

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on: 04.02.2020

Pronounced on: 14.02.2020

Coram::

The Honourable Dr.Justice G.Jayachandran

C.S.No.369 of 2008

Mrs.V.Swarnalatha,
wife of Late V.Kesava Chowdhary,
Flat No.13, Kalyan Nagar,
Near AG Colony, Hyderabad. ... Plaintiff

/versus/

1. V.M.Chettiar and Sons India LL.P,
Represented by its Managing Partner,
V.M.Lakshminarayanan,
No.337, Anna Salai,
Teynampet, Chennai – 600 018.

Amended as per order dated 30.10.2019 in A.No.137 of 2019.

2. Mr.V.M.Lakshminarayanan,
Son of Murugesu Chettiar,
Office at No.272, Mount Road,
Teynampet, Chennai – 18. ... Defendants

Prayer: Complaint is filed under Order VII Rule 1 of Civil Procedure Code read with Order IV of Original Side Rules.

a. Declare the Defendants jointly and severally to pay Rs.3,30,25,360/- to the plaintiff with interest at 12% per annum from the date of institution of this suit till the date of realization.

b. To award cost of the proceedings.

For Plaintiff : Mr.Sharath Chandran
for Mr.V.Raghavachari

For Defendants : Mr.T.V.Ramanujam, Senior Counsel,
for Mr.S.Elambharathi

J U D G M E N T

The Suit is for recovery of money promised by the defendants to pay.

2. Case of the plaintiff:

The plaintiff is wife of Late Thiru.V.Kesava Chowdhary. The husband of the plaintiff and the 1st defendant Company entered into a business proposal, wherein, they decided to purchase properties in and around Chennai, to develop it into Commercial Complex and sell it for premium. Accordingly, in the months of May and August 1995, the

plaintiff's husband contributed around one crore rupees for the project in respect of a property at Teynampet, Chennai. The 1st defendant invested around 3 crores of rupees in the said project, but the project did not gain headway on account of dispute among the family members of the vendors. Therefore, the 1st defendant agreed to return one crore rupees invested by the plaintiff's husband and in addition also agreed to pay a sum of Rs.1,60,00,000/- (Rupees One Crore Sixty lakhs only) inclusive of interest subject to successful completion of the projects on hand. The said agreement dated 23.10.1998 was reduced into writing. As per the terms of the agreement, the 1st defendant paid Rs.40,00,000/- to the plaintiff's husband on 23.10.1998. Agreed to pay the balance Rs.60,00,000/- (Rupees Sixty Lakhs only) before December 1998 and the further a sum of Rs.1,60,00,000/- (Rupees One Crore Sixty Lakhs only) by August 1999. The plaintiff's husband died in a road accident in the year 1999. The defendants did not pay the balance Rs.60,00,000/- (Rupees Sixty Lakhs Only) as well as the Rs.1,60,00,000/- (Rupees One crore Sixty Lakhs as agreed. Later, the plaintiff on behalf of her late husband and the 1st defendant entered into the agreement dated 14.08.1999. In continuation to the first agreement dated 23.10.1998, the plaintiff and the 1st defendant agreed for extension of time for the enforcement of the agreement. The 1st defendant paid Rs.26,00,000/-

(Rupees Twenty Six Lakhs only) to the plaintiff and took time to pay the balance Rs.34,00,000/- in instalment commencing from September 1999 and end by December, 1999. Regarding the additional sum of Rs.1,60,00,000/- (Rupees One Crore Sixty lakhs only), the 1st defendant agreed to pay the said money by January 2001. The defendant paid Rs.24,00,000/- on 05.01.2000 in all under 3 demand drafts. The plaintiff was made to go over to Madras on several occasions and except promises, no genuine efforts was taken by the defendant to repay the amount. On 02.03.2005, the defendant again acknowledged the amounts payable and gave a written undertaking to pay the entire amount of Rs.1,60,00,000/- by end of March, 2008 and paid Rs.5,00,000/- (Rupees Five lakhs only). Though the document contains the recital that a sum of Rs.1,00,00,000/- (Rupees One Crore only) paid. Shockingly, on 12.03.2008, the first defendant wrote a letter addressed to the plaintiff and copy marked to G.K.Naidu, denying the liability to pay Rs.1,60,00,000/- (Rupees One crore Sixty lakhs). Having utilised the funds advanced by the plaintiff's husband and effectively enjoyed, the defendant deliberately unwilling to pay the money agreed. Hence, the plaintiff issued notice through her lawyer calling upon the defendant to pay the outstanding dues. The 1st defendant replied denying the liability.

