

**1.1 MODULE ON CIVIL PROCEDURE CODE – INTRODUCTION TO CPC & DEFINITIONS.****UNDERSTANDING THE DIFFERENCE BETWEEN PROCEDURAL AND SUBSTANTIVE LAW**

**SUBSTANTIVE LAW** : It determines the rights and liabilities of parties.

**PROCEDURAL/ADJECTIVE LAW** : It provides the machinery or the manner in which the legal rights or status and legal duties may be enforced or recognized by a court of law or other properly formed tribunal.

- *Salmond's Jurisprudence (Twelfth Edition, p. 462)* :

Substantive law is concerned with the ends which the administration of justice seeks, procedural law deals with the *means and instruments* by which those ends are to be attained. The latter regulates the conduct and relations of courts and litigants in respect of the litigation itself; the former determines their conduct and relations in respect of the matters litigated.<sup>1</sup>

**ESSENTIAL CHARACTERS OF LAW OF CIVIL PROCEDURE:**

1. **GIVING LIFE TO SUBSTANTIVE RIGHTS:** Although substantive law confers rights, it is by procedure that the law is put into motion. It is procedural law which gives life to substantive law by providing its remedy and effectiveness and bringing it into being.
2. **ENSURES "DUE PROCESS OF LAW "**: Due process of law means nobody ought to be condemned unheard. Every person has a right to approach a Court of law if he has a grievance for which the law provides a remedy.<sup>2</sup> It also ensures that no person shall

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<sup>1</sup> Commissioner of Wealth Tax v. Sharvan Kumar Swarup

<sup>2</sup> Vinod Seth v. Devinder Bajaj, JT 2010 (8) SC 66: (2010) 8 SCC 1.

suffer any deprivation of his rights, except in accordance with the accepted rules of procedure.

### HISTORY OF INDIAN CIVIL PROCEDURAL CODE

- 1st uniform Code of civil procedure enacted in 1859 → replaced in 1877, 1882 and 1908.
- This 1908 code was amended in 1976, 1999 & 2002.
- It extends to the whole of India except the State of Jammu and Kashmir, and the State of Nagaland, and the tribal areas.

**OBJECT :** The Preamble to the Code provides that it is an Act to consolidate and amend the laws relating to the procedure of the courts of civil judicature.

### GENERAL OVERVIEW OF CIVIL PROCEDURE CODE 1908

**Sections 1 to 8 are preliminary in nature.**

<b>Section 1</b>	It provides for commencement and applicability of the Code.
<b>Section 2</b>	It is a definition clause and a sort of statutory dictionary of important terms used in the body of the Code.
Sections 3 to 8	deal with constitution of different types of courts and their jurisdiction.
Sec.9	enacts that a civil court has jurisdiction to try all suits of a civil nature unless they are barred expressly or impliedly
Sec.10	Res sub-Judice
Sec.11	Doctrine of Res Judicata
Sec.13-14	Foreign judgments
Sec.15-21-A	Regulate the place of suing. They lay down rules as to jurisdiction of courts and objections as to jurisdiction.
Sec22-25	make provisions for transfer and withdrawal of suits, appeals and other proceedings from one court to another.

<b>Sec. 36-74</b>	<b>Deal with</b> principles governing execution of decrees and orders along with Order 21. Order 21 is the longest Order covering 106 Rules.
Sections 79 to 93	Provide procedures for special suits (Orders 27 to 37)
Sections 94-95	Deals with supplemental proceedings
Sections 96 to 115	Contain detailed provisions for appeals, reference, review and revision (Orders 41 to 47)
Sections 116 to 120	Deals with special provisions relating to certain High Courts.
Sections 121-131	Enables High Courts to frame Rules for regulating their own procedure and the procedure of Civil Courts subject to their superintendence.
Sections 132 to 158	relates to miscellaneous proceedings.

### ORDERS IN CPC

<b>1-4</b>	deal with institution and frame of suits parties to suit and recognized agents and pleaders.
<b>5</b>	contains provisions as to issue and service of summons.
<b>7-8</b>	relate to plaints, written statements, set-offs and counter-claims.
<b>9</b>	requires parties to the suit to appear before the court and enumerates consequences of non-appearance. It also provides the remedy for setting aside an order of dismissal of the suit of a plaintiff and of setting aside an ex parte decree against a defendant
<b>10</b>	enjoys the court to examine parties with a view to ascertaining matters in controversy in the suit.
<b>11-13</b>	deal with discovery, inspection and production of documents and also admissions by parties.

