

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED:01.07.2015

CORAM

THE HONOURABLE MS. JUSTICE R. MALA

S.A.No.271 of 2008
and M.P.No.1 of 2008

Judgment reserved on 22.06.2015	Judgment pronounced on 01.07.2015
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K.R.Kirubakaran ... Appellant/1st Defendant

Vs

1.G.Lakshmi ... 1st Respondent/Plaintiff

2.The Chairman
Tamil Nadu Slum Clearance Board
Chennai. ... 2nd Respondent/2nd Defendant

Prayer: Second appeal filed under Section 100 of CPC against the judgment and decree dated 26.02.2007 made in A.S.No.594 of 2006 on the file of the II Additional City Civil Court, Chennai, confirming the judgment and decree dated 01.08.2006 made in O.S.No.4511 of 2004 on the file of the learned XVIII Assistant City Civil Court, Chennai.

For Appellants : Mr.S.Subbiah

For Respondent : Mr.Perumbulavil Radhakrishnan
for Mr.P.Paul Selvam

JUDGMENT

The second appeal arises out of the judgment and decree dated 26.02.2007 made in A.S.No.594 of 2006 on the file of the II Additional City Civil Court, Chennai, confirming the judgment and decree dated 01.08.2006 made in O.S.No.4511 of 2004 on the file of the learned XVIII Assistant City Civil Court, Chennai.

2.The averments made in the plaint are as follows:-

(i) The Tamil Nadu Slum Clearance Board (hereinafter called as 'the second defendant') allotted a tenement to the plaintiff in Plot No.213, Door No.3, West Namachivayapuram, Nelson Manickam Road, Chennai-94 of extent 65 sq.mts, which is the suit property in and by

the proceedings of the second defendant dated 23.03.1984 under the lease cum sale agreement scheme.

(ii)As per the said scheme, the plaintiff has to pay a sum of Rs.2,725/- towards sale consideration in monthly installments of Rs.30/- per month for 10 years. Accordingly, the plaintiff has paid entire amount to the second defendant.

(iii)The first defendant is the elder brother of the plaintiff. After the plaintiff took possession of the suit property, she allowed her brother to stay along with her. Thus the first defendant was under permissive occupation of a part of the suit property. In the year 2002, the plaintiff due to poor health, had to stay out along with her mother in law for nearly one year. Taking advantage of her absence, the first defendant took possession of the entire suit property and broke open the plaintiff's portion of the suit property and took away the receipts of the lease amount paid by the plaintiff to the second defendant and he also prevented the plaintiff from entering the suit property.

(iv)The plaintiff made a representation to the second defendant in April 2002 requesting him to execute the sale deed in respect of the suit property in her favour. She also made another representation to the second defendant on 24.07.2002 requesting him to remove the first defendant from the suit property.

(v)The second defendant sent a reply to the plaintiff on 25.07.2002 directing the plaintiff to approach the police for evicting the first defendant and she also lodged a complaint to the police on 20.08.2002. However, the first defendant has not vacated the suit property and he approached the second defendant claiming execution of a sale deed in respect of the suit property in favour of his wife namely, Lakshmi by using the similarity of the names of the plaintiff and his wife. The second defendant has been turned down on the ground that the allotment order stands only in the name of the plaintiff and hence, sale deed cannot be executed in favour of the wife of the first defendant. Since the first defendant is not willing to hand over the possession of the suit property to the plaintiff, the plaintiff forced to file the suit for delivery of vacant possession of the suit property. Thus, she prayed for decree.

3.The gist and essence of the written statement filed by the first defendant are as follows:

(i)Though the tenement was made in the name of the plaintiff, she has nothing to do with that and she had never contributed any money towards the allotment and she was not even having any receipt issued by the second defendant. The plaintiff was never in possession of the suit property at any point of time. The money was paid over by the first defendant and the plaintiff is living separately with her family at Nerkundram. All the records stand in the name of the first

defendant.

(ii)The first defendant is in continuous possession of the suit property for a period of more than 20 years without any interruption and paying the taxes to the authorities. There is no cause of action to file the suit and the suit is barred by limitation. The suit is grossly under valued and the Court fees paid is not correct. The plaintiff has not come to the Court with clean hands. Further in the absence of declaration of title over the suit property, the suit for recovery of possession as filed by the plaintiff is not maintainable. Therefore, he prayed for dismissal of the suit.

