his unilateral act in that behalf is sufficient. No order of the Court is necessary permitting the withdrawal of the application. This Court concluded that the act of withdrawal is complete as soon as the applicant intimates the Court that he intends to withdraw the application. The High Court of Bombay in ***Anil Dinmani Shankar Joshi v. Chief Officer, Panvel Municipal Council, Panvel***[5] followed the judgment of this Court in ***Shiv Prasad*** (supra) and held that the said judgment is applicable to suits also. The High Court recognized the unconditional right of the plaintiff to withdraw his suit and held that the withdrawal would be

4 (1975) 1 SCC 405
5 AIR 2003 Bom. 238, 239

complete as soon as the plaintiff files his *purshis* of withdrawal.

11. Order XXIII Rule 1 (1) of the CPC enables the plaintiff to abandon his suit or abandon a part of his claim against all or any of the defendants. Order XXIII Rule 1 (3) of the CPC requires the satisfaction of the Court for withdrawal of the suit by the plaintiff in case he is seeking liberty to institute a fresh suit. While observing that the word abandonment in Order XXIII Rule 1 (1) of the CPC is "absolute withdrawal" which is different from the withdrawal after taking permission of the court, this Court held as follows[6]:

> **"12.** The law as to withdrawal of suits as enacted in the present Rule may be generally stated in two parts:
>
> (*a*) a plaintiff can abandon a suit or abandon a part of his claim as a matter of right without the permission of the court; in that case he will be precluded from suing again on the same cause of action. Neither can the plaintiff abandon a suit or a part of the suit reserving to himself a right to bring a fresh suit, nor can the defendant insist that the plaintiff must be compelled to proceed with the suit; and
>
> (*b*) a plaintiff may, in the circumstances mentioned in sub-rule (3), be permitted by the court to withdraw from a suit with liberty to sue afresh on the same cause of action. Such liberty being granted

6 K.S. Bhoopathy v. Kokila (2000) 5 SCC 458

> by the Court enables the plaintiff to avoid the bar in Order II Rule 2 and Section 11 CPC."

12. Order XXIII Rule 1 (1) of the CPC gives an absolute right to the plaintiff to withdraw his suit or abandon any part of his claim. There is no doubt that Order XXIII Rule 1 of the CPC is applicable to appeals as well and the Appellant has the right to withdraw his appeal unconditionally and if he makes such an application to the Court, it has to grant it.[7] Therefore, the appeal is deemed to have been withdrawn on 28.11.2011 i.e. the date of the filing of the application for withdrawal. On 06.12.2011 which is the date of the marriage between the Appellant and the Respondent, Ms. Rachna Aggarwal cannot be considered as a living spouse. Hence, Section 5 (i) is not attracted and the marriage between the Appellant and the Respondent cannot be declared as void.

13. Sh. Sakha Ram Singh, learned Senior Counsel appearing for the Respondent placed reliance on a judgment of this Court in ***Lila Gupta*** (supra) to submit that the marriage between the Appellant and the

7 Bijayananda Patnaik v. Satrughna Sahu (1962) 2 SCR 538, 550

Respondent held on 06.12.2011 is void as it was in violation of Section 15 of the Act. He relied upon the concurring judgment of Justice Pathak in support of his submission that the findings pertaining to Proviso to Section 15 cannot be made applicable to Section 15. He submitted that there is a qualitative difference between the period of incapacity set out in the Proviso during which a second marriage cannot be contracted and the bar for another marriage during the pendency of an appeal. We have already noted that Justice Pathak refrained from expressing any view on the expression of Section 15 of the Act. However, the scope and purport of Section 15 of the Act arise for consideration in the present case.

Interpretation of Section 15

Interpretation has been explained by Cross in Statutory Interpretation[8] as:

> *"The meaning that the Court ultimately attaches to the statutory words will frequently be that which it believes members of the legislature attached to them, or the meaning which they would have attached to the words had the situation before the Court been present to their minds. Interpretation is the process by which the Court determines the meaning of a statutory*

8 Cross Statutory Interpretation, Ed. Dr. John Bell & Sir George Ingale, Second Edition (1987)

provision for the purpose of applying it to the situation before it".

14. The Hindu Marriage Act is a social welfare legislation and a beneficent legislation and it has to be interpreted in a manner which advances the object of the legislation. The Act intends to bring about social reforms.[9] It is well known that this Court cannot interpret a socially beneficial legislation on the basis as if the words therein are cast in stone.[10]

15. The predominant nature of the purposive interpretation was recognized by this Court in ***Shailesh Dhairyawan v. Mohan Balkrishna Lulla***[11] which is as follows:

> **" 33.** We may also emphasise that the statutory interpretation of a provision is never static but is always dynamic. Though the literal rule of interpretation, till some time ago, was treated as the "*golden rule*", it is now the doctrine of purposive interpretation which is predominant, particularly in those cases where literal interpretation may not serve the purpose or may lead to absurdity. If it brings about an end which is at variance with the purpose of statute, that cannot be countenanced. Not only legal process thinkers such as Hart and Sacks rejected intentionalism as a grand strategy for statutory interpretation, and in its place they offered purposivism, this principle is now widely applied by

9 Parayankandiyal Eravath Kanapravan Kalliani Amma v. K. Devi (1996) 4 SCC 76, para 68
10 Revanasiddappa v. Mallikarjun, (2011) 11 SCC 1, para 40
11 (2016) 3 SCC 619

the courts not only in this country but in many other legal systems as well."