<b>14-15</b>	requires the court to frame issues and enables the court to pronounce judgment at the 'first hearing' in certain cases.
<b>16-18</b>	contain provisions for summoning, attendance and examination of witnesses and adjournments.
<b>19</b>	empowers the court to make an order or to prove facts on the basis of an affidavit of a party
<b>20-20-A</b>	deal with judgments and decrees. Order 20-A deal with costs.
<b>22</b>	declares effect of death, marriage or insolvency of a party to the suit. After the hearing is over, the court pronounces a judgment.
<b>23</b>	deals with withdrawal and compromise of suits
<b>25</b>	provides for security for costs.
<b>26</b>	make provisions as to issue of Commissions.
<b>38</b>	provide for arrest of a defendant and attachment before judgment.
<b>39</b>	lays down procedure for issuing temporary injunctions and passing interlocutory orders.
<b>40</b>	deals with appointment of receivers.

Section 34 makes provision for interest.

Sections 132 to 158 relates to miscellaneous proceedings.

Section 144 embodies the doctrine of restitution and deals with the power of the court to grant relief of restitution in case a decree is set aside or modified by a superior court.

Section 148-A as inserted by the Code of Civil Procedure [Amendment], Act, 1976 is an important provision which permits a person to lodge a caveat in a suit or proceeding instituted or about to be instituted against him. It is the duty of the court to issue notice and afford an opportunity of hearing to a caveator to appear and oppose interim relief sought by an applicant.

## INTERPRETATION OF THE CIVIL PROCEDURE CODE, 1908

Function of procedural law or adjective law is to “facilitate justice and further its ends,” the rules of procedure must be construed liberally and in such a manner that renders the enforcement of substantive rights effective.

- The laws of procedure are based on the principle that as far as possible, no proceeding in a Court of law should be allowed to be defeated on grounds of mere technicalities.<sup>3</sup> Thus, a hyper-technical view must not be adopted by courts in interpreting procedural laws.
- Rules of procedure are intended to be a *handmaid to the administration of justice*.

EXAMPLE : A party cannot be refused just relief merely because of some mistake, negligence, inadvertence or even infraction of the rules of procedure.<sup>4</sup>

As the law of civil procedure neither creates nor takes away any right, but only regulates the procedure to be followed by Civil Courts, its provisions must be interpreted in a manner so as to serve and advance the cause of justice rather than defeat it.

#### PRINCIPLES :

1. *Salem Advocate Bar Association (II) v. Union of India* : The Supreme Court while dealing with the Code of Civil Procedure observed: “It is a procedure, designed to facilitate justice and further its ends; not a penal enactment for punishment and penalties; not a thing designed to trip people up. *Too technical a construction of Sections that leaves no room for reasonable elasticity of interpretation should therefore be guarded against* (provided always that justice is done to both sides) lest the very means designed for the furtherance of justice be used to frustrate it”

2. **State of Punjab v. Shamlal Murari** : “We must always remember that procedural law is not to be a tyrant but a servant, not an obstruction but an aid to justice.....After all, *courts are to do justice, not to wreck this end product of technicalities.*”

### CONCEPT OF ADVERSARY PROCEDURE

The Code of Civil Procedure provides an adversary procedure of trial for civil cases.

<sup>3</sup> State of A.P. v. Pioneer Builders, A.P., AIR 2007 SC 113: 2006 (9) SCALE 520; Kailash v. Nankhu, AIR 2005 SC 2441: (2005) 4 SCC 480.

<sup>4</sup> In State of Maharashtra v. Hindustan Construction Company Ltd.,

- In civil disputes, one of the parties, generally the aggrieved person(s) files a suit or petition before the court, claiming a right or property against the other party.
- The person, who has filed the petition, is called the *plaintiff*.
- The person, against whom the petition is filed and claim is made, is called the *defendant*.
- The court hears both the parties *without any discrimination*, thereby ensuring the **concept of “fair trial”**.
- RIGHT TO PRESENT EVIDENCE: Both the parties have the right to place their respective evidences (oral and documentary) and to produce the witnesses.
- RIGHT TO BE REPRESENTED: Also, both of them have the right to be represented by advocates, and the right to place their arguments through their advocates.
- After hearing both sides, the Civil Court delivers its judgment **without any bias**, strictly in accordance with the legal rules.
- ROLE OF JUDGE : To assume the role of a referee or an umpire and to allow the trial to develop into a contest between the prosecution and the defence with the inevitable distortions flowing from combative and competitive elements entering the trial procedure.<sup>5</sup>

