

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 13.02.2015

Delivered on : 23.02.2015

CORAM

THE HONOURABLE MR. JUSTICE P.R.SHIVAKUMAR

S.A.No.628 of 2008

and

M.P.Nos.1/2008, 3&4/2010

M.Mohammed Ismail (died)
rep. by his LRs
1.Habibunnisa
2.Rahamathunnisa
3.Jabin Parsana

..Appellants 1 to 3/
third parties (LRs of
the Deceased 1st
defendant)

4.Thangaraj
Cause title accepted vide order
of court dated 10.04.2008 made in
SA.Sr.No.15975/08 & MP.NO.1/08

..4th Appellant/2nd
Defendant

-Vs-

K.P.Subbiah (died)
rep. by his LRs
1.P.Krishnaveni
2.Murugesan
3.Mariappan
4.U.Subbulakshmi
5.S.Chandra
6.Gangairaj

.. Respondents/3rd
parties (LRS of the
Deceased Plaintiff)

(Cause title amended vide order of
court dated 27.10.2010 made in
MP.NO.1/10
Respondents 5 & 6 brought on record on
LRs of the deceased K.P.Subbiah vide order
of court dated 29.10.2010 made in MP.2/10

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Prayer:- Second Appeal filed under Section 100 of the Civil Procedure Code against the judgment and decree dated 30.11.2005 made in A.S.No.90 of 2005 on the file of the Principal District Judge of Coimbatore reversing the judgment and decree dated 17.11.2004 made in O.S.No.1196 of 2000 on the file of the Court of II Additional Sub Judge at Coimbatore.

For Appellants : Mr.T.P.Manoharan

For Respondents : Mr.T.R.Rajagopalan,
Senior Counsel
for M/s.T.R.Rajaraman

JUDGMENT

This second appeal has been preferred against the decree of the lower appellate court dated 30.11.2005 made in A.S.No.90/2005 on the file of the District Court, Coimbatore. K.P.Subbiah (died) filed the original suit O.S.No.1196/2000 on the file of Sub Court, Coimbatore for the relief of specific performance based on an agreement for sale dated 16.07.1992 allegedly entered into between himself and M.Mohammed Ismail (died), the vendor under the agreement for sale, ranking him as the first defendant in the suit and arraying Thangaraj, the 4th appellant herein as a co-defendant and ranking him as second defendant in the suit. The plaintiff also had prayed for an alternative relief in the event of the trial court negating the relief of specific performance, for a decree directing the first defendant to refund the advance amount of Rs.3,00,000/- together with an interest thereon at the rate of 12% per annum from the date of plaint till realisation.

2. For the sake of convenience and for easy reference, the parties are referred to in accordance with their ranks in the original suit and in appropriate places wherever it is necessary their ranks in the second appeal shall also be furnished.

3. A larger extent of property, which was the subject matter of the agreement was shown as plaint 'A' schedule property. Deducting the property sold in favour of the son-in-law and daughter of the plaintiff, the balance extent alone was shown in plaint 'B' schedule. The relief of specific performance, perpetual injunction restraining the first defendant not to alienate or encumber or induct any third party into possession and a perpetual injunction not to alter the physical features had been sought for in respect of the unsold portion of land measuring 2873 sq.ft. described in plaint 'B' schedule. In the alternative, a decree for refund of advance amount had been sought for.

4. According to the plaintiff, the deceased first defendant M.Mohammed Ismail had entered into an agreement on 06.07.1992 with the plaintiff for the sale of the entire 'A' schedule property at the rate of Rs.56,000/- per cent and received an advance of Rs.1,00,000/-. The further case of the plaintiff was that though the time for completion of the transaction was fixed as six months in the agreement, the deceased first defendant had to vacate some occupants in the property and hence he received further advance on various dates and extended the time for completion of the sale transaction by making endorsements on the agreement. According to the plaintiff's averments, by 25.05.1994 a total sum of Rs.3,00,000/- had been paid and on 13.09.1996, the first defendant executed two sale deeds in respect of 1302.5 sq.ft. and 2814.5 sq.ft. respectively in favour of Umayavel (son-in-law of the plaintiff) and Subbulakshmi (daughter of the plaintiff) respectively. The sum of Rs.3,00,000/- paid in three installments prior to 13.09.1996 was adjusted towards the sale consideration and the balance consideration for the conveyed portion was also received by the first defendant. Subsequently, on 14.05.1998, a sum of Rs.2,00,000/- and on 15.05.1998 another sum of Rs.1,00,000/- were paid as further advance and the first defendant agreed to convey the rest of the property, which is described in plaintiff 'B' schedule. Though the plaintiff was ready and willing, it was the first defendant who postponed the completion of the transaction under one pretext or other. The notice issued by the plaintiff evoked no fruitful response and hence he was constrained to file the suit for the above said reliefs in respect of the plaintiff 'B' schedule.

