

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07.03.2018

CORAM

THE HONOURABLE MR. JUSTICE S.MANIKUMAR
AND
THE HONOURABLE MR.JUSTICE M.GOVINDARAJ

W.P.NO.26469 OF 2016
AND CONNECTED MISCELLANEOUS PETITIONS

Kothari Industrial Corporation Limited
Rep. by its Chairman and Managing Director
Mr.Pradip D. Kothari
114, Mahatma Gandhi Salai,
Kothari Buildings, Nungambakkam,
Chennai - 600 034. ... Petitioner

VS.

1. HDFC Bank Limited
Represented by its General Manager
Head, Mariam Centre, III Floor,
No.751-A, Anna Salai, Chennai - 600 002.
2. The Presiding Officer
Debts Recovery Tribunal - I
Anna Salai, Chennai - 1.
(R2 - impleaded as per order dated
17.08.2016 in WMP No.24791 of 2016
in W.P.No.26469 of 2016)
3. Gemini Iron and Steel Pvt. Ltd.,
Rep. by its Managing Director
No.73, Pantheon Road,
Egmore, Chennai - 600 008.
(R3 - impleaded as per order dated
16.08.2016 in WMP No.24308 of 2016
in W.P.No.26469 of 2016) ... Respondents

PRAYER:

Writ Petition filed under Article 226 of the Constitution of India praying for issuance of Writ of Certiorari, to call for the records culminated in the order dated 29.06.2016 passed by the Hon'ble DRT-1, Chennai, in memo dated 18.06.2016 in O.A.No.925 of 2000 and quash the same.

For Petitioner : Mr.P.V.Balasubramaniam
for Mr.T.Mahendran

For Respondent-1 : Mr.Suresh

O R D E R
(ORDER OF THE COURT WAS MADE BY M.GOVINDARAJ, J.)

The present writ petition is directed against the order passed by the Debts Recovery Tribunal - I, Chennai, dated 29.06.2016 in Memo dated 18.06.2016 in O.A.No.925 of 2000.

2. Originally, in the year 1996, the petitioner had availed term loan of Rs.5 Crores from Times Bank Limited. By the end of 1998, the petitioner repaid 50% of the borrowed amount and the balance was to be paid. While the matter stood thus, the Times Bank Limited was taken over by the first respondent / HDFC Bank Ltd. The first respondent, in the year 2000, initiated recovery proceedings, by filing O.A.No.925 of 2000, before the Debts Recovery Tribunal-I, for recovery of a sum of Rs.3,44,62,144.80, with future interest. The petitioner admitted the liability to an extent of Rs.2.35 Crores and contested the excess amount demanded. While the Original Application was pending before the Tribunal, an interim Debt Recovery Certificate in DRC No.259 of 2002 was issued for an admitted amount of Rs.2.35 crores. The petitioner paid a sum of Rs.55,00,000/- towards interim recovery certificate.

3. In the year 2006, the petitioner entered into a Memorandum of Understanding with one Subuthi Finance Limited for settling the debts to the Banks. During the same time, the first respondent assigned the debt along with the securities covered in O.A.No.925 of 2000 to one Bekey Properties (P) Ltd., through an assignment deed dated 08.11.2006 for a consideration of Rs.4,50,00,000.00. The assignment was accepted by the petitioner and given an undertaking that they will not challenge the assignment.

4. While the matter stood thus, on 31.03.2009, the Original Application before the Tribunal was dismissed for default. Later, at the instance of the assignee, the respondents had taken steps to restore the proceedings before the Tribunal and accordingly, on 21.05.2009, applications were filed by the first respondent to restore the Original Application, in I.A.Nos.64 and 1935 of 2009. During the pendency of the interlocutory application to restore the Original Application, the assignee filed a suit in C.S.No.468 of 2011 before this Court for recovery of the amount due and payable by the petitioner. Both the Original Application and the Civil Suit were proceeded

simultaneously for the recovery of the same debt. On 12.01.2012, the interlocutory application, to restore the Original Application was allowed and O.A.No.925 of 2000 was taken on file by the Debts Recovery Tribunal. Though the debt was assigned, the applicant Bank continued the recovery proceedings. On 05.03.2012, the petitioner filed I.A.No.98 of 2012 for passing final orders in O.A.No.925 of 2000 and sought for remission of pendent lite interest.

