IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20-11-2015

(Orders reserved on 09.09.2015)

CORAM:

THE HONOURABLE MR.JUSTICE G.CHOCKALINGAM

Application No.8013 of 2014 in C.S.No.231 of 2004

M/s.Thanthi Trust,
(Owners of the Daily Thanthi Tamil News Daily),
Rep. by its Managing Trustee,
No.45, EVK Sampath Salai,
Chennai-600 007. .. Applicant/First defendant

Vs.

1. M/s.Apex Agencies,
   Potti Patti Plaza,
   No.35, Nungambakkam High Road,
   Nungambakkam, Chennai-600 034,
   Represented by its Partner

2. Smt.P.Gnanamba (deceased)
   W/o Shri.P.Obul Reddy

3. P.Obul Reddy

4. P.Vijaya Kumar Reddy

5. P.Dwarakanath Reddy

6. K.Meenakshi Reddy

7. E.Vijayalakshmi Reddy

8. E.Rohini Reddy

(plaintiffs 3 to 8 brought on record
as LRs of the deceased 2nd plaintiff
as per the or der dated 14.09.2009
in A.No.4664 of 2009)

.. .. Respondents/plaintiffs

(Chennai Murasu Pvt. Ltd., the second defendant is not a necessary party to the application)

Application is filed and the Judge's Summons issued under Order 14 Rule 8 of the Madras High Court Original Side Rules, read with Order 7 Rule 11(a) and (d) and Section 151 CPC, to reject the plaint in C.S.No.231 of 2004 and dismiss the suit.

Civil Suit No.231 of 2004 is numbered and the plaint is filed under Order 4 Rule 1 of the Madras High Court Original Side Rules, read with Order 7 Rule 1 CPC, praying to pass a judgment and decree against the defendants:

(a) for a sum of Rs.2,44,91,565/- being the rental arrears due by the defendants as per the order of the learned Rent Controller from 28.04.1995 till January 2004, together with interest at the rate of 18% per annum from the date of the plaint till the date of realisation, and

(b) for costs of the suit.

For applicant : Mr.V.Shanmugham

For respondents : Mr.C.Manishankar

<u>ORDER</u>

The applicant is the first defendant in the suit which is filed for recovery of a sum of Rs.2,44,91,565/- being the rental arrears due from the defendants as per the order of the learned Rent Controller from 28.04.1995 till January 2004, together with interest at the rate of 18% per annum from the date of the plaint till the date of realisation, and for costs of the suit. This application is filed by the applicant/D1 for rejection of the plaint in

C.S.No.231 of 2004, stating that the claim in the suit is based on the order of the learned Rent Controller, Chennai, dated 04.11.1997 in R.C.O.P.No.1468 of 1995, in which, a sum of Rs.2,33,253/- per month was fixed as fair rent for the premises under the occupation of the first defendant, which was confirmed in appeal in the order of the appellate authority, dated 20.12.2002 in R.C.A.No.242 of 1999. The applicant/D1 is a public charitable Trust, represented by its Managing Trustee. No document is annexed to the plaint to show that the applicant/D1 is liable to pay the alleged arrears of rent as claimed in the plaint. The plaint does not disclose the cause of action to claim the alleged arrears of rent as fixed under the Tamil Nadu Buildings (Lease and Rent Control) Act and on the allegations made in the plaint, the suit appears to be barred by law, that under Article 52 of the Schedule to the Limitation Act, the period of limitation prescribed for a suit for arrears of rent is three years when the arrears of rent become due. In this case, the order was passed by the learned Rent Controller on 04.11.1997, based on which, the suit is filed, and the fair rent fixed under the RCOP will come into effect from 28.04.1995, being the date of filing of the RCOP. Under Section 9 of the Limitation Act, the time mentioned in RCOP will continue to run. The suit ought to have been filed within three years from the date of the order passed in RCOP, i.e. 04.11.1997, but the suit has been filed only in March 2004. Under Section 3 of the Limitation

Act, every suit instituted after the prescribed period, shall be dismissed although limitation has not been set up as a defence. Hence, the plaint has to be rejected.