4.The gist and essence of the written statement filed by the second defendant are as follows:

(i)The suit itself is not maintainable against the second defendant as per Section 65 of the Tamil Nadu Slum Areas (Clearing and Improvement Act) 1971. The suit property in plot No.213 was allotted to the plaintiff under lease cum sale agreement scheme. But the plaintiff is not living in the above said plot.

(ii)The first defendant is living in the said plot and he has produced E.B. consumption card. He was allotted to Plot No.242 in the same scheme by the second defendant. Further, the plaintiff admitted that first defendant is permitted to occupy the suit property. In the said circumstance, the second defendant is not responsible for the eviction of the first defendant. It is purely a family fraud and the second defendant is nothing to do with the dispute between the sister and brother. Therefore, he prayed for dismissal of the suit against the second defendant.

5.The Learned Trial Judge after considering the averments both in the plaint and written statement and arguments on either side counsel, has framed necessary issues and on perusing the oral and documentary evidence viz., P.W.1, D.W.1, D.W.2 and Exs.A1, A2 and Exs.B1 to B9, decreed the suit against the first defendant and dismissed the suit against the second defendant. Aggrieved against the judgment and decree passed by the trial court, the first defendant preferred an appeal in A.S.No.594 of 2006 on the file of II Additional Court, City Civil Court, Chennai.

6.The learned First Appellate Court has considered the arguments advanced on either side, framed necessary point for consideration, confirmed the Judgment and Decree passed by the Trial Court. Against the Decree and Judgment passed by the first Appellate Court, the present second appeal has been preferred by the first defendant/appellant.

7.At the time of admission, the following substantial questions of law have been framed:

"1. When the plaintiff had been allotted with a letter or order of allotment by the Tamil Nadu Slum Clearance Board, whether such an order of allotment could confer any title to the allottee over the property allotted?

(2) Whether an allottee of a land can claim a title over the suit land, when the real owner has not conveyed the title to such person, under a proper deed of conveyance, as required under Section 17 of the Registration Act or under Section 54 of the Transfer of Property Act?

(3) Whether a person having been allotted with an immovable property would be deemed to be the title holder and as such, can he file a suit for possession, without the declaration of title?

(4) Even the plaintiff has not proved her possession, within 12 years preceding the date of the suit, whether her suit is barred under Article 64 of the Limitation Act?"

8. Challenging the concurrent findings of both the Courts below, learned counsel for the first defendant/appellant submits that first respondent herein as a plaintiff filed a suit for recovery of possession without prayer for declaration of title is not maintainable. The first defendant/appellant denied the title of the plaintiff by filing written statement. To substantiate the same, he relied upon the decision of this Court reported in 2014 (5) CTC 801 (N. Kaliamoorthy and others v. Vairavan Chettiar). He further submits that the trial Court in its part of judgment held that permissive possession has not been proved by the first defendant, but in later part, permissive possession has been upheld, which is against law. Allotment order under Ex.A1 is only a lease cum sale agreement and it is not an order for transferring the property to the plaintiff. It is further submitted that the trial Court has wrongly decreed the suit stating that the first defendant/appellant herein has not proved that he has prescribed title by adverse possession. Therefore, he prayed for allowing the second appeal. To substantiate his arguments, he relied upon the following decision:

(i) 1971 (3) SCC 708 (District Council of United Khasi and Jaintia Hills and Others, Etc. v. Miss Sitimon Sawian Etc.);

(ii) (1993) 2 SCC 533 (Major General B.M. Bhattacharjee (Retd.) and another v. Russel Estate Corporation and another);

9. Resisting the same, learned counsel for the first respondent/plaintiff submits that Ex.A1 allotment order has been admitted by the first defendant/appellant herein. The written statement filed by the second defendant would also show that the appellant herein was allotted a separate common plot. Even though the appellant has pleaded adverse possession of the suit property, all the documents stood in the name of the plaintiff and most of the

