IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **05.07.2018**

CORAM:

THE HON'BLE MR.JUSTICE S.MANIKUMAR
AND
THE HON'BLE MR.JUSTICE SUBRAMONIUM PRASAD

CRP(NPD) No.1953 of 2018
and CMP No.11325 of 2018

The Kumbakonam Mutual
Benefit Fund Ltd., rep. by its
Assistant General Manager / Authorized Signatory,
No.145, T.S.R.Big Street,
Kumbakonam. ... Petitioner

vs.

1. M/s.Indian Bank
rep. by its Manager,
West Mambalam Branch, No.76/51, Arya Gowda Road,
West Mambalam, Chennai - 600 033.

2. The Authorized Officer / Asst. General Manager,
M/s.Indian Bank
West Mambalam Branch, No.76/51, Arya Gowda Road,
West Mambalam, Chennai - 600 033.

3. D.Srinivasan

4. S.Subashini ... Respondents

Civil Revision Petition filed under Article 227 of the Constitution of India against the order passed by Debts Recovery Tribunal-II, Chennai in S.A.Sr.No.6041 of 2018 dated 08.06.2018.

For Petitioner : Mr.C.S.K.Sathish

ORDER

(Order of the Court was made by **S.MANIKUMAR,** *J)*

Kumbakonam Mutual Benefit Fund Ltd., represented by its Assistant General Manager / Authorized Signatory, Kumbakonam, has filed the instant writ petition challenging the order of the Debts Recovery Tribunal-II, Chennai dated 08.06.2018, by which the tribunal, in SA.Sr.No.6041 of 2018, held that application filed by the petitioner under Section 17(4-A) of the SARFAESI Act, 2002 as not maintainable, and accordingly, rejected the same.

2. Supporting affidavit and material on record discloses that Indian Bank, Chennai, 1st respondent has granted cash credit facility to M/s.Lavinz Infraa Service, Chennai. Mrs.Lavanya Bobby is the Managing Partner of M/s.Lavinz Infraa Service, Chennai. As Partners of M/s.Lavinz Infraa Service, Chennai, Mr.D.Srinivasan and Mrs.Subhashini Srinivasan and one Mr.Prabhukumar, stood as guarantors. There was default. Hence, Indian Bank, Chennai issued demand notice dated 26.04.2017 under Section 13(2) of the SARFAESI Act, 2002 demanding M/s.Lavinz Infraa Service, Chennai, and others, to pay a sum of Rs.3,42,45,393.31p, due as on 31.03.2017, with further interest, costs, other charges and expenses thereon, from 01.04.2017.

3. Thereafter, Indian Bank, Chennai issued possession notice dated 15.09.2017, followed by an auction notice dated 14.11.2017, bringing the secured assets, for auction on 19.12.2017. Description of the mortgaged immovable property belonging to Mr.D.Srinivasan and Mrs.Subhashini Srinivasan, partners and guarantors for the loan availed, as per the sale notice is as follows:

Item No.I

All that piece and parcel of Land and Building bearing No.63, Reddy Street, Villivakkam, Chennai - 600 049 comprised in Survey No.11A & 7B2 of NO.73, Villivakkam Village measuring 90 x 31.5 with a lane on the West measuring 26 x 2 (extending upto North Mada Street) 2257 sq.ft land out of a total extent of 2887 sq.ft. bounded on the

North by	: Perumal Padmanaban's House
South by	: Arasu Madaliyar's House
East by	: Reddy Street
West by	: Corporation School

Item No.II

All that piece and parcel of Land bearing No.63, Reddy Street, Villivakkam, Chennai - 600 049 comprised in Survey No.11A & 7B2 of NO.73, Villivakkam Village measuring 630 sq. ft. out of a total extent of 2887 sq.ft. as per document bounded on the

North by	: House of Lakshmi Narayana Iyer
South by	: House of V.T.Arasu Mudaliyar
East by	: Reddy Street & Common Pathway
West by	: Remaining land owned by Mr.D.Srinivasan

Measuring: East to West on the Northern and Southern sides 20 feet
North to South on the Eastern and Western Sides 31.5. feet

