

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on: 31.10.2019

Delivered on: 13.12.2019

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THE HONOURABLE Mr.JUSTICE P.RAJAMANICKAM

S.A.No. 881 of 2006

and

MP.No.1 of 2006

A.Srinivasan

... Appellant/1st Respondent/Plaintiff

Vs.

1.N.Anbucheziyan

2.S.Karthikeyan

..1st and 2nd Respondents/Appellants/
2nd and 3rd Defendants

3.M/s.Sri Annamar Retreads

A Firm by its Managing Partner

N.Anbucheziyan

Having its Office at E.A.SIDCO

Industrial Estate

Andipalayam, Tiruchengode Taluk.

..3rd Respondent/2nd Respondent/
1st Defendant

PRAYER: Second Appeal filed under Section 100 of C.P.C., against the judgment and decree dated 05.10.2004 made in A.S.No.22 of 2004 on the file of the Principal District Judge, Erode, reversing the judgment and decree dated 17.12.2002 made in O.S.No.229 of 1998 on the file of the II Additional Sub-Court, Erode.

For Appellant : Mr.Naveen Kumar Moorthy

For Respondent : Mr. A.K.Kumarasamy

Senior Counsel for

Mr.S.Kaithamalai Kumaran for R1

: Mr.A.Sundaravadhanam for R2

R3

: Dismissed vide CMA Order
dated 20/03/2018

JUDGMENT

This Second Appeal has been filed by the plaintiff against the judgment and decree passed by the Principal District Judge, Erode, in A.S.No.22 of 2004 dated 05.10.2004 reversing the judgment and decree passed by the II Additional Sub-Judge, Erode, in O.S.No.229 of 1998 dated 17.12.2002.



2. The appellant herein had filed a suit in O.S.No.229 of 1998 on the file of the II Additional Sub-Judge, Erode, for recovery of Rs.1,05,028/- with subsequent interest at the rate of 12% per annum from the date of suit till the date of realization. The II Additional Sub-Judge, Erode, by the judgment dated 17.12.2002 had decreed the suit with costs and directed the defendants to pay a sum of Rs.1,05,028/- with interest at the rate of 6% per annum from the date of suit till the date of realization. Aggrieved by the same, the defendants 2 and 3 had filed an appeal in A.S.No.22 of 2004 on the file of the Principal District Judge, Erode. The learned Principal District Judge, Erode, by the judgment dated 05.10.2004 had allowed the said appeal with costs and set aside the judgment and decree passed by the trial Court and dismissed the suit with costs. Feeling aggrieved, the plaintiff has filed the present Second Appeal.

3. For the sake of convenience, the parties are referred to as described before the trial Court.

4. The averments made in the plaint are, in brief, as follows:-

(a) The first defendant is a firm and the defendants 2 and 3 are its partners. The second defendant is the Managing partner of the first defendant's firm. A loan of Rs.1,10,000/- was obtained for the first defendant from one Sabthasree Enterprises, and a promissory note was executed in favour of the aforesaid Sabthasree Enterprises promising to repay the said amount with interest at 0.07 paise per day per hundred to its demands or order. The plaintiff was the guarantor for the said loan given by Sabthasree enterprises to the first defendant and the plaintiff also therefore joined in the execution of the promissory note. The defendants paid a sum of Rs.30,000/- only to the said Sabthasree Enterprises towards Principal amount. The balance amount towards principal amount and interest remained unpaid to the Sabthasree Enterprises. The said Sabthasree Enterprises was compelling the plaintiff to pay the aforesaid amount. The plaintiff being a guarantor had paid the following amounts to the said Sabthasree Enterprises:-

- | | | |
|----|---------------|---|
| 1) | On 30/04/1996 | Rs.1,080/- towards interest for
Rs.80,000/- from 01.04.1996
to 30.04.1996 |
| 2) | On 31/05/1996 | Rs.1,736/- towards interest for
Rs.80,000/- from 01.05.1996 |



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to 31.05.1996

- 3) On 29/06/1996 Rs.1,680/- towards interest for Rs.80,000/- from 01.06.1996 to 30.06.1996
- 4) On 31/07/1996 Rs.1,736/- towards interest for Rs.80,000/- from 01.07.1996 to 31.07.1996
- 5) On 03/08/1996 Principal amount of Rs.80,000/- and interest for Rs.80,000/- of Rs.112/- for two days from 01.08.1996 and 02.08.1996.