3. Pending suit, the 1st defendant company has changed its composition, hence the Director of the 1st defendant company, who signed the agreements was impleaded as 2nd defendant.

4. Case of the defendant:

The 2nd defendant is not a necessary party to the suit. No averment has been made in the plaint against the 2nd defendant. Hence, the case is hit by mis-joinder. Further, Late Kesava Chowdhary died leaving his wife and three children as his legal heirs. The other legal heirs of Late Kesava Chowdhary are not parties in the suit, hence the suit is also hit by non-joinder of necessary parties. Besides the legal defence, the true facts relating to the suit transaction was not as narrated in the plaint. The 1st defendant had planned on a project for developing a large Commercial property at Teynampet, Chennai, extending about 13½ grounds out of which, a portion being occupied by trespassers. Knowing the risk, Kesava Chowdhary persuaded the 1st defendant to take him as associate and remitted a sum of Rs.1,00,00,000/- as a fund for the project in the year 1995. No document was signed by the parties and no agreement was entered into. The deal was purely speculative in nature. He did not take any active part in the project. The 1st defendant made

efforts to purchase the said property at the estimated costs of Rs.10 crores owned by 30 different owners. Late Mr.Kesava Chowdhary, the plaintiff's husband besides Rs.1,00,00,000/- (Rupees one crore only) paid, also promised to give more funds as and when required. The 1st defendant was able to acquire interest in 4½ grounds. There were litigation pending among various owners, who had shares in the land and other promoters like Jain Housing and Construction Company, were also interested in the property and negotiating with the owners. While, the 1st defendant was struggling to get the project go, Kesava Chowdhary withdrew from the project and demanded the return of the amount given by him. In the said circumstances, agreement was entered on 23.10.1998. As per this agreement, Kesava Chowdhary took back Rs.40,00,000/- (Rupees Forty Lakhs Only) during his lifetime. On his death, the balance sum of Rs.60,00,000/-(Rupees Sixty Lakhs) was received by his wife, the plaintiff. Clause 2 of the agreement dated 23.10.2008 stipulated that, a further sum of Rs.1,60,00,000/- (Rupees One crore sixty lakhs) will be paid to Kesava Chowdhary by the end of August, 1999, subject to the successful completion of the projects on hand.

5. The agreement to pay the additional sum of Rs.1,60,00,000/- (Rupees One Crore Sixty lakhs) was subject to the condition that the Teynampet project got successfully implemented. Due to various circumstances, beyond the control of the 1st defendant and which was made worse by the withdrawal of Kesava Chowdhary from the project, the 1st defendant incurred heavy loss. The subsequent deeds dated 14.07.1999 and 02.03.2005 were executed due to the pressure tactics adopted by the plaintiff. Those deeds are subject to the terms laid in the original agreement dated 23.10.1998. Therefore, when the project could not be implemented, the plaintiff was duly informed vide letter dated 12.03.2008 by the 1st defendant, marking a copy to G.K.Naidu that the payment of any amount as good will gesture will not arise as the land could not be developed. With the above rival contentions the parties went for trial.

6. This Court, on 25.01.2011 framed the following issues for consideration:

(i). Has not the defendants committed default in payment of money as per the agreement dated 23.10.1998?

(ii). Are not the defendants liable to pay Rs.3,30,25,360/- with interest at the rate of 12% to the plaintiff?

