

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 18.10.2019

PRONOUNCED ON : 07.11.2019

CORAM

THE HONOURABLE MR. JUSTICE T.RAVINDRAN

A.S.No.836 of 2012

K.Ganasen ... Appellant

Vs.

V.Balasubramanian ... Respondent

Prayer: Appeal Suit filed under Section 96 order 41 rule 1 of Civil Procedure Code as against the judgment and decree dated 28.11.2011 passed in O.S. No.4 of 2009 by the District Judge, Tiruvarur.

For Appellant : Mr.P.N.George Gralian
for M/s. Devadason & Sagar

For Respondent : R.Murugabarathi

JUDGMENT

Aggrieved over the judgment and decree dated 28.11.2011, passed in O.S. No.4 of 2009, on the file of the District Court, Tiruvarur, the defendant has preferred the first appeal.

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

3. Suit for specific performance or in the alternative for the refund of the advance amount with interest.

4. Briefly stated, according to the case of the plaintiff, the suit properties belong to the defendant and the defendant offered to sell the suit properties in favour of the plaintiff and accordingly, both the plaintiff and the defendant entered into a sale agreement on 02.07.2008, whereunder, the plaintiff agreed to purchase the suit properties from the defendant for a sale price of Rs.15,37,000/- and the suit properties on the date of the suit is a vacant site and for the purpose of discharging the loan pending with the Central Bank of India, the defendant received a sum of Rs.6,00,000/- from the plaintiff on the date of the sale agreement by way of a cheque drawn on Citi Bank and agreed to discharge the bank debt and entrust the original documents to the plaintiff within 15 days from the date of the sale agreement and further, the plaintiff had also agreed to pay the balance sale consideration of Rs.9,37,000/- to the defendant within 3 months from the date of the sale agreement and obtain the sale deed from the defendant. However, on the next day i.e. on 03.07.2008, the defendant expressed certain difficulties in realising the cheque amount at the earliest and as he required the amount immediately to discharge the bank debt, requested the plaintiff to pay a sum of Rs.5,00,000/- in

cash and the same had been accepted by the plaintiff and the plaintiff advanced a sum of Rs.5,00,000/- in cash to the defendant on 03.07.2008 in the presence of the witness and in acknowledgement of the same, the defendant had endorsed on the reverse side of the sale agreement and further, the defendant had failed to present the cheque already received by him on the date of the sale agreement with the proper bank and consequently, the cheque having been returned and the same having been apprised by his wife, as the plaintiff at that time was at abroad, he has transferred a sum of Rs.6,00,000/- through online transaction through ICICI bank to the credit of the defendant's account on 12.07.2008 and thereby, the plaintiff had in toto paid a sum of Rs.11,00,000/- out of the sale consideration and always been ready to obtain the sale deed executed in his favour. However, the defendant had failed to comply with his obligations under the sale agreement and failed to retrieve the documents from the bank within 15 days and entrust the same to the plaintiff. Though the plaintiff had been ready and willing to pay the balance sale consideration and obtain the sale deed executed from the defendant, the defendant, however had not performed his obligations under the sale agreement and hence, the plaintiff issued a legal notice on 18.12.2008, calling upon the defendant to receive the balance sale consideration within 15 days and execute the sale deed in favour of the plaintiff. However,

even thereafter, the defendant had been delaying the execution of the sale deed and on the other hand, sent a reply on 20.01.2009 containing false allegations and the case of the defendant that he had only borrowed loan from the plaintiff and put his signature in blank papers is false and also his case that he had entrusted two cheques in favour of the plaintiff is also false and it is also false to state that the defendant had let out the first item of the suit properties for work shop in favour of one Dhakshinamurthy on rent and therefore, the defendant had not been eager and anxious in performing his part of the sale agreement and hence, according to the plaintiff, he has been necessitated to lay the suit for appropriate reliefs.