16. In ***Salomon v. Salomon & Co Ltd.***[12], Lord Watson observed that :

"*In a Court of Law or Equity, what the legislature intended to be done or not to be done can only be legitimately ascertained from that which it has chosen to enact, either in express words or by reasonable and necessary implication."*

In ***Black-Clawson International Ltd. v. Papierwerke Waldhof-Aschaffenburg AG***[13], Lord Reid held that:

"We often say that we are looking for the intention of Parliament, but that is not quite accurate. We are seeking the meaning of the words which Parliament used. We are seeking not what Parliament meant but the true meaning of what they said."

17. It is also relevant to take note of ***Dy. Custodian v. Official Receiver***[14] in which it was declared that "*if it appears that the obvious aim and object of the statutory provisions would be frustrated by accepting the literal construction suggested by the Respondent, then it may be open to the Court to inquire whether an alternative construction which would serve the purpose of achieving the aim and object of the Act, is reasonably possible"*.

12 [1897] AC 22 at 38
13 [1975] AC 591, p. 613
14 (1965) 1 SCR 220 at 225 F - G

18. Section 15 of the Act provides that it shall be lawful for either party to marry again after dissolution of a marriage if there is no right of appeal against the decree. A second marriage by either party shall be lawful only after dismissal of an appeal against the decree of divorce, if filed. If there is no right of appeal, the decree of divorce remains final and that either party to the marriage is free to marry again. In case an appeal is presented, any marriage before dismissal of the appeal shall not be lawful. The object of the provision is to provide protection to the person who has filed an appeal against the decree of dissolution of marriage and to ensure that the said appeal is not frustrated. The purpose of Section 15 of the Act is to avert complications that would arise due to a second marriage during the pendency of the appeal, in case the decree of dissolution of marriage is reversed. The protection that is afforded by Section 15 is primarily to a person who is contesting the decree of divorce.

19. Aggrieved by the decree of divorce, the Appellant filed an appeal and obtained a stay of the decree. During the pendency of the appeal, there was a settlement between him and his former spouse. After entering into a settlement, he did not intend to contest the decree of divorce. His intention was made clear by filing of the application for withdrawal. It cannot be said that he has to wait till a formal order is passed in the appeal, or otherwise his marriage dated 06.12.2011 shall be unlawful. Following the principles of purposive construction, we are of the opinion that the restriction placed on a second marriage in Section 15 of the Act till the dismissal of an appeal would not apply to a case where parties have settled and decided not to pursue the appeal.

20. It is not the case of the Appellant that the marriage dated 06.12.2011 is lawful because of the interim order that was passed in the appeals filed by him against the decree of divorce. He rested his case on the petition filed for withdrawal of the appeal. The upshot of

the above discussion would be that the denouement of the Family Court is correct and upheld, albeit for different reasons. The conclusion of the High Court that the marriage dated 06.12.2011 is void is erroneous. Hence, the judgment of the High Court is set aside.

21. Accordingly, the Appeal is allowed.

.....J.
[S.A. BOBDE]

.....J.
[L. NAGESWARA RAO]

NEW DELHI,
August 24th 2018

REPORTABLE

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL No. 18312 Of 2017

MR. ANURAG MITTAL **... APPELLANT(S)**

Versus

MRS. SHAILY MISHRA MITTAL **... RESPONDENT(S)**

J U D G M E N T

S.A.BOBDE, J.

1. I am in agreement with the view taken by Nageswara Rao J. but it is necessary to state how the question before us has already been settled by the decision in *Lila Gupta* v. *Laxmi Narain and Ors.*[1]. Even when the words of the proviso were found to be prohibitory in clear negative terms – "it shall not be lawful" etc., this Court held that the incapacity to marry imposed by the proviso did not lead to an inference of nullity, vide para 9 of Lila Gupta (supra). It is all the more difficult to infer nullity when there is no prohibition; where there are no negative words but on the other hand positive words like "it shall be lawful." Assuming that a marriage contracted before it became lawful to do so was unlawful and the words create a disability, it is not possible to infer a nullity or voidness vide paras 9

[1] (1978) 3 SCC 258

and 10 of Lila Gupta case. The Court must have regard to the consequences of such an interpretation on children who might have been conceived or born during the period of disability.

2. The observations in Lila Gupta's case are wide. They are undoubtedly made in the context of the proviso to sec 15 of the Hindu Marriage (Amendment) Act, 1976[2], since deleted. The proviso opened with the prohibition that "it shall not be lawful." This Court considered the question whether a marriage contracted in violation of the proviso would be a nullity or void and came to the conclusion that though the proviso is couched in prohibitory and negative language, in the absence of an express provision it was not possible to infer nullity in respect of a marriage contracted by a person under incapacity prescribed by the proviso.

What is held in essence is that if a provision of law prescribes an incapacity to marry and yet the person marries while under that incapacity, the marriage would not be void in the absence of an express provision that declares nullity. Quae incapacity imposed by statute, there is no difference between an incapacity imposed by negative language such as "it shall not be lawful" or an incapacity imposed by positive language like "it shall be lawful (in certain conditions, in the absence of which it is impliedly unlawful)". It would thus appear that the law is already settled by this Court that a marriage contracted during a prescribed period will not be void because it was contracted under an incapacity. Obviously, this would

[2] Act 68 of 1976

have no bearing on the other conditions of a valid marriage. The decision in Lila Gupta case thus covers the present case on law.

3. In any event, in the present case we are satisfied that the appellant's marriage was not subsisting when he married again. He had filed an application for withdrawal of his appeal against the decree for dissolution and had done nothing to contradict his intention to accept the decree of dissolution.

.....J.
[S.A. BOBDE]

NEW DELHI,
AUGUST 24, 2018