

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON :20.02.2018

PRONOUNCED ON:16.03.2018

CORAM:

THE HON'BLE MR.JUSTICE T.RAVINDRAN

S.A.No.721 of 2003
and
C.M.P.No.2403 of 2018

V.K.Dhanasekar ... Appellant

Vs.

Vasanthan ... Respondent

Prayer: Second Appeal filed under Section 100 of C.P.C., against the judgment and Decree of Principal District Judge, Tiruvannamalai in A.S.No.35 of 2002 dated 14.01.2003 confirming the decree and judgment of the Sub-ordinate Judge, Arani in O.S.No.220 of 1998 dated 29.03.2001 and to set aside the same.

For Appellant : Mr.Haja Nazirudeen, SC
For M/s.R.Tholgappian

For Respondent : No representation
No appearance
Set exparte vide order of the Court
dated 20.02.2018.

J U D G M E N T

Challenge in this second appeal is made to the judgment and decree dated 14.01.2003 passed in A.S.No.35 of 2002 on the file of the Principal District Court, Thiruvannamalai, confirming the judgment and decree dated 29.03.2001 passed in O.S.No.220 of 1998 on the file of the Subordinate Court, Arani.

2. The parties are referred to as per the rankings in the trial court.

3. Suit for recovery of money .

4.The case of the plaintiff in brief is that the the defendant for full and valid consideration received, executed the suit "A" promissory note for Rs.19,000/- in favour of the plaintiff on 20.06.1996 agreeing to repay the same with interest as recited therein and the defendant for full and valid consideration received, executed the suit "B" promissory note for Rs.16,000/- in favour of the plaintiff on 07.07.1996, agreeing to repay the same with interest as recited therein. However, the defendant has not paid any amount either towards the suit "A" promissory note or "B" promissory note and in spite of repeated oral demands, the defendant failed to honour the promise and the plaintiff had issued a lawyer's notice dated 01.10.1998, demanding the defendant to discharge the borrowed sum and despite the receipt of notice, the defendant did not pay any amount as demanded and left with no other alternative, according to the plaintiff, she has been necessitated to lay the suit for recovery of money.

5.The case of the defendant in brief is that the suit laid by the plaintiff is not maintainable either in law or on facts. The defendant was having monetary transactions with the plaintiff's husband Jagadheesan in connection with silk business and accordingly the plaintiff's husband, while lending the amount to the defendant, obtained six promissory notes for a sum of Rs.10,000/- each containing the signature of the defendant and only that amount had been mentioned in the said promissory notes, while so, the defendant is not having any transaction whatsoever with the plaintiff and therefore, there is no necessity on the part of the defendant to execute the suit "A" and "B" promissory notes as pleaded in the plaint for the consideration mentioned therein and therefore, the suit promissory notes are forged documents and the signed promissory notes given by the defendant to the plaintiff's husband Jagadheesan did not contain the date or the attestors' signatures or the name of the scribe and the defendant in connection with the silk business also used to hand over the cheques received by him to the plaintiff's husband for discounting the same for the amount received from him and to the notice sent by the plaintiff dated 01.10.1998, the defendant sent a reply on 19.04.1999 and as the defendant had met the plaintiff and as the plaintiff's husband had assured that suit laid by the plaintiff would be withdrawn, there is a delay in sending the reply notice. The plaintiff's husband obtained a mortgage deed from Raman and his son Mohankumar dated 04.04.1995, for a sum of Rs.90,000/- and out of the said sum, it is only the defendant, who had lent the sum of Rs.65,000/- and only the balance sum of Rs.25,000/- was advanced by the plaintiff's husband and accordingly the borrowers were directed to discharge the sum of Rs.65,000/- with interest to the defendant and thereafter discharge the amount for a sum of

Rs.25,000/- with interest to the plaintiff's husband and however the plaintiff's husband did not settle the amount received from the defendant, in connection with above said mortgage transaction and the defendant had also signed as a witness in the said mortgage deed and when the defendant demanded the plaintiff's husband to return the said sum of Rs.65,000/- , developing enmity, the plaintiff's husband with the help of the six promissory notes handed over by the defendant for a sum of Rs.10,000/- each had created the suit promissory notes and laid the suit in the name of the plaintiff falsely. Consideration had been altered as Rs.19,000/- and Rs.16,000/- in the suit promissory notes from Rs.10,000/- and hence as the defendant had settled all the amount received from the plaintiff's husband, there is no amount due to the plaintiff's husband or the plaintiff and hence the plaintiff is not entitled to obtain the reliefs sought for and the suit is liable to be dismissed.