5. The defendant resisted the plaintiff's suit contending that the allegations contained in para 2 of the plaint is wrong and the defendant has received a sum of Rs.6,00,000/- only as loan from the plaintiff and no second payment of Rs.5,00,000/- as alleged in the plaint for the loan amount was received. The defendant has given two blank undated cheques and signed bond papers to the plaintiff as security on that date and since the cheque stated in the plaint has not been honoured by the Bank, the matter was intimated to the plaintiff and after intimation, that amount was sent to the defendant's account through Bank and the defendant had also received that amount

through bank. The case of the plaintiff that he had paid Rs.5,00,000/- to the defendant on 03.07.2008 in cash is false and the defendant never met the plaintiff on 03.07.2008 and received the abovesaid amount and taking advantage of the defendant's signature made in the papers given as security at the time of receiving the loan amount, the plaintiff is threatening the defendant by way of cooked up sale agreement and the allegation that the defendant had acknowledged the receipt of Rs.5,00,000/- by making endorsement on the reverse side of the sale agreement is false. The plaintiff is a money lender and used to adopt all tactics to secure his amount and to the notice issued by the plaintiff, the defendant sent a reply containing true facts. The defendant had never intended or thought of selling the suit properties to anybody in past or in future and there is no necessity for the defendant with reference to the same and the defendant never approached the plaintiff at any point of time for the sale of the suit properties. The plaintiff should have laid the suit only as the money suit for the recovery of the loan amount and the suit laid by the plaintiff for specific performance is baseless and legally not sustainable and therefore, according to the defendant, the suit laid by the plaintiff is liable to be dismissed.

6. On the basis of the abovesaid pleas set out by the respective parties, the following issues were framed by the trial Court for consideration:

1. Whether the sale agreement dated 02.07.2008 is true and valid?

2. Whether the defendant is liable to execute the sale deed in favour of the plaintiff as claimed by the plaintiff?

3. Whether the defendant is liable to refund the sale amount with interest to the plaintiff as alternatively claimed by the plaintiff?

4. To what relief the plaintiff is entitled to?

7. In support of the plaintiff's case, PWs 1 and 2 were examined, Exs.A1 to A16 were marked. On the side of the defendant, DW1 was examined, Ex.B1 was marked.

8. On a consideration of the oral and documentary evidence adduced by the respective parties and the submissions made, the trial Court was pleased to grant the relief of specific performance in favour

of the plaintiff. Impugning the same, the defendant has preferred the first appeal.

9. The following points arise for determination in this first appeal:

1. Whether the sale agreement dated 02.07.2008 is true and valid?

2. Whether the plaintiff has been always ready and willing to perform his part of the contract?

3. Whether the plaintiff is entitled to obtain the relief of specific performance in respect of the sale agreement dated 02.07.2008?

4. Whether the plaintiff is entitled to obtain and seek the alternative relief of the refund of the sale amount with interest from the defendant as prayed for?

5. To what relief the plaintiff is entitled to?

6. To what relief the defendant/appellant is entitled to?

Point Nos:1 to 4:

10. It is not in dispute that the suit properties belong to the defendant. According to the plaintiff, the defendant offered to sell the suit properties for a sum of Rs.15,37,000/- and the said offer had been accepted by him and accordingly, the parties had entered into the sale agreement with reference to the same on 02.07.2008. The sale agreement dated 02.07.2008 has been marked as Ex.A1. As per the case of the plaintiff, as the defendant requested a sum of Rs.6,00,000/- for discharging the bank debt, the plaintiff issued a cheque for the abovesaid amount in favour of the defendant and the defendant had agreed to discharge the bank debt within 15 days from the date of the sale agreement and entrust the original documents to the plaintiff and following the same, the plaintiff had agreed to pay the balance sale consideration and obtain the sale deed from the defendant within three months from the date of the sale agreement. The further case has been pleaded by the plaintiff that on the next day i.e. on 03.07.2008, the defendant expressed that there will be delay in realising the cheque amount and accordingly, prayed for the payment