5. On 01.02.2013, the Debts Recovery Tribunal, directed the petitioner to bring a demand draft for the claim amount in the Original Application, with 10% interest. But the assignee filed a transfer application before this Court in Transfer Application No.732 of 2013 seeking transfer of the Original Application in O.A.No.925 of 2000 pending before the Tribunal to be tried along with the civil suit in C.S.No.468 of 2011 on the file of this Court. The proceedings could not continue and became still.

6. It is also important to note that an impleading application vide I.A.No.44 of 2013 was filed by the assignee to implead him as a party before the Debts Recovery Tribunal in O.A.No.925 of 2000. But the impleading application was dismissed on 10.06.2016. The assignee had also obtained a direction from this Court in C.S.No.468 of 2011 for deposit of monthly rentals to the suit account on 04.08.2014. Against the direction issued by this Court, dated 04.08.2014, to deposit rentals, the petitioner preferred an appeal, in O.S.A.No.251 of 2014. A Hon'ble Division Bench of this Court disposed of O.S.A.No.251 of 2014 on 31.10.2014, with an observation that the petitioner can move an application to appropriate the rent to be deposited to the credit of the proceedings initiated by the Bank, before the Debts Recovery Tribunal in O.A.No.925 of 2000.

7. While the matter stood thus, the first respondent filed a Memo on 25.02.2015 for withdrawal of O.A.No.925 of 2000 pending before the Tribunal with liberty to revive the Original Application as and when required in future. Since I.A.No.98 of 2012 dated 05.03.2012 filed by the petitioner submitting themselves to the decree was pending, the Debts Recovery Tribunal rejected the Memo by an order dated 08.05.2015 with a show cause notice as to why the plea of the petitioner should not be considered to allow the Original Application with pendent lite interest at the rate of 10% per annum. Against which, both the assignee as well as the first respondent / Bank have filed appeals before the Debts Recovery Appellate Tribunal and the same are still pending.

8. While so, the assignee moved a writ petition in

W.P.No.14848 of 2016 before this Court for staying all further proceedings in O.A.No.925 of 2000 and also for a direction to the Debts Recovery Appellate Tribunal to dispose of all the appeals filed by them.

9. During the pendency of the said writ petition, the first respondent filed another memo dated 18.06.2016 for withdrawal of O.A.No.925 of 2000 without liberty to initiate further proceedings. The Debts Recovery Tribunal has passed an order dated 29.06.2016 allowing the first respondent to withdraw the recovery proceedings and directed to file application for return of title deeds. The said order is under challenge in the present writ petition.

10. During the pendency of the writ petition, the assignee, namely Bekae Properties (P) Ltd., (formerly known as Bekey Properties (P) Ltd.,) has filed a miscellaneous petition in W.M.P.No.25587 of 2016 to implead themselves as a party to the writ petition. In W.M.P.No.24308 of 2016, M/s.Gemini Iron and Steel Private Limited, Chennai, who has offered to clear all the debts on behalf of the petitioner has been added as a party at the instance of the petitioner. As per directions of this Court, Presiding Officer, Debts Recovery Tribunal - I, has been impleaded.

11. Record of proceedings shows that at the time of admission, this Court granted an order of interim stay on condition that the petitioner shall deposit the outstanding amount, as calculated by him, a sum of Rs.7,09,00,000.00 on or before 12.08.2016. The petitioner has filed a petition to extend the time for deposit of Rs.5,82,28,760/- after appropriating the rent deposited by them, as per the directions of this Court in C.S.No.468 of 2011, to the tune of Rs.1,26,71,240/-. These petitions are also pending. The matter is taken up for final disposal.

12. We have heard the submissions made on either side and perused the materials available on record.

13. The issues to be considered in this writ petition are that :

(i) Whether the writ petition is maintainable or not ?

(ii) Whether the impugned order dated 29.06.2016 passed by the Debts Recovery Tribunal is sustainable in law or not ?

(iii) Whether the assignee is a necessary party

to the proceedings or not ?

14. The Hon'ble Supreme Court in its judgment in L.CHANDRA KUMAR VS. UNION OF INDIA AND OTHERS [1997 (3) SCC 261] has held that the power of judicial review is an integral and essential feature of the Constitution. Whenever the Tribunal or judicial forum commits an error or the proceedings are conducted irregularly, it is open to the High Court to exercise its power under Articles 226 and 227 of the Constitution of India. Therefore, the writ petition is maintainable and issue No.1 is answered accordingly.