(b) The said Sabthasree Enterprises issued receipts for the aforesaid payments and also returned the promissory note dated 09.04.1994 to the plaintiff with an endorsement "Account Closed". Hence, the plaintiff filed the above suit for recovery of the aforesaid amounts.

5. The averments made in the written statement filed by the second defendant and adopted by the third defendant are, in brief, as follows:-

(a) It is false to allege that the defendants 2 and 3 are the partners of the first defendant and that the second defendant is the managing partner of the first defendant. It is true that the first defendant obtained a loan of Rs.1,10,000/- from Sabthasree Enterprises and executed a promissory note on 09.04.1994. It is false to allege that the plaintiff had executed a promissory note along with the second defendant as a guarantor. It is true that the first defendant paid a sum of Rs.30,000/-. It is false to allege that as a guarantor the plaintiff had to pay the amount due to the said Sabthasree Enterprises and he has paid the amounts as set out in the plaint. It is false to allege that the plaintiff demanded the said amount from the defendants. The second defendant did not receive any notice from the plaintiff. After receipt of notice, the third defendant approached the plaintiff and asked as to why he sent notice and at that time, the plaintiff promised not to file the suit. Hence, he has not sent any reply notice. The plaintiff, the defendants 2 and 3, one R.Kandasamy and Megala wanted to start a tyre retreading business under the name and



style of Sri Annamar Retreads. The plaintiff was employed as a Junior Engineer in Tamil Nadu Electricity Board. Therefore he could not join as a partner, he wanted to execute the partnership deed in the name of defendants 1 and 2 only. Therefore, the partnership deed was executed on 25.01.1991, describing the defendants 2 and 3 as partners of the first defendant. On the same day (25.01.1991) another partnership deed was executed by the defendants 2 and 3, one Kandasamy, S.Valarmathi wife of Srinivasan (plaintiff) and one Megala as partners. As per the partnership deed, the plaintiff's wife S.Valarmathi was entitled to 50% share. The plaintiff was actually taking part in management of the business. He was getting orders from various concerns.

(b) In fact he was able to get orders from the TNEB for retreading of tyres. In the inauguration invitation also the name of the plaintiff has been shown as a partner. There was a full page advertisement in Dinamalar daily magazine. In the said advertisement also the name of the plaintiff has been shown as a partner. The plaintiff has taken active part in the business. He has written accounts. He has also collected amounts from the TNEB as an agent to the first defendant's firm. The firm sustained very heavy loss in the business. Therefore, they had to borrow amounts. The plaintiff and the second defendant representing the firm borrowed amount from Sabthasree Enterprises. The plaintiff and the second defendant executed the promissory note. The plaintiff now claims as if he stood only as guarantor of the said loan. But actually he had signed as a partner of the firm. They also borrowed amount from Indian Overseas Bank and other places. They could not discharge the debts.

(c) Therefore, all the partners agreed to induct two more new partners namely one Venugopal and Dhanabakiam. On 01.04.1996 a partnership deed was executed between the existing partners and the said Venugopal and Dhanabakiam. On 15.04.1996 the defendants 2 and 3 retired from the said firm and the business was totally taken over by Venugopal and Dhanabakiam and they have entered into a partnership on 16.04.1996. As per the partnership deed the debts borrowed by the erstwhile partners had to be discharged by them, excepting the TIIC. The plaintiff and the defendants 2 and 3 and other two partners agreed that the plaintiff should discharge the amount borrowed from the Sabthasree Enterprises and I.O.B. The other partners agreed to discharge the debts borrowed from various other people. On that understanding, the plaintiff had discharged the amount due to Sabthasree Enterprises. The plaintiff has not paid the amount due to I.O.B. and I.O.B. has also filed a suit on the file of the Sub-Court Karur and the same is still pending. The



plaintiff agreed to discharge the debt due to IOB since he had given his property as a security. The remaining debts were taken over by defendants 2 and 3 and other two partners. Therefore, the plaintiff has no right to make any claim from the defendants. There is no cause of action for filing the suit. Therefore the defendants 2 and 3 prayed to dismiss the suit.

6. Based on the aforesaid pleadings, the learned II Additional Sub-Judge, Erode, had framed necessary issues and tried the suit. During trial, on the side of the plaintiff, the plaintiff examined himself as PW1 and marked Exs.A1 to A13 as exhibits. On the side of the defendants, the second defendant was examined as DW1 and Exs.B1 to B6 were marked.