2. The respondents 1 and 4 to 8/plaintiffs 1 and 4 to 8 have filed counter affidavit stating that the allegations made in the affidavit filed in support of the application to reject the plaint, are made for dragging on the proceedings, delay and protract the proceedings with ulterior motive and mala-fide intention, on mere conjectures and surmises, and the said application is filed almost after ten years, that too when the plaintiffs' witnesses are in the witness box for chief examination, that the plaint discloses the cause of action and the cause of action is the fixation of fair rent by the learned Rent Controller, which has become final in the appeal, that the suit is filed within three years after the order dated 20.12.2002 passed by the appellate authority, whereby the arrears of rent became due, that the suit is maintainable within the jurisdiction of this Court, that it is not the case of the applicant/D1 that they have no connection with the 'The Daily Thanthi' nor that the applicant/D1 is not managing or controlling M/s.Daily Thanthi, that the business of M/s.Daily Thanthi is owned by the applicant/D1 with all its assets and liabilities, that it is not correct to state that the applicant/D1 is not a party in the proceedings of fair rent and eviction proceedings and no cause of action is made against them and they

have been defending the fair rent proceedings as Daily Thanthi and / or as Thanthi Trust as owners of Daily Thanthi (tamil newspaper) as they have been mentioned in the present suit in the cause title also, the applicant/D1 has not approached this Court with clean hands, that when the appellate Court has not suspended the operation of the order made in the RCOP, under Section 9 of the Limitation Act, the time mentioned in the RCOP will continue to run, that the right to sue accrues only when the fair rent is ascertained by the order of the appellate authority, dated 20.12.2002, that the suit is well within the period of limitation from then, that the limitation as per Section 9 of the Limitation Act will start to run only from the date of the judgment rendered in the appeal and hence, the suit is not barred by limitation, that the ground of limitation can be invoked only in exceptional cases where detailed scrutiny of evidence is required, and they prayed for dismissal of the application.

3. The applicant/D1 has filed reply affidavit to the above counter affidavit, stating that after several adjournments, the plaintiffs never brought any witness to the Court for continuation of the chief examination, that the allegation of the plaintiffs in the above counter affidavit that the application is filed based on conjectures and surmises, is vague, that there is no intention to protract the proceedings, that if the infirmities mentioned in Order 7 Rule 11(a) and (d) CPC are present, then the Court may reject the

plaint at any stage of the suit, that no document is annexed to the plaint to show that the applicant/D1 is liable to pay the alleged arrears of rent claimed in the plaint, that the orders of the Rent Control authorities clearly show that they are not against the applicant/D1 in the suit, which is a public charitable Trust represented by its Managing Trustee, the orders which are annexed in the plaint do not refer to the fact that the business of M/s.Dhina Thanthi or Daily Thanthi is owned by the applicant/D1 in the suit, that the first defendant has been defending the fair rent proceedings as "Daily Thanthi and/or as Thanthi Trust as the owners of Daily Thanthi, that the time mentioned in the RCOP order will continue to run under Section 9 of the Limitation Act, unless there is any order made by the appellate authority suspending the order made in the RCOP and that the plaint may be rejected.

4. Learned counsel for the applicant/D1 contended that the applicant/D1 is a separate Trust/legal entity and Daily Thanthi (newspaper) is not a juristic person and hence, any order passed by the Rent Controller or the Rent Control Appellate Authority will not bind on D1, and therefore, D1 is not liable to pay any amount on the basis of the order passed against Daily Thanthi, that the Rent Control proceedings initiated by the plaintiffs against the Daily Thanthi is barred by law as Daily Thanthi is not a juristic person, that the claim of the plaintiffs is barred by limitation as the suit filed

in March 2004, for recovery of rental arrears is not within three years from the date of the order of the learned Rent Controller, dated 04.11.1997, and that the suit is not maintainable and hence, the plaint has to be rejected.

5. Learned counsel for the respondents/plaintiffs contended that the Daily Thanthi Tamil newspaper is wholly owned by the applicant/D1 - M/s.Thanthi Trust, and hence, the applicant/D1 is liable to pay the amount claimed in the suit, that the Daily Thanthi preferred appeal/RCA against the order passed by the learned Rent Controller and the order of the learned Rent Controller became final only after the dismissal of the appeal by the Rent Control Appellate Authority, and hence, the suit has to be filed for recovery of rental arrears only after the order passed in the RCA, in which the fixation of fair rent became final, and therefore, the suit is not barred by limitation and the same is filed in time, more so, when the period of limitation of three years has to be calculated from the date of the order passed in the RCA, the name of D1 is only a trade name and as per the provisions of the Tamil Nadu Buildings (Lease and Rent Control) Act, D1 is a tenant and hence, they are liable to pay the rent, and therefore, the suit is maintainable, that considering the earlier admissions made by the applicant/Thanthi Trust in the affidavits filed before this Court in the earlier applications, the present application for rejection of the plaint, is not maintainable, and hence, it has to be dismissed.