documents relied upon by the first defendant came into existence, after filing of the suit. Hence, both the Courts below have rightly negatived the plea of adverse possession raised by the appellant. He further submits that when the plaintiff was residing in her in-laws house due to her ill-health, the first defendant/appellant broke open the door of the suit property and took away the receipts of the lease amount paid by the plaintiff to the second defendant and marked the documents on his side. Now the appellant/first defendant is in possession of the suit property, his possession is not an adverse possession, hence the plaintiff has filed a suit for recovery of possession. He has also relied upon the decision reported in CDJ 2006 SC 659 (T.Anjanappa and others v. Somalingappa and another) and 2005 (5) CTC 1 (T.N.Anantha Balaraje Urs v. Smt.Gunamba Nanjaraje Urs) and submits that the first defendant/appellant herein has not proved that he prescribed title by adverse possession. Since both the defendants admitted that Ex.A1 allotment order has been issued in favour of the first respondent/plaintiff, there is no necessity for her to file the suit for declaration of title. Hence, he prayed for dismissal of the second appeal.

10.Considered the rival submissions made on both sides and perused the materials available on record.

11.Admittedly, the plaintiff/first respondent herein is the sister of the appellant/first defendant. Tamil Nadu Slum Clearance Board, who is the second defendant/second respondent herein has allotted plot No.213, Door No.3, West Namachivayapuram, Nelson Manickam Road, Chennai, in favour of the plaintiff/first respondent under Ex.A1 lease cum sale agreement scheme. As per the allotment order, the plaintiff has to pay a sum of Rs.2,725/- as sale consideration in monthly installments of Rs.30/- per month for 10 years.

Substantial questions of Law No.1 and 2:

12.The first defendant/appellant herein, in para-3 of the written statement admitted that Ex.A1 allotment order has been issued in favour of his sister/first respondent herein. So the specific portion in para-3 is extracted hereunder:

"3. Though the allotment of the tenement was made in the name of the plaintiff, the plaintiff has nothing to do with that and she had never contributed any money towards the allotment. "

In para-5 of the written statement, it was stated that from the date of allotment, the first defendant has been in possession and enjoyment of the suit property and paid entire sale consideration out of his own funds. But Ex.B1 series, the receipts for payment of installments amount to the second defendant, stood in the name of the first respondent herein.

13.It is also an admitted fact that as per the written statement filed by the second defendant, the first defendant/appellant was allotted to Plot No.242 in the same scheme. So no person will be allotted to more than a plot. In Ex.A1/lease cum sale agreement, it was mentioned that sale consideration is fixed as Rs.2,725/-; extent is 65 sq.mtrs; monthly installment is Rs.30/- for ten years. In addition to Rs.30/-, Rs.8/- has to be paid towards developmental charges for every month. If there is any default in the conditions mentioned in Ex.A1, the allotment order will be cancelled.

14.According to the plaintiff/first respondent, since the first defendant has not handed over the possession of her plot, she sent a representation to the second respondent during April 2002 requesting him to execute the sale deed in her favour. She has also sent another representation dated 24.07.2002 to the second defendant requesting him to evict the first defendant from the suit property and execute sale deed in her favour. The second defendant sent a reply to the plaintiff on 25.07.2002 stating that Ex.A1 allotment order has been made to the first respondent, so it was not allotted to any other person and then directed her to approach the police to take proper action for evicting her brother/first defendant. So it clearly proved that Ex.A1 is allotted only to the plaintiff/first respondent and it cannot be transferred in the name of the first defendant/appellant.

15.It is true, as per Section 54 of the Transfer of Property Act, "sale" is a transfer of ownership in exchange for a price paid or promised or part-paid and part-promised. As per Ex.A1, sale price is fixed at Rs.2,725/- and the plaintiff was directed to pay Rs.30/- in monthly installments for ten years. In a nomenclature of the allotment order itself, it was specifically mentioned as "lease cum sale agreement". After payment of entire sale price as per Ex.A1 only, the allottee can get the sale deed in her favour.

16.It is pertinent to note that the first defendant has approached the second defendant, who gave Ex.B8 letter stating that allottee alone is entitled to get the ownership of the plot. As per Ex.A2, the second defendant sent a letter to the plaintiff stating that allotment order stood only in the name of the plaintiff.

17.Learned counsel for the appellant would mainly focus upon that the allotment is not a transfer of title or conveyance. To substantiate the same, he relied upon the following decision:

(i) In 1971 (3) SCC 708 (District Council of United Khasi and Jaintia Hills and Others, Etc. v. Miss Sitimon Sawian Etc.), in para-4, 5, 13 and 14, it was held as follows:

"4.The narrow question posed in the present controversy is whether para 3(1)(a) of the Sixth Schedule confers on the District Council power to make laws with respect to transfer of land; in other words

whether the subject of transfer of land is covered by the expression "allotment, occupation or use or the setting apart of land."