7. The learned II Additional Sub-Judge, Erode, after considering the materials placed before him found that the plaintiff stood as a guarantor for the amount borrowed by the first defendant from Sabthasree Enterprises and subsequently, he discharged the said debt and hence, he is entitled to receive the said amount from the defendants 1 to 3. Accordingly, he decreed the suit directing the defendants 1 to 3 to pay the suit amount with interest at the rate of 6% per annum from the date of suit till the date of realization and also directed the defendants 1 to 3 to pay the costs of the suit. Aggrieved by the same, the defendants 2 and 3 had filed an appeal in A.S.No.22 of 2004 on the file of the Principal District Judge, Erode. The learned Principal District Judge, Erode, had allowed the said appeal with costs and set aside the judgment and decree passed by the trial Court and dismissed the suit with costs. Feeling aggrieved, the plaintiff has filed the present Second Appeal.

8. This Court, at the time of admitting the second appeal, has formulated the following substantial questions of law:-

"1.Is not the lower Appellate Court committed an error of law in holding that the appellant/plaintiff as a guarantor is not entitled to claim reimbursement of the amount paid by him to M/s.Sabthasree Enterprises under Section 69 of the Indian Contract Act?

2.Is not the lower Appellate Court committed an error of law in holding that in the absence of issuance of any public notice as contemplated under Section 32(3) of the Indian Partnership Act, the



respondents/ defendants are not liable to reimburse the appellant/plaintiff towards the amount paid by him to a third party firm as a guarantor?

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3. Is not the lower Appellate Court committed an error in holding that the appellant/plaintiff wife is a partner of the firm in question when the Registration Certificate of the firm Ex.A1 discloses otherwise?

4. Is the lower Appellate Court correct in relying upon the alleged partnership deed Ex.B1 when the same has no evidentiary value known to law?"

9. Heard Mr.Naveen Kumar Moorthy, the learned counsel for the appellant and Mr.A.K.Kumarasamy, learned Senior Counsel for Mr.S.Kaithamalai Kumaran, learned counsel for the first respondent and Mr.A.Sundaravathanam, learned counsel for the second respondent.

10. Substantial Questions of law 1 to 4:

The learned counsel for the appellant has submitted that the first Appellate Court erred in reversing the well considered judgment and decree of the trial Court. He further submitted that the first Appellate Court failed to see that the plaintiff has signed in Ex.A3 promissory note only as a guarantor and not as a partner of M/s.Sri Annamar Retreads Firm. He further submitted that the First Appellate Court failed to see that Ex.B1 not at all came into force. He further submitted that DW1 has admitted in his evidence that the amounts mentioned in Exs.A4 to A8 were paid by the plaintiff and received the said receipts in the name of the first defendant. He further submitted that the first Appellate Court failed to see that neither the plaintiff nor his wife were partners in the first defendant's firm and that being so, it cannot be construed that the plaintiff has collected the amount which is due to the first defendant's firm and only from the said amount, he has paid the amounts mentioned in Exs.A4 to A8 to the Sabthasree Enterprises.

11. He further submitted that the first Appellate Court failed to see that the case of the defendants 2 and 3 is that they have already retired as partners from the first defendant's firm and that being so, how the defendants 2 and 3 would have produced the Account Books (Exs.B4 to B6). He further submitted



that the first Appellate Court failed to see that the defendants 2 and 3 did not give any public notice with regard to their retirement as contemplated under Section 32(3) of the Indian Partnership Act, and therefore, the defendants 2 and 3 are liable to pay the suit amount and therefore, he prayed to allow the Second Appeal and set aside the judgment and decree passed by the first Appellate Court and restore the judgment and decree passed by the trial Court.

12. The learned counsel for the appellant in support of his contentions, relied upon the following decisions:-

1) The Lakshmi Vilas bank Ltd., Vs. M/s. Sun Finance and others, 1995-2-L.W.574.

2) Syndicate Bank Vs. R.S.R.Engineering Works and others, (2003) 6 SCC 265.