5. The suit was contested on the basis of the written statement filed by the first defendant, which was adopted by the second defendant also. By and large, paragraph-wise plaintiff's averments, were denied. Besides such denial, it was contended in the written statement that the suit agreement dated 16.07.1992 and the endorsements found thereon were all fabricated and that there was no valid agreement for sale. It was further contended in the written statement that when the first defendant sold a portion of the plaintiff 'A' schedule property to the son-in-law and daughter of the plaintiff under two different sale deeds, the plaintiff wanted to purchase the balance extent also, namely the property described in plaintiff 'B' schedule; that the first defendant did not agree for the same and that in order to coerce and compel the first defendant, the suit came to be filed after forging and fabricating the suit agreement and endorsements.

6. Based on the above said pleadings, necessary issues were framed and in the trial, seven witnesses were examined as PWs.1 to 7 and 19 documents were marked as Exs.A1 to A19 on the side of the plaintiff. The first and second defendants deposed as DWs.1 and 2 and

no independent witness was examined on the side of the defendants. Six documents were marked as Exs.B1 to B6 on the side of the defendants.

7. The case of the plaintiff is based on the suit agreement for sale marked as Ex.A1 and also the endorsements made thereon marked as Exs.A2 to A5. According to the plaint averments Ex.A1-agreement was executed by the first defendant after receiving a sum of Rs.1,00,000/ and Exs.A2 and A3 endorsements were made on receiving a sum of Rs.1,00,000/- each on those two occasions. The entire amount of Rs.3,00,000/- covered by Exs.A1 to A3 was adjusted towards the sale consideration for the sale deeds dated 13.09.1996 executed in favour of the son-in-law and daughter of the plaintiff conveying part of plaint 'A' schedule property and the remaining portion is shown as plaint 'B' schedule property.

8. The learned trial judge accepted the contention of the plaintiff that the earlier advance covered by Ex.A1-agreement and the endorsements marked as Ex.A2 and A3 were adjusted towards the sale consideration for the sale deeds executed in favour of the son-in-law and daughter of the plaintiff on 13.09.1996 and that thereafter, a further sum of Rs.3,00,000/- came to be paid by the plaintiff under Exs.A4 and A5 endorsements. Even though the trial court upheld the contention of the plaintiff regarding the execution of Ex.A1-Agreement and payments made under Ex.A1-Agreement and Exs.A2 to A5-endorsements, without considering the question regarding the entitlement of the plaintiff to get a decree for specific performance, it simply chose to grant a decree as per the alternative prayer directing the first defendant to refund the sum of Rs.3,00,000/- covered by Exs.A4 and A5 endorsements together with an interest at the rate of 6% per annum from the date of plaint till realisation. In view of the fact that the trial court negatived the prayer for specific performance, the relief of permanent injunction sought for was negatived by the trial court.

9. As against the judgment and decree of the trial court dated 17.11.2004, no appeal was preferred by the defendants. On the other hand, the plaintiff alone filed an appeal before the District Court, Coimbatore in A.S.No.90/2005. The learned lower appellate judge, after hearing, re-appraised the evidence, allowed the appeal and modified the decree of the trial court by granting the main relief, namely relief of specific performance instead of the alternative relief of refund of advance money with interest. Thereafter, the plaintiff as well as the first defendant died and the LRs of the first defendant and the second defendant have filed the present second appeal against the respondents 1 to 6, the LRs of the deceased plaintiff Subbiah.

10. At the time of admission, the following questions were formulated as substantial questions of law involved in the second appeal.

Substantial Questions of Law:

"1. Whether the decree for specific performance of Exhibit A.1 granted by the Court below without framing an issue considering the pleadings and materials and giving a finding that the deceased plaintiff was always ready and willing to perform his part of the sale agreement, is not violative of Section 16(c) of the Specific Relief Act, illegal, invalid and unenforceable?