15. In so far as issue No.3 is concerned, the Tribunal has given a finding and that the same is pending in appeal before the Debts Recovery Appellate Tribunal. We refrain ourselves from interfering with the jurisdiction of the appellate forum by giving a finding.

16. In so far as issue No.2 as to the validity of the order impugned is concerned, it has a chequered history.

17. The petitioner has borrowed a sum of Rs.5 Crores from Times Bank Limited and Bank had been taken over by the first respondent / HDFC Bank Ltd., and recovery proceedings were initiated for a sum of Rs.3,44,62,144.00 before Debts Recovery Tribunal in O.A.No.925 of 2000 with future interest. The petitioner / defendant admitted its liability to the tune of Rs.2.35 Crores. During the year 2006, the debt along with securities were assigned to one Bekey Properties (P) Ltd. The entire issue revolves around the recovery proceedings vide O.A.No.925 of 2000. At the first instance, the first respondent Bank filed a memo dated 25.02.2015 to withdraw O.A.No.925 of 2000 with liberty to revive the Original Application as and when required in future. This is obviously after the assignment of the debt in favour of the assignee on 08.11.2006 that is to say after a period of nine years. In the meanwhile, the Original Application was dismissed for default on 31.03.2009 after about four years. It was restored at the instance of the assignee, by an order dated 12.01.2012. The first respondent Bank has also submitted before the Debts Recovery Tribunal that in spite of the assignment, they preferred to continue the proceedings on their own. Thereby, by tacit consent of the assignee, the assignor Bank continued the recovery proceedings on assignee's behalf.

18. As stated earlier, the continuance of the proceedings by the Bank was not disputed by the assignee till 2015. But the assignee has filed a suit in the year 2011, on the same cause of action, for recovery of the money from the petitioner, in C.S.No.468 of 2011, before this Court. Thus, both the

proceedings were conducted simultaneously. On the one hand, the Bank is continuing the recovery proceedings initiated in the year 2000 and on the other, the assignee had initiated this recovery proceedings through suit in the year 2011. During the pendency of the suit, the assignee has filed an impleading application in I.A.No.44 of 2013 before the Debts Recovery Tribunal to add him as a party to the same. It was dismissed on the ground that is not a Banking Institution notified as per RBI Act by an order dated 10.06.2016. The said impleading petition came to be filed after two years after instituting the suit.

19. Thereafter, the first respondent has filed a memo dated 18.06.2016 for withdrawing O.A.No.925 of 2000, with liberty to revive in future. The Debts Recovery Tribunal has considered the memo filed by the Bank in extenso and passed an order on 08.05.2015. In that order, the conduct of the assignee and the Bank has been elaborately discussed, that in spite of the assignment by the Bank in favour of the assignee, the deed of assignment was not produced before the Tribunal to establish the status of the assignee under the definition of "financial institution" so as to maintain the Original Application before the Tribunal, by substituting it in the place of the Bank. After repeated directions only, the deed of assignment has been produced before the Tribunal and later, the impleading petition was dismissed. In the meanwhile, the Original Application was also allowed to go for dismissal for default. At the instance of the assignee, the Original Application has been restored on the file of Debts Recovery Tribunal. The petitioner has filed an interim application in I.A.No.98 of 2012. The petitioner had also filed a counter proof affidavit submitting to the decree in O.A.No.925 of 2000 and sought for remission of pendent lite interest. They have also filed a memo of calculation, by which, the total claim amount payable as on 28.02.2015 was Rs.7,09,30,279.00, which the petitioner offered to settle. But by various other proceedings initiated by the Bank as well as the assignee, the issue was not settled and the matter is pending without reaching finality.