(iii). Whether the entire amount due to Kesavan Chowdhary has been repaid to the plaintiff?

(iv). Whether the failure of the project was only due to omission and commissions of Kesava Chowdhary?

(v). Whether the suit is bad for the non joinder of necessary parties i.e., the heirs of Kesava Chowdhary under whom the plaintiff claims?

(vi). Whether the 2nd defendant is an unnecessary party to the suit and the suit is hit by misjoinder of necessary parties?

7. On behalf of the plaintiff, her son Pranav was examined as P.W-1, one of the signatory to the agreement deed dated 14.07.1999 was examined as P.W-2 and one behalf of the defendants, V.M.Lakshminarayanan, the 2nd defendant and also the Director of the 1st defendant examined as D.W-1. On behalf of the plaintiff, 9 documents and on behalf of the defendants 16 documents were marked.

8. Submission of the respective counsels:

The Learned Senior Counsel representing the plaintiff submitted that, the 1st defendant represented by the 2nd defendant, received a sum of Rs.1,00,00,000/-, for the project at Teynampet from Kesava Chowdhary in the year 1995 with a specific understanding that, the money will be invested in the project in a particular manner and both will reap profit. Once, they found the project got bogged down by litigations, Kesava Chowdhary demanded the money back. The 2nd defendant representing the 1st defendant agreed to repay the money as per Ex.P-2 dated 23.10.1998. In the subsequent agreements entered with the plaintiff on 14.07.1999 (Ex.P-4) and on 02.03.2005 (Ex.P-6), the defendants have acknowledged the liability and agreed to pay the additional amount without any condition. Therefore, having agreed to pay the money to the plaintiff after the demise of her husband Kesava Chowdhary, the defendants malafidely pleads that, the agreement to pay the additional sum of Rs.1,60,00,000/- was a contingent contract subject to successful completion of the project. The project failed not because of Kesava Chowdhary withdrawal from the project. These allegations are all afterthought and pleas contrary to the written agreement to defeat the lawful claim of the plaintiff.

9. Regarding the claim of the interest, the Learned Counsel for the plaintiff would content that though the agreement does not say anything about interest, the transactions being commercial in nature, the plaintiff is entitled for 24% interest but the plaintiff has restricted the interest at the rate of 9%.

10. Per contra, the Learned Senior Counsel appearing for the defendants would submit that, the investment of Rs.1,00,00,000/- by Kesava Chowdhary in the project is admitted. The investment made by Kesava Chowdhary on the understanding that, he will financially contribute further and assist the defendants in successful completion. However, Kesava Chowdhary wanted to withdraw from the project since there was difficulty in purchase of the entire proposed 13 ½ grounds of land. The defendants agreed to pay back his contribution and also was generous to give him a further sum of Rs.1,60,00,000/- (Rupees One Crore Sixty Lakhs) provided the project gets completed successfully. Unfortunately, the project did not fructify. The defendants were forced to sell their holdings to meet out their bank loan. The 1st defendant company incurred heavy loss. They promised Rs.1,00,00,000/- (Rupees One crore only) was paid to the plaintiff in instalments and she also accepted the same and executed the agreement Ex.P-6. Contrary to the

recital in Ex.P-6, regarding the receipt of Rs.1,00,00,000/- (Rupees One Crore), the plaintiff has pleaded, she was paid only Rs.95,00,000 (Rupees Ninety Five lakhs Only) in total.