6.In support of the plaintiff's case, P.Ws.1 to 3 were examined. Exs.A1 to A4 were marked. On the side of the defendant, D.W.1 was examined. Exs.B1 to B5 were marked.

7. On a consideration of the oral and documentary evidence adduced by the respective parties and the submissions made, the Courts below were pleased to accept the plaintiff's case and decreed the suit as prayed for. Impugning the same, the present second appeal has been laid.

8.At the time of admission of the second appeal the following substantial questions of law were formulated for consideration.

(i)Whether the plaintiff has rebutted the presumption as to material alteration and discharged the burden of proof when the instruments on the face of record appear to be altered?

(ii)Whether the implied authority to complete the inchoate instruments under Section 20 of N.I Act extends for effecting a material alteration on the instruments?

(iii)Whether a Holder in due course is competent as a Holder to complete an inchoate instrument under Section 20 of N.I.Act?

9.The suit has been laid by the plaintiff for recovery of money on the basis of the promissory notes dated 20.06.1996 and 07.07.1996 marked as Exs.A1 and A2. Briefly stated, according to the plaintiff, the defendant borrowed a sum of Rs.19,000/- from

her on 20.06.1996 and executed Ex.A1 promissory note promising to repay the same with interest as recited therein and further according to the plaintiff, the defendant borrowed a sum of Rs.16,000/- from her on 07.07.1996 and executed the promissory note marked as Ex.A2 promising to repay the borrowed sum with interest as recited therein and inasmuch as the defendant failed to repay the borrowed sum as promised, despite several demands and the issuance of the legal notice dated 10.10.1998 marked as Ex.A3, according to the plaintiff, she has been necessitated to lay the suit for recovery of money.

10. On a perusal of the pleas put forth in the written statement, it is found that the defendant had not denied his signatures contained in the suit promissory notes marked as Exs.A1 and A2 and all that he would state is that he had been having monetary transactions with the plaintiff's husband Jagadheesan in connection with the silk business, and with reference to the same, the plaintiff's husband had obtained six promissory notes each for Rs.10,000/- with the signature of the defendant and therefore the defendant had not executed the suit promissory notes in favour of the plaintiff as pleaded and further according to the defendant, the plaintiff's husband obtained a mortgage deed for a sum of Rs.90,000/- from Raman and Mohan Kumar and out of the said sum of Rs.90,000/- it is only the defendant who had paid Rs.65,000/- and only the balance sum of Rs.25,000/- was advanced by the plaintiff's husband and the plaintiff's husband did not settle the said amount to the defendant and when the defendant demanded the return of the said amount, developing enmity, according to the defendant, the plaintiff's husband had made use of the six promissory notes entrusted by him to the plaintiff's husband each for Rs.10,000/- and out of the same, created the suit promissory notes Exs.A1 and A2 and falsely laid the suit in the name of the plaintiff and hence, according to the defendant, the plaintiff is not entitled to obtain the relief sought for. Further, it is pleaded that the consideration of the suit promissory notes Exs.A1 and A2 had been altered as Rs.19,000/- and Rs.16,000/- and hence the suit is liable to be dismissed.

11. The defendant in support of his defence has examined himself as D.W.1. D.W.1 during the course of cross examination, has admitted that there is no proof or evidence that he had been having monetary transactions with the plaintiff's husband. Further, according to him, there is no proof on show that in respect of the mortgage transaction for a sum of Rs.90,000/-, he had paid a sum of Rs.65,000/- as put forth in the written statement. However, it is seen that the defendant has attested the said mortgage transaction. Further, according to the defendant, inasmuch as he had been having monetary transactions with the plaintiff's husband, the plaintiff's husband had obtained the mortgage deed in his name and that he had attested

the said mortgage deed. According to the defendant, in the written statement all these transactions are known to Raman and Mohankumar who had executed the mortgage deed and that he has not enmity with them. If really, the defendant had advanced the sum of Rs.65,000/- in connection with mortgage deed as put forth in the written statement, nothing prevented the defendant from obtaining the said mortgage deed in his name and also along with the plaintiff's husband and on the other hand, it is found that the mortgage deed had been obtained only in the name of the plaintiff's husband. If really, the defendant had lent the sum of Rs.65,000/- in connection with the mortgage transaction and if those facts are known to Raman and Mohan kumar as put forth by the defendant, nothing prevented the defendant from examining the said persons to establish his version. On the other hand, the defendant has not chosen to examine them to sustaining the defence with reference to the alleged mortgage transaction.