20. The Tribunal negatived the claim of the Bank to withdraw the Original Application by its order dated 08.05.2015, relying on the following judgments of the Hon'ble Supreme Court:

"BAKHTAWAR SINGH AND ANOTHER VS.SADA KAUR
AND ANOTHER [AIR 1996 SC 3488]

"8.....The question, therefore, that arises for our consideration is whether the plaintiff's appellants were permitted to withdraw the suit in a accordance with the provisions contained in clause (3) of Order

XXIII, rule 1 of the Code and whether in the facts and circumstance of the present case the plaintiffs appellants are entitled for exclusion of the time under Section 14 of the Act, Clause (3) of Order XXIII rule 1 of the Code contemplates that where the Court is satisfied (a) that a suit must fail by reason of some formal defect, or (b) that there are sufficient grounds for allowing the plaintiff to institute a fresh suit for the subject matter of the suit or part of a claim, it may on such terms as it thinks fit, grant the plaintiff permission to withdraw from such suit or such part of claim with liberty to institute a fresh suit in respect of subject matter of such suit or such part of the claim. In the present case all the courts below including the High Court concurrently found that the plaintiffs/appellants failed to produce any evidence to show that the permission to withdraw the suit was given on the ground that the suit was bound to fail by reason of some formal defect or there were sufficient grounds for allowing the plaintiffs to institute a fresh suit in respect of the same subject matter. Not only this the plaintiffs had not even produced the application which is said to have been filed for withdrawal of the earlier suit with permission to file a fresh suit on the same cause of action to show as to what was the formal defect in the earlier suit by reason of which it was sought to be withdrawn."

THE EXECUTIVE OFFICER, ARTHANARESWARAR
TEMPLE VS. R.SATHYAMOORTHY AND OTHERS [AIR 1999
SC 958]

"14.It is true that in a large number of cases decided by the High Courts, it was held while dealing with applications under Order 23, Rule 1, CPC, that if an appeal was preferred by an unsuccessful plaintiff against the judgment of the trial Court dismissing the suit and if the plaintiff appellant wanted to withdraw not only the appeal but also the suit unconditionally, then such a permission so far as the withdrawal of the suit was concerned, can be granted if there was no question of any adjudication on merits in favour of the defendants by the trial being nullified by such withdrawal. On the other hand, if any such

findings by the trial court in favour of the defendant would set nullified, such permission for withdrawal of the suit should not be granted. "

K.S.BHOOPATHY AND OTHERS VS. KOKILA AND OTHERS [2000 (3) SCR 1168]

"17...From the facts and circumstances of the case as emanating from the judgments of the trial court and the first appellate court it is clear that the plaintiffs realised the weakness in the claim of exclusive right of user over the property and in order to get over the findings against them by the first appellate court they took recourse of Order XXIII Rule 1(3) CPC and filed the application for withdrawal of the suit with leave to file fresh suit. The High Court does not appear to have considered the relevant aspects of the matter. Its approach appears to have been that since the interest of the defendants can be safeguarded by giving them permission for user of the pathway till adjudication of the controversy in the fresh suit to be filed, permission for withdrawal of the suit as prayed for can be granted. Such an approach is clearly erroneous. It is the duty of the Court to feel satisfied that there exist proper grounds/reasons for granting permission for withdrawal of the suit with leave to file fresh suit by the plaintiffs and in such a matter the statutory mandate is not complied by merely stating that grant of permission will not prejudice the defendants. In case such permission is granted at appellate or second appellate stage prejudice to defendant is writ large as he loses the benefit of the decision in his favour in the lower court.

18.For the reasons discussed in the foregoing paragraphs we have no hesitation to hold that the impugned order is unsustainable. Accordingly the appeal is allowed with costs. The order of the High Court dated 21.8.1998 granting permission for withdrawal of the suit with permission to file fresh suit is set aside. The High Court will now proceed to dispose of the second appeal in accordance with law."

and held as under:

"Having gone through the submissions made by both sides and submissions made by the applicant bank counsel before this tribunal on 20.12.2012, the applicant bank has chosen to go on with the present application as if there is no assignment in favour of the assignee, during which time the defendants have also submitted to this tribunal that they are ready to settle the dues provided the tribunal considers remission in interest and a calculation sheet is also filed by the defendants as mentioned above agreeing to pay a sum of Rs.7,09,30,279/- as on February, 2015. In such an event, at this juncture, this tribunal is not considering the memo of the applicant bank to withdraw the OA without filing an application for dismissal of the OA as dues, this tribunal is driven to conclude that the balance of equity lies in favour of the defendants having contested the matter for 15 long years before this tribunal and when they are eager to pay the dues, by submitting to the decree with a remission in interest, and also to receive back the documents, this tribunal has to receive any objection from the applicant bank why the plea of the defendants should not be considered to allow them to submit to the decree as prayed for with a pendent lite and future interest at 10%."