11. According to the Learned Counsel for the defendants, the agreements in Ex.P-2, Ex.P-4 and Ex.P-6 has to be read together and not in bits and pieces. In Ex.P-2, the Clause-II, additional sum of Rs.1,60,00,000/- (Rupees One Crore Sixty Lakhs only) payable subject to the successful completion of the project. In Ex.P-4, it is specifically stated that, this agreement is continuation of the agreement dated 23.10.1998 (Ex.P-2), except substitution of the Swarnalatha (plaintiff) in the place of Kesava Chowdhary. In Ex.P-6 dated 02.03.2005, it has been again stated that, the additional amount of Rs.1,60,00,000/- was agreed to pay in anticipating the project implementation, but the project did not come up. Therefore, the agreement to pay additional amount was subject to successful completion of the project, since the project failed, the conditional Clause falls within the meaning of contingent contract as defined under Section 31 of the Indian Contract Act. Since, in this case, the future event of successful completion of the project did not happen, the defendants are not liable to pay any money to the plaintiff.

12. Findings:

The agreements dated 23.10.1998, 14.07.1999 and 02.03.2005, which are marked as Exhibits Ex.P-2, Ex.P-4 and Ex.P-6 are not disputed. The recitals in these agreements are very essential to decide whether the defendants has committed any default in payment of money and whether they are liable to pay any money to the plaintiff. Hence the recitals are extracted below:-

Ex.P-2:

AGREEMENT

"Whereas BUTTERFLY CONSTRUCTIONS LIMITED, No.272, Mount Road Teynampet, Chennai – 600 018, a company registered under the Companies Act, 1956, represented by its Director, Mr.V.M.Lakshminarayanan, S/o.Mr.V.Murugesha Chettiar, residing at No.9, Malaviya Avenue, Sivagamipuram, Thiruvannamiyur, Chennai – 600 041, hereinafter referred to as party of the First Part.

Whereas V.Kesava Chowdry, S/o. Mr.V.Ramanna, aged about 47 years, residing at Plot No.13, Kalyan Nagar, Hyderabad – 38 hereinafter referred to as party of Second Part.

And whereas both the parties discussed amongst themselves and arrived at a business proposal to buy real estate properties in and around Chennai and develop them as commercial complexes for outright sale at a premium and in this respect, the party of the Second Part financed the proposal to the extent of Rs.One Crore.

And whereas the party of the first Part did procure commercial land at a prime location on Mount Road in Teynampet, Chennai by spending substantial sum of the extent of over Rupees Three Crores and the same got bogged down in litigation among the Joint family members of the vendors and meanwhile the recessionary conditions in Real Estate business hampered the project further and as a result the project could not be completed and the venture could not be proceeded with. Consequently, the party of Second Part demanded return of the sum of Rupees One Crore advanced by him towards the aforementioned project proposal and on this negotiations were held between the parties concerned and an agreement in arrived at on the following terms:

TERMS OF THE AGREEMENT:-

- 1. The party of the second part, V.Kesava Choudry acknowledges receipt of Rupees Forty Lakhs, as party payment of the total sum advanced by him.*
- 2. The party of the First Part, V.M.Lakshminarayanan, agrees to pay a sum of*

Rs.60,00,000/- (Rupees Sixty Lakhs) by end of December, 1998 and a further sum of Rs.1,60,00,000/- (Rupees One Crore and Sixty Lakhs only) by end of August, 1999, in full settlement of all claims including interest, if any, subject to successful completion of the projects on hand.

3. Both the parties agree to the above terms.

Party of the First Part Party of the Second Part

WITNESSES

Ex.P-4:

DEED OF AGREEMENT

This Deed of agreement executed at Chennai, this 14th day of July 1999.

Whereas an agreement dated 23rd October, 1998 was executed between BUTTERFLY CONSTRUCTIONS LIMITED (BCL), a company registered under the Companies Act, 1956, having its registered office at 272, Anna Salai, Teynampet, Chennai – 600 018 represented by its Director Mr.V.M.Lakshminarayanan, S/o Mr.V.Murugesu Chettiar, residing at No.9, Malaviya Avenue, Sivakamipuram, Thiruvannamiyur, Chennai – 600 041 (Party of the First Part) and Mr.V.Kesava Chowdry, S/o. Mr.V.Ramanna, resident of Plot No.13, Kalyan Nagar, Hyderabad – 38 (Party of the Second Part).