4. According to the petitioner, they had entered into lease agreements dated 23.10.2014 and 18.05.2017 and by virtue of the same, Kumbakonam Mutual Benefit Fund Limited, was put possession of the property on 30.08.2017 and thereby, a leasehold right has been created in favour of Kumbakonam Mutual Benefit Fund Limited. While that be so, Indian Bank vide letter dated 15.11.2017, called upon the General Manager, M/s.Kumbakonam Mutual Benefit Fund Limited, Thanjavur District, to pay rent to the bank. Acknowledging the said letter dated 15.11.2017, Kumbakonam Mutual Benefit Fund Limited, agreed to pay the rent to Indian Bank. Thereafter, Kumbakonam Mutual Benefit Fund Limited, sent a letter dated 02.04.2018 to the Assistant General Manager, Indian Bank, Chennai, stating that they are statutory tenants under Tamil Nadu Act 18 of 1960, as amended by Act 23 of 1973, and willing to attorn the tenancy and therefore, the question of vacating the premises does not arise. Kumbakonam Mutual Benefit Fund Limited, has requested Indian bank to furnish the details of the e-auction purchaser, who has received the sale certificate, so as to enable them to arrive at an amicable settlement.

5. Responding to the abovesaid letter dated 02.04.2018, Indian Bank, declined to accept the claim of Kumbakonam Mutual Benefit Fund Limited, as statutory tenant and vide letter dated 20.04.2018, requested

Kumbakonam Mutual Benefit Fund Limited, to vacate the premises and handover vacant possession, failing which, Indian Bank, would be constrained to initiate steps to evict.

6. Being aggrieved by the abovesaid letter dated 20.04.2018, directing Kumbakonam Mutual Benefit Fund Limited, to vacate and hand over possession, Kumbakonam Mutual Benefit Fund Limited, filed SA (SR) No.6041 of 2018 under Sub Section 1 of Section 17 read with sub-section (4) of Section 17 of SARFAESI Act, 2002, with a prayer to quash the letter dated 20.04.2018, issued by Indian Bank, and consequently, declare, the subsistence of the leasehold right over the property under lease agreements dated 23.10.2014 and 18.05.2017, respectively. Kumbakonam Mutual Benefit Fund Limited, has also sought for a direction to forbear respondents 1 and 2 therein or their men, agents, servants, nominees, etc., from evicting them from the schedule property, except under due process of law.

7. Adverting to the pleadings and submissions, Debts Recovery Tribunal-II, Chennai, vide order dated 08.06.2018 in SA SR No.6041 of 2018, held that the application, as not maintainable and consequently, rejected SASR. For brevity, order dated 08.06.2018, made in SA SR No.6041 of 2018, is reproduced hereunder.

"Heard the arguments of applicant. On perusal of lease agreement it is seen that it was entered into between the applicant and R3 and R4 herein. But it was not registered. Now the schedule mentioned property was sold by R1 bank under SARFAESI Act to recover the dues of R3 and R4 herein. Therefore, it is the duty of respondent bank to hand over the schedule mentioned property to the auction purchaser as a vacant land. Further, the respondent bank issued possession notice on 15.09.2017. This notice must be affixed on the conspicuous place of schedule mentioned property. Thereafter, sale notice was issue on 14.11.2017. It was also affixed on the conspicuous place of schedule mentioned property. Therefore it is found that the notice issued by respondent bank issued u/s.13(4) of SARFAESI Act on 15.09.2017, was not objected by applicant as a tenant. Further, the lease agreement was also not registered. This SA is filed only against the eviction notice issued by respondent bank. It cannot be challenged under Section 17 of the Act since the property was sold in e-auction under SARFAESI Act. After issuance of possession notice by respondent bank, the applicant has to be vacated from the mortgage property since that possession notice has to be treated as lease termination notice. Therefore, respondent bank has taken symbolic possession on 15.09.2017 is proper and the applicant has to vacate the premises and hand over the vacant possession to respondent bank. Hence, I find this application is not maintainable"

8. Inviting the attention of this Court to the lease agreements dated 23.10.2014 and 18.05.2017, executed between Kumbakonam Mutual Benefit Fund Limited and Mr.Srinivasan and Mrs. S.Subashini, partners and guarantors of the loan; letter dated 15.11.2017, issued by Indian Bank to the General Manager, Kumbakonam Mutual Benefit Fund Limited, Thanjavur, calling upon the latter to pay rent; reply of Kumbakonam Mutual Benefit Fund Limited dated 28.11.2017 and letter dated 02.04.2018 of the petitioner, reiterating their rights under Tamil Nadu Act 18 of 1960, as amended by Act 23 of 1973, attornment of tenancy, Mr.C.S.K.Sathish, learned counsel for the petitioner submitted that when Indian Bank itself had recognised the leasehold right of the petitioner and by letter dated 15.11.2017, called upon the petitioner to pay rent, it is not open to the bank to retract from such recognition and contend that the petitioner cannot claim to be a statutory tenant and consequently, direct the petitioner to vacate from the premises and handover possession.