6. Heard both sides and perused the materials available on record.

7. Firstly, it is useful to refer the meaning of "tenant" under Section 2(8) of the Tamil Nadu Buildings (Lease and Rent Control) Act, which reads as follows:

> "Section 2: Definitions: In this Act, unless the context otherwise requires-- ...
>
> ....
>
> (8) "tenant" means any person by whom or on whose account rent is payable for a building and includes the surviving spouse, or any son, or daughter, or the legal representative of a deceased tenant who--
>
> (i) in the case of a residential building, had been living with the tenant in the building as a member of the tenant's family up to the death of the tenant, and
>
> (ii) in the case of a non-residential building, had been in continuous association with the tenant for the purpose of carrying on the business of the tenant up to the death of the tenant and continues to carry on such business thereafter; and
>
> a person continuing in possession after the termination of the tenancy in his favour, but does not include a person placed in occupation of a building by its tenant or a person to whom the collection of rents or fees in a public market, cart stand or slaughterhouse or of rents for shops has been formed out or leased by a Municipal Council or a Panchayat Union Council or the Municipal Corporation of Madras or the Municipal Corporation of Madurai."

8. From the above definition, it is clear that the applicant/D1 was a tenant under the plaintiffs at the relevant point of time and therefore, they are coming within the meaning of "tenant" as defined under Section 2(8) of the Tamil Nadu Buildings (Lease and Rent Control) Act.

9. It is seen that the applicant/D1 earlier filed A.Nos.2731 of 2013 and 2732 of 2013, respectively for condoning the delay of 2435 days in re-presenting the written statement of D1 along with A.Dr.No.26164 of 2006 filed in C.S.No.231 of 2004 and to set aside the ex-parte order dated 25.03.2013 passed against D1 in C.S.No.231 of 2004, which were allowed on 27.08.2013. Subsequently, the applicant/D1 filed application in A.No.4167 of 2013 to condone the delay of 855 days in filing the written statement, which was allowed on 23.09.2013 on payment of costs of Rs.1,500/- to the learned counsel for the respondent on or before 27.09.2013, which was duly paid and recorded by this Court on 30.09.2013. All the above three applications were sworn to by Mr.R.Chandrasekaran, General Manager (Admn) of the Daily Thanthi. Paragraphs 1 to 5 of the affidavits filed in support of those three applications, read as follows:

> "1. I am the General Manager of the Applicant and am well conversant with the facts and circumstances of the case.
>
> 2. I submit that the Respondents/plaintiffs have filed the above suit for recovery of a sum of Rs.2,44,91,565/-. The said sum purportedly represents the difference between the contractual rent and fair rent as fixed by this Hon'ble Court. It may be relevantly mentioned that the plaintiffs have taken possession of the property that was originally leased out to the Applicant.
>
> 3. I submit that the Applicant had ceased to occupy the property of the plaintiffs several years prior to the filing of the Rent Control Petition for fixation of fair rent. The property had been under the occupation of the 2nd defendant and as the

person in enjoyment of the property, the 2nd Defendant was alone entitled to pay the rent in respect of the premises. However, the petitioners had initiated action for fair rent only as against the Applicant, despite knowledge of the occupation of the premises by the 2nd defendant.

4. I submit that the Applicant's written statement was duly prepared and filed on 15.09.2006 after serving a copy on the Counsel for the plaintiffs. Together with the written statement, an application to condone delay in filing the written statement was also presented before this Hon'ble Court in D.No.26164 of 2006. The reason as mentioned therein was the internal issues that the applicant was facing within its organisation. I crave leave of this Hon'ble Court to treat the averments as part and parcel of this affidavit. However, the said application along with the written statement was returned for want of certain compliance.