Whereas the said Mr.V.Kesava Chowdry died in a road

accident and Mrs.V.Swarnalatha, wife of late Mr.Kesava Chowdry, aged 40 years, residing at Plot No.13, Kalyan Nagar, Hyderabad - 38 (hereinafter referred to as party of the second part) claims to be the lawful legal heir of the deceased.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1.The party of the Second Part, Mrs.V.Swarnalatha, acknowledges receipt of part payment of Rs.26,00,000/- (Rupees twenty six lakhs) out of Rs.60,00,000/- (Rupees sixty lakhs) as reflected in the agreement dated 23rd October 1998.

2.The party of the First Part, Mr.V.M.Lakshminarayanan, agrees to pay balance sum of Rs.34,00,000/- (Rupees thirty four lakhs) in instalments commencing from September 99, to be completed by December 99 and a further sum of Rs.1,60,00,000/- (Rupees one crore and sixty lakhs) by end of January 2001 in full settlement.

3.This agreement is in continuation of the agreement dated 23.10.1998 and does not provide for any additional payment to the party of the second part, excepting shifting of the liability acknowledged by the party of the first part to Mrs.V.Swarnalatha, party of the second part, as herein above mentioned.

4.Both the parties agree to the above terms.

Party of the First Part

Party of the Second Part

WITNESSES

Ex.P-6:

Deed of Agreement

This Deed of Agreement executed at Chennai this 2nd day of March, 2005 and further to agreements dated 23.10.1998 and 14.07.1999 executed between Butterfly Constructions Ltd., and respectively Late Sri.V.Kesava Chowdary and Mrs.V.Swarnalatha, W/o.Late Sri V.Kesava Chowdary.

Mrs.V.Swarnalatha hereby acknowledge receipt of Rs.1,00,00,000/- (Rupees one crore only), financed by Late Sri.V.Kesava Chowdhary to Butterfly Constructions Ltd.

In view of Late Sri.V.Kesava Chowdhary's involvement in the project in the initial stage, as a gesture Butterfly Constructions Ltd., agreed to pay further sum of Rs.1,60,00,000/- (Rupees One Crore and Sixty Lakhs only) by end of January 2001, anticipating the project implementation.

As circumstances were not favourable to Butterfly Constructions Ltd., the project did not come up.

However, we hereby extend our aforesaid liability

to pay Rs.1,60,00,000/- (Rupees One Crore and Sixty Lakhs only) for payment by end of March – 2008.

Party of the First Part

Party of the Second Part

BUTTERFLY CONSTRUCTIONS LTD.,

13. The Learned Counsel for the defendants submit that the recitals in these documents have to read conjointly and there can be no dispute over the said submission. On conjoint reading of the recitals extracted above, one can find a vital difference in the recital of Ex.P-6 and the recital of Ex.P-2, executed 7 years earlier. In Ex.P-6, it is explicitly recorded that, in view of Late Kesava Chowdhary involvement in the project in the initial stage, as a gesture the 1st defendant agreed to pay further sum of Rs.1,60,00,000/- by end of January, 2001, anticipating the project implementation. As circumstances were not favourable to Butterfly Construction Ltd (1st defendant), the project did not come up. However, we hereby extend our aforesaid liability to pay Rs.1,60,00,000/- for payment by end of March, 2008.

14. Thus, the defendant despite the project could not be come up, had agreed to pay Rs.1,60,00,000/- by end of March, 2008. This is because of the fact, the 1st defendant has already sold the land in the year 2003. The future event which was referred in Ex.P-2 dated

23.10.1998, no more exist when Ex.P-6 was executed on 02.03.2005. Since the condition in the first agreement dated 23.10.1998 has become redundant, the defendant conscious of the fact has explicitly stated that, the project did not come up, however, we extend our aforesaid liability to pay Rs.1,60,00,000/-. Between 1998 and 2005 several intervening facts have lead the parties to the agreement to reschedule the payment, giving up the conditional clause, 'successful completion of project', but fixation of date for payment simplicitor.