of Rs.5,00,000/- in cash immediately for discharging the bank debt and accepting the same, according to the plaintiff, he had paid a sum of Rs.5,00,000/- in cash to the defendant on 03.07.2008 and acknowledging the same, the defendant had endorsed on the reverse side of the sale agreement in the presence of the witness and on coming to know that the cheque already issued by the plaintiff had been returned, according to the plaintiff, he had sent a sum of Rs.6,00,000/- to the defendant's account by way of online transfer on 12.07.2008 and thus, according to the plaintiff, in toto, he had paid Rs.11,00,000/- towards sale consideration. Even thereafter, inasmuch as the defendant had failed to discharge the bank debt and entrust the original documents to the plaintiff as agreed to under the sale agreement, according to the plaintiff, a legal notice was issued calling upon the defendant to receive the balance sale consideration and execute the sale deed within 15 days and the defendant sent a reply containing false allegations as if the loan transaction had been entered into between the parties and the defendant never intended to sell the suit properties in favour of the plaintiff and execute the sale agreement and hence, according to the plaintiff, he has been necessitated to lay the suit against the defendant for appropriate reliefs.

11. The defendant in the written statement would put forth that the he had not intended to sell the suit properties in favour of the plaintiff as claimed in the plaint for Rs.15,37,000/- and according to the defendant, he had only received a sum of Rs.6,00,000/- from the plaintiff and at the time of lending the loan, according to the defendant, the plaintiff has obtained two blank undated cheques and signed bond papers as security and the cheque issued by the plaintiff for Rs.6,00,000/- having been returned, thereafter, the plaintiff sent the amount through his bank to the credit of the defendant's bank account by way of online transfer and further, according to the defendant, he has not received Rs.5,00,000/- from the plaintiff on 03.07.2008 as alleged in the plaint and according to the defendant, taking advantage of his signature obtained in the bond papers, the plaintiff has concocted the sale agreement and come forward with the false case and further, to the legal notice issued by the plaintiff, he has sent a reply containing true facts and thus, according to the defendant, the plaintiff is not entitled to seek the reliefs as prayed for.

12. In the light of the abovesaid rival pleas put forth by the respective parties, the plaintiff having laid the suit seeking the relief of specific performance based on the sale agreement dated 02.07.2008

and when the execution of the sale agreement itself is being challenged by the defendant, it is for the plaintiff to establish that as pleaded by him, the defendant had executed a sale agreement in his favour agreeing to sell the suit property for a sum of Rs.15,37,000/-. With reference to the same, the plaintiff has tendered evidence as PW1 and also examined one of the attestors to the sale agreement Subramanian as PW2. Both PWs 1 and 2 have tendered clear evidence as regards the execution of the sale agreement by the defendant in favour of the plaintiff for the sale price of Rs.15,37,000/- and also the receipt of the cheque for a sum of Rs.6,00,000/- by the defendant, on the date of the sale agreement, for the purpose of discharging the bank debt and also as regards the subsequent receipt of Rs.5,00,000/- by the defendant from the plaintiff on the next day i.e. on 03.07.2008 and the endorsement made by the defendant on the reverse side of the sale agreement acknowledging the receipt of Rs.5,00,000/- and furthermore, when the defendant has not disputed the receipt of Rs.6,00,000/- by way of online transfer to his account by the plaintiff and according to the plaintiff, on coming to know that the cheque originally presented by him for Rs.6,00,000/- had been returned, he had immediately sent the amount also through online transfer to the defendant's bank account and thus, it is put forth that in toto, the plaintiff has paid Rs.11,00,000/- towards the sale price. The evidence

of PWs 1 and 2 seems acceptable, convincing and trust worthy. As rightly determined by the trial Court, despite cross examination, nothing has been culled out from PWs 1 and 2 to disbelieve and discredit their evidence on any aspect as testified by them with reference to the abovesaid facts.

