

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 14.09.2017

Coram

THE HON'BLE MR.JUSTICE RAJIV SHAKDER
&
THE HON'BLE MR.JUSTICE ABDUL QUDDHOSE

O.S.A.No.230 of 2017
and C.M.P.No.15625 of 2017

M/s.Bharat Petroleum Corporation Ltd.,
By its Territory Manager (Retail), Chennai
Registered Office at Bharat Bhavan
No.4 & 5, Currimbhoy Road, Ballard Estate
P.B.No.688, Mumbai 400 001
Registrar Office
No.35, Vaidyanathan Street
Post Box No.1152, Tondiarpet
Chennai - 600 081. ... Appellant

Vs.

1.The Doveton - Corrlle Protestant
Schools Association (*) now known as
Doveton Protestant Schools Association
Rep. By its President Mr.H.E.Wilkins
Nos.1-12A, Riotherdon Road,
Vepery, Chennai 600 007
(*) amended as per order dated 15.03.13
passed in A.753/13

2.M/s.Prasad Agencies
Office at No.3, Riotherdon Road
Vepery, Chennai 600 007. ... Respondents

Original Side Appeal filed under order XXXVI Rule 1 of
O.S.Rules read with clause 15 of letters patent, against the
judgment and decree dated 16.11.2016 passed in C.S.No.916 of
2008.

For Appellant : Mr.O.R.Santhanakrishnan
For Respondents : Mr.Siddharth Bahety for R1

JUDGMENT

(Judgment of the Court was made by RAJIV SHAKDER, J)

1. Issue notice. Mr.Siddharth Bahety, accepts notice on
behalf of respondent No.1/plaintiff.

2. Counsel for respondent No.1/plaintiff (hereafter referred to as "Association") says that he does not wish to file a counter affidavit and will argue the matter on the basis of the record.

3. With the consent of counsel for the parties, this appeal is taken up for final hearing and disposal.

4. Mr.O.R.Santhanakrishnan, who appears for the appellant/defendant has been heard. Learned counsel has made exhaustive submissions. We asked Mr.O.R.Santhanakrishnan, specifically, as to whether he would like to advance any further arguments in the matter. Learned counsel, candidly, submitted that he had advanced all submissions that were to be made in support of the appeal.

5. To be noted, one, singular defence was taken by the appellant/defendant before the learned Single Judge, which was that, the suit had been instituted on behalf of the Association by its President, and hence, was not maintainable.

5.1. This plea has been repeated before us and therefore, forms the sole basis, on which the judgement and decree of the learned Single Judge is assailed by way of the instant appeal. The reason articulated, in laying a challenge to the authority of the President of the Association is rooted in bye laws of the Association.

5.2. It is contended that under the bye laws, the President does not have the authority to institute the suit, the authority in that behalf, lies only with the Secretary. Reliance, in this regard, is placed on bye law No.19.

6. On the other hand, the Association has relied upon bye law Nos.10(a) and 11 to contend to the contrary. Learned single Judge in the impugned judgment has, in paragraph Nos.12 to 23 of the impugned judgment, set forth his reasons as to why the suit, according him, has been validly instituted. In order to appreciate the rationale and reasoning of the learned Single Judge, the relevant paragraphs are extracted hereafter:

"12. We have to necessarily turn to Ex.D1 which is the Memorandum of Association and Bye laws of the Plaintiff's Society. Attention was drawn to Rule 19 of the bye laws which reads as follows:

"The Association may sue and be sued in the name of the Secretary ".

It was argued that as per Rule 19, the Society may sue and be sued in the name of 'The Secretary' and therefore, the suit filed by the President has

rendered the suit bad in law and entails dismissal. In answer to this, the learned counsel for the plaintiff drew the attention of the Court to bye laws 10 and 11 which read as follows:

"10. Except during the summer vacation of Schools the Association shall meet in committee atleast once in every calendar month, and more often if summoned by the Secretary under the directions of the President to decide subject to these Bye Laws, all questions which may arise in the administration of the Association or the management of the Schools".

11. The Association at a Governor's meeting shall have power to make Rules for the management of the Schools and standing order for the conduct of the Association's business provided that all such Rules and standing order are consistent with these Bye Laws and the Memorandum of Association."

