



2. The General Manager
Telecom, BSNL
Gandhi Road, Erode 1.

..Respondents 1 & 2/Appellant

3. Telecommunications Consultant India Ltd.
represented by the Senior General Manager
24, Chakkarapani Street, I floor
West Mambalam, Chennai 24.

...Respondent 3/Respondent

Prayer in First Appeal: First Appeal filed under Section 96 of Civil Procedure Code, against the judgment and decree dated 06.09.2007 passed by the Principal District Judge, Erode District, Erode, in O.S.No.189 of 2005.

For Appellants : Mr.M.S.Velusamy

For Respondents: Mr. S.Parthasarathy, Senior Counsel
for M/s. V.S.Kesavan for R1
Ms.R.Rathnathara for R2.

Prayer in Cross Objection: Cross Objection filed under Order 41 Rule 22 of CPC, against the judgment and decree dated 06.09.2007 passed by the Principal District Judge, Erode District, Erode, in O.S.No.189 of 2005.

For Cross Objector : Mr. S.Parthasarathy, Senior Counsel
for M/s. V.S.Kesavan

For Respondents : Mr.M.S.Velusamy
Mr.R. Rathna Kumar for R3

JUDGMENT

Aggrieved over the judgment and decree dated 06.09.2007 passed in O.S.No.189 of 2005 on the file of the Principal District Court, Erode, the defendants 1 and 2 have come forward with the appeal.

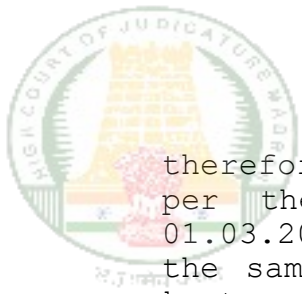
2. For the sake of convenience, the parties are referred to as per their rankings in the trial court.

3. Suit for recovery of money.

4. The case of the plaintiff, in brief, is that it is a partnership firm engaged in contractual works such as laying optic fibre cables, microwave tower installations, transmission equipments installations, etc., and also engaged in other contract works in civil, supply of materials like RCC half and full pipes, etc., and the first defendant is required to install and maintain telecommunication works in Tamilnadu Circle and the



second defendant is the General Manager, Telecom, Erode and the third defendant is the telecommunication consultants India Ltd., Government of India Enterprise and it undertakes telecommunication development and maintenance works with pre-approved rates on turn key basis by the first defendant and it is further stated by the plaintiff that it is the contractors of Government and private concerns for trenching, laying HDPE pipe and pulling of optic fibre cable and according to the plaintiff the third defendant offered tenders on behalf of the defendants 1 and 2 for the abovesaid works of Odiyur Telephone exchange under project No. ERD/F2/97 and the plaintiff was given the said contract work as a tenderer and accordingly, the trenching and laying of HDPE pipe and pulling of optic Fibre (OF) cable from Kangayam Telephone exchange upto 7050 meter along Kangayam-Dharapuram road under the abovesaid project and the work was entrusted to the plaintiff and the estimated cost and the time allowed to complete the work is three months and the above agreement had been signed on 05.08.1998 and after the preparation of the route index diagram incorporating the depth of trench of 10 meters distance, it has to be completed crossing galvanised iron pipes, culvert, bridges, Nalla crossing, rocky portions, etc., and the handing over the route by the third defendant and taking over the route by the defendants 1 and 2 was also contemplated and accordingly, the plaintiff started the work after receiving the store materials on 20.09.1998 and even before the same, excavation work was started, however, the same could not be progressed due to stoppage of work by the Highways authorities and as per the agreement it is only the defendants 1 and 2 who should obtain the permission of Highways department and there has been delay in the obtainment of the abovesaid permission and hence the defendants 1 and 2 are responsible for the delay caused with reference to the same qua the implementation of the work entrusted to the plaintiff and further according to the plaintiff, acceptance testing was done on 15.02.1999 and the remarks on acceptance testing was not supplied to it immediately and on 10.03.1999, the plaintiff wrote a letter to the third defendant to forward the testing remarks, which was received on 13.03.1999 and after collecting the same, the necessary raw materials were provided and the testing officers had cleared the route, but due to non availability of optic fibre cable from the defendants 1 and 2 not supplied till 25.11.1999, the same was supplied on 25.11.1999 and the work was completed only on 28.11.1999. The third defendant had paid 30% advance i.e. Rs.2,56,974/- on 16.10.1998 and subsequently, the payment of Rs.11,66,374/- was released deducting the earlier payment paid on 05.03.1999 and after the completion of the cable pulling on 28.11.1999, the plaintiff claimed 95% of the claim and the third defendant paid 75% on 31.03.1999 and the defendants' field officers had also signed in the sheets based on physical verification and