13. As above pointed out, the sale agreement dated 02.07.2008 has been marked as Ex.A1. According to the defendant, he had not executed the said sale agreement and the same had been concocted by the plaintiff by taking advantage of his signature obtained in the bond papers. On a perusal of Ex.A1 sale agreement, it is found to be written in three pages. The first page is in a non judicial paper for the value of Rs.20/- purchased in the name of the plaintiff on 01.07.2008 and the other two pages are found to be on green papers. According to the defendant, he had only borrowed loan from the plaintiff and not executed any sale agreement. It is the specific case of the plaintiff that the sale agreement had been entered into between the parties on 02.07.2008. The defendant, after denying the allegations contained in para 2 of the plaint, would put forth that he had received a sum of Rs.6,00,000/- only as a loan from the plaintiff and not received any other amount. However, the defendant has not whispered in the written statement as to when he had received the sum of

Rs.6,00,000/- from the plaintiff as loan. Very vaguely, he has put forth that only a sum of Rs.6,00,000/- has been received from the plaintiff as loan. The defendant would further plead that for the receipt of the abovesaid loan amount, he had given two blank undated cheques and signed bond papers as security. So, even as per the case of the defendant, as projected in the written statement, he had only given two blank undated cheques and further, handed over signed bond papers. It is not the case of the defendant in the written statement that the plaintiff had obtained his signature both in bond papers and green papers at the time of lending the loan amount. On the other hand, the sale agreement Ex.A1, as above pointed out, is found be engrossed in three pages, the first page being a bond paper and the other two pages being on green papers. It is not the case of the defendant that while handing over the bond papers with signature, he had also affixed the date below his signature. On the other hand, on a perusal of Ex.A1 sale agreement, it is found that the defendant has signed the same with date affixed below the same and accordingly, in Ex.A1 sale agreement, in all the three pages, the defendant has put his signature with date i.e.02.07.2008. Furthermore, as above noted, the execution of the sale agreement by the defendant in favour of the plaintiff has been spoken to by PW2, one of the attestors to the sale agreement. The defendant has not disputed the receipt of

Rs.6,00,000/- by way of cheque on the date of the sale agreement. However, it is found that the abovesaid cheque had been presented by the defendant at the wrong address and the same had been returned. Immediately on coming to know the same, the plaintiff has sent the amount of Rs.6,00,000/- to the defendant's bank account through online transfer on 12.07.2008. The receipt of the said amount has not been controverted by the defendant.

14. As regards the receipt of Rs.5,00,000/- on 03.07.2008, according to the plaintiff, inasmuch as the defendant represented that there will be delay in encashing the cheque and the bank debt requires to be discharged immediately, for the purpose of retrieving the documents from the bank and entrusting the same to the plaintiff as per the terms of the sale agreement, according to the plaintiff, he has paid a sum of Rs.5,00,000/- in cash on 03.07.2008 and the same has been acknowledged by the defendant by making endorsement on the reverse side of the sale agreement in the presence of the witness. PW2 has also spoken about the abovesaid factor in his evidence. On a perusal of the abovesaid endorsement marked as Ex.A2, it is seen that the defendant has clearly acknowledged the receipt of Rs.5,00,000/- on 03.07.2008 and accordingly, made endorsement to that effect on the reverse side of the sale agreement with signature and date affixed

below the same and the defendant has only affixed the date for the receipt of Rs.5,00,000/- as 03.07.2008. As above noted, when the defendant has not been able to cull out any facts through the mouth of PW2 despite cross examination, as regards the receipt of Rs.5,00,000/- from the plaintiff on 03.07.2008 and the acknowledgement made by him with reference to the same on the reverse side of the sale agreement as spoken to by PW2 and when no enmity as such has been attributed against PW2 for deposing in favour of the plaintiff and against the defendant, in all, it is found that the plaintiff has established his case through his evidence and as well as the evidence of PW2 as regards the total payment of Rs.11,00,000/- to the defendant towards the sale price.

15. As above noted, as per the terms of Ex.A1 sale agreement, the defendant should discharge the bank debt and obtain the documents from the bank and entrust to the plaintiff within 15 days from the date of the sale agreement. Following the same, the plaintiff should pay the balance sale consideration within 3 months and obtain the sale deed from the defendant. Therefore, the primary task is upon the defendant to discharge the bank debt and retrieve the documents from the bank and hand over to the plaintiff within 15 days. Though it has been admitted by the defendant that he had received Rs.6,00,000/- from the plaintiff, he would claim it to be a loan amount.