13. Relying on Rules 10 and 11 of the bye laws, learned counsel for the plaintiff would contend that Ex.P1 resolution (authorising the President to file the suit on behalf of the Plaintiff's Society) was passed in accordance with bye laws 10 and 11 and therefore, there is no infirmity in the suit as filed. Ex.P1 is an extract of minutes book of the meeting of the Board of Governors of the Plaintiff's Society held on 28.08.2008.

Ex.P1 reads as follows:

" Extract from the Minutes Book of the Meeting of the Board of Governors of Doveton-Corrie Protesant Schools Association, held on 28.08.2008, at 6.30p.m. In the Flag Office.

RESOLVED that the President Mr.H.E.Wilkins is authorized to take necessary legal proceedings and to file a suit against M/s. Bharath Petroleum Corporation Ltd., for the recovery of our land, arrears of Rent, arrears of damages etc.,"

14. Attention of Court was drawn to Clause 10 of the Memorandum of Association also and the same reads as follows:

"10. To institute conduct, defend, compound or abandon any legal proceedings by or against the Association or its members or otherwise concerning the affairs of the Association and also to compound and allow time for payment or satisfaction of any debts due to and of any claims or demands by or against the Association."

Defendants would contend that Rules 10 and 11 of the bye Las (sic - Laws) pertain to certain subjects and subsequent circumstances and that does not apply to

the facts of the instant case. It was also argued that Rules 10 and 11 are subject to Rule 19 or in other words Rule 19 controls Rules 10 and 11. Two (sic - To) support his contention learned counsel for the first (sic - first) defendant relied on three judgments. They are as follows:

(i) Uttar Pradesh Cricket Association, Uttar Pradesh vs. The Uttar Pradesh Cricket Association, Lucknow, Uttar Pradesh reported in (2007 (2) L.W.1079)

(ii) Society of the Sisters of the Belssed (sic - Blessed) Virgin Mary vs. Madras -e- Bakiyanthus Salihath reported in 1989(4) CTCOL 1

(iii) M.Sudakar vs. The District Registrar (Societies) Virudhunagar District reported in 2009 (5) CTC 124

15. In Uttar Pradesh Cricket Association's case reported in (2007 (2) L.W.1079), it has been held thus:

Any authorisation by a Resolution of the Annual General Meeting or Extraordinary General Meeting can be used only in the absence of a specific provision in the Bye-laws or if the Bye-laws themselves provide for the Annual General Meeting or Extraordinary General Meeting to grant such authorisation. The Annual General Meeting or Extraordinary General Meeting cannot pass a Resolution contrary to the Bye-laws. This position is also made clear by the Supreme Court in the very same judgment in paragraph-31, which has been extracted in paragraph-10 above. In the said paragraph-31, the Supreme Court made it clear that a Society "is to be sued in the name of the President, Chairman or Principal Secretary or Trustees as shall be determined by the Rules and Regulations of the Society or in the name of such person as shall be appointed by the Governing Body for the occasion in default of such determination". Therefore, in the first instance, a Society can sue only in the name of a person as appointed by the Bye-laws. In the absence of any such appointment under the Bye-laws, it can sue in the name of a person appointed by the Governing Body. In the present case, the Bye-law No. 34 specifically authorises the plaintiff-Society to sue through the Honorary Secretary. Hence, it cannot institute a suit through the Honorary Treasurer on the basis of a Resolution of the Extraordinary General Body.

16. In Society of the Sisters case (1989(4) CTCOL 1) it has been held in paragraphs 7,8,9 as:

7. As regards substantial question of law No.1 it is seen from the plaint allegations that the defendant is a registered Society registered under the Tamil Nadu Societies Registration Act 1975. Under S.20 of the said Act, the committee or any officer of the registered society authorised in this behalf by its by-laws may be sued in respect of a legal proceeding touching or concerning any property, right or claim of the registered society. The by-laws produced in the instant case does not authorise Superior Sister Augustine to sue or to be sued on behalf of the Society. It is not in dispute that as per the provision of the said Act, the property of the defendant-society shall vest in the committee. The learned counsel for the appellant relied on the decision of this court in Chainraj Ramchand v. V.S. Narayanaswamy, wherein it was held: "S. 19(2) of the Partnership Act makes it clear that unless there is an express authority given to a partner by all the partners, that partner cannot compromise or relinquish any claim by the firm. An authority express or implied on the part of a partner to compromise suit claim cannot be assumed merely because (sic - because) he had been conducting the suit filed by the firm or had been claiming the suit amount from defendants even before filing of suit. Hold (sic - held) on the facts and circumstances of the case (sic - case) that the petition filed by defendants under O. 23, R. 3, Civil P.C. is liable to be dismissed."