9. Inviting the attention of this Court to sub section 4 of Section 17 of the SARFAESI Act, Mr.C.S.K.Sathish, learned counsel for the petitioner submitted that as per the statute if any person, in an application under sub-section (1), claims any tenancy or leasehold rights upon the secured asset, the Debt Recovery Tribunal, after examining the facts of the case and

evidence produced by the parties in relation to such claims shall, for the purpose of enforcement of security interest, have the jurisdiction to examine whether lease or tenancy, -

(a) has expired or stood determined; or

(b) is contrary to Section 65 A of the Transfer of Property Act, 1882 (4 of 1882); or

(c) is contrary to terms of mortgage; or

(d) is created after the issuance of notice of default and demand by the Bank under sub-section (2) of Section 13 of the Act;

10. According to the learned counsel for the petitioner, when the statute enjoins a duty on the tribunal to examine the facts of the case and evidence produced by the parties, in relation to such claim, the tribunal ought to have exercised its jurisdiction and entertained the SARFAESI Application and then proceeded further to adjudicate, on the issue as to whether there is any tenancy or leasehold right.

11. Mr.C.S.K.Sathish, learned counsel for the petitioner further submitted that when there is a failure to exercise jurisdiction, this Court in exercise of the revisional jurisdiction under Article 227 of the Constitution of India, has to interfere and direct the tribunal to provide an opportunity to the petitioner, to proceed further.

12. Heard the learned counsel for the parties and perused the materials available on record.

13. Material on record discloses lease agreements dated 23.10.2014 and 18.05.2017 between Kumbakonam Mutual Benefit Fund Limited and Mr.Srinivasan and Mrs. S.Subashini, partners and guarantors of the loan, over the property viz.,

> House and premises No.63, Reddy Street in No.73, Villivakkam Village, Survey No.11-A, 7B-2, measuring 90' X 31 1/2' with a lane on the west measuring 26'X 2' (extending upto North Mada Street) bounded on the
>
> North by the plot of Devarajuly Naidu
> East by Reddy Street
> West by Panchayat Board School and
> South by the house of Arasu Mudaliar
>
> In the above schedule of property, the ground floor of the building alone (approximately 1,200 sq.ft) is taken for monthly rent towards housing of the Villivakkam branch of The Kumbakonam Mutual Benefit Fund Limited.

14. Possession notice dated 15.09.2017 has been issued. In the said notice, Manager, Kumbakonam Mutual Benefit Fund Limited, has been described as a tenant. Description of the mortgaged immovable property belonging to Mr.D.Srinivasan and Mrs.Subhashini, has been extracted supra.

15. Pursuant to the auction notice dated 14.11.2017, Indian Bank, has

sent a letter dated 15.11.2017 to Kumbakonam Mutual Benefit Fund Limited, intimating that sale has been fixed on 19.12.2017. Bank has called upon the petitioner to pay rental and also to provide a copy of the rental agreement entered into between the petitioner and Mr.Srinivasan and Mrs. S.Subashini. Letter dated 15.11.2017 is reproduced hereunder

> Dear Sir,
>
> Sub: Notice under Sec.13(4)(d) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002. Issued to Mr.D.Srinivasan and Mrs.Subhashini Srinivasan - reg.
>
> Ref: Our notice dt. 15.09.2017 served to your Villivakkam Branch, Chennai.
>
> With reference to the above, we wish to inform that Mr.D.Srinivasan and Mrs.Subhashini Srinivasan have mortgaged the property as mentioned in the enclosed Notice of intended sale, to us as security for the loans availed by M/s.Lavinz Infraa Services, in which they are partners. We understand that aforesaid secured asset has been leased / rented to you.
>
> Since M/s.Lavinz Infraa Services, have not repaid the dues, we have taken possession of the property on 15/09/2017 and notice under Sec. 13(4) of SARFAESI Act, 2002 was served to your Villivakkam Branch. We have, today served notice of intended sale and the date of E-Auction has been fixed on 19/12/2017.
>
> As per the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Security Interest (Enforcement) Rules, 2002 and pay the

rentals payable by you to the borrower/guarantor/mortgagor to Indian bank within 15 days from the date of this letter and also vacate the aforesaid premises as said secured asset shall be put to sale under the provision of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Act 2002 for the recovery of dues of the Bank / secured creditor.