However, considering the evidence of PWs 1 and 2 as above pointed out and when their evidence are found to be inspiring and trust worthy in all aspects, accordingly, it is found that despite the receipt of Rs.6,00,000/- towards the sale consideration for the purpose of discharging the bank debt, still, the defendant is found to have not endeavoured to discharge the bank debt and secure the documents from the bank and hand over the same to the plaintiff within 15 days from the date of the sale agreement. Not only that, when it is further noted that the plaintiff has also advanced a sum of Rs.5,00,000/- to the defendant on 03.07.2008, despite the substantial receipt of the sale consideration amount to Rs.11,00,000/- well before the time stipulated under the sale agreement, still, the defendant had not endeavoured to discharge the bank debt and retrieve the documents from the bank and entrust the same to the plaintiff as agreed to by him. Therefore, it is found that on account of the delaying tactics adopted by the defendant in failing to perform his obligations under the sale agreement, the plaintiff is unable to proceed further towards the completion of the sale transaction. According to the plaintiff, he had been repeatedly requesting the defendant to perform his obligations under the sale agreement for the purpose of completing the sale transaction and however, the defendant had been delaying the same.

16. According to the defendant, other than the sum of Rs.6,00,000/- received from the plaintiff through his bank account, he had not received any other sum. It is not the case of the defendant that he had discharged the said loan amount by paying the same to the plaintiff. Prior to the institution of the suit, there has been exchange of notices between the parties. The plaintiff has issued a legal notice on 18.12.2008, marked as Ex.A3, whereunder he had called upon the defendant to receive the balance sale consideration within 15 days and execute the sale deed. To the same, the defendant had sent a reply on 20.01.2009, which has been marked as Ex.A5. In Ex.A5, the defendant has taken a strange and new pleas than put forth in the written statement. In Ex.A5, the defendant would claim that for the loan received from the plaintiff, he had handed over two cheques, one drawn on Central Bank of India, Thiruvavarur, for a sum of Rs.6,00,000/- and another drawn on ICICI Bank for a sum of Rs.5,00,000/- and according to the defendant, as averred in the reply notice, he has totally paid a sum of Rs.11,00,000/- and would further put forth that the plaintiff has suppressed the same in the legal notice. When according to the defendant, as put forth in the plaint, he had only received a sum of Rs.6,00,000/- and not received any further sum from the plaintiff, it has not been explained by the defendant as

to how come he had sent the reply to the plaintiff alleging that he has given two cheques to the plaintiff one for Rs.6,00,000/- and another for Rs.5,00,000/- totally for a sum of Rs.11,00,000/-, particularly, when the loan itself stated to have been secured by the defendant is only Rs.6,00,000/-. Therefore, to say that he had given two cheques for Rs.11,00,000/- towards the loan amount, as such, cannot be believed and accepted. Furthermore, the defendant has not whispered in the written statement as to for what amount he had given the two cheques. On the other hand, he has only pleaded that he has given two blank undated cheques and signed bond papers to the plaintiff as securities. However, in the reply notice, as above pointed out, according to the defendant, he has given two cheques for the specific amounts, in toto, amounting to Rs.11,00,000/-. Further, the defendant would in specific put forth in the reply notice that the plaintiff had obtained his signature in three papers and also his signature on the reverse side of one page at the time of lending the loan amount. However, no such specific pleas had been put forth by the defendant in the written statement, other than stating that he had signed bond papers and entrusted to the plaintiff as security for the loan amount. Therefore, when it is found that there are serious contradictions in the case put forth by the defendant in the reply notice and in the written statement and when there is no proper explanation

on the part of the defendant with reference to the same and when the defendant has not come forward clearly as to whether he had taken steps to discharge the alleged loan amount said to have been received from the plaintiff amounting to Rs.6,00,000/-, on the other hand, would claim that he had given two cheques for Rs.11,00,000/- without any basis, therefore, it is found that with a view to wriggle out of the sale agreement one way or the other, the defendant has endeavoured to put up false pleas in the written statement as well as in the reply notice contradictory to each other and accordingly, unable to buttress his defence version in an acceptable manner.