That was a case which arose under the partnership Act. But, the ratio laid down in the above decision is equally applicable to the facts of the case of an agent on behalf of a society.

8. In the instant case, it is the contention of the appellant that since summons were received by Superior Sister Augustine, she entered appearance through Counsel. But from the mere fact that she appeared in the case, it cannot be said that she is empowered to defend the Society under the By-laws of the Society or the Act. Prima facie, the said contention has to be accepted. No doubt, in the instant case, written statement was not filed and it is the contention of the respondent that the very same Superior Sister Augustine filed rent control proceedings and that it is a matter to be ultimately decided in the suit on evidence. But prima facie, on

the materials now available before this court, it has to be held that the suit as framed against the defendant-Society represented by Superior Sister Augustine is not maintainable in view of S. 20 of the Tamil Nadu Societies Registration Act, 1975.

9. As regards the question whether Superior Sister Augustine has any power or authority to enter into compromise, it is to be noted that as per S. 18 of the Tamil Nadu Societies Registration Act, all the properties, movable or immovable, belonging to a registered society, shall vest in the committee; and any such property may in any legal proceedings, be referred to as the property of the committee. Thus, it is clear that the property, subject matter of the suit, is one which is vested with the committee, and not with an individual, as rightly contended by the learned counsel for the appellant, 'Committee' is defined under S. 2(a) of the said Act which means the governing body of a registered society to whom the management of its affairs is entrusted. As already found, under S. 20 it is only the Committee or any officer of the registered society authorised in this behalf by its by-laws may sue or be sued in respect of any property, right or claim. On a perusal of the by-laws produced it is seen that Superior Sister Augustine has not been em-powered to represent the defendant-Society. But, on the other hand, as per by-law VI, the governing body shall consist of not less than five and not more than ten members inclusive of the President and Vice President for the time being. Under by-law VII, it is only the governing body which shall have the entire control and management of the business and affairs of the Society, the administration of all properties, movable and immovable, all its institutions and assets and shall have all such powers of the Society and do all such things generally to carry out the objects of the Society as are by the act not required to be exercised or done by the Society in general meeting. Under by-Law XVI, all the properties of the Society, movable and immovable and all assets shall vest in the governing body and all documents affecting or relating to such property shall stand in the name of the society. Under by-Law XVII, all writings, deeds and documents which are to be executed for and on behalf of the society shall be executed for and on behalf of the Society by the President or such member of the governing body who may have been authorised in writing to do by the President or Vice-President or

by a meeting of the governing body. Major Superior is the President. In view of Ss. 18 and 20 of the Tamil Nadu Societies Registration Act, 1975, read with the By-laws of the Society, Sister Augustine has no authority to enter into the compromise in respect of the property of the society. Though such contention was raised before the court below. It was not considered with reference to the provisions of the Societies Registration Act or the By-laws. The mere fact that she represented the Society in other proceedings would not mean that she is clothed with the authority to enter into such compromise unless she is empowered to do so by virtue (sic - virtue) of the provisions of the Act and the By-laws of the Society framed thereunder. The mere fact that Superior Sister Augustine represented the society would not also clothe her with the extraordinary power to enter into compromise in view of the ratio in the decision reported in Chainraj Ramchand v. V.S Narayanaswamy¹, already quoted. When once it is found that she is not competent to enter into the compromise, it cannot be circumvented by observing that it is the duty of the sister to obtain necessary sanction or authority from the Counsel. The Appellant-Society is not bound by the compromise if it is held that Superior Sister Augustine was not empowered to enter into compromise. When once it is held that the compromise was not entered into by a competent authority, it cannot be said that the compromise is lawful and binding on the appellant-Society. Thus, substantial questions 1 and 2 are answered only in favour of the appellant.

17. Relying on the above judgments and drawing my attention to Section 20 of the Tamil Nadu Societies Registration Act, 1975 as well as Rule 6 (h) of Rules thereunder, learned counsel would contend that the bye laws cannot run contrary to the Statute and that the suit filed by the plaintiff as framed is bad and liable for dismissal. Though this submission appears impressive on first blush, on a closure (sic-closer) scrutiny, it only stands to be rejected. The very judgment cited by the learned counsel for the first defendant i.e., Uttarpradesh Cricket Association's case (2007(2) L.W.1079) itself contains the answer.