DIFFERENCE	ADVERSARY PROCEDURE	INQUISITORIAL PROCEDURE
<b>OBJECT</b>	To settle the dispute finally according to the legal rules. CRIMINAL CASE ends with <i>conviction or acquittal</i> . CIVIL CASE ends with <i>final Judgement</i> .	To collect the evidence from all the accessible sources and to bring out the truth before the Court.
<b>NATURE</b>	It is followed by judicial dispute resolution systems ( <i>civil and criminal</i> ). It is a judicial proceeding.	This is followed by police & departmental enquiry. It is generally an executive process.

<sup>5</sup> Ram Chander v. State of Haryana

## DEFINITIONS

### INTRODUCTION :

- If a term is defined in a statute, then only that meaning has to be given effect, unless there is anything repugnant in meaning to either the subject or context of a provision or application in a particular case.
- In *Philips Medical System v. Indian MRI Diagnostic and Research Ltd.*, the Apex Court held that the Court has always to look to the context, the collocation and the subject of such words relating to such matters and interpret the meaning intended to be conveyed by the use of the word.

**Section 2 of the Code, inter alia, provides the following important definitions:**

### SECTION 2(1) : CODE- RULES- SECTION

- **Section 2(1)** of the Code provides that “*Code includes rules*”. What is rules?
- According to **Section 2(18)**, Rules means rules and forms contained in the *First Schedule* or made under *Section 122 or Section 125*.
  - ✓ Sec.122 & 125- provides for power of High Courts to make rules.
  - ✓ Rules may be annulled or altered by the High Courts and it shall effect for all purposes “as if enacted in the Code.

***Distinction between Sections and Rules*** : The main feature of the Code is that it is divided into two parts: the body and the rules.

- ✓ The body of the Code refers to the Sections. Sections create jurisdiction. Sections can be altered by legislature.

- ✓ the Rules refer to matters of mere machinery which the High Court may adapt to local conditions. Rules indicate the manner in which the jurisdiction has to be exercised.<sup>6</sup> Rules are amended or altered by High Courts.

**Purpose of Rules :** to enable variations to be introduced in procedure to meet the requirements of different localities as well as to enable defects to be remedied as they are discovered without resort to the tardy process of legislation.<sup>7</sup>

**In Case of Inconsistency :** In a situation where the rules are inconsistent with the Sections, the latter will prevail. The Sections and the Rules must be read together and harmoniously construed.

In *Chinnamal v. P. Arumugham*, the Apex Court described the Code as a *body of procedural law designed to facilitate justice and that it should not be treated as an enactment providing for punishments and penalties, and that law of procedure should be so construed as to render justice wherever reasonably possible.*

Similarly, the form appended to the Code should not be allowed to extend the meaning of the Sections and the Rules in Code.

## DECREE AND ORDER :

The adjudications of a Court of law may be divided into two classes: **decrees, and orders.**

### DECREE :

**Definition :** The importance of the definition of the word “decree” rests on the fact that **by reference to it the right of appeal is determined.**

### Sec.2(2)

**Decree means the formal expression of an adjudication which, so far as regards the court expressing it, conclusively determines the rights of the parties with regard to all or any of the matters in controversy in the suit and may be either preliminary or final.**

<sup>6</sup> Vareed Jacob v. Sosamma Geevarghese

<sup>7</sup> Id.



**It shall be deemed to include the rejection of a plaint and the determination of any question within Section 144, but shall not include—**

- 1. any adjudication from which an appeal lies as an appeal from an order, or**
- 2. any order of dismissal for default.**

**Explanation— A decree is preliminary when further proceedings have to be taken before the suit can be completely disposed of. It is final when such adjudication completely disposes of the suit. It may be partly preliminary and partly final.**

A decree is the formal expression of an adjudication which, as regards the court expressing it, conclusively determines the rights of the parties with regard to all or any of the matters in controversy in the suit and may be either preliminary or final. Thus, a decree may be partly preliminary and partly final. Some decrees may be termed as Deemed Decrees. However, a decree does not include any adjudication from which an appeal lies as an appeal from an order or any order of dismissal for default.

*The definition of 'decree' having been amended by omitting the words "Section 47 or" by the Code of Civil Procedure (Amendment) Act, 1976.* Hence, any order passed under Section 47 of the Code which otherwise treated as decree is no more a decree and as such first appeal and second appeal which were provided earlier against the order passed under Section 47 are no more there.