5.The High Court has held that Para 3(1)(a) of the Sixth Schedule does not empower the District Council to legislate with respect to transfer of land. According to that Court the expression "the allotment, occupation or use, or the setting apart of land." does not take within its fold "transfer of land".

13.We now proceed to deal with the arguments relating to the meaning of the controversial words used in para 3(1)(a) of the Schedule. The word "allot" according to standard dictionaries means, distribute by lot, or in such a way that the recipients have no choice; to assign as a lot or apportion to; and the word "allotment" means, apportioning the action of allotting; share allotted to one; small portion of land let out for cultivation. The words "occupation" and "use" by themselves do not convey the idea of transfer of title. Similarly the "setting apart of land" for the purposes mentioned in clause (a) cannot be read as implying transfer of title. The bracketing together of the words "allotment, occupation or use, or setting apart of land" for the purposes mentioned therein without using words like "transfer" or "alienation" is clearly indicative of the Constitution makers' intention to restrict power of the District Council only to make laws with respect to actual use or occupation of the land allotted or set apart for the purposes stated therein.

14.It therefore seems to us to be quite clear that the framers of the Constitution wanted to confine the power of the District Councils to make laws under para 3(1)(a) to the distribution or setting apart, of the land mentioned therein only for the purposes of occupation or use as expressly stated therein, without intending to extend that power to the transfer of land. This construction is not only in accord with the real sense discernible from the plain meaning of the language used in this clause, but it also serves more effectively to carry out the manifest purpose, policy and scheme underlying the provisions of the Constitution, namely, protection of the hill people in the North-Eastern Hills Districts against exploitation by the more sophisticated outsiders from the plains, then the construction which would extend the District Councils' power of making laws to the transfer of land.
.. .. "

(ii) In (1993) 2 SCC 533 (Major General B.M.Bhattacharjee (Retd.) and another v. Russel Estate Corporation and another), it was held as follows:

"Allotment, according to the learned counsel, means entering into the agreement of sale. Inasmuch as the agreement of sale with respect to the said two flats on the 8th floor was entered into long prior to the said order of this Court, it is submitted, there is no disobedience to the order of this Court. . . ."

We are of the opinion that in the context and circumstances, the word "allotment" in the said order means making over of the flats. In other words, it means delivery of possession and registration of the sale deeds. . . ."

But the above decisions are not applicable to the facts of the present case, because in that allotment order, respondents entered into a sale agreement with the petitioners, but the respondents ignoring the agreement in the favour of the petitioners, have been allotting the constructed flats in favour of third parties thereby seeking to defeat their rights. It was stated that whether allotment has transferred the right. Whereas in the case on hand, in the allotment order, it was specifically mentioned that "lease cum sale". So it is appropriate to extract the following portion in Ex.A1/allotment order, which runs as follows:

"குத்தகை மற்றும் விற்பனை முறையில் நிலம் உரிமம் ஆக குதல் - ஒதுக்கீடு ஆணை வழங்குதல் "

Further it was stated that after complying with the conditions mentioned in Ex.A1, the property will be transferred in her name (i.e.) after paying entire sale proceeds in monthly installments. Admittedly, the case is in between the brother and sister and the brother/appellant was also allotted to plot No.242 in the same scheme. So the above decision is not applicable to the facts of the present case. Under the aforesaid circumstances, I am of the view, first respondent is having better title than the appellant, because Ex.A1 allotment order has been given to the first respondent/plaintiff by the second defendant and the same was fortified by Ex.A2, a letter sent by the second defendant. Therefore, on the basis of the allotment order in Ex.A1, the plaintiff/first respondent is deemed to be the title holder and as such she can file the suit for recovery of possession without declaration of title. Thus, substantial questions of law 1 and 2 are answered against the appellant/defendant.

Substantial question of law No:3

18. Learned counsel for the first defendant/appellant submits that the suit for recovery of possession without prayer for declaration of title is not maintainable. To substantiate his arguments, he relied upon the decision of this Court reported in 2014 (5) CTC 801 (N.Kaliamoorthy and others v. Vairavan Chettiar), in para-8, 20 to 23, 25, 31, 32, 37 and 38, which read as follows:

"8. As the defendant had been in possession and enjoyment of the suit property for more than the statutory period, he has prescribed title over the suit property by way of adverse possession.