2. Whether a decree for specific performance of Exhibit A.1 sale agreement can be granted in respect of the suit "B" schedule property, which is not described and not agreed to be sold thereunder to the deceased plaintiff?

3. Whether in view of Article 54 of the Limitation Act, the present suit for the specific performance of Exhibit A.1 sale agreement dated 16.7.1992, filed about 8 years after the date fixed for performance therein i.e. on 4.9.2000, in absence of proof for extension of time for performance, is not barred by limitation?

4. Whether the deceased plaintiff who has filed the suit for specific performance of Exhibit A.1 is not bound to prove that Exhibit A.1 and the 4 endorsements (Exhibit A.2 to 5) contained therein were executed by the deceased 1st defendant and it is true, valid and enforceable document? Was the Court right in shifting the burden of proof on the deceased 1st defendant, holding that he had not proved that Exhibit A.1 was not executed by him and granting a decree for specific performance?

5) Whether in view of the nature of facts and Section 73 of the Evidence Act, by making a mere comparison through naked eyes without even a report from a Handwriting Expert, can it be safely concluded that the signatures found in Exhibit A1 and the 4 endorsements made therein (Exhibits A.2 to 5) are that of the deceased 1st defendant and whether such a conclusion arrived by the Court below, that too, by merely referring to the observation of the trial Court thereon, is sustainable in law?"

11. The arguments advanced by Mr.T.P.Manoharan, learned counsel for the appellant and by Mr.T.R.Rajagopalan, learned senior counsel appearing for M/s.T.R.Rajaraman, counsel on record for the respondent were heard. The materials available on record were also perused and this court paid its anxious consideration to the same.

12. An appeal from the appellate decree of a court subordinate to the High Court, shall lie to the High Court on a substantial question of law as per Section 100 of the Code of Civil Procedure, 1908. Sub clause (3) of Section 100 of CPC says that the appeal memorandum should precisely state the substantial question of law involved in the second appeal. Sub section (4) is to the effect that if the High Court is satisfied that a substantial question of law is involved in the case it shall formulate that question. Such a formulation of substantial question of law at the time of admission is subject to the right of the opposite party to argue that no such substantial question of law is involved in the second appeal. This has been stated so in sub section (5) of Section 100 CPC. Relying on the said sub section, it is argued on behalf of the respondents that, the case does not involve any of the substantial question of law as formulated at the time of admission.

13. According to the contention of the learned counsel for the contesting respondents, the first and second defendants, having suffered a decree for the refund of the advance amount based on Ex.A1-Agreement and Exs.A4 and A5 endorsements, ought to have filed an appeal or at least a cross objection in the appeal filed by the plaintiff before the lower appellate court challenging the said decree and praying for the dismissal of the suit in toto and since the defendants failed to do so, the findings of the trial court regarding the genuineness and validity of Ex.A1-agreement and Exs.A2 to A5 - endorsements have attained finality. The learned counsel for the contesting respondents argued that the defendants, who chose to contest the suit solely based on their contention that Ex.A1-agreement and Exs.A2 to A5 endorsements were not genuine and on the other hand were fabricated, could have no scope for re-agitating the question of genuineness and validity of Exs.A1 to A5, after having suffered a decree in the hands of the trial court and after having failed to challenge the same either by way of an appeal or by way of a cross-objection before the lower appellate court.

14. In this case, the deceased first defendant contended that he never executed Ex.A1-agreement for sale. It was also his contention that besides Ex.A1-agreement, Exs.A2 to A5-endorsements were also forged and fabricated. In this regard, excepting the interested testimony of the first defendant as DW1, there is no other evidence to support his contention. On the other hand, the plaintiff, besides examining himself as PW1, examined the attestors and others in proof of execution of Ex.A1-agreement, the making of Exs.A2 to A5-

endorsements and the passing of consideration evidenced by Exs.A1 to A5. The said evidence was held to be enough to prove the case of the plaintiff regarding the execution of the agreement and the making of the endorsements. The said evidence shall be sufficient at least to shift the burden and cast it on the defendants to prove the said documents to be forged and fabricated. After fully considering the evidence adduced on both sides, the learned trial judge came to a conclusion that the plaintiff's case that the first defendant executed Ex.A1-agreement for sale agreeing to sell plaintiff 'A' schedule property at the rate of Rs.56,000/- per cent stood substantiated. The trial court also held in clear terms that the payments alleged in the plaint and the payments evidenced by Exs.A1 to A5 were proved. Only based on the said finding, the learned trial judge chose to grant the alternative relief of refund of advance amount with interest.