Merely because of existence of some order captioned as "decree" drawn up even in form of decree, it would not make such order "decree" unless that order satisfies aforementioned requirements. These essential requirements of a decree need detail deliberation.

### **ESSENTIALS OF A DECREE :**

After considering the definition of "decree" in *Mangluram Dewangan v. Surendra Singh*<sup>8</sup>, the Supreme Court held for determining the question as to whether an order passed by a Court is a decree under Section 2(2) or not, it must satisfy the following tests:

- (a) There should be an adjudication;

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<sup>8</sup> 2011 (7) SCALE 60: (2011) 12 SCC 773. See also, S. Satnam Singh v. Surender Kaur, AIR 2009 SC 1089: (2009) 2 SCC 562; Rekha Mukherjee v. Ashis Kumar Das, AIR 2005 SC 1944: (2005) 3 SCC 427.

- (b) Such adjudication must have been given in a suit;
- (c) It must have determined the rights of the parties with regard to all or any of the matters in controversy in the suit;
- (d) Such determination must be of conclusive nature; and
- (e) There must be a formal expression of such adjudication.

***An Adjudication :*** Adjudication means the judicial determination of the matter in dispute. It denotes that the Court must have applied its mind to the facts of the case to resolve the matter in dispute. Such adjudication must be about any or all the matters in controversy in the suit.

Thus, a decision on a matter of an administrative nature, such as an order dismissing a suit for default of appearance of parties or an order dismissing an appeal for want of prosecution, does not constitute a decree as it does not judicially deal with the matter in dispute. The judicial determination must be by a Court; **therefore, an order passed by an officer who is not a Court is not a decree.**

***Adjudication in a Suit :*** To determine whether a decision of court is a decree there must be adjudication and such adjudication must be in relation to a “suit”. What is the meaning of a “suit”.

- ✓ Meaning of the ‘suits’ ***has not been defined in the Code.***
- ✓ It must necessarily refer to the civil proceedings commenced by presentation of a plaint.<sup>9</sup>

Thus, in *Himachal Fruit Grower v. Upper India Food Preserver*,<sup>10</sup> the Himachal Pradesh High Court held pointed out that a proceeding which does not commence with a plaint is not a suit. **As such an application for leave to sue by an indigent person is not a suit.**

***Rights of the Parties and Matters in Controversy :***

- The phrase “*rights of the parties*” with regard to all or any of the matters in controversy in the suit, means the substantive rights of the parties. It includes questions relating to the character and status of a party suing the jurisdiction of

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<sup>9</sup> Hans Raj v. Dehradun Mussoorie Electric Tramways Co. Ltd.,(The Privy Council) AIR 1933 PC 63: (1933) LR 60 IA 13.

<sup>10</sup> 1997 (2) Shim LC 110.

the court, and the maintainability of the suit, the framing of the suit, the taking of accounts and other matters necessitating adjudication.

- The word “rights” means substantive rights of the parties and not merely procedural rights.
- The term “parties” means parties to the suit, i.e., the plaintiff and the defendant. Thus, an order on an application by a third party, who is a stranger to the suit, is not a decree.
- The expression “*matter in controversy in the suit*” means such matter as has been brought up for adjudication by the court through the pleadings.

**Conclusively determination:** The expression “conclusively determines” implies that the decision must be one which is complete and final as regards the court which passed it. The decree may conclusively determine the rights of the parties although it does not completely dispose of the suit.

For example, orders refusing an adjournment, orders striking out the defence, or orders passed by an Appellate Court deciding some issues and remitting other issues to the Trial Court for determination under remand are not decrees as they do not decide the rights of the parties conclusively.

### **Formal Expression of Adjudication :**

It is essential for a decree that there should be a formal expression of the adjudication. It means that all requirements of form must be complied with. The formal expression must be deliberate and given in the manner provided by law. In other words, it is now well settled that nothing will operate as a decree unless formally drawn up.

**TYPES OF DECREES :** According to Explanation to Section 2(2) of the Code a decree may be preliminary or final, or partly preliminary and partly final. Thus, the Code recognises the following classes of decrees:

1. Preliminary decree. 2. Final decree. 3. Partly preliminary and partly final decree.

**PRELIMINARY DECREE :** An adjudication which finally decides the rights of parties, but does not completely dispose of the suit is a preliminary decree. Thus, preliminary

decree is one which declares rights and liabilities of parties leaving actual result to be worked out in further proceedings.