12.The plaintiff's husband has been examined as P.W.3. It is only the plaintiff's husband had scribed the suit promissory notes marked as Exs.A1 and A2. P.W.3 has clearly deposed that the suit promissory note has been executed by the defendant in favour of his wife, on the receipt of the consideration recited therein and the suit promissory notes had been attested by one Janarthanan examined as P.W.2 and the defendant had received the amount under the said promissory notes and only for the same, he had executed the promissory notes. P.W.3 during the course of cross examination, deposed that it is false to state that the defendant was having monetary transactions with him and in connection with the same, he had obtained six promissory notes from the defendant each for Rs.10,000/-. Further, P.W.3 has also deposed that Raman and Mohan kumar had executed a mortgage deed in his favour for Rs.90,000/- and it is false to state that out of the said sum, the defendant had paid a sum of Rs.65,000/- and he had paid only Rs.25,000/- and also further deposed that is is false to state that the defendant had demanded the return of Rs.65,000/- from him in connection with the said mortgage transaction, and no doubt, the defendant had signed as a witness in the said mortgage deed. In such view of the matter, it is found that, when there is no valid material as such to establish that the defendant was having monetary transactions with the plaintiff's husband in connection with the silk business and with reference to the same, he had handed over six promissory notes each for Rs.10,000/- and when the same has been vehemently repudiated by the plaintiff's husband P.W.3 and if really, the defendant had been having monetary transactions with the plaintiff as claimed and if really, he had discharged the amount borrowed from the plaintiff's husband as pleaded, nothing prevented the defendant from retrieving the alleged six promissory notes entrusted by him to the plaintiff's husband each for Rs.10,000/- and on the other hand, till the institution of the suit, the defendant has not endeavoured to get back the

alleged six promissory notes said to have been entrusted by him to P.W.3 in connection with the alleged monetary transactions. Even as per the evidence of defendant, there is no proof whatsoever, to point out that he had been having monetary transactions with the plaintiff's husband. It is thus found that on an assessment of the materials placed on record, there is absolutely no proof worth acceptance that the defendant was having monetary transactions with the plaintiff's husband and in connection with the same, he had handed over six promissory notes each for Rs.10,000/-. In the light of above position, the defence projected by the defendant that the plaintiff's husband had made use of the said promissory notes of Rs.10,000/- each as the suit promissory notes in the name of his wife and laid the suit falsely in the name of his wife as such cannot be believed and accepted.

13. Materials placed on record would go to disclose that P.W.3 had lent a sum of Rs.90,000/- to Mohankumar and Raman and obtained a mortgage deed in which the defendant had attested. According to the defendant, it is he, who had lent the sum of Rs.65,000/- out of the said sum of Rs.90,000/- and the plaintiff's husband had given Rs.25,000/-, but the same had been denied by P.W.3 the plaintiff's husband. Now according to the defendant these facts are known to Mohankumar and Raman and they are not enmically disposed of towards him. In such circumstances, nothing prevented the defendant from examining the said persons to establish that it is only the defendant, who had paid the sum of Rs.65,000/- to them, out of the total sum of Rs.90,000/- that the plaintiff's husband had paid only Rs.25,000/-, however, the defendant for the reasons best known to her had not chosen to examine the said persons. In such view of the matter, when there is no material at all on record, to establish or proof that the defendant had advanced the sum of Rs.65,000/- in connection with the said mortgage transaction, the further case of the defendant that inasmuch as he had demanded the plaintiff's husband to settle the said amount, the plaintiff's husband developing enmity had laid the suit falsely against him in the name of his wife by making use of the alleged promissory notes give by him each for Rs.10,000/-. It is thus found that the motive attributed by the defendant for the present suit does not hold water particularly, when there is no material to sustain the same in any manner.