Section 31 of the Indian Contract Act,

"Contingent contract" defined.

31."Contingent contract" defined.-A " contingent contract " is a contract to do or not to do something, if some event, collateral to such contract, does or does not happen.

सत्यमेव जयते

15. Having agreed on 02.03.2005 under Ex.P-6, to pay Rs.1,60,00,000/- by end of March 2008, the defendant has sent the letter Ex.P-7 on 12.03.2008 to the plaintiff copy marked to P.W-2 saying, they could not acquire the full property required for the project therefore, the project did not materialised. The bankers insisted that whatever portions of the property purchased, been sold to liquidate the bank

liability. Hence, the project could not be implemented. Therefore, the question of development of the land and consequently the payment of any goodwill gesture does not arise.

16. It is pertinent to note that, in the written statement filed on behalf of the defendants, the defendants have furnished the list of documents relied by them. At serial No.7 they have mentioned copies of sale deeds executed in favour of the defendants (Volume-I) and at serial No.8 they have mentioned copies of the sale deeds executed by the defendants in favour of third parties (Volume-II). Conveniently, the defendants have not marked those documents. However, the undisputed fact is that, the properties purchased by the 1st defendant with the financial contribution of the plaintiff's husband in the year 1995 were sold away by the defendant in the year 2003. When the agreement Ex.P-6 executed by the 1st defendant, both the parties to the agreement (the plaintiff and the 1st defendant) were aware of that fact. That is why, having realised that, the contingent existed in the year 1998 has become redundant in the year 2005, in the subsequent agreement dated 02.03.2005 (Ex.P-6), it has been explicitly stated that, the project did not come up, however, Rs.1,60,00,000/- will be paid by end of March, 2008. Having promised to pay the said money by end of March, 2008,

despite the project being not implemented, the defendant has later refused to pay the promised money, this is nothing but breach of promise.

Issues 1 and 2:

For the aforesaid reasons, it is held that, the defendants promised the plaintiff to pay Rs.1,60,00,000/- by the end of March 2008 as per the agreement Ex.P-6 dated 02.03.2005, which is the consequential agreement of Ex.P-2 and Ex.P-4 but defaulted in payment of the said money. Therefore, the defendants as agreed, liable to pay only Rs.1,60,00,000/- as on 01.04.2008. Till that date, the plaintiff has no right to claim any interest whatsoever since in the 1st agreement itself, parties have agreed to this amount as inclusive of interest, if any. The said term never been altered even though the debt was acknowledged and time for payment was extended. Hence, issue Nos.1 and 2 are answered accordingly.

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Issues 3:

The defendants have received Rs.1,00,00,00/- (Rupees One crore) from Kesava Chowdhary in the year 1995 and same is admitted. They have repaid only Rs.40,00,000/- (Rupees Forty lakhs) on 23.10.1998, when Ex.P-2 agreement was signed. Later, Kesava Chowdhary died somewhere in 1999. From Ex.P-3, Ex.P-4 and Ex.P-6, it is evident that, Kesava Chowdhary has received Rs.40,00,000/- (Rupees Forty Lakhs) and the plaintiff has received Rs.60,00,000/- (Rupees Sixty Lakhs Only) in total Rs.1,00,00,000/- (Rupees One crore only). Though in the plaint it is stated that, only Rs.95,00,000/- (Rupees Ninety Five lakhs only) was paid by the 1st defendant in instalments, the recital in Ex.P-6 reveals that, the plaintiff has received a total sum of Rs.1,00,00,000/- (Rupees one crore) as on 02.03.2005. This is not the entire sum payable to the Kesava Chowdhary as per Ex.P.2 and subsequent agreement. Therefore, issue No.3 is held in negative.