Hence, we call upon you to pay the rent payable to us and also provide us the copy of the rental agreement entered with them."

16. Vide reply dated 28.11.2017, Kumbakonam Mutual Benefit Fund Limited, has stated that they would abide by the provisions of the SARFAESI Act and Rules, 2002 and pay the rent to Indian Bank. Alongwith the letter dated 28.11.2017, they have also enclosed a copy of the lease agreement dated 18.05.2017, notices dated 15.09.2017 and 15.11.2017.

17. Reiterating their statutory rights under Tamil Nadu Act 18 of 1960, as amended by Act 23 of 1973, Kumbakonam Mutual Benefit Fund Limited, vide letter dated 02.04.2018, has further submitted that question of vacating the premises, does not arise. Bank did not agree to the same and sent a letter dated 20.04.2018, rejecting the petitioner's claim of statutory tenant and directed to vacate the premises and handover vacant possession.

18. We have gone through the impugned order dated 08.06.2018, made in SA.SR.No.6041 of 2018.

19. Even taking it for granted that the Debts Recovery Tribunal-II, Chennai, has failed to exercise its jurisdiction in terms of sub section 4-A of Section 17 of the SARFAESI Act, 2002, and that the tribunal has failed to examine the facts of the case and provide an opportunity to the petitioner to adduce evidence, to substantiate the claim of tenancy or lease hold right on the secured asset and only framed a preliminary point for consideration as to whether application filed under sub section 4-A to Section 17(1) of the SARFAESI Act, 2002, is maintainable or not and rejected the application as not maintainable and therefore, when there is a failure to exercise jurisdiction, revisional jurisdiction of this Court under Article 227, to be exercised to correct the error in law, we are not inclined to accept the said contentions, for the reason that, as per Section 18 of the SARFAESI Act, 2002 any person aggrieved by, any order made by the Debts Recovery Tribunal Debts Recovery Tribunal under section 17, may prefer an appeal alongwith such fee, as may be prescribed to the Appellate Tribunal within thirty days from the date of receipt of the order of Debts Recovery Tribunal: PROVIDED that different fees may be prescribed for filing an appeal by the borrower or by the person other than the borrower: PROVIDED

FURTHER that no appeal shall be entertained unless the borrower has deposited with the Appellate Tribunal fifty per cent. of the amount of debt due from him, as claimed by the secured creditors or determined by the Debts Recovery Tribunal, whichever is less: PROVIDED ALSO that the Appellate Tribunal may, for the reasons to be recorded in writing, reduce the amount to not less than twenty-five per cent. of debt referred to in the second proviso. and (2) Save as otherwise provided in this Act, the Appellate Tribunal shall, as far as may be, dispose of the appeal in accordance with the provisions of the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993) and rules made thereunder.

20. Statute provides for an alternate remedy. On the aspect as to whether a writ petition can be entertained when there is an effective and alternative remedy, provided therefor, under the Act, we deem it fit to consider the following decisions.

(i) In **Precision Fastenings v. State Bank of Mysore**, reported in **2010(2) LW 86**, this Court held as follows:

> "This Court has repeatedly held in a number of decisions right from the decision in *Division Electronics Ltd.* v. *Indian Bank* (DB) Markandey Katju, C.J., (2005 (3) C.T.C., 513), that the remedy of the aggrieved party as against the notice issued under Section 13(4) of SARFAESI Act is to approach the appropriate Tribunal and the writ petition is

not maintainable. The same position has been succinctly stated by the Hon'ble the Supreme Court in *Transcore* v. *Union Of India* (2006 (5) C.T.C. 753) in paragraph No. 26 wherein the Supreme Court has held as under:—