14. The plaintiff examined as P.W.1 has clearly deposed that the defendant had borrowed the suit amount from her on the dates mentioned in the plaint and executed the promissory notes marked as Exs.A1 and A2 and despite demands and the issuance of notice, the defendant had failed to return the borrowed sum. The evidence of P.W.1 seems natural, cogent and convincing and despite cross examination, nothing has been elucidated from her to disbelieve her version. The scribe of the suit promissory

notes has been examined as P.W.2 and P.W.2 in the course of his evidence had deposed that he knew both the plaintiff and the defendant and the defendant executed the suit promissory notes Exs.A1 and A2 for Rs.19,000/- and Rs.16,000/- respectively and the plaintiff's husband asked him to attest the two suit promissory notes and he had asked the defendant as to the receipt of the consideration recited in the suit promissory notes and the defendant had acknowledged the receipt of the consideration mentioned in the suit promissory notes and accordingly after the defendant had executed the suit promissory notes, Exs.A1 and A2, he had attested the same. The evidence of P.W.2 is found to be natural and trustworthy and nothing has been culled out from him, during the course of cross examination to disbelieve his testimony. It is found that P.W.2 is related to both the plaintiff's husband as well as the defendant. In this connection, the plaintiff's husband P.W.3 has deposed that P.W.2 is his paternal uncle and also the uncle of the defendant. Their relationship has not been controverted by the defendant either during the course of his evidence or during the cross examination of P.W.2 or P.W.3 in any manner. It is thus found that P.W.2 has no axe to grind in deposing against the defendant and in favour of the plaintiff.

15.As above seen, the scribe of the suit promissory notes namely P.W.3, the plaintiff's husband had deposed about the receipt of the consideration by the defendant under the suit promissory notes and the execution of the same by the defendant in the presence of the witness Janarthanan and him. The evidence of the plaintiff's husband has not been shown to be unacceptable or unreliable by eliciting any favourable answer from him during the course of cross examination in support of the defence version. On the other hand, as above noted, the plaintiff's husband has disputed having any monetary transactions with the defendant as put forth in the written statement and the entrustment of the six promissory notes by the defendant to him each for Rs.10,000/- with reference to the said alleged monetary transactions. Further, the plaintiff's husband has also disputed the case of the defendant that he had lent a sum of Rs.65,000/- in connection with the mortgage transaction entered with Mohan Kumar and Raman.

16.In the light of the above position, when it is found that there is no proof whatsoever to establish that the defendant was having monetary transactions with the plaintiff's husband and with reference to the same, he had handed over six promissory notes each for Rs.10,000/- as pleaded, it is found that the further defence projected by the defendant that the plaintiff's husband had created the suit promissory notes out of the said promissory notes entrusted by him to the plaintiff's husband, in the name of his wife as such cannot be countenanced in any manner, and on the other hand, as projected by the plaintiff,

and as established by the plaintiff through the evidence of P.Ws.1 to 3 in a clear and acceptable manner that it is only the defendant, who had executed the suit promissory notes for the consideration received as mentioned therein. It is thus found that the suit promissory notes are true and genuine promissory notes and accordingly, it is noted that as rightly determined by the Courts below, the defendant is liable to pay the sum borrowed under the suit promissory notes.

17.The defence plea having not been established and when from the defence plea, it is seen that the defendant had admitted his signatures available in the suit promissory notes and when suit promissory notes are not shown to have come into existence as projected by the defendant as above discussed, it is found that the presumption u/s.118 of the Negotiable Instruments Act would come into play and hence it is only the defendant, who has to establish the non-passing of the consideration under the suit promissory notes by rebutting the presumption raised u/s.118 of the Negotiable Instruments Act. When with reference to the same, the defendant has not placed any material or proof whatsoever, it is thus found that the promissory notes are supported by full and valid consideration as recited therein and as pleaded and established by the plaintiff and in such view of the matter, it is found that the plaintiff is entitled to recover the suit amount from the defendant as prayed for.