13. Per contra, the learned Senior Counsel for the first respondent/second defendant has submitted that in Ex.A3 promissory note, it is not stated that the plaintiff had executed the said promissory note only as a guarantor. The recitals found in the said document would show that the plaintiff executed the said document only as a co-borrower and therefore, he cannot take a plea that the first defendant alone was the borrower and he signed only as a guarantor. He further submitted that the oral evidence of DW1 coupled with Ex.B1 would clearly show that the plaintiff was also one of the partners in the business run by the first defendant firm but, since the plaintiff was working as a Junior Engineer in TNEB, his wife Valarmathi was shown as a partner. He further submitted that the plaintiff while examining himself as PW1 has categorically admitted that he also wrote the Account Books (Exs.B4 to B6). He further submitted that Exs.B2 and B3 also would show that the plaintiff took active role in the business of the first defendant.

14. He further submitted that Exs.A4 to A8 would show that the amounts mentioned in the receipts were paid only by the first defendant and since the plaintiff is also one of the partners, he has produced the said documents and made false claim as if he has paid the said amount personally. He further submitted that on 01.04.1996 itself, the defendants 2 and 3 retired from the first defendant partnership firm and only thereafter, the alleged payments were made to the Sabthasree Enterprises and therefore, the plaintiff cannot file a suit against erstwhile partners. He further submitted that the trial Court without taking into consideration of the aforesaid facts in a proper perspective, had decreed the suit mechanically and



hence, the first Appellate Court had rightly interfered with the findings of the trial Court and set aside the judgment and decree passed by the trial Court

and dismissed the suit and in the said factual findings, this Court cannot interfere and therefore, he prayed to dismiss the Second Appeal.

15. The learned counsel for the second respondent/third defendant has adopted the arguments advanced by the learned senior counsel for the first respondent/second defendant. Further, he also contended that the plaintiff had executed Ex.A3 promissory note only as a co-borrower and not as a guarantor. He further submitted that the plaintiff has not only joined for borrowing the amount from Sabthasree Enterprises but also joined for getting loan from the Indian Overseas Bank, Tiruchengode. He further submitted that Exs.B2 to B6 would clearly show that the plaintiff has actively participated in the business of the first defendant firm and hence, he is aware that the defendants 2 and 3 had already retired from the partnership firm of the first defendant and only thereafter, he paid the amount to the Sabthasree enterprises from and out of the funds collected by the first defendant firm and hence, he cannot file a suit against the defendants 2 and 3.

16. He further submitted that Ex.A1 would show that there are two other partners namely, Venugopal and his wife Dhanabakiam who were inducted on 01.04.1996, but the plaintiff did not implead the said Venugopal and his wife Dhanabakiam as parties in this suit. He further submitted that the trial Court failed to consider the aforesaid facts and mechanically decreed the suit and the first Appellate Court had rightly reversed the judgment and decree passed by the trial Court and therefore, he prayed to dismiss the Second Appeal.

17. In para 3 of the written statement, the defendants 2 and 3 have admitted that it is true that the first defendant obtained a loan of Rs.1,10,000/- from the Sabthasree Enterprises and executed a promissory note on 09.04.1994. They also averred that it is true that the first defendant had paid a sum of Rs.30,000/-. So if the first defendant firm borrowed the amount from the Sabthasree Enterprises and also executed a promissory note, it cannot be said that the plaintiff also borrowed the amount and executed Ex.A3 promissory note as a co-borrower. At the most, it can be presumed that the plaintiff has signed in Ex.A3 only as a guarantor. Since the defendants 2 and 3 have admitted that the first defendant paid a sum of Rs.30,000/-, it



would show that the first defendant alone borrowed the

amount. Though the defendants 2 and 3 have taken a plea in their written statement that since the plaintiff was working as a Junior Engineer in TNEB, his wife was shown as a borrower, during the cross examination of PW1 nothing was suggested that the plaintiff wanted to become a partner but since he was working as a Junior Engineer in TNEB, he inducted his wife as a partner.

18. It is true that PW1 during his cross examination has admitted the Ex.B1 and only through him, the said document was marked as exhibit. In the said document, apart from the defendants 2 and 3, three more persons namely, 1) R.Kandasamy 2) Valarmathi (plaintiff's wife) and 3) Megala were also shown as partners of the first defendant firm. PW1 further deposed that Ex.B1 did not come into force. Denying the said answer, nothing was suggested. It is also to be pointed out that Ex.B1 was not registered, but Ex.A2 shows that another partnership deed was executed on the same day i.e., on 25.01.1991 itself between the defendants 2 and 3 and only the said partnership was registered. Ex.A1 is the true copy of the Register of Firms (Form A). The said document would show that the firm was registered on 25.01.1991 by showing that the defendants 2 and 3 alone as partners. The aforesaid fact also would support the case of the plaintiff that Ex.B1 did not come into force.