21. Thereafter, the first respondent Bank has renewed the request for withdrawal of the suit by its memo dated 18.06.2016. The grounds raised for withdrawal of the suit is that by assignment deed dated 08.11.2006, the debts due and payable by the petitioner was assigned in favour of one Bekey Properties (P) Ltd., Mumbai and that they have filed a Civil Suit before this Court claiming Rs.24,08,00,000.00 with future interest. Memo dated 25.02.2015 was also filed on the very same reason. After considering the factual background, the Debts Recovery Tribunal, refused to consider the request of the plaintiff. The only difference between the memo dated 25.02.2015 and memo dated 18.06.2016 is that at the first instance, Bank sought for liberty to revive the claim and by way of second memo, unconditional withdrawal was sought for. The same Tribunal, which rejected the contention of the Bank for withdrawal of the Original Application, at the first instance by an order dated 08.05.2015, has permitted withdrawal and passed the second order dated 29.06.2016.

22. With this background, the matter has been analysed. From

the record of proceedings of the Debts Recovery Tribunal dated 20.12.2012, it is seen that the Bank wanted to proceed with the matter despite the assignment. In the same proceedings, it is also submitted that substantial amount has been paid to the Bank and also the borrower was ready to submit to a decree. Adjudication dated 20.12.2012, is extracted hereunder:

"20.12.2012

Affidavit of K.V. Bala was filed to be impleaded as a proposed applicant in the present OA. However the same was not pursued thereafter. Moreover the proposed second applicant not being a banking company or a financial institution cannot become an applicant in any proceedings before this Tribunal. Since the same was not pressed for and there is no representation for the petitioner the same was disposed of. Today the counsel for the defendant refer to the additional CPA and affidavit of Mr.Pradeep D.Kothari. Counsel for the applicant bank is present and submitted that they have already assigned the matter to one M/s.Bekey Properties & P. Ltd. Since the applicant's counsel submitted that even though the matter has been assigned he would like to go on with the matter as prayed for in the OA. As per the present additional CPA the defendants have submitted that substantial amount has been paid to the applicant bank and also that they are ready to submit to a Decree. Earlier an interim RC was issued. The applicant counsel to receive instructions as regards to the contentions raised in para 8 of the additional CPA. For submissions of the applicant bank on the additional CPA case be called on 1.2.2013."

23. From a reading of the adjudication and from the conduct of the parties, it could be inferred that even though there was an assignment in the year 2006, the assignee had given its consent to the assignor or first respondent Bank to continue with the recovery proceedings. It only means that ignoring the assignment deed, by a tacit understanding, the first respondent Bank was asked to pursue the recovery proceedings, as if there is no assignment. The reason for the said arrangement is quiet obvious that the impleading petition filed by the assignee has been dismissed as it was not a financial institution and cannot maintain any proceedings before the Debts Recovery Tribunal. Therefore, the assignee has accepted for continuation of the proceedings on their behalf through the assignor. This fact has

been considered by the Tribunal while disposing of the previous memo dated 25.02.2015.

24. Secondly, as stated above, the petitioner / defendant has paid substantial amount towards interim recovery certificate. The payments were not denied. On the same date, viz., 20.12.2012, the petitioner has submitted to a decree. Therefore, it is obvious that the first respondent was in an advantageous position to secure the entire loan amount for more than one reason. Thirdly, they cannot maintain simultaneous proceedings on the same cause of action. Sections 17 and 18 of RDB Act 1993, specifically bars the financial institutions from filing suits. By permitting the Bank to continue the recovery proceedings, the assignee has waived his right to sue. In such circumstances, maintainability of the subsequent Civil Suit itself is a question to be answered. Since the money sought to recovered, is public money, in the interest of justice, recovery proceedings shall not be allowed to abate. At the same time, it is advantageous to the petitioner / defendant also, who having paid substantial amount and filed an application submitting himself to the decree, to clear his debts for the quantified amount. The fourth respondent, who offered to remit the money at any time, has put the petitioner in an advantageous position. While withdrawing the Original Application, the right accrued in favour of the petitioner shall not be frustrated and deprive him of the accrued right. Considering the above aspect of the matter, the Court issued show cause notice to the first respondent as to why the remission of pendent lite interest @ 10% should not be considered ? Even before the conclusion of the proceedings, the Tribunal ought not to have entertained the Memo for withdrawal. More so, in public interest and in the interest of justice, the memo filed for the unconditional withdrawal of recovery proceedings, shall not be permitted and the order passed by the Debts Recovery Tribunal is unsustainable.