therefore, the defendants are liable to pay the full amount as per the agreement and the plaintiff claimed 95% bill on 01.03.2000 and 100% on 28.03.2000 from the third defendant, but the same has not been paid and the abovesaid payment has been kept pending by the defendants without any basis and the defendants have also recovered some amount for some other works completed by the plaintiff to the tune of 91,335/, Rs.1,58,578 and the abovesaid deductions are illegal and furthermore, according to the plaintiff during the trenching work, it was noted that the soil was rocky and has to be blasted with the explosive and on account of the failure of the defendants in obtaining the prior permission for the same, the delay in the completion of the work has occurred and the delay is only on account of the defendants as abovestated and hence according to the plaintiff, the defendants are jointly and severally liable to pay the suit amount with interest at the rate of 12% per annum and accordingly laid the suit.

5. The defendants 1 and 2 resisted the suit contending that the suit laid by the plaintiff is not maintainable either in law or on fact. There is no privity of contract between the plaintiff and the defendants 1 and 2 and the defendants 1 and 2 are not responsible in any manner for the payment of the suit amount to the plaintiff and there is no direct contract between the plaintiff and the defendants 1 and 2 and the contract of the plaintiff is only with the third defendant and as there is a dispute between the parties regarding the payment of wrong and excess claim and the joint committee inspection was conducted and the abovesaid dispute is pending before the arbitrator concerned and hence, according to the defendants, there is no cause of action for the plaintiff to institute the suit against them and furthermore, it is also pleaded by them that this court does not have the territorial jurisdiction to entertain the suit and the suit ought to have been filed at Chennai or New Delhi and accordingly prayed for the dismissal of the suit.

6. The third defendant contended by way of the written statement that the plaintiff's suit is barred by limitation and that the third defendant is the consultancy organisation for carrying the works on behalf of the defendants 1 and 2 and the work in question was also entrusted to the third defendant by the defendants 1 and 2 and only on behalf of the second defendant, the tender was called for on conditions and the second defendant constituted the committee for negotiations with the plaintiff regarding the conditions and it was agreed that the work should be entrusted to the plaintiff and be completed within three months and the third defendant is not aware of the permission to be given by the Highways authorities for the execution of the work. The delay in the execution of the work was only due to the plaintiff and the plaintiff has to bear the



responsibility for the same and the third defendant provisionally paid Rs.2,56,974/- on 16.10.1998 and based on the final actual measurements, the final bill has to be settled. The third defendant has paid 75% of the bill amount. There is no dispute regarding the payment of the final bill. Due to the revision of the type of soil, Rs.4,91,158.17 was disallowed by the second defendant and the second defendant has also imposed delay penalty of Rs.1,10,130/- and the above bill is only due to the plaintiff. The third defendant is not responsible for the same. Regarding the soil reclassification, the vigilance committee was formed and the same was actually protested by the third defendant and the abovesaid dispute is pending before the arbitrator and the plaintiff has executed the work only on behalf of the defendants 1 and 2 and the third defendant is not liable to pay any further amount to the plaintiff and after the arbitration, the amount will be paid to the plaintiff as per the determination of the arbitrator and hence prayed for the dismissal as against the third defendant.

7. On the abovesaid pleas put forth by the respective parties, the trial court was pleased to formulate the following issues for consideration:

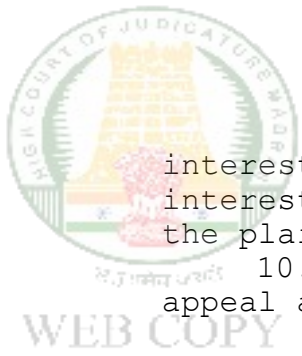
1. Whether there is privity of contract between the plaintiff and the defendants 1 and 2?
2. Whether the plaintiff is entitled to claim suit amount from the defendants 1 and 2?
3. Whether this court has territorial jurisdiction to try the suit
4. To what relief?

Additional issues

1. Whether the suit is barred by limitation?
2. Whether there is delay on the part of the defendants for the execution of the work of the plaintiff?
3. Whether the deductions made by the defendants is correct?

8. In support of the plaintiff's case P.W.1 was examined and Exs.A1 to A27 were marked. On the side of the defendants D.Ws.1 and 2 were examined Exs.B1 to B40 were marked.