15. When the decree is based on a finding, the person against whom such a finding is rendered and the decree is passed, ought to have challenged it by filing an appeal or cross-objection in the event of the decree holder filing an appeal against the disallowed portion of the claim. If no such appeal or cross objection is filed, then such a finding will attract the principle of res judicata in the later part of the proceedings. Hence, this court is of the considered view that the appellants in the second appeal are not entitled to raise and re-agitate the question of genuineness or otherwise of Ex.A1-agreement for sale. They are also not entitled to raise the question regarding the genuineness and binding nature of the endorsements marked as Exs.A2 to A5. The bar of res judicata will prevent them from questioning the finding of the trial court in this regard. Therefore, the substantial question Nos.4 and 5 formulated at the time of admission of the second appeal do not deserve consideration, as they are not the substantial questions of law involved in the second appeal.

16. The other contentions sought to be raised by the appellants in the second appeal is that since the property described in plaint 'B' schedule has not been separately described in Ex.A1-agreement as the property agreed to be sold, the plaintiff shall not be entitled to the relief of specific performance in respect of plaint 'B' schedule property. It is pertinent to note that there is no dispute regarding the fact that plaint 'B' schedule property is a part of plaint 'A' schedule property. According to the plaintiff's case, a total extent of 6991 sq.ft. (16 cents) more fully described in plaint 'A' schedule was agreed to be sold under Ex.A1-agreement at the rate of Rs.56,000/- per cent. Admittedly, out of the above said extent described in plaint 'A' schedule, an extent of 1302.5 sq.ft. was conveyed under the sale deed dated 13.09.1996 registered as Document No.3314/1996 in the office of District Registrar, Coimbatore in favour of E.Umayavel, the son-in-law of the plaintiff. A copy of the said sale deed has been produced as Ex.A16. Similarly an extent

of 2814.5 sq.ft. land, out of the total extent of 'A' schedule, was conveyed by the first defendant under a sale deed dated 13.09.1996, registered as Document No.3315/1996 in favour of U.Subbulakshmi, the daughter of the plaintiff. A copy of the same has been produced as Ex.A15. Deducting the above said extents of land from the total extent of plaint 'A' schedule, the balance extent alone has been shown as the plaint 'B' schedule. A comparison of description of the property provided in plaint 'B' schedule with the description of property found in plaint 'A' schedule in conjunction with the description of properties found in the sale deeds dated 13.09.1996 executed in favour of Umayavel and Subbulakshmi, will make it clear that a portion of plaint 'A' schedule property alone has been shown as plaint 'B' schedule property. It is also obvious that by seeking specific performance in respect of plaint 'B' schedule property, the plaintiff sought for the relief in respect of the property which was the subject matter of Ex.A1. Such a prayer was made to complete the transaction based on Ex.A1-agreement in its entirety, as the remaining portions had already been sold to his son-in-law and daughter, who, according to him, were his nominees. Therefore, the contention of the appellant that the plaintiff should not have been granted the relief of specific performance in respect of the plaint 'B' schedule property as though it has not been described in Ex.A1-sale agreement cannot be countenanced. The second substantial question of law is answered accordingly.

17. It is the contention of the learned counsel for the appellants in the second appeal that the courts below omitted to frame a necessary issue regarding compliance with Section 16(c) of the Specific Relief Act, 1963 and that therefore, the grant of main relief, namely the specific relief directing the first respondent to execute the sale deed, has got to be interfered with. It is true that the trial court did not frame a specific issue as to the readiness and willingness of the plaintiff or in other words, the compliance with section 16(c) of the Specific Relief Act. However, the non-framing of such a specific issue is of no significance. The issue framed by the trial court as to whether the plaintiff is entitled to the relief of specific performance can be interpreted to contain in it the issue regarding compliance with Section 16(c) of the Specific Relief Act. Normally, if the defendants in a suit has taken a plea that the plaintiff was not ready and willing to perform his part of the contract or that the plaintiff omitted to plead his readiness and willingness as required under Section 16(c) of the Specific Relief Act, then the non-framing of such a specific issue may be considered to be a factor vitiating the judgment. Here is a case in which, the defendant did not make a specific plea regarding the absence of readiness and willingness on the part of the plaintiff. On the other hand, he contested the suit solely on the plea that the suit agreement for sale marked as Ex.A1 and the endorsements marked as Exs.A2 to A5 were fabricated. In addition, a plea was taken in the written statement to the effect that since the suit itself had been