Issue No.4:

Late Kesava Chowdhry came out from the project as early as 1998 and died in the year 1999. Till 2008, the defendants never whispered about any omission or commission of Late Kesava Chowdhary as cause for the failure of the project. For the first time, in reply notice Ex.P-9 dated 24.03.2008, the defendant has pointed the accusing finger

towards Kesava Chowdhary as an additional factor for the failure of the project. This allegation is not only baseless but also contrary to the recitals found in Ex.P-2 and Ex.P-6. Therefore, issue No.4 is held in negative.

Issue Nos.5 and 6:

After the demise of Kesava Chowdhary, the defendants had negotiated with the plaintiff and entered into the agreements Ex.P-4 and Ex.P-6. Since the agreements are with the plaintiff and the suit is filed for breach of the agreement terms, the other legal heirs of Kesava Chowdhary are not necessary to be joined as plaintiff. Similarly, the 2nd defendant as the Director of the 1st defendant had signed the agreements, which are subject matter of the suit. The 1st defendant Company has changed its composition pending suit, hence the 2nd respondent has been impleaded as 2nd defendant. The 2nd defendant is not a stranger to the dispute. He is the signatory of the agreements in dispute. Therefore, the 2nd defendant cannot be termed as mis-joinder. Hence, the suit is neither bad for nonjoinder of necessary party nor hit by mis joinder. Hence, issue Nos.5 and 6 are held accordingly.

17. In the result, the suit is **Party-Allowed**. The plaintiff is

entitled for a decree against the defendants for a sum of Rs.1,60,00,000/-(Rupees One Crore Sixty Lakhs only) along with interest at the rate of 6% from 01.04.2008 till the date of realisation along with cost of the suit.

14.02.2020

Index :Yes
 Internet :Yes/No.
 Speaking order/Non-speaking order.

List of Witness examined on the side of the Plaintiff:-

1. Pranav (P.W.1)
2. G.K.Naidu (PW.2)

List of Witness examined on the side of the Defendants :-

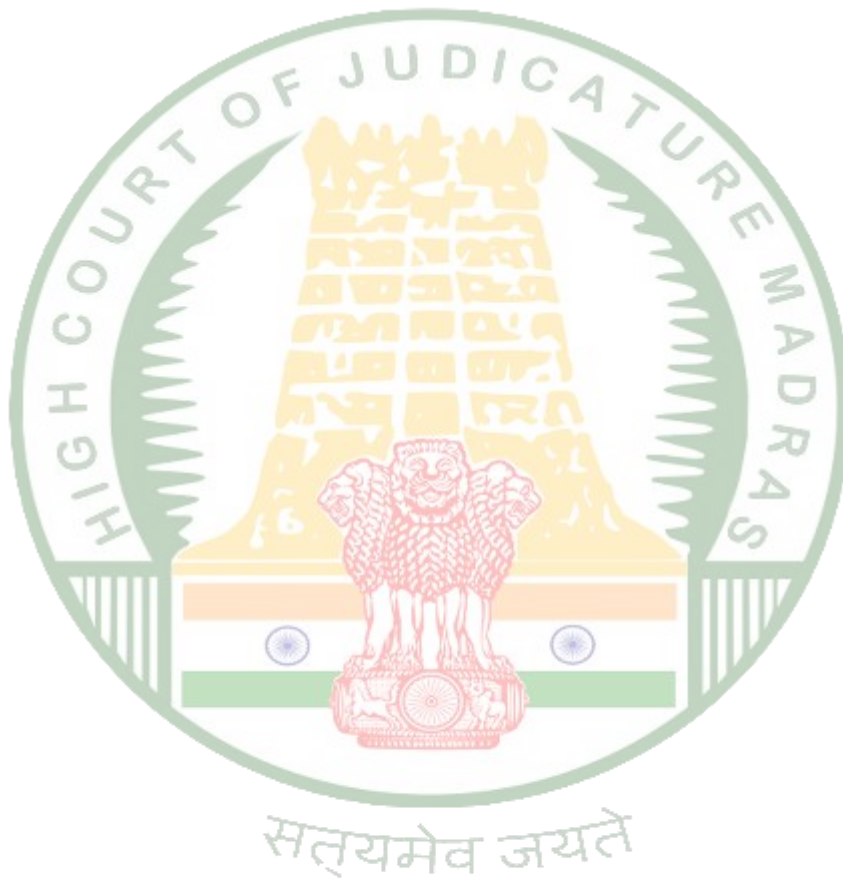
1. V.M.Lakshminarayanan (D.W.1)