5. I further submit that in the meanwhile, this applicant filed an application under Order No.VIII-A of CPC seeking contribution to the suit claim from the 2nd defendant. The 2nd defendant was also sought to be impleaded as a party to the proceedings. I humbly submit that our defence to the suit claim is directly dependent on the role and participation of the 2nd defendant, who is certainly liable to contribute to the suit claim. I submit that the said application as contested by both the plaintiffs and the 2nd defendant, but was ultimately allowed by this Hon'ble Court after serious contest. Thereafter, amendment was carried out and the 2nd defendant was made party to the proceedings.

(In paragraph 5 of A.No.4167 of 2013, it is stated lastly as, ".... To my recollection, I have not been served with a copy of the amended plaint.")

10. From the above quoted averments in the affidavits filed by the said Mr.R.Chandrasekaran, the General Manager (Administration) of the Daily Thanthi, it is clear that the Daily Thanthi is wholly owned by the

applicant/D1 Thanthi Trust, and the administration of the first defendant-Thanthi Trust, vested with the General Manager (Administration). Hence, even though the Daily Thanthi is a non-juristic person, its trade name is wholly owned by the first defendant-Thanthi Trust, which is being administered by the Daily Thanthi and the affidavits are being sworn to by the General Manager (Administration) of the Daily Thanthi. The first defendant/Thanthi Trust is the owner of the Daily Thanthi newspaper and hence, it is inferred that the first defendant/Thanthi Trust and the Daily Thanthi newspaper are one and the same organisation. Therefore, it has to be held that the applicant/D1 is liable to pay the arrears of rent due to the landlords (plaintiffs).

11. Furthermore, the issue as to whether a person is a legal person or not, is answered by this Court in the decision reported in 1982 T.L.N.J. 11 (Govindaswamy & Co. Vs. Basheer by P.A), wherein this Court held as follows:

> "... ...
>
> In this case, the objection as regards the maintainability of the application for eviction on the ground that the first petitioner and the third petitioner are not legal persons was not raised in this form in the course of the proceedings before the authorities below. But even so, since the objection relates to the very maintainability of the proceedings, it has to be considered. The avowed object of the Act (Tamil Nadu Buildings (Lease and Rent Control) Act) is to amend and consolidate the law relating to the regulation of the letting of residential and non-residential buildings and the control of

rents of such buildings and prevention of unreasonable eviction of tenants. It is in the context of this object, the provisions of the Act have to be looked into. One of the fundamental requirements before resort to the provisions of the Act can be had is the subsistence of the relationship of landlord and tenant between the parties. It is on account of this that it became necessary to define the expressions "landlord" and "tenant" for purposes of the Act. Section 2(8) while defining who a tenant is for purposes of the Act, does not in any manner advert to the personality of the tenant. The user of the generic expression "person" while defining the word "tenant" is indicative that it is intended to take in all clauses of persons, irrespective of whether they are legal persons or not. In the absence of any definition of the word "person" in the Act, the ordinary meaning and not the restricted meaning of legal person should be given. In the absence of any definition of the word "person" in the Act, the meaning of that expression has also to be ascertained by the definition of that expression given in Sections 3(22) of the Tamil Nadu General Clauses Act as including any company or association of individuals, whether incorporated or not. So construed, the expression "person" in Section 2(8) of the Act would include individual, company or association of individuals, whether incorporated or not. There is no provision in the Act which compels the giving of a restricted meaning to the expression "person" in Section 2(8) of the Act. If the contention urged by the learned counsel for the petitioners is accepted, then it may lead to startling results. There may be tenants in occupation of premises, who are not persons in the eye of law and even if such tenants render themselves liable to be evicted under one or more of the provisions of the Act, then no proceeding at all can be taken, though the relationship of landlord and tenant might still subsist. A consideration of the provisions of the Act does not establish that is the intention of the Act while it purports to regulate the relationship of landlord and tenant in the letting of residential and non-residential buildings and control of rents. .. ...."

12. It is admitted on the side of the applicant/D1 that D1 is the owner

of "Daily Thanthi". Therefore, in view of the above decision of this Court, the contention of the learned counsel for the applicant/D1 that Daily Thanthi is a non-juristic person, and hence any order passed against Daily Thanthi is not binding on D1-Thanthi Trust, is rejected.

13. On the facts and circumstances of the case, this Court is of the considered view that even though Daily Thanthi is a non-juristic person, the first defendant-Thanthi Trust is the owner of Daily Thanthi and hence, the applicant/D1-Thanthi Trust is liable to pay the amount of arrears of rent as mentioned in the plaint.