17. As above noted, the plaintiff having discharged his burden of establishing the authenticity of the sale agreement Ex.A1 through his evidence as well as the evidence of the attester PW2 and when nothing has been culled from the mouth of PWs 1 and 2 to discredit their evidence and when the defendant is found to have raised contradictory pleas in the reply notice as well as in the written statement as above pointed out and despite the receipt of the amount from the plaintiff, the defendant having failed to discharge the bank debt and retrieve the documents and entrust the same to the plaintiff and the defendant having failed to perform his obligations under the sale agreement within the time stipulated in the same, in such view of the matter, the

defendant cannot be allowed to put forth the contention that the plaintiff has not come forward to pay the balance sale consideration within the time specified in the sale agreement. It is not the case of the defendant that the plaintiff is a man of no means and would not be in a position to pay the balance sale consideration within the stipulated period. On the other hand, when it is found that the plaintiff has paid the substantial sale price amounting to Rs.11,00,000/- much before the expiry of the period stipulated in the sale agreement i.e. 5,00,000/- on 03.07.2008 and 6,00,000/- on 12.07.2008, despite the receipt of the amount, the defendant having failed to discharge the bank debt and retrieve the documents and entrust the same to the plaintiff and accordingly, delaying the matter and resultantly, on the assurance given by the defendant that he would come forward to execute the sale deed in terms of the sale agreement and after noting the evasive attitude of the defendant, it is found that left with no other alternative, the plaintiff has caused the legal notice on 18.12.2008, calling upon the defendant to receive the balance sale consideration and execute the sale deed within 15 days. Even thereafter, the defendant has failed to comply with the demand and instead sent a reply on 20.01.2009 containing false allegations. Immediately thereafter, it is found that the plaintiff has chosen to levy the suit against the defendant on 11.04.2009 for appropriate reliefs.

Therefore, considering the conduct of the plaintiff from the date of the sale agreement till the laying of the suit, when it is found that the plaintiff has been always eager and anxious to pay the balance sale consideration and complete the sale transaction and on the other hand, it is only the defendant who had been avoiding the same on some pretext or the other by taking untenable pleas, that too, by disputing the sale agreement itself and the defendant having failed to establish his defence version that the amount received by him from the plaintiff represents the loan amount and on the other hand, when the plaintiff has established his case that the amount advanced by him to the defendant only represents the sale price paid as per the terms of the sale agreement, in all, it is found that though the plaintiff has chosen to issue the legal notice after the stipulated period, considering the failure of the defendant in performing his primary obligation under the sale agreement and the delay tactics adopted by him, in such view of the matter, the delay in the issuance of the legal notice on the part of the plaintiff by two months, in my considered opinion, cannot be held to be fatal to the plaintiff's case to undermine his readiness and willingness in performing the terms of the sale agreement. When it is found that the plaintiff has also levied the suit immediately after the exchange of the notices on 11.04.2009 itself, in all, considering the conduct of the plaintiff, in toto, the trial Court is justified in holding

that the plaintiff has always been ready and willing to perform his part of the contract and it is only the defendant who has been avoiding the same by raising false pleas and also putting forth contradictory pleas both in the reply notice as well as in the written statement and in such view of the matter, the trial Court is found to be justified in granting the relief of specific performance in favour of the plaintiff.

18. In support of his various contentions, the defendant's counsel placed reliance upon the decisions reported in **(1996) 4 SCC 526 (His Holiness Acharya Swami Ganesh Dassji Vs. Sitaram Thapar)**, **2003 (2) CTC 109 (Manjunath Anandappa urf Shivappa Hanasi Vs. Tammanasa and others)**, **(2009) 14 SCC 663 (Inderchand jain (dead) Through Lrs. Vs. Motilal (dead) Through Lrs.)**, **2014 (1) CTC 603 (Muthukrishna Gounder Vs. Gowri and others)**, **(2017) 6 MLJ 393 (S.A.Kothandaraman Vs. Crystal Residency India Private Limited)**, **(2017) 6 MLJ 483 (Xavier Cardoza (died) and others Vs. Kovilpillai Nadar)**, **2017 (4) CTC 225 (Soundarrajan Vs. Vettobai (deceased) and three others)** and **(2019) 6 MLJ 55 (S.Logammal Vs. P.Subbulakshmi)**. The principles of law outlined in the abovesaid decisions are taken into consideration and followed as applicable to the case at hand.