9. On consideration of the oral and documentary evidence adduced by the respective parties and the submissions made, the trial court was pleased to hold that the defendants 1 to 3 should individually and collectively pay a sum of Rs.11,35,223/- to the plaintiff with subsequent interest on Rs.7,32,091/- at the rate of 6% per annum from the date of suit till the date of payment with costs, and accordingly disposed of the suit in favour of the plaintiff. Impugning the same, the first appeal has come to be laid by the defendants 1 and 2. Aggrieved over the quantum of



interest awarded by the trial court and claiming that the interest should have been awarded at the rate of 12% per annum, the plaintiff has come forward with the cross objection.

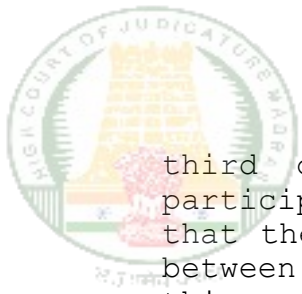
10. The following points arise for determination in this appeal and cross objection:

1. Whether there is privity of contract between the plaintiff and the defendants 1 and 2?
2. Whether the plaintiff is entitled to claim the suit amount from the defendants as prayed for?
3. Whether the trial court has the territorial jurisdiction to entertain the suit preferred by the plaintiff?
4. Whether the suit is barred by limitation?
5. Whether the quantum of interest determined by the trial court for the amount decreed by it is improper and against the law?
6. To what relief the plaintiff / cross objector is entitled to?
7. To what relief the defendants 1 and 2 / appellants are entitled to?

8. To what relief the third defendant is entitled to?

Points No. 1 to 5

11. It is not in dispute that the plaintiff had been entrusted with the work as outlined in the plaint by the third defendant and it is found that before entrusting the work to the plaintiff, it is seen that the communication has been sent to the second defendant's head office marked as Ex.B30 date 15.10.1997 and accordingly, it is found that the execution of the external plant works including digging and cable laying, etc., should be awarded to TCIL/HLL/Rites TEC/TII on various conditions as set out in the abovesaid letter and it is found that as per the abovesaid guidelines issued by the head office of the second defendant, it is found that the third defendant had been directed by the second defendant to call for a tender with reference to the two routes as set out in the letter dated 24.12.1997, which document has come to be marked as Ex.B2 and following the same, it is further seen that the second defendant had written a letter to the third defendant dated 15.01.1998 marked as Ex.B1 calling upon the third defendant to call for short notice tender for the abovesaid work within a particular period of time and following the same, it is seen that the tender had been floated by the third defendant and therefore, considering the abovesaid documents in toto, when it is seen that the tender had been floated by the third defendant only at the instance of the defendants 1 and 2 as above pointed out for the work in question, the defendants 1 and 2 cannot feign ignorance as if they are in no way connected with the tender floated by the third defendant for the completion of the work in question and accordingly, following the tender floated by the



third defendant, it is found that the plaintiff had also participated in the said tender and accordingly, it is found that the plaintiff's tender had been accepted after negotiations between the plaintiff and the defendants 1 to 3 in toto. In this connection, the tender document submitted by the plaintiff to the third defendant has been marked as Ex.B6 and furthermore, it is seen that the agreement had also been entered into between the defendants 2 and 3 with reference to the work in question, which document has come to be marked as Ex.B17 dated 09.04.1998 and from Ex.B3 dated 28.04.1998, it is found that the second defendant had informed the third defendant that with reference to the tender and the acceptance of the same, there will be a negotiation and it is also seen that the third defendant had been directed to attend the negotiations committee meeting consisting of the officers of the second defendant and the third defendant had also been directed to depute its officers with relevant documents for the same and furthermore, the third defendant had also been directed to intimate the tenderer to be present in the negotiations and from the document dated 06.05.1998 marked as Ex.B4, it is found that the plaintiff had accepted the execution of the work and send the letter with reference to the same. From the letter dated 17.07.1998 marked as Ex.B9, it is found that the work had been directed to be commenced by the plaintiff by handing over the necessary route, commencement of the work and from the document marked as Ex.A9 dated 24.07.1998, it is found that the third defendant had accepted the tender of the plaintiff for the work in question and accordingly it is found that the work in question had been entrusted to the plaintiff and the plaintiff had commenced the work.