18.Now, according to the plaintiff, despite several demands and the issuance of the notice, the defendant has not paid the borrowed sum. The pre-suit notice issued by the plaintiff has been marked as Ex.A3. The defendant has not disputed the receipt of the same. Till the institution of the suit, the defendant has not sent any reply. Only after the institution of the suit, it is found that on 19.04.1999, the defendant has sent a reply to the plaintiff's husband and not to the plaintiff as such. Be that as it may, in the said reply notice marked as Ex.B1, the defendant has not pleaded in specific that the plaintiff's husband had materially altered the suit promissory notes by altering the quantum of consideration in the same. When the defendant had failed to establish that he had entrusted six promissory notes to the plaintiff's husband each for Rs.10,000/-, there is no question of the plaintiff's husband making use of the said promissory notes in the name of his wife for the suit amount. It is thus found that the plea of material alteration, as projected by the defendant, is found to be unacceptable and made only with a view of avoid the payment of amount received by him, under the suit promissory notes one way or the other. All along, it is the specific case of the plaintiff that the defendant had received Rs.19,000/- and Rs.16,000/- under Exs.A1 and A2 promissory notes. In such view of the matter, when the recitals found in the suit promissory

notes Exs.A1 and A2, written in numbers and words seen cumulatively, it is found that they are executed only for the consideration which had been mentioned in the said promissory notes. In such view of the matter, when the defendant had failed to establish the entrustment of the promissory notes to the plaintiff's husband each for Rs.10,000/-, the question of making use of the said promissory notes and creating the suit promissory notes by altering the quantum of consideration by way of material alteration, does not arise and it is found that the above plea of material alteration is found to be of no substance and accordingly, it is seen that the defendant is unable to substantiate the same with acceptable proof and evidence.

19. The Courts below, during the course of their judgments seem to have discussed the case involved also on the footing that the holder or the holder in due course of the promissory notes are entitled to fill up the inchoate instruments and accordingly discussed the subject matter with reference to section 20 the Negotiable Instruments Act. However, in view of the above discussions, it is found that the invocation of section 20 the Negotiable Instruments Act does not apply and irrelevant as far as the present case is concerned. When it is found that the plaintiff as the holder of the suit promissory notes executed in her name by the defendant for the consideration received as mentioned therein and entitled to the possession thereof, is legally entitled to recover the amount due thereon from the defendant. Accordingly, it is noted that the plaintiff is entitled to maintain the suit against the defendant for the recovery of the sum as pleaded. In such view of the matter, the arguments put forth by the defendant's counsel that the Courts below had confused themselves as regards the concept of the holder or the holder in due course of the promissory notes as the case may be and also confused themselves as regards the invocation of section 20 of the Negotiable Instruments Act and thereby contended that substantial questions of law with reference to the same, arise for consideration in this second appeal. In my considered opinion, the above arguments do not at all merit any consideration in this matter as it is found that the plaintiff as the holder of the promissory notes is entitled to recover the amount from the defendant, as she has clearly established the receipt of consideration by the defendant under the suit promissory notes and the execution thereof by the defendant, by adducing acceptable and reliable and trustworthy evidence by way of examining herself as P.W.1, the attesor as P.W.2 and the scribe as P.W.3. As above pointed out, when the evidence of P.Ws.1 to 3 are found to be totally unassailable and fully reliable and acceptable and when there is no material placed on record to sustain the defence version in any manner as projected and when the plea of material alteration also do not have any

relevance to the suit promissory notes as such as the defence version with reference to the same has not been established in any manner, in my considered opinion, there is no question of law much less any substantial question of law involved in this second appeal. The substantial questions of law formulated in the second appeal do not arise for consideration as such and therefore they are not required to be answered for the disposal of this second appeal.