18. Rigour of the Sports Act as found in the extracted paragraph 9 of the cited judgment would not apply in the instant case. Rules 10 and 11 of the Bye Laws provide adequate elbow space and the

same is permissible under the Tamil Nadu Societies Registration Act. Section 20 of Tamil Nadu Societies Registration Act says, 'committee or any affilux' (inability to supply emphasis) 'committee is defined in Section 2(a). Rule 6(h) has to read in harmony with Sections 20 and 2(a). Therefore elbow space provided by Rules 10 and 11 of the Bye Laws is contrary to the Statute. 19. In Society of the Sisters' case, it was a case where sister did not have any authority whatsoever to enter into a compromise whereas in Venkataramana Bhatta's case, it was a case where the trustee initiated the suit, while the bye laws did not provide for such a course.

20. In Sudakar's case, a perusal of facts would show that the resolution passed by the society/trust debarring the petitioner was called in question by the debarred members, on the ground that the bye laws do not provide for such debarring while in Society of Sister's case, the concerned individual neither had authority nor had a resolution in her favour. In Uttar Pradesh Cricket Association's case, the Treasurer, who laid the suit had no authority at all, but in the instant case a perusal of resolution being Ex.P1 would show that the Secretary of the Plaintiff's Society himself has certified the resolution that has been passed. In otherwords, the Secretary of the Plaintiff's Society, who under Rule 19 is the individual, who can sue and be sued has certified the resolution making it clear that there is no interse disagreement between the parties. Therefore, the above cited three authorities sought to be pressed into service by the learned counsel for the first defendant are clearly distinguishable on facts and are resultantly not applicable to the instant case.

21. Furthermore, Ex.D1, Memorandum of Association and bye laws of the Plaintiff's Society cannot be read as a Statute. Rules 19, Rules 10 and 11, mentioned therein cannot be read as provisions in a Statute. The law is too, very well settled that a set of bye laws is a contract between all the members of the entity and are not Rules per se. Therefore, Rules 19, 10 and 11 of the bye laws and Clause 10 of the Memorandum of Association of the Plaintiff have to be read like convents (sic - covenants) in a contract and not as provisions of law in a Statute.

22. Be that as it may, Mr.N.D.Bahety, learned counsel for the plaintiff drew my attention to the Rules 19, 10 and 11 and submitted that, language used in Rule 19 is 'may' and therefore, it is an option given to the plaintiff's Society. He contra distinguished this with Rules 10 and 11 in which the language used is 'shall'. It is therefore clear that though the bye laws are mere covenants in a contract the bye laws have been drafted conscioues (sic - conscious) of the distinction between 'shall' and 'may'.

23. The Bye laws being a contract amongst members, this Court reads the Rules as convents (sic - covenants) in a contract, considering the language used in Rule 19 coupled with complete absence of lack of interse disagreement between the members or office bearers of the Trust, this Court holds that the suit as filed herein by the plaintiff's Society has been represented by the President and not by the Secretary is not bad in law and is maintainable....."

7. We may also note that insofar as the Association is concerned, it has relied upon Ex.P1, which is an extract from the minutes of its Board of Governors held on 28.08.2008. Since, the resolution passed, is necessary for adjudicating the issue raised in the present appeal, the same is also extracted hereafter:

" Extract from the Minutes Book of the Meeting of the Board of Governors of Doveton-Corrie Protestant Schools Association, held on 28.08.2008, at 6.30p.m. In the Flag Office.

RESOLVED that the President Mr.H.E.Wilkins is authorized to take necessary legal proceedings and to file a suit against M/s. Bharath Petroleum Corporation Ltd., for the recovery of our land, arrears of Rent, arrears of damages etc.,"

8. We may also indicate that Mr.O.R.Santhanakrishnan, who appears for the appellant/defendant has cited the following judgments, which were the very same judgements that were placed for consideration before the learned Single Judge. As would be evident from the extract of the impugned judgement, set forth hereinabove, that each one of these judgements has been distinguished and in our view, quite correctly :

(i) 2007 (2) LW 1079, titled : Uttar Pradesh Cricket Association, rep. By its President Vs. Uttar Pradesh Cricket Association, rep. By Treasurer

(ii) 1989 (4) CTCOL 1, titled : Society of the Sisters of the Blessed Virgin Mary, Vs. Madras-e-Bakiyanthus Salihath

(iii) 2009 (5) CTC 124, titled : M.Sudakar Vs. The District Registrar (Societies), Virudhunagar District, Virudhunagar.