The question whether a decision amounts to a preliminary decree or not is one of great significance in view of the provisions of Section 97 of the Code which provides that : “Where any party aggrieved by a preliminary decree ... does not appeal from such decree, he shall be precluded from disputing its correctness in any appeal which may be preferred from the final decree.” A preliminary decree can be taken in appeal only within the period of limitation. If the limitation period is over, then the party cannot dispute the correctness of the preliminary decree in the appeal from the final decree.

The Code provides for passing of preliminary decrees in the following suits:

1. Suits relating to possession and mesne profits 0.20 R.12
2. Suits relating to administration 0.20 R.13
3. Suits relating to pre-emption 0.20 R.14
4. Suits relating to dissolution of partnership 0.20 R.15
5. Suits relating to accounts between principal and agent 0.20 R.16
6. Suits relating to partition and separate possession 0.20 R.18
7. Suits relating to foreclosure of mortgage 0.34 R.2– 3
8. Suits relating to sale of mortgaged property 0.34 R.4– 5
9. Suits relating to redemption of mortgage 0.34 R.7– 8

The above list is, however, not exhaustive and **the court may pass a preliminary decree in cases not expressly provided in the Code.**

ILLUSTRATION : X brings a suit against Y for dissolution of a partnership after accounting the assets. In this case (i) A preliminary decree declaring the shares of the parties and the accounts of the assets; (ii) A final decree after declaring the assets directing payment of debts to the creditors.

FINAL DECREE : A final decree is one which completely disposes of the suit and finally settles all the questions in controversy between the parties and nothing further remains to be decided thereafter.

ILLUSTRATION :

- a) X sues Y for cancellation of a document under the Specific Relief Act. A decree is passed in this suit. This is final decree because the suit is completely disposed of.
- b) X files the suit for redemption against Y. A decree is passed in favour of X. The condition is that the purchase money of the decree must be disposed of within thirty days by the X. This is final decree.

Final decree may be said to become final in two ways:

- when within the prescribed period no appeal is filed against the decree or time for appeal has expired or the matter has been decided by the decree of the highest court; and
- when the decree so far as regards the court passing it, completely disposes of the suit. It is in the latter sense that the words “final decree” is used here.
- If the time for appeal for a decree has expired.

PRELIMINARY DECREE	FINAL DECREE
<b>1. Preliminary decree is granted even before the final disposal of the suit.</b>	<b>1. Final decree is granted after the final disposal of the suit.</b>
<b>2. Preliminary decree is superior.</b>	<b>2. The final decree is subordinate to preliminary decree</b>
<b>3. If the preliminary decree is set aside in appeal, then the final decree is also automatically set aside.</b>	<b>3. If the final decree is set aside in appeal, then the preliminary decree is also automatically set aside.</b>
<b>4. Appeal against preliminary decree must be filed within the limitation period.</b>	<b>4. If the final decree lapses after limitation period, it cannot be disputed in appeal.</b>
<b>5. Preliminary decree ascertains what things are to be done</b>	<b>5. Final decree states the results achieved by the means of the preliminary decree.</b>
<b>6. Preliminary decree may be generally present or absent.</b>	<b>6. Final decree is generally present with or without preliminary decree.</b>

**PARTLY PRELIMINARY AND FINAL DECREE :** The Code of Civil Procedure itself contemplates the possibility of a decree partly preliminary and partly final. According to the Explanation to Section 2(2) of the Code, a decree is preliminary— when further proceedings have to be taken before the suit can be completely disposed of and decree is final— when the has no force. It will therefore be right to call this a decree partly preliminary and partly final because so far as it affects the particular items in question, it is in the nature of a final decree subject only to its being varied if necessary by way of re-allotment of the items by consent of the parties.

**DEEEMED DECREE :**

An adjudication not fulfilling the requisites of Section 2(2) of the Code cannot be said to be “decree”.