19. It is also to be pointed out that in Ex.B1 five persons were shown as partners but, as per the Form-A (Ex.A1) only the defendants 2 and 3 are partners from 25.01.1991 and subsequently, two more persons namely, Venugopal and his wife Dhanabakiam were inducted as partners on 01.04.1996. At that time also, the plaintiff's wife was not shown as partner. Further, in para 5 of the written statement, it is stated that the plaintiff and the defendants 2 and 3 and other two partners agreed that the plaintiff should discharge the amount borrowed from the Sabthasree Enterprises and Indian Overseas Bank. If really, Ex.B1 was acted upon, the defendants 2 and 3 in their written statement would have stated that on behalf of his wife, the plaintiff agreed to discharge the loans due to the Sabthasree Enterprises and Indian Overseas Bank.

20. As already pointed out that, in Ex.B1 five persons were shown as partners. If really Ex.B1 was acted upon and any settlement was arrived at between all the partners with regard to who has to discharge which debt, the defendants 2 and 3 would have stated in their written statement that the settlement was



arrived at between them and other partners who were mentioned in Ex.B1 and also newly inducted partners, but they have not pleaded like that. Further, the second defendant, while examining himself as DW1 has stated that Venugopal and his wife Dhanabakiam were inducted as partners and a new partnership deed was executed between them. But he has not stated that at the time of inducting the said Venugopal and his wife as new partners, the plaintiff's wife also joined in the new partnership. Further, he has admitted that there was no written agreement that the plaintiff has to pay the amount due to the Sabthasree Enterprises and the Indian Overseas Bank. Therefore, the contention of the defendants 2 and 3 that the plaintiff had agreed to discharge the loan due to the Sabthasree Enterprises and Indian Overseas Bank cannot be accepted.

21. As already pointed out that in none of the documents it is stated that the plaintiff is also one of the partners in the first defendant firm. In Ex.A3 promissory note, it is stated that on behalf of the first defendant firm, the second defendant had executed the said promissory note. If really the plaintiff was also one of the partners, at least in that document, he would have been shown as one of the

partners and that he also executed the said document on behalf of the first defendant firm.

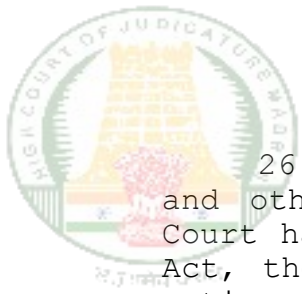
22. With regard to the contention of the defendants 2 and 3 that the plaintiff wanted to become a partner but since he was working as a Junior Engineer in TNEB, he inducted his wife as one of the partners, except Ex.B1, the defendants 2 and 3 have not produced any other document. As already pointed out that PW1 has categorically stated in his evidence that Ex.B1 was not acted upon. Exs.A1 to A3 also would show that Ex.B1 was not acted upon. Under the said circumstances, merely because the plaintiff wrote Accounts of the first defendant firm, it cannot be presumed that either the plaintiff or his wife was also partners. The evidence available on record would show that the plaintiff also has shown some interest in the business which was run by the defendants 2 and 3 and only on that account, he had also executed Ex.A3 promissory note along with the second defendant and also wrote accounts on few days. EX.A12 also shows that for the loan borrowed by the defendants 1 to 3, the plaintiff stood as a guarantor. Under the said circumstances, the contention of the plaintiff that since the loan was obtained by the first defendant firm, Exs.A4 to A9 receipts were issued in the name of the first defendant appears to be an acceptable one.



23. Further, if really, the plaintiff was also one of the partners in the first defendant firm and he had collected the amount which was due to the first defendant and only from the said amount he discharged the loan due to the Sabthasree Enterprises, he would not have allowed the defendants 2 and 3 to produce the Account Books of the said firm. The conduct of the defendants 2 and 3 would show that they got the Account Books from the present partners namely, Venugopal and his wife and produced before the Court. Further, when the defendants 2 and 3 have produced the Account Books relating to the year 1995, there will not be any difficulty for them to produce the Account Books for the subsequent years also and prove before the Court that the plaintiff has paid the amount due to the Sabthasree Enterprises out of the amount collected by him on behalf of the first defendant. At least they would have examined the present partners namely, Venugopal and his wife as witnesses before this Court and prove that the aforesaid amounts were paid only on behalf of the first defendant firm.