14. In this case, Daily Thanthi preferred appeal in R.C.A.No.242 of 1999 before the Rent Control Appellate Authority against the order of the learned Rent Controller fixing the fair rent and after hearing both sides, the appellate authority confirmed the order of the learned Rent Controller by observing as follows in paragraph 17:

> "17. In the above circumstances, the judgment and decree of the Learned Rent Controller are confirmed and accordingly the fair rent is fixed at Rs.2,33,253/- (Rupees two lakhs thirty three thousand and two hundred fifty three only) per month, payable from the date of RCOP i.e. 28.04.1995. Thus the appeal is dismissed. No costs."

15. Thus, the Rent Control Appellate Authority fixed the fair rent by

confirming the order dated 04.11.1997 passed by the learned Rent Controller. The order of the appellate authority is dated 20.12.2002. Hence, the order of the learned Rent Controller has become final only on 20.12.2002. The suit is filed in March 2004, which is within time, i.e. within three years from the date of the judgment of the appellate authority.

16. Learned counsel for the respondents/plaintiffs relied on a decision of a Division Bench of this Court reported in 1996 (2) LW 849 (Visalakshi Ammal.J. Vs. T.B.Sathyanarayana), wherein, it was held that the order fixing the fair rent would become final when the appeal or revision is disposed of. The relevant portion of the said order of the Division Bench reads as follows:

> "8. ... ... The fair rent is fixed because the agreed rent is too low. The Act prescribes the procedure and the norms for fixation of fair rent. It that be so, once the fair rent is fixed and the order fixing the fair rent becomes final, the different of the amount between the fair rent and the agreed rent becomes due at least from the date the order fixing the fair rent becomes final. ....
>
> ....
>
> 10. In the instant case, the order fixing the fair rent became final when the Revision was dismissed. .. ..
>
> ....
>
> 11. ... ... We are firmly of the view that the difference of the amount between the fair rent fixed and the agreed rent is the arrears of rent for the building, and it becomes payable when the order fixing the fair rent becomes final ..... "

17. Learned counsel for the respondents/plaintiffs also relied on a decision of a Patna High Court reported in 2011 SCC Online Patna 176 (Bihar State Electricity Board Vs. Ram Ayodhya Singh), wherein it was held that the right to sue accrued on the date of rejection of the revisional application filed by the defendants therein and when no action was taken by them challenging the revisional order and the suit filed by the plaintiff therein was held to be not barred by limitation. The relevant portion of the said order of the Patna High Court reads as follows:

> "12. The learned counsel for the appellants next submitted that the suit is barred by law of limitation. So far this submission is concerned also, I find no force because there was litigation between the parties since 1986 to 1999 about the amount of rent which was finalized only after passing the order by the Commissioner in Revisional jurisdiction which became final in the year 1999 and, therefore, the right to sue accrued on the date of rejection of the Revisional application filed by the defendants-appellants and, therefore, when no action was taken by them challenging the Revisional order, the plaintiff has filed the present suit in the year 2000. Therefore, it cannot be said that the suit is barred by law of limitation.
>
> 13. The learned counsel for the appellants submitted that it is a simplicitor Money Suit and, therefore, the amount three years prior to institution of the suit could not have been directed to be paid. As stated above, the period of limitation was under suspension during the litigation between the parties from 1986 to 1999. I, therefore, find that the suit is not barred by law of limitation."

18. The above two decisions reported in 1996 (2) LW 849 (cited

supra) and 2001 SCC Online Patna 176 (cited supra) are squarely applicable to the facts of the present case. Hence, the applicant/D1 is liable to pay the rent for the tenancy period in question, even though the question of fair rent was under litigation between the landlord and tenant and subsequent to the dismissal of the RCA filed against the fixation of fair rent in the RCOP, the order fixing fair rent has become final, and there is no stay of the execution of the order fixing the fair rent. Therefore, the argument of the applicant/D1 that the suit is barred by limitation, is not sustainable. Hence, it has to be held that the suit filed by the plaintiffs (landlords) for collecting the arrears of fair rent after crediting the rent already paid, is filed within three years from the date of the order passed by the appellate authority, by which, the fixation of fair rent has become final.