> "The Tribunal under the DRT Act is also the Tribunal under the NPA Act. Under Section 19 of the DRT Act read with Rule 7 of the Debts Recovery Tribunal (Procedure) Rules, 1993 (1993 Rules), the applicant bank or FI has to pay fees for filing such application to DRT under the DRT Act and, similarly, a borrower, aggrieved by an action under Section 13(4) of NPA Act was entitled to prefer an Application to the DRT under Section 17 of NPA." (Emphasis added) "

(ii) In **Union Bank of India v. Satyawati Tondon,** reported in **2010 (5) LW 193 (SC)**, the Hon'ble Apex Court at paragraph Nos.16 to 18 and 27 to 29, held as follows:

> "16. The facts of the present case show that even after receipt of notices under Section 13(2) and (4) and order passed under Section 14 of the SARFAESI Act, respondent Nos. 1 and 2 did not bother to pay the outstanding dues. Only a paltry amount of Rs. 50,000/- was paid by respondent No. 1 on 29.10.2007. She did give an undertaking to pay the balance amount in installments but did not honour her commitment. Therefore, the action taken by the appellant for recovery of its dues by issuing notices under Section

13(2) and 13(4) and by filing an application under Section 14 cannot be faulted on any legally permissible ground and, in our view, the Division Bench of the High Court committed serious error by entertaining the writ petition of respondent No. 1.

17. There is another reason why the impugned order should be set aside. If respondent No. 1 had any tangible grievance against the notice issued under Section 13(4) or action taken under Section 14, then she could have availed remedy by filing an application under Section 17(1). The expression 'any person' used in Section 17(1) is of wide import. It takes within its fold, not only the borrower but also guarantor or any other person who may be affected by the action taken under Section 13(4) or Section 14. Both, the Tribunal and the Appellate Tribunal are empowered to pass interim orders under Sections 17 and 18 and are required to decide the matters within a fixed time schedule. It is thus evident that the remedies available to an aggrieved person under the SARFAESI Act are both expeditious and effective. Unfortunately, the High Court overlooked the settled law that the High Court will ordinarily not entertain a petition under Article 226 of the Constitution if an effective remedy is available to the aggrieved person and that this rule applies with greater rigour in matters involving recovery of taxes, cess, fees, other types of public money and the dues of banks and other financial institutions. In our view, while dealing

with the petitions involving challenge to the action taken for recovery of the public dues, etc., the High Court must keep in mind that the legislations enacted by Parliament and State Legislatures for recovery of such dues are code unto themselves inasmuch as they not only contain comprehensive procedure for recovery of the dues but also envisage constitution of quasi judicial bodies for redressal of the grievance of any aggrieved person. Therefore, in all such cases, High Court must insist that before availing remedy under Article 226 of the Constitution, a person must exhaust the remedies available under the relevant statute.

18. While expressing the aforesaid view, we are conscious that the powers conferred upon the High Court under Article 226 of the Constitution to issue to any person or authority, including in appropriate cases, any Government, directions, orders or writs including the five prerogative writs for the enforcement of any of the rights conferred by Part III or for any other purpose are very wide and there is no express limitation on exercise of that power but, at the same time, we cannot be oblivious of the rules of self-imposed restraint evolved by this Court, which every High Court is bound to keep in view while exercising power under Article 226 of the Constitution. It is true that the rule of exhaustion of alternative remedy is a rule of discretion and not one of compulsion, but it is difficult to fathom any reason why the High Court should entertain a

petition filed under Article 226 of the Constitution and pass interim order ignoring the fact that the petitioner can avail effective alternative remedy by filing application, appeal, revision, etc. and the particular legislation contains a detailed mechanism for re-dressal of his grievance. It must be remembered that stay of an action initiated by the State and/or its agencies/instrumentalities for recovery of taxes, cess, fees, etc. seriously impedes execution of projects of public importance and disables them from discharging their constitutional and legal obligations towards the citizens. In cases relating to recovery of the dues of banks, financial institutions and secured creditors, stay granted by the High Court would have serious adverse impact on the financial health of such bodies/institutions, which ultimately prove detrimental to the economy of the nation. Therefore, the High Court should be extremely careful and circumspect in exercising its discretion to grant stay in such matters. Of course, if the petitioner is able to show that its case falls within any of the exceptions carved out in *Baburam Prakash Chandra Maheshwari* v. *Antarim Zila Parishad* AIR 1969 SC 556, *Whirlpool Corporation* v. *Registrar of Trade Marks, Mumbai* (1998) 8 SCC 1=1999-2-L.W. 200 and *Harbanslal Sahnia and another* v. *Indian Oil Corporation Ltd. and others* (2003) 2 SCC 107 and some other judgments, then the High Court may, after considering all the relevant parameters and public interest, pass appropriate interim order.