filed based on fabricated agreement, the question of readiness and willingness on the part of the plaintiff would not arise. Perhaps, the same prompted the trial court not to frame a specific issue regarding the said aspect on the ground that admitted facts or facts not specifically disputed need not be proved. The learned lower appellate judge, who proceeded on the same footing, made an observation that the reasons assigned by the trial court for denying the main relief of specific performance directing execution of the sale deed could not be sustained. Based on the said finding alone, the lower appellate court chose to hold that the decree of the trial court was liable to be modified by granting the relief of specific performance as per the main prayer instead of the alternative prayer for refund of advance amount with interest. In such cases wherein the parties have led evidence knowing fully well the rival contentions of the parties, the second appellate court can go into the said question based on the evidence adduced by the parties with consciousness that such an issue was to be addressed in the suit and render a finding.

18. Referring to the judgment of the Supreme Court in Nedunuri Kameswaramma vs. Sampati Subba Rao reported in AIR 1963 SC 884 and Swamy Atmananda & Ors. Vs. Sri Ramakrishna Tapovanam & Ors. reported in (2005) 10 SCC 51, this court approved the above said proposition in Sridhandappa @ Rajappa vs. Muniamma reported in (2014) 3 MLJ 684. The relevant portions from the said judgment are extracted hereunder:

"....mere failure to frame an issue alone shall not be the ground for remanding the case back to the trial Court and that such omission would be an irregularity capable of being cured by the appellate Court or the second appellate Court if the parties were very much aware of their respective pleas and conscious of the respective pleas, they lead evidence in full regarding such controversy also. In this regard, reliance can be made to the judgment of the Hon'ble Supreme Court in Nedunuri Kameswaramma vs. Sampati Subba Rao reported in AIR 1963 SC 884 and Swamy Atmananda & Ors. Vs. Sri Ramakrishna Tapovanam & Ors. reported in (2005) 10 SCC 51. In the first of the judgment cited above, namely Nedunuri Kameswaramma's case, a Larger Bench of the Supreme Court consisting of three Hon'ble Judges made the following observations:

"No doubt, no issue was framed, and the one, which was framed, could have been more elaborate; but since the parties went to trial knowing the rival case and led all the evidence not only in support of their contentions but in refutation of those of the other side, it cannot be said that the absence of an issue

was fatal to the case, or that there was that mix-trial which vitiates proceedings. We are, therefore, of opinion that the suit could not be dismissed on this narrow ground, and also that there is no need for a remit, as the evidence which has been led in the case is sufficient to reach the right conclusion. Neither party claimed before us that it had any further evidence to offer."

In the second of the judgment cited above, namely Swamy Atmananda's case, the Hon'ble Apex court referring to the above cited observation of the Larger Bench of the Supreme Court in Nedunuri Kameswaramma's case cited supra and following the same, has made the following observation:

"If the parties went to the trial knowing fully well the real issues involved and adduced evidence in such a case without establishing prejudice, it would not be open to a party to raise the question of non-framing of particular issue."

19. In fact, even in the second appeal, it was not canvassed on behalf of the appellants that there was absence of compliance with the requirements of section 16(c) of the Specific Relief Act. On the other hand, it was mainly contended that though no appeal or cross-objection against the finding regarding the genuineness and validity of Ex.A1-agreement was filed by the defendants, the lower appellate court ought to have considered the same by exercising its power under Order XLI Rule 33 of the Code of Civil Procedure and held that the suit agreement for sale and the endorsements marked as Exs.A1 and A2 to A5 respectively, were not genuine. This court is not in a position to accept the above said contention. The question of genuineness and validity of the agreement and endorsements attained finality and the only question that remained for resolution by the lower appellate court was, "whether the plaintiff (appellant before the lower appellate court) was entitled to the main relief of specific performance directing the first defendant to execute the sale deed in respect of plaint 'B' schedule property?". On facts also, this court is satisfied that necessary pleadings regarding readiness and willingness on the part of the plaintiff sufficient to meet the requirements of Section 16(c) of the Specific Relief Act had been made in the plaint and that sufficient evidence was also adduced in proof of such averment. Therefore, this court hereby holds that the first substantial question of law deserves to be answered against the appellants in the second appeal.