- By a legal fiction, however, certain order and determinations are “deemed” to be “decree” within the meaning of Section 2(2).
- The term “deemed” is used in several statues in different senses. Sometimes it means “generally regarded”; at other times, it signifies “taken prima facie to be”. It may also mean, “taken conclusively to be”
- Whenever the word “deemed” is used in a statute in relation to a person or thing, it implies that the legislature, after due consideration, exercised its judgment in conferring that status or attribute to a person or thing.
- In *M/ s. Ameya Presence Marketing v. Bangalore City Corporation*, the Karnataka High Court observed: “*In the modern statute, this expression is used to introduce artificial conceptions— which are intended to go beyond legal principles and to give an artificial construction to a word or a phrase...*”
- Now a deeming provision creates a legal fiction. The effect of such legal fiction is that a position which otherwise would not be there, is deemed to be present under certain circumstances. An effect must, therefore, be given to such legal fiction.
- Deemed Decrees under Code Section 2(2) of the Code defines “decree”. But it also states that “the rejection of a plaint” as well as “the determination of a question under Section 144” would be deemed to be a “decree.”

- Likewise, certain orders passed or made in execution proceedings are deemed to be “decrees” under the Code. Thus, under the Code a decree is deemed to include:
  - a) the rejection of a plaint;
  - b) the determination of any question concerning an application for restitution; and
  - c) the adjudication of claims to or objection to attachment of property.

**DECREE-HOLDER :** Section 2(3) of the Code defines decree-holder. According to Section 2(3) decree-holder means any person in whose favour a decree has been passed or an order capable of execution has been made. From this definition it is clear that the decree-holder need not necessarily be the plaintiff. A person who is not a party to the suit but in whose favour an order capable of execution has been passed is also a decree-holder.

**ORDER :**

As stated above, an adjudication of a Civil Court is either a “decree” or an “order”, but cannot be both.

- The term order has been defined in Section 2(14) of the Code.
- Order means the formal expression of any decision of a Civil Court which is not a decree.
- Thus, the adjudication of a court which is not a decree is an order.
- The expression “order” is wide and carries different meanings in different contexts. In *Damodar Jairam Sao v. Deputy Charity Commissioner*, the Bombay High Court held that it includes all such orders passed by the statutory authorities, whether administrative, judicial or quasi judicial, in exercise of the statutory powers conferred by special or local laws, including the Code of Civil Procedure.

There are some common elements in both “decree” and “order”: (i) both relate to matters in controversy; (ii) both are decisions given by a court; (iii) both are adjudication of a court of law; and (iv) both are “formal expressions of law” of a decision; (v) both are enforceable.

The Apex Court explained the relation between decree, order, appeal and revision in *Shiva Shakti Co-operative Housing Society v. Swaraj Developers*, held:

- Once an order of the court fulfils the conditions of the definition of 'decree' under Section 2(2), it becomes appealable, even though it is styled as an 'order'.

Decree	Order
<b>1. A decree is an adjudication which conclusively determines the rights of the parties with regard to any or all matters to any or all matters in controversy.</b>	1. An order, on the other hand, may or may not finally determine the rights of the parties
<b>2. A decree can only originate from suit, i.e., a proceeding commenced by plaintiff.</b>	2. An order may originate from a suit, as well as from any other proceeding commenced by an application.
<b>3. Except in certain suits, where two decrees (one preliminary and other final) are passed, in every suit, there is only one decree.</b>	3. There may be orders passed in a suit
<b>4. A first appeal always lies from a decree, unless otherwise expressly provided.</b>	4. No appeal lies from the order unless it is one of the appealable orders.
<b>5. While appealability is a rule and non-appealability is the exception in the case of a decree, unless otherwise expressly provided.</b>	5. In case of an order, it is just the reverse.
<b>While appealability is a rule and non-appealability is the exception in the case of a decree, a person aggrieved has the right of second appeal</b>	In an appealable order, a person does not have such right.



***Examples of Decisions which are Decrees but not Orders***

***A decision that there is no cause of action.***  
***A decision that an appeal is not maintainable.***  
***A decision as to abatement of a suit.***  
***The dismissal of a suit or an appeal for want of evidence of proof.***  
***The modification of the scheme of a public trust.***  
***A decision that the right to sue does not survive.***  
***A decision refusing one of several reliefs***  
***The rejection of a plaint for non-payment of court fee.***  
***The granting of or refusal to grant costs.***

***Examples of Decisions which are Orders but not Decrees***

***Order of remand.***  
***Granting or refusing interim relief.***  
***The dismissal of an appeal as time barred.***  
***Holding an application to be maintainable.***  
***The appointment of a receiver to take possession of property.***  
***The return of plaints for presentation to the proper court.***  
***Refusing to set aside a sale.***  
***Directing assessment of mesne profits.***  
***The allowing of withdrawal of suits.***  
***The rejection of applications for condonation of delay.***