27. It is a matter of serious concern that despite repeated pronouncement of this Court, the High Courts continue to ignore the availability of statutory remedies under the DRT Act and SARFAESI Act and exercise jurisdiction under Article 226 for passing orders which have serious adverse impact on the right of banks and other financial institutions to recover their dues. We hope and trust that in future the High Courts will exercise their discretion in such matters with greater caution, care and circumspection.

28. Insofar as this case is concerned, we are convinced that the High Court was not at all justified in injuncting the appellant from taking action in furtherance of notice issued under Section 13(4) of the Act.

29. In the result, the appeal is allowed and the impugned order is set aside. Since the respondent has not appeared to contest the appeal, the costs are made easy."

(iii) In **Saraspathy Sundararaj v. Authorised Officer and Assistant General Manager, State Bank of India,** reported in **(2010) 5 LW 560**, the Court held as follows:

"The petitioner has filed this writ petition praying for a Writ of Certiorarified Mandamus calling for the records relating to the possession notice dated 16.09.2004 issued by the respondent under the SARFAESI Act and consequently direct the respondent to effect the settlement in accordance with the SBI OTS-SME 2010 Scheme as contained in its letter dated 18.03.2010 and unconditionally restore physical possession of the six rooms taken physical possession by it at No. 29, Sarojini Street, T. Nagar, Chennai - 17 with such damages.

... When a specific forum has been created which enables the borrower to challenge the action of the financial institution by filing necessary petition under Section 17, the petitioner is not entitled to invoke the writ jurisdiction of this Court. What could not be achieved by the petitioner by filing a petition before the appropriate Forum, which is at present barred by period of limitation, could not be permitted to be achieved by extending the jurisdiction conferred to this Court under Article 226 of The Constitution of India. Above all, since the petitioner has violated the terms and conditions of the loan by transferring the property in favour of her son, this Court is not inclined to entertain the petition. ....

9. In the light of the above decision of the Honourable Supreme Court, the writ petition filed by the petitioner seeking to set aside the possession notice issued to her long back is legally not sustainable. We are of the considered view that this petition has been filed only to drag on the proceedings and to evade repayment of the loan. That be so, the petitioner has no legal right to compel the bank to accept the one time settlement offer made by her."

21. On the question as to whether there is a tenancy or creation of

leasehold right, are to be substantiated by examining all facts and evidence adduced by the parties in relation to such claim tribunal has jurisdiction to examine the same and answer as to whether lease or tenancy, -

(a) has expired or stood determined; or

(b) is contrary to Section 65 A of the Transfer of Property Act, 1882 (4 of 1882); or

(c) is contrary to terms of mortgage; or

(d) is created after the issuance of notice of default and demand by the Bank under sub-section (2) of Section 13 of the Act;

22. Failure to advert to the facts and evidence to be produced, by the Debts Recovery Tribunal-II, Chennai, can always be urged, before the final fact finding authority viz., the appellate forum. In **Satyawati Tondon's** case [cited supra], the Hon'ble Supreme Court held that the tribunals constituted under the SARFAESI Act, 2002, are competent to decide all questions of law and fact. Grounds raised in the instant Civil Revision Petition, can always be urged before the appellate tribunal.

23. In the light of the above decisions and discussion, we are not inclined to entertain the Civil Revision Petition filed under Article 227 of the Constitution of India. Hence, Civil Revision Petition is dismissed. No costs. Consequently, the connected Civil Miscellaneous Petition is closed.

24. While dismissing the Civil Revision Petition, liberty is granted to the petitioner to approach the appellate tribunal, if so advised. Time spent in this litigation, be excluded.

(S.M.K., J.) (S.P., J.)
05.07.2018

Note to office:
Registry is directed to return the original impugned order to the learned counsel for the petitioner after obtaining an attested copy of the same.

Index: Yes/No.
Internet: Yes
Speaking/Non speaking

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S.MANIKUMAR,J.
AND
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