25. To be precise, the Debts Recovery Tribunal had come to a conclusion that the first respondent Bank is entitled to get a decree for the claim subject to the remission of interest. Therefore, on 20.12.2012, the matter has almost reached its finality, with a little concession, as to interest pendent lite. By submitting to a decree, the petitioner / defendant was certainly put in an advantageous position, for settling the dispute amicably.

26. While the matter stood thus, by various applications and legal proceedings, the assignee thought that the settlement does not go through. The proceedings dated 20.12.2012, as stated supra, will be nullified by withdrawing the suit depriving the advantageous position of the defendant. In such circumstances, withdrawal of the memo cannot be considered and it was rightly

decided by the Tribunal at the first instance by its order dated 08.05.2015.

27. But, at the second instance, while the appeal against that order is pending before the Debts Recovery Appellate Tribunal, the Tribunal has hastily permitted the first respondent to withdraw the Original Application. There are no reasons assigned for varying from its earlier decision. The Tribunal has considered the bonafide of the memo submitted by the first respondent. By decreeing the suit the defendant will be discharged from the liability of payment of Rs.7,09,00,000.00. On the other hand, the assignee has filed the suit on the same cause of action before this Court for a claim of Rs.25 Crores approximately. Therefore, malafide is writ large that both the first respondent and the assignee attempt is to take away the advantageous position of the defendant for the purpose of extracting exorbitant amount. In such circumstances, first order passed on merits on the same issue on the same cause of action, between the same parties, during the pendency of the appeal will operate as res judicata against the second order. More so, it is without change of circumstances. Therefore, the order dated 29.06.2016 permitting the first respondent to withdraw the Original Application for an ingenuous reason that no prejudice would be caused to the right of redemption to the petitioner/defendant is erroneous and unsustainable.

28. It is seen that due to certain developments, the petitioner was directed to approach the Debts Recovery Tribunal, for appropriation of rent towards the debts due to the Bank and has withdrawn the suit for redemption unconditionally. In such circumstances, we have no hesitation to hold that the assignee with a tacit understanding with the first respondent has permitted the first respondent Bank to continue the proceedings, as if there is no assignment deed at all. The first respondent Bank also pursued the matter during which course, the petitioner / defendant had submitted to a decree. They have also paid substantial amount towards the claim pursuant to the interim debt recovery certificate. Having acted upon the promises and received the substantial amount, the first defendant is entitled to get the dispute settled by way of a decree for the balance amount. Such an advantageous position cannot be taken away by withdrawing the Original Application, on the basis of a simultaneous suit, the maintainability of which is under cloud is against the public interest of recovering public money and is illegal.

29. Secondly, while the previous decision is sub judice before the appeal forum, the same Debts Recovery Tribunal has hastily passed orders, which is erroneous, illegal. Even assuming that there is no bar for passing a second order on the

same cause of action, there are no reasons stated about the change of circumstances to differ from the findings.

30. In such circumstances, the memo seeking permission to withdraw the Original Application after receiving money pursuant to the interim debt recovery certificate issued by the Tribunal is contrary to the well settled principles. Therefore, the order dated 29.06.2016 passed in Memo dated 18.06.2016 in O.A.No.925 of 2000 by the second respondent / Debts Recovery Tribunal - 1, Chennai, is not sustainable and accordingly, set aside.

31. In fine, the writ petition is allowed. No costs. Impleading petitions in WMP Nos.25431, 25435, 25587 and 25588 of 2016 are dismissed. Miscellaneous petitions in WMP Nos.22683, 24309 and 24310 of 2016 are closed. Consequently, connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar(CS VIII)

//True Copy//

Sub Assistant Registrar

TK

To

1. The General Manager
HDFC Bank Limited
Head, Mariam Centre, III Floor,
No.751-A, Anna Salai,
Chennai - 600 002.
2. The Presiding Officer
Debts Recovery Tribunal - I
Anna Salai,
Chennai - 1.

+2ccs to Mr.Suresh , Advocate, S.R.No.17469

SSV(CO)
CS/10/04/18

W.P.NO.26469 OF 2016