19. In the light of the abovesaid discussions, I hold that the sale agreement dated 02.07.2008 is true, valid and binding upon the defendant and I further hold that the plaintiff has always been ready and willing to perform his part of the contract and there is no serious laches on the part of the plaintiff in the performance of his part of the contract. I therefore hold that the plaintiff is entitled to obtain the relief of specific performance in respect of the sale agreement dated 02.07.2008. Therefore, the grant of alternative relief to the plaintiff does not arise for consideration. Accordingly, the point Nos. 1 to 4 are answered in favour of the plaintiff and against the defendant.

Point Nos.5 and 6:

20. For the reasons aforesaid, the judgment and decree dated 28.11.2011, passed in O.S. No.4 of 2009, on the file of the District Court, Tiruvarur, are confirmed. Resultantly, the first appeal is dismissed with costs. Consequently, connected miscellaneous petition, if any, is closed.

07.11.2019

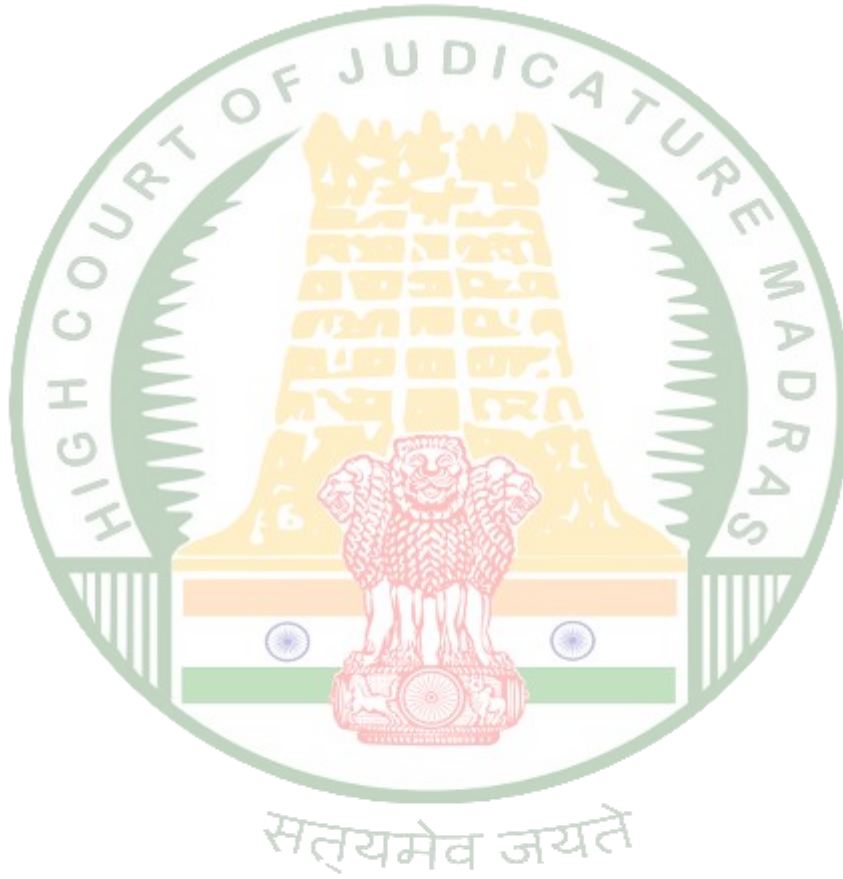
Index : Yes/No
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sli

To:

The District Judge, Tiruvarur.

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The Section Officer,
V.R.Section,
High Court, Madras.



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T.RAVINDRAN,J.

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Pre-delivery Judgment in
A.S.No.836 of 2012

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07.11.2019