12. In the light of the abovesaid factual matrix, when right from the inception, it is only the defendants 1 and 2, who had taken the initiative of commencing the work and accordingly, directed the third defendant to float the tender and the third defendant, pursuant to the same, having also floated the tender and the plaintiff had participated in the same and thereafter, the negotiations having been held between the defendants 1 and 2 and the third defendant as well as the plaintiff qua the work in question and after the same, the plaintiff's tender having been accepted and the plaintiff commencing the work thenceforth, in such a course of events, the case projected by the defendants 1 and 2 that they are no way connected with the entrustment of the work to the plaintiff and the said agreement / contract is only between the third defendant and the plaintiff and that they are strangers to the same, as such, cannot be accepted in any manner and rightly dis-believed by the trial court.

13. As could be seen from the materials available on record, the third defendant has been acting only as the consultant for



the defendants 1 and 2 for the work in question and accordingly, the contract had been entered into between the parties concerned dated 05.08.1998 marked as Ex.A10 and considering the same, the same having been entered into for the work of the defendants 1 and 2, in such view of the matter, the beneficiary of the contract in question is only the defendants 1 and 2 and though the defendants 1 and 2 may not be the direct parties to the contract, in all, when the contract in question had been entered into between the third defendant on turn key basis with the plaintiff only at the instance of the defendants 1 and 2 as above pointed out and the work of the third defendant is only to provide technical assistance for the execution of the work and when furthermore, the defendants 1 and 2 had also participated in the negotiation proceedings, approved the entrustment of the work to the plaintiff and considering the evidence adduced in the matter by D.Ws.1 and 2, when it is found that the claim made by the plaintiff for the recovery of the amount, would be paid by the third defendant and subsequently recovered from the second defendant and on some occasions, the bills would be forwarded to the second defendant for approval and as abovenoted when the work in question has been done only for the benefit of the defendants 1 and 2, in such view of the matter, considering the role played by the defendants 1 and 2 from the inception of the handing over the work to the third defendant, in such view of the matter, the contention of the defendants 1 and 2 that they are the third parties to the agreement and therefore, they are not liable to pay the suit amount, as such, cannot be countenanced and on the other hand, there is overwhelming evidence projected in the matter to show that the defendants 1 and 2 had also participated in the commencement and the execution of the work one way or the other and when furthermore, it is seen that the defendants 1 and 2 are beneficiaries of the work in question and when the defendants 1 and 2 are liable to pay the amount to be incurred for the execution and completion of the work, in such view of the matter, the plea of the defendants 1 and 2 that there is no privity of contract between them and the plaintiff and therefore, they are not liable to pay any amount to the plaintiff, as such, cannot be accepted and the abovesaid plea has been rightly negatived by the trial court and in the light of the abovesaid position, I do not see any valid reason to deviate from the abovesaid well considered and acceptable determination of the trial court.

14. The counsel for the defendants 1 and 2 also contended that there is a delay on the part of the plaintiff in the execution and completion of the work and also put forth that the plaintiff has put forth exorbitant bills without properly appreciating the position of the soil in the route concerned where the work had been executed and mainly according to him, the soil condition of the route is not rocky and it is a normal



soil and therefore, it is contended that the case of the plaintiff that it had been necessitated to employ blasting of the rocks contained in the route and thereby, the plaintiff had incurred additional expenses and the delay had occurred, according to the defendants 1 and 2, are all false and therefore, it is put forth that the plaintiff is not entitled to claim the suit amount and on the other hand, the defendants 1 and 2 are entitled to deduct the appropriate amount with reference to the abovesaid points and therefore, contended that the plaintiff's suit is not maintainable.

15. The abovesaid defence of the defendants 1 and 2 has been repudiated by the plaintiff. According to the plaintiff, there is no delay on its part in the execution and completion of the work. From the materials placed on record, it is found that the delay in the implementation of the project had occurred on account of the failure of the defendants 1 to 3 in obtaining the permission of the Highways department. The obtainment of the permission of the Highways department is not the responsibility of the plaintiff. The work having been undertaken by the plaintiff at the instance of the defendants 1 to 3, it is for the defendants 1 to 3 who should obtain the necessary approval of the other allied agencies for the smooth execution of the work. When the plaintiff had been restrained by the appropriate authorities in the execution of the work for no fault of the plaintiff and the plaintiff had been necessitated to continue the work only after the abovesaid bottlenecks had been cleared by the defendants 1 to 3 in toto, in such view of the matter, as rightly found and determined by the trial court, the plaintiff cannot be faulted for the alleged delay in the execution and completion of the work in question.