24. It is true that the plaintiff while examining himself as PW1 has admitted in his cross examination that in Exs.A4 to A8, it is stated that the entire amounts were paid by the first defendant firm and also admitted that he has not signed in the column meant for the person who paid the amount. But, he denied the suggestion that the said amount was paid only on behalf of the first defendant. The second defendant also while examining himself as DW1 has admitted in his cross examination that the plaintiff has paid the amount to the Sabthasree Enterprises as if the first defendant has paid the amount. As already pointed out that the defendants 2 and 3 have not examined the present partners and prove that the plaintiff is also one of the partners and he paid the amount only on behalf of the first defendant firm.

25. It is also to be pointed out that the second defendant has stated in his written statement that he has not received any pre-suit notice and that only the third defendant had received notice and he approached the plaintiff and at that time, the plaintiff promised that he will not file the suit and hence, the third defendant did not send any reply. The second defendant in his evidence has admitted that neither the third defendant nor himself had sent any reply to the pre-suit notice. He further stated that the plaintiff's brother Sengodan told them that he will settle the matter and hence, he did not send any reply but the said fact, has not been stated in the written statement. If really, the defendants are not liable to pay the suit amount, they would have sent reply notice to the pre-suit notice, but they have not sent any reply notice.



26. In The Lakshmi Vilas Bank Ltd., Vs. M/s. Sun Finance and others, (cited supra) the Hon'ble Division Bench of this Court has held that as per Section 45 of the Indian Partnership Act, the partnership continues as to third persons until public notice of dissolution is given, unless the person dealing with the firm after its dissolution, had actual knowledge of such dissolution.

27. In Syndicate Bank Vs. R.S.R.Engineering Works and others, (cited supra) the Hon'ble Supreme Court has held that in view of the Section 32(3) of the Indian Partnership Act, in the absence of agreement discharging the retiring partners, they would be liable for their pre-retirement liability. Further it was held that if a creditor takes a new security for the debt from the continuing firm, then it shows his intention to deal with the continuing partner for debts owed by the firm. In the absence of such agreement, express or implied, public notice is necessary.

28. In this case, though the defendants 2 and 3 pleaded in their written statement that the plaintiff is also one of the partners in the first defendant firm, they have not proved the said plea by adducing satisfactory evidence and that being so, they cannot take a plea that the plaintiff got knowledge that the defendants 2 and 3 retired from the first defendant firm and thereafter, he paid the amount owed by the first defendant to the Sabthasree Enterprises. In such a case, they should have issued a public notice but in this case, admittedly they have not issued any public notice and therefore, they are liable to pay the amount paid by the plaintiff on behalf of the first defendant firm.

29. The trial Court, taking into consideration, the aforesaid facts had rightly held that the defendants are liable to pay the suit amount. But the first Appellate Court had erroneously reversed the findings of the trial Court and therefore, this Second Appeal has to be allowed against the defendants 1 and 2 are concerned. Since the Second Appeal is dismissed as against the third respondent/first defendant for non payment of batta as per the order of this Court dated 20.03.2018, the Second Appeal has to be allowed in respect of the respondents 1 and 2 alone.

30. In the result, the Second Appeal is allowed against the respondents 1 and 2 alone. Already the Second Appeal is dismissed as against the third respondent as per the order of this Court dated 20.03.2018. Hence, the judgment and decree passed by the first Appellate Court against the defendants 2 and



3 are alone set aside and the judgment and decree passed against the first defendant are confirmed. Accordingly, the judgment and decree passed by the trial Court against the defendants 2 and 3 alone are confirmed. The respondents 1 and 2 / defendants 2 and 3 are directed to pay the proportionate costs to the appellant/plaintiff in this second appeal. Consequently, connected Miscellaneous Petition is closed.

Sd/-
Assistant Registrar (Audit)

//True copy//

Sub Assistant Registrar

dna

To

1.The Principal District Judge, Erode.

2.The II Additional Sub-Court, Erode.

Copy To

The Section Officer,
VR Section, High Court, Madras.

+1cc to Mr.Naveen Kumar Moorthy, Advocate SR.No.104391

+1cc to Mr.A.K.Kumarasamy, Advocate SR.No.104423

S.A.No. 881 of 2006
and
MP.No.1 of 2006

VG I (CO)
GMY (07/05/2021)