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.. ..

20. Admittedly, the defendant has denied the title of the plaintiff over the suit property and claimed that he had been residing in the suit property along with his family members in the capacity of absolute owner as he had prescribed title over the suit property by way of adverse possession.

21. It is obvious to note here that the plaintiff had filed the suit originally for permanent injunction restraining the defendant from causing disturbances to the possession of the plaintiff.

22. As per the averments of plaintiff, the plaintiff has been in possession and enjoyment of the property. Once the title is denied by the defendant, the plaintiff ought to have amended the plaint including the prayer portion and sought the relief of declaration to declare the title over the suit property. Unfortunately, he has not done so, instead, he has amended the plaint in respect of the recovery of possession admitting the fact that the defendant has been in possession and enjoyment of the suit property.

23. The prayer portion (a)(i) would go to show that after the filing of the written statement by the defendant denying the title of the plaintiff, the plaintiff had amended the prayer portion by inserting a paragraph (a)(i) which reads as under:-

"(a)(i) If for any reason the Hon'ble Court comes to the conclusion that the plaintiff is not in possession of the suit property, the plaintiff prays alternatively for recovery of possession of the suit

property with future profits from the defendant from the date of plaint till date of delivery of possession."

.. ..

25. The conduct of the plaintiff would demonstrate that as on date of filing of the suit, he was not in possession of the suit property. On the other hand, he has indirectly admitted that the defendant has been in possession of the suit property and therefore, he had opted to include the prayer for recovery of possession.

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31. In paragraph 9 of his judgment, the learned Principal Subordinate Judge, Mayiladuthurai, being the first appellate Judge has observed that though the defendant had denied the title of the plaintiff, on perusal of his evidence, it appears that he had indirectly admitted his title over the suit property.

32. Subsequently, he has also observed that since the defendant had claimed the benefit of Section 3 of the Tamil Nadu occupants of Kudiyruppu (Confirmation of ownership) Act 1971, the defendant had indirectly admitted the title of the plaintiff over the suit property. However, he has ultimately observed that despite the defendant had claimed that he had been in possession and enjoyment of the suit property open to the universe for the past 27 years, he had failed to produce the necessary documents to show that he had prescribed title over the suit property by way of adverse possession.

.. ..

.. ..

37. On coming to the instant case on hand, the construction of the plaint itself is wrong and as admitted by the plaintiff, when his title is denied by the defendant, he ought to have amended the plaint seeking the relief of declaration of title and apart from this, as rightly observed by the learned trial Judge, since the plaintiff himself has admitted in his evidence that as on date of filing of the suit, the defendant was in possession and enjoyment of the suit property, the question of granting of permanent injunction would not arise.

38. Without seeking the relief of declaration in respect of his title over the suit property, the plaintiff cannot maintain the prayer of recovery of

possession. On this ground the second appeal is deserved to be allowed. "

But the above decision is not applicable to the facts of the present case. Because in the above decision, the plaintiff filed the suit for injunction. During the pendency of the suit, since the defendant has been in possession and enjoyment of the suit property and claiming adverse possession, the plaintiff amended the plaint for recovery of possession. At that time, it was held that once title has been denied, possession is not with the plaintiff and the plaint cannot be amended to include the prayer for recovery of possession without seeking relief for declaration of title over the suit property. In the case on hand, the suit property was allotted to the plaintiff by the second defendant/Slum Clearance Board as per Ex.A1 allotment order, which is a lease cum sale agreement and the plaintiff was paying the monthly installments of Rs.30/- regularly. Under the aforesaid circumstance, the appellant herein is the third party to the allotment. So on the basis of Ex.A1/allotment order, the first respondent/plaintiff is entitled for recovery of possession without prayer for declaration of title. Thus, substantial question of law No.3 is answered against the appellant/defendant.