16. According to the plaintiff, due to the rocky condition of the soil enroute qua the work in question, it has to employ blasting of the rocks and on account of the same, according to the plaintiff, it had incurred additional expenses and also some delay had occurred and therefore, according to the plaintiff, the delay on account of the abovesaid factors is not due to it and the same had occurred only due to the condition of the soil.

17. Per contra, according to the defendants 1 and 2, for studying the condition of the soil with reference to the route in question for which the work had been entrusted to the plaintiff, a committee was constituted and the committee had inspected the site in question and submitted its report, which document has come to be marked as Ex.B34. It is seen that the abovesaid committee itself has been constituted only as per the instruction of the second defendant. Therefore, inasmuch as the defendants 1 and 2 are also right through involved and been part



and parcel of the work in question and as they have to approve the work of the plaintiff and also made payment to the plaintiff through the third defendant and when the plaintiff had come forward with the case that the condition of the soil was not ordinary but full of rocks and pits and he had been necessitated to employ blasting, with a view to ascertain the said case of the plaintiff, it is seen that a committee had been constituted by the defendants 1 and 2. Considering the committee report marked as Ex.B34 and the other materials on record, it is found that the pulling of OFC work was between Kangayam-Uthiyur about 13.4 Kms and it is found that the work in the entire route was done by the two contractors of the third defendant, namely, the plaintiff and M/s. GSS construction. It is seen that section-1 from Kangayam towards Uthiyur for the distance of 6.5 Kms was done by the plaintiff and in continuation of the same, the second section work towards Uthiyur was done by M/s. GSS construction for 6.9 Kms. From the committee report, marked as Ex.B34, when it is clearly made out therein that Section-1 from Kangayam towards Uthiyur for the distance of 6.5 Kms, which had been entrusted to the plaintiff, was not offered for any sample check by the third defendant and the trial of 10 pits in the second section alone was offered for joint inspection, in such view of the matter, when the abovesaid committee's report is found to be pertaining to only to the route qua the work entrusted to M/s. GSS construction, accordingly, it is evident that the said report of the committee, cannot be the basis for holding that the soil condition of the route entrusted to the plaintiff was only ordinary and not consisting of rocks and pits as put forth by the defendants 1 and 2. On the other hand, as could be seen from the abovesaid committee report, when the committee had not conducted any inspection of the soil condition concerning the route with reference to which the work had been entrusted to the plaintiff, in such view of the matter, it is found that the abovesaid report of the committee, would not, in any manner, be useful to uphold the defence version of the defendants 1 and 2 and on the other hand, as could be seen from the materials available on record, as the route for which the work had been entrusted to plaintiff was fully of pits and rocks, eventually, the plaintiff had been necessitated to employ blasting operations to do the trenching work and in such view of the matter, it is found that the contention of the counsel appearing for the defendants 1 and 2 that the abovesaid committee report would falsify the plaintiff's case, cannot be accepted in any manner.

18. In this matter, considering the evidence of D.Ws. 1 and 2 in toto, when it is seen that D.W.1 in particular has admitted that the contract work should be supervised by the defendants 1 and 2 daily as per the circular issued to them and also ascertain the expenditure incurred by the contractor with



reference to the expenditure incurred qua the work in question and further admitted that it is only the defendants 1 and 2 who are responsible for the obtainment of permission from the Highways department and also the need for the plaintiff to employ blasting operation to do the trenching work, etc, in such view of the matter, the plaintiff cannot be held to be responsible for the delay in the completion of the work. Furthermore, considering the measurement book projected in the matter marked as Ex.B11, when it is seen that the same reflected the progress of the work on day to day basis and when it is further seen that only on account of the delay of the defendants in obtaining the permission from the allied departments for continuing the work on the part of the plaintiff, in such view of the matter, naturally, as determined by the trial court, the plaintiff would not be able to complete the work within the stipulated period. Therefore, the delay aspect projected by the defendants 1 and 2 as well as the third defendant on the part of the plaintiff has been rightly turned down by the trial court and the materials placed on record also point out that the plaintiff is not responsible for the delay in the execution and the completion of the work in question.