20. The third substantial question of law is formulated on the basis of the contention of the appellants that in Ex.A1 - agreement, time for completion was noted to be six months, but the suit came to be filed after a lapse of about 8 years and that hence the suit was hopelessly barred by limitation. It is true that Ex.A1-agreement contains a recital to the effect that the first defendant had undertaken to convey the suit property under one or more sale deed/deeds for a sale consideration at the rate of Rs.56,000/- per cent within six months from the date of agreement. The relevant portion in vernacular is extracted here under:

"இதனடியில் காணும் சொத்து வகையராவை சர்வ வில்லங்க சுத்தியாக நாளது தேதி முதல் 6 ஆறு மாதம் கெடுவிற்குள் 1லக்கமிட்டவர்க்கு செண்ட் 1க்கு ரூபாய்.56,000/- ஐம்பத்தி ஆறாயிரம் ரூபாய் வீதம் சுத்தக் காலக் கிரையமும் சுவாதீனமும் செய்து கொடுப்பதாக ஒப்புக் கொண்டு அதற்கு அட்வான்ஸாக கிரயத்துகையில் ஓர் பாகம் ரூபாய் 100000/- ஒரு லக்ஷம் மட்டும் நாளது தேதியில் 1லக்கமிட்டவரிடம் 2லக்கமிட்டவர் இதனடியில் காணும் சாகுடிகள் முன் ரொக்கமாகப் பெற்றுக்கொண்டபடியால் பாக்கி உள்ள கிரையத்துகையை ரிஜிஸ்டரார் அவர்கள் முன்ரொக்கம் பெற்றுக் கொள்வதாக கண்டு 1லக்கமிட்டவர் சிலவில் 1லக்கமிட்டவர்க்காவதும் 1லக்கமிட்டவர் சொல்லும் நபர்களுக்காவதும் 1 ஒரு கிரையமாகவோ அல்லது பலகிரையமாகவோ கிரையமும் சுவாதீனமும் செய்து கொடுக்க 2லக்கமிட்டவர் ஒப்புக் கொண்டிருக்கிறார்.

A reading of the entire recital found in the document makes it clear that time had been stipulated for enabling the first defendant to get ready for the execution of the sale deed after removing the occupants and that the same was made clear by the pleading made by the plaintiff and the evidence adduced on his behalf. The same was the reason why from time to time the time for completion of the transaction was extended, as evidenced by the endorsements Exs.A2 to A5. The last of such endorsements, namely Ex.A5, came to be made on 15.05.1998. By such an endorsement, time for performance was extended till 30.12.1999. Demand was made in person and by issuing a notice well before the expiry of the time extended as per Ex.A5 endorsement. A copy of the notice dated 12.10.1999 and the postal acknowledgment card are Exs.A6 and A7. The first defendant is said to have issued a reply to the said notice on 30.10.1999 itself and a copy of the same, acknowledgment card and the certificate issued by the postal department have been produced as Exs.B1 to B3. From the said documents, it shall be obvious that well within the time extended under Ex.A5-endorsement, the plaintiff issued a notice expressing his readiness and willingness to get the transaction completed and calling upon the first defendant to come and receive the balance amount and execute the sale deed. On the other hand, it was the first defendant, who disputed his obligation under the agreement and thereafter within the period of limitation, the plaintiff chose to file the suit for specific performance. Therefore, there shall be no question of the bar of limitation being attracted to the suit filed by the plaintiff, as it was well within the period of limitation

prescribed under Article 54 of the Limitation Act, 1963. Therefore, the third substantial question of law is also answered accordingly against the appellant and in favour of the respondents in the second appeal.

21. In view of the foregoing discussions, this court comes to the conclusion that there is no merit in the second appeal and the same deserves dismissal.

In the result, the second appeal is dismissed with cost. Consequently, all the connected miscellaneous petitions are closed.

s/d-
Assistant Registrar

True Copy

Sub-Assistant Registrar

asr/-

To

- 1.The Principle District Judge, Coimbatore
- 2.The II Additional Sub Court Coimbatore

+ 1 cc to Mr.T.P.Manoharan, Advocate SR 9953

rsi(co)
prk10/4

Judgment
in S.A.No.628 of 2008

सत्यमेव जयते

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