20. Counsel for the defendant in support of his various contentions placed reliance upon the decisions reported in

- (1)2006 (6) SCC 39 [M.S.Narayanan Menon Vs. State of Kerala]
- (2)1989-1-LW 552 (DB) [Kanthirathinam Vs. Sajjadi Begum]
- (3)1995 -2-LW 719 [Chidambaram Vs. P.T.Ponnusamy]
- (4)2016 (2) Crimes 52 SC [Pre Sagar Manocha Vs. State (NCT of Delhi)]
- (5) (Judgment of High Court of Madras in S.A.No.2198 of 2004 dated 03.09.2012 [Narayanan Servai Vs Seenuammal]
- (6)Judgment of High Court of Madras in C.S.No.40 of 2011 dated 09.01.2017 [K.Rajendra Kumar Jain Vs. Jayanthi & Others]
- (7)2011 (4) SCC 726 [Tatimapula Naga Raju Vs. Pattem Padmavathi]
- (8)2015 (1) MLJ 1335 [A.Thirumoorthy Vs. S.Bastin]
- (9)LW 386 [Ramraj Vs. Narasimha Dass Gounder]
- (10)AIR 1960 AP 121 [Vakkalagadda Kondiah Vs. Channam Chetty Puliah]
- (11)AIR 1986 AP 120 [Jayanthilal Goel Vs. Zubaida Khanum]
- (12)AIR 1961 MP 62 (DB) [Narayanprasad Rai Gokulprasad Rai Vs. Ghyanshyamlal]
- (13)Judgment of Madras High Court in A.S.No.549 of 2008 dated 08.11.2016 [G.Vasantha Vs. Sri Maharaj Kailash Benefit Fund Ltd]
- (14)AIR 1953 BOM 290 (DB) [Tarachand Kevalram Vs. Sikri Brothers]
- (15)1982 (1) MLJ 431 [Ramiah Thevar Vs. Balasundaram]
- (16)AIR 1992 MAD 346 [kadarkarai Reddiar Vs. Arumugam Nadar]
- (17)Judgment of Madras High Court in S.A.No.457 of 2007 dated 02.01.2012 [Mangayarkarasi Vs. Natarajan]
- (18)A.I.R 1952 ALL 590 (DB) [Durga Shah Mohanlal Bankers Vs. Governor General in Council]
- (19)AIR 1991 SC 441 [Ponnappa Moothan Sons Vs. Catholic Syrian Bank Ltd]
- (20)AIR 1957 Orissa 153 (SB) [Braja Kishore Dikkshit Vs. Purna Chandra]
- (21)AIR 1979 ALL 253 (SB) [Madhya Bharath Khadi Sangh Vs. Bal Kishen Kapoor]
- (22)2000(99) Comp Cases 229 (Orissa) [Ranjit Raj & Anr Vs. Pukharaj Jain]
- (23)2005(127) Comp Cases 142 (Delhi) [Morpen Finance Ltd Vs. RBI]
- (24)1995-2-LW 719 [Chidambaram Vs. P.T.Ponnussamy]

- (25)1997 - 1- LW 843 [Talamalai Chetty Vs. Rathinasamy]
(26)2002-2-LW 692 [Samikannu Naicker Vs. Sigamani]
(27)2002 - 2- LW 845 [K.Mani Vs. Elumalai]
(28)2001(3) MLJ 1753 [Malar Finance Corporation Vs. Pandurangan]
(29)Judgment of High Court of Madras in S.A.Nos.280 to 285 of 1998 dated 30.06.2011 [Kuppayammal Vs. Sitheswaran and Others]
(30)1997 - 1- LW 474 [A.Irudayasamy Vs. Perumal Naidu]
(31)AIR 1983 MAD 368 [Sesharal Bafna Vs. V.C.Subramanian]
(32)1993 - 2- LW 505 (DB) [Sesharal Bafna Vs. V.C.Subramanian]
(33)1962 (1) MLJ 306 [M.P.Rm.Irulandi Mudaliar Vs. Syed Ibrahim]
(34)MANu/BH/0075/1940 (PATNA) (DB) [Hridaya Singh Vs. Kailash Singh]
(35)AIR 1954 MAD 532 (SB) [S.Ahmed Ibrahim Vs. D.Ramadas]
(36)2014 (16) Supreme Court Cases 623 [Sundeeep Kumar Bafna Vs. State of Maharashtra and Another]
(37)2012 (4) Supreme Court Cases 516 [Rattiram and Others Vs. State of Madhya Pradesh through Inspector of Police]

The principles of law outlined in the above said decisions are taken into consideration and followed as applicable to the facts and circumstances of the present case at hand.

21.In the light of the above discussions, I do not find any reason to interfere with the reasonings and conclusions of the Courts below for upholding the plaintiff's case and rejecting the defence version and in such view of the matter, the second appeal is found to be devoid of merits and dismissed with costs. C.M.P.2403 of 2018 is dismissed. Consequently, connected miscellaneous petition, if any, is closed.

Sd/-
Asst.Registrar (CS II)

/true copy/

सत्यमेव जयते
Sub Asst. Registrar

To

1.The Principal District Judge,
Principal District Court,
Tiruvannamalai.

2.The Sub-ordinate Judge,
Sub Court,
Arani.

3.The Section Officer,
VR Section,
High Court.(2 copies)

+1cc to M/s.R.Tholgappian, Advocate sr.no.20532

Pre-delivery judgment made in
S.A.No.721 of 2003

cnr(co)
nr 19/04/2018



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