Substantial question of law No.4:

19.In the written statement it was stated that the first defendant is claiming adverse possession. But both the Courts below have held that the first defendant/appellant has no perfect title by adverse possession, because the date of allotment order is 23.03.1984. Even though the first defendant had filed documents to show that he is in continuous possession of the suit property, the allotment order stood only in the name of the first respondent. Admittedly, in the plaint itself, the plaintiff/first respondent stated that when she was in her in-laws home, the first defendant broke open the door of the tenement and took away the receipts of payment of installments paid by the plaintiff to the second defendant. Furthermore, in Ex.B2/property tax, owner name is mentioned as 'Kirubakaran' the first defendant and Door No.3 has been mentioned. Merely because the door number stands in the name of the appellant, it will not confer any title upon him. Ex.B3 is the property tax receipt which also stands in the name of the first defendant and it came into existence on 05.09.2002. Ex.B4 series are the water tax receipts filed by the first defendant from 13.07.2005 (i.e.) after filing the suit. So both the Courts below rightly held that the appellant has not prescribed title by adverse possession.

20.At this juncture, it is appropriate to consider the decision relied upon by the learned counsel for the first respondent reported in CDJ 2006 SC 659 (T.Anjanappa and others v. Somalingappa and another), wherein it was held that what is meant by adverse possession. Para-14 is extracted hereunder:

"14. ... "Adverse possession" means a hostile possession which is expressly or impliedly in denial of title of the true owner. Under Article 65 of the Limitation Act, burden is on the defendants to prove affirmatively. A person who bases his title on adverse possession must show by clear and unequivocal evidence i.e. possession was hostile to the real owner and amounted to a denial of his title to the property claimed. In deciding whether the acts, alleged by a person, constitute adverse possession, regard must be had to the animus of the person doing those acts which must be ascertained from the facts and circumstances of each case. The person who bases his title on adverse possession, therefore, must show by clear and unequivocal evidence i.e. possession was hostile to the real owner and amounted to a denial of his title to the property claimed. ... "

There is no quarrel over the above proposition.

21. During the argument of the learned counsel for the appellant, he has not advanced any arguments in respect of adverse possession. But the substantial question of law has been framed. A person claiming adverse possession must prove that he is in possession of the suit property openly, continuously, uninterruptedly for more than the statutory period admitting the ownership of the third party with his knowledge adverse to the interest of the true owner.

22. A person claiming adverse possession has to prove three aspects for nec-nec vi, nec clam and nec precario. Accordingly, (1) the possession must be adequate in continuity for the said period, (2) the possession must be open and public and extend at least to show as to when the possession became adverse to the party affected and (3) the possession must be for the statutory period. Mere possession for 12 years or more would not confer title by adverse possession, unless the person claiming adverse possession could prove his animus possidendi and hostile possession and enjoyment of the property against the person or persons, who owned the property, for the statutory period. It is not the case that adverse to the interest of his sister, the first defendant is enjoying the property.

23. Considering the aforesaid circumstances of the case, I am of the opinion, all the documents show that the property only stood in the name of the sister/plaintiff/first respondent herein. So the appellant has not prescribed title by adverse possession. Substantial question of law No.4 is answered accordingly.

24. In view of the answer given to substantial questions of law 1 to 4, as per Ex.A1, tenement is allotted in favour of the first respondent/plaintiff and she has also been paid the amount, so the plaintiff is having title over the suit property and she is entitled

to recovery of possession without filing the suit for declaration of title. Therefore, the suit is maintainable. Both the Courts below after considering all the aspects in proper perspective have rightly come to the correct conclusion.

25.For the foregoing reasons, the judgment and decree passed by both the Courts below does not suffer any illegality or infirmity and they are hereby confirmed. Hence, this second appeal deserves to be dismissed and it is hereby dismissed.

26.In fine,

- Second Appeal is dismissed with costs.
- The decree and judgment passed by both the Courts below are hereby confirmed.
- Two months time is granted to the first defendant/appellant to hand over the possession of the suit property to the first plaintiff/first respondent.
- Consequently, connected Miscellaneous Petition is closed.

Sd/-
Assistant Registrar

True Copy

Sub Assistant Registrar

kj

To

1.II Additional City Civil Court, Chennai.

2.XVIII Assistant City Civil Court, Chennai.

3.The Record Keeper, V.R.Section, High Court, Chennai.

2 cc to Mr..P.Paul Selvam , Advocate Sr.No.32832

1 cc to Mr..S.Subbiah , Advocate Sr.No.32753

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M.P.No.1 of 2008

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