19. Learned counsel for the respondents/plaintiffs also relied on the decision of a Division Bench of this Court reported in 1993 (1) LW 667 (State of Tami Nadu etc. Vs. M.Kazim Khaleedi and others) and a decision of this Court reported in 2005 (3) LW 63 (N.Chandramohan Vs. K.Ram Mohan) and in both these decisions, this Court discussed the aspect of limitation in filing the suit, and both these decisions are not applicable to the facts of the present case.

20. Learned counsel for the applicant/D1 relied on the following decisions for the proposition indicated :

(i) <u>Order 7 Rule 11 CPC - application can be filed at any stage</u>:

(a) 1998 (2) SCC 70 (I.T.C.Limited Vs. Debts Recovery Appellate Tribunal) and

(b) 2003 (1) SCC 557 (Salem Bhai Vs. State of Maharashtra)

(ii) <u>for cause of action</u>:

(a) 2004 (9) SCC 512 (Liverpool & London S.P. & I. Assn. Ltd. Vs. M.V.Sea Success-I);

(b) 2005 (7) SCC 510 (Popat and Kotecha Property Vs. State Bank of India Staff. Assn);

(c) 2012 (8) SCC 706 (Church of Christ Charitable Trust & Educational Charitable Society Vs. Ponniamman Educational Trust);

(d) 2007 (10) SCC 429 (Y.A.Ajit Vs. Sofana Ajit);

(e) 2004 (8) SCC 100 (Y.Abraham Ajith Vs.Inspector of Police);

(f) 1996 (3) SCC 443 (South East Asia Shipping Co. Ltd. Vs. Nav Bharat Enterprises Pvt. Ltd);

(g) 1989 (2) SCC 163 (A.B.C.Laminart Pvt. Ltd. Vs. A.P.Agencies);

(h) 2001 (2) SCC 294 (Rajasthan High Court Advocates' Assn. Vs. Union of India);

(iii) <u>juristic person/non-juristic person/legal person:</u>

(a) AIR 2000 SC 1421 (Shiromani Gurudwara Prabandhak Committee Vs. S.N.Dass);

(b) 2003 (6) SCC 423 (ARM Group Enterprises Ltd. Vs. Waldorf Restaurant);

(c) 1976 (4) SCC 265 (State of Kerala Vs. G.M., Southern Railway)

(d) 2011 (5) LW 838 (Division Bench of Madras High Court)
(Uttar Pradesh Cricket Association Vs.
The Board for Control of Cricket in India and another);

(e) 2003 (3) SCC 472 (Chief Conservator of Forests Vs. Collector)
and

(f) 1981 (1) SCC 449 (Som Prakash Rekhi Vs. Union of India).

(iv) Order 7 Rule 11 CPC - Barred by limitation:

(a) 2007 (5) SCC 614 (Hardesh Ores (P) Ltd. Vs.
Hede and Company) and

(b) 2006 (5) SCC 658 (Balasaria Construction (P) Ltd. Vs.
Hanuman Seva Trust).

(v) Limitation:

2005 (3) LW 63 (Madras High Court)
(N.Chandramohan Vs. K.Ram Mohan) and

(vi) Finality of the order :

2011 (4) LW 455 (Madras High Court)
(Giridharilal Chandak and Bros (HUF) and another Vs.
S.Mehdi Ispahanai and others).

(vi) Equity and law:

2007 (2) SCC 230 (Raghunath Rai Bareja Vs. Punjab National Bank)

21. As the facts in the above decisions are totally different and distinguishable from the facts of the present case, the same are not discussed.

22. From the facts and circumstances of this case and from the above two decisions reported in 1996 (2) LW 849 (cited supra) and 2001 SCC Online Patna 176 (cited supra), it has to be held that the suit is not barred by limitation, as the suit is filed by the plaintiffs within three years from the date of the order passed by the appellate authority, confirming the fixation of fair rent by the learned Rent Controller. The cause of action for filing the suit has arisen on account of fixation of fair rent by the Rent Control authorities.

23. For the reasons stated above, this application for rejection of plaint, is liable to be dismissed. Accordingly, the same is dismissed. No costs.

20-11-2015

Index: Yes
Internet: Yes
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G.CHOCKALINGAM,J

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Order

in

Application No.8013 of 2014

in

C.S.No.231 of 2004

20-11-2015