9. It is important to note that insofar as bye law No.19 is concerned, it states that the Association may sue and be sued in the name of the Secretary. However, bye law No.10(a) is indicative of the fact that except during summer vacation of the school, the Association shall meet in committee at least once in every calendar month, and more often if summoned by the Secretary under the directions of the President, to decide, subject to the bye laws, all questions which may arise in the administration of the Association or the management of the schools. Clearly, the Association holds the power of administration and the Secretary if so directed by the President is required to convene a committee meeting for the purposes of carrying out the administration of the Association or the management of the schools run under it.

10. In the instant case, the Board of Governors clearly met on 28.08.2008. At the meeting of the Board of Governors, a resolution was passed authorising the President of the Association, one, Mr.H.E.Wilkins, to take out necessary legal proceedings and to file a suit against the appellant/defendant for recovery of their land, arrears of rent, arrears of damages etc.

11. Importantly, the language of bye law No.10(a), clearly, is mandatory in nature as it uses the word "shall" as against the language of bye law No.19, which uses the word "may". This distinction has been appropriately appreciated by the learned Single Judge. At this juncture, we may also note that learned counsel for the appellant/defendant relies upon the deposition of P.W.1. The relevant extract of the deposition, on which reliance was placed by the learned counsel for the appellant/defendant, is set forth hereafter:

"It is correct to state that CS 916/2008 filed by plaintiff against the 1st defendant is not sued by the association by the Secretary. Witness adds: in Clause 19 that the Board of Governors may authorize anybody else in place of Secretary.

Q: Please read clause 19 of Ex.D1 is there anything to show the Board of Governors may authorize anybody to sue in the place of the Secretary.

A: According to clause 19 there is no such provision. However, the Board of Governors have

the right to authorize any other officer.

Q: So your statement that the Board of Governors as per clause 19 in Ex.D1 may authorize anybody is in correct?

A: According to clause 19 there is no such provision. However, the Board of Governors have the right to authorize any other officer.

Q: Any clause in the bye laws which authorizes the secretary to sub delegate the powers?

A: No such clause in the bye laws to my knowledge.

Q: I put it to you that you as the President is not authorized to institute the present suit?

A: I do not agree."

(emphasis is ours)

12. No other part of the testimony was adverted to, by the learned counsel for the appellant/defendant. A perusal of the testimony would show that the witness truthfully and honestly stated, in the first instance, as what emerged on perusal of the language of bye law No.19.

13. Having said so, in our opinion, the meaning to be given to the use of the word "may" in bye law No.19 cannot turn only on the testimony of P.W.1. P.W.1's testimony has to be understood in context of the provisions of bye law No.19, 10(a) and 11, coupled with, Board of Governor's resolution dated 28.08.2008 (Ex.P.1). According to us, nothing stated in the testimony of P.W.1, would persuade us to hold that the conclusion arrived at by the learned Single Judge was erroneous in law or in fact. We may also note that in support of his submission, learned counsel for the appellant/defendant relied upon Section 20 of the Tamil Nadu Societies Registration Act, 1975. Once again for the sake of convenience, the same is extracted hereafter:

"Legal proceedings by or against registered societies.

(1) The committee or any officer of the registered society authorised in this behalf by its bye-laws may bring or defend or cause to be brought or defended any action or other legal proceeding touching or concerning any property, right or claim of the registered society and may sue or be sued in respect of any such property, right or claim."

13.1. A bare perusal of Section 20 of the Tamil Nadu Societies Registration Act, 1975, would show that it only mandates the Committee or any Officer of the Registered Society authorized in that behalf by its bye laws to bring or defend or cause to be brought or defended any action or other legal

proceedings touching or concerning any property, right or claim of the registered society, including the right to sue or be sued in respect of any such property, right or claim. In our opinion, all that Sub Section (1) of Section 20 requires is that authority has to be exercised in consonance with the bye laws. Therefore, as indicated by the learned single Judge and as observed by us herein above, there is no error in the Board of Governors exercising their power under bye law No.10(a), and thereby, authorising the President to institute the instant suit; which they did, as is evident upon perusal of Ex.P1.