19. After the work in question has been completed by the plaintiff, it is found that he had entrusted the bills for payment. However, for one reason or the other, the bills submitted by the plaintiff had not been cleared by the defendants 1 and 2 and accordingly, it is found that the plaintiff had been necessitated to institute the suit against the defendants for appropriate remedy. Considering the nature of the work entrusted to the plaintiff and done by it and the entitlement of the plaintiff to the payment for the work done by it, when as abovenoted, there is no delay on the part of the plaintiff in the execution and completion of the work in question and when the defendants are not entitled to deduct the payment and recover from the plaintiff's other bills as set out in the plaint, in such view of the matter, it is found that the defendants 1 to 3 are jointly and severally liable to pay the suit amount to the plaintiff as determined by the court below.

20. The argument has also been put forth that the suit laid by the plaintiff is barred by limitation and that the trial court has no jurisdiction to entertain the suit. However, considering the location of the second defendant within Erode town and the execution of the work at Kangayam also falling within the jurisdiction of the trial court and the floating of the tender and negotiation of the same having been done at Erode and finally concluded at Erode, in such view of the matter, the trial court is fully justified in holding that it has got the territorial jurisdiction to entertain the suit.



21. As regards the plea of limitation, considering the delay aspects in the execution of the work as abovepointed out and when the delay aspects attributed for the work in question was not on the part of the plaintiff and only on account of the defendants 1 to 3 in toto , in such view of the matter, it is seen that as determined by the trial court, the plaintiff had instituted the suit for the recovery of the amount due to it, as soon as the work is completed, after submitting the necessary bills to the defendants 1 to 3 and inasmuch as the defendants 1 to 3 had failed to honour its bills for one reason or the other, it is found that the plaintiff had been necessitated to prefer the suit against them and in such view of the matter, there is no delay on the part plaintiff in laying the lis and accordingly, the suit is within the time allowed by law as determined by the trial court.

22. The determination of 6% of interest by the trial court from the date of plaint till the date of realisation, considering the facts and circumstances of the case, cannot be faulted with in any manner and when the quantum of subsequent interest is purely within the discretion of the court, the same having been exercised by the trial court rightly and in such view of the matter, I do not find any reason to interfere with the quantum of subsequent interest awarded by the trial court despite the position that the work in question is of a commercial nature.

23. The counsel for the plaintiff, in support of his contentions placed reliance upon the decision reported in (2015) 4 Supreme Court cases 136 (Kailashnath Associates vs. Delhi Development Authority and another) and (1974) 2 Supreme Court cases 231 (Union of India vs. Raman Iron Foundry).

Similarly, in support of his contention, the counsel for the defendants 1 and 2 placed reliance upon the decision of the Apex Court dated 02.07.2015 in Civil Appeal No.3353 of 2005 (M/s.Essar Oil Ltd., vs. Hindustan Shipyard Ltd., and ors) and the decision of this Court dated 28.02.2011 passed in OSA No.113 of 2004 (M/s. Karpura Project Engineering, Surat vs. Bellarpur Industries Ltd., New Delhi and others).

The counsel for the third defendant, in support of her contention, placed reliance upon the decisions reported in MANU/DE/0556/2004 (Raj and Associates and Anr. vs. Videsh Sanchar Nigam Limited and ors), (2009) 17 Supreme Court Cases 657 (Vivek Automobiles Ltd., vs. Indian Inc) and decision of the Apex Court dated 14.11.2008 in SLP (C) No.19515 of 2004).

The principles of law outlined in the abovesaid decisions are taken into consideration and followed as applicable to the case at hand.



24. In the light of the abovesaid discussions, the trial court is found to be justified in holding that the defendants 1 to 3 are jointly and severally liable to pay the suit amount along with subsequent interest at the rate of 6% per annum as determined by it and in such view of the matter, when the abovesaid determination of the trial court is found to be passed on the proper appreciation of the oral and documentary evidence adduced in the matter and in such view of the matter, the points No.1 to 5 are accordingly answered against the defendants 1 to 3 and in favour of the plaintiff.

Point Nos. 6 to 8

In conclusion the judgment and the decree of the trial court are confirmed and accordingly the first appeal is dismissed with costs and the cross objection is also dismissed.

s/d-
Assistant Registrar (CS VI)

True Copy

Sub-Assistant Registrar

bga

To

1. Principal District Judge, Erode District, Erode

2. The Section officer, V.R. Section, High Court, Madras

+1 CC to Mr.M.S. Palanisamy, Advocate sr 61350.

+1 CC to Ms.R. Rathna Thara, Advocate sr 61351.

+2 Ccs to Mr.V.S. Kesavan, Advocate sr 61341.

A.S.No.1116 of 2007
and
Cros. Obj. 45 of 2008

SSV(CO)
SP(05/12/2019)