14. Before we conclude, we may also advert to the judgement of the Supreme Court in United Bank of India Vs. Sh.Naresh Kumar and Ors, AIR 1997 SC 3. The Supreme Court in this case dealt with a suit instituted by a nationalised bank, whereby, the Court below had come to the conclusion that the plaint had not been duly signed and verified by a competent person. While dealing with this issue, the Court made the following observations, including the observation that based on the evidence on record and after taking into account all circumstances with regard to the conduct of the trial, the act of the officer, who had instituted the suit, had been ratified by the plaintiff :

"..... In this appeal, therefore, the only question which arises for consideration is whether the plaint was duly signed and verified by a competent person.

In cases like the present where suits are instituted or defended on behalf of a public corporation, public interest should not be permitted to be defeated on a mere technicality. Procedural defects which do not go to the root of the matter should not be permitted to defeat a just cause. There is sufficient power in the Courts, under the Code of Civil Procedure, to ensure that injustice is not done to any party who has a just case. As far as possible a substantive right should not be allowed to be defeated on account of a procedural irregularity which is curable.

It cannot be disputed that a company like the appellant can sue and be sued in its own name. Under Order 6 Rule 14 of the Code of Civil Procedure a pleading is required to be signed by the party and its pleader, if any. As a company is a juristic entity it is obvious that some person has to sign the pleadings on behalf of the company. Order 29 Rule 1 of the Code of

Civil Procedure, therefore, provides that in a suit by against a corporation the Secretary or any Director or other Principal officer of the corporation who is able to depose to the facts of the case might sign and verify on behalf of the company. Reading Order 6 Rule 14 together with Order 29 Rule 1 of the Code of Civil Procedure it would appear that even in the absence of any formal letter of authority or power of attorney having been executed a person referred to in Rule 1 of Order 29 can, by virtue of the office which he holds, sign and verify the pleadings on behalf of the corporation. In addition thereto and de hors Order 29 Rule 1 of the Code of Civil Procedure, as a company is a juristic entity, it can duly authorise any person to sign the plaint or the written statement on its behalf and this would be regarded as sufficient compliance with the provisions of Order 6 Rule 14 of the Code of Civil Procedure. A person may be expressly authorised to sign the pleadings on behalf of the company, for example by the Board of Directors passing a resolution to that effect or by a power of attorney being executed in favour of any individual. In absence thereof and in cases where pleadings have been signed by one of it's officers a Corporation can ratify the said action of it's officer in signing the pleadings. Such ratification can be express or implied. The Court can, on the basis of the evidence on record, and after taking all the circumstances of the case, specially with regard to the conduct of the trial, come to the conclusion that the corporation had ratified the act of signing of the pleading by it's officer." (emphasis is ours)

14.1. In the instant case, the action of the Association, in going ahead with the trial of the suit, has fortified our conclusion, that if, at all there was any deficiency in the institution of the suit, the same received the imprimatur of the Association. In other words, the Association ratified the institution of the suit by continuing with the action.

15. For all these reasons, we find no merit in the appeal. We may also note that on the date when the impugned judgment and order was pronounced by the learned single Judge, further six (6) months time was granted to the appellant/defendant to handover possession of the suit property. Six (6) months

expired in May 2017. The appellant/defendant continues to remain in possession of the subject property at a measly rent of Rs.750 per month.

16. We had asked the learned counsel for the appellant/defendant, at the beginning of the hearing, as to whether he would require further time to vacate the suit property. The learned counsel for the appellant/defendant said he would choose to press the appeal instead. Accordingly, we heard the appeal, finally, as point involved fell in a narrow compass. Thus, after hearing the learned counsel for the parties at length, we have come to the conclusion that there is no merit in the appeal.

17. Accordingly, the appeal is dismissed with costs of Rs.25,000/-. The costs will be paid to the first respondent, within one week from today. Proof of cost shall be filed. Consequently, connected pending application shall stand closed.

Sd/-

Assistant Registrar(CS)

//True Copy/

Sub Assistant Registrar

vsm/gg

To

The Sub Assistant Registrar,
Original Side, High Court,
Madras.

+ 1 cc to M/s. N.D. Bahety, Advocate SR.66941

+ 1 cc to M/s. O.R. Santhanakrishnan, Advocate SR.66982

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O.S.A.No.230 of 2017

CNR(CO)

EU(28/10/2017)

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