List of the Exhibits marked on the side of the Plaintiff:-

Sl. Nos.	Exhibits	Date	Description of documents
1.	Ex.P.1	03.06.2011	The authorisation letter
2.	Ex.P.2	23.10.1998	The agreement (original)
3.	Ex.P.3	27.02.1999	The letter (original)
4.	Ex.P.4	14.07.1999	The deed of agreement (original)
5.	Ex.P.5	--	The statement of accounts (original)
6.	Ex.P.6	02.03.2005	The deed of agreement (original)
7.	Ex.P.7	12.03.2008	The letter (original)
8.	Ex.P.8	15.03.2008	The Advocate notice (copy)
9.	Ex.P.9	24.03.2008	The reply notice (original)

List of the Exhibits marked on the side of the Defendants:-

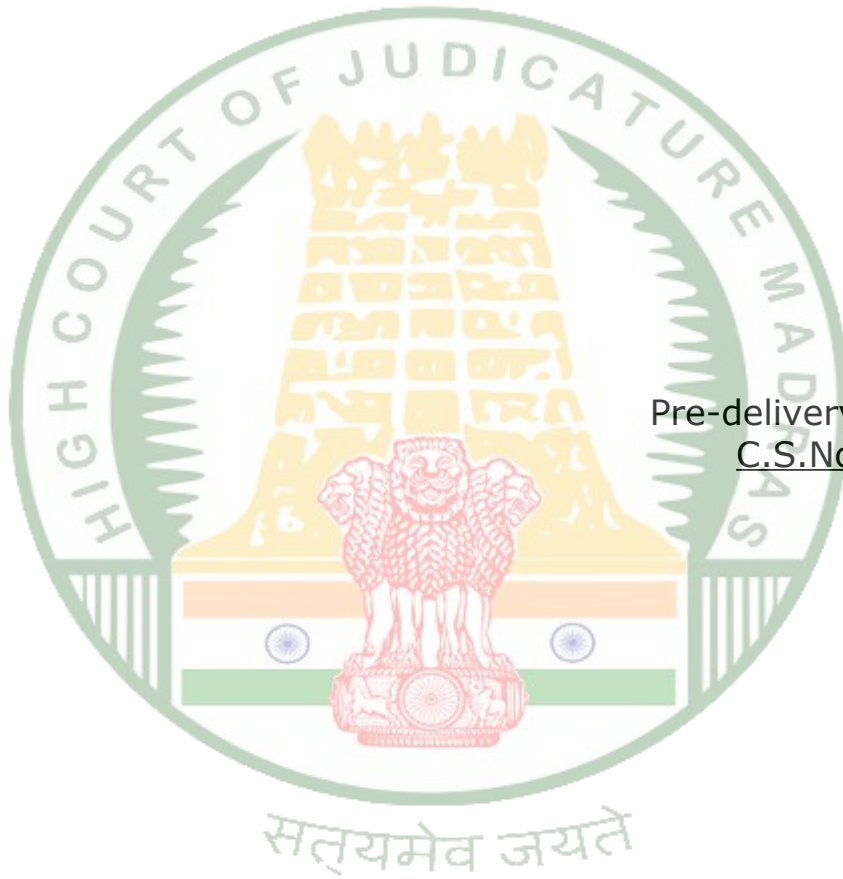
- 1.Ex.D.1 – dated 25.06.2012 – The Board Resolution (copy)
- 2.Exs.D.2 to D.16 – The Annual Reports of the first defendant company for the period 1994-1995 to 2008-2009 (T/c)



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Dr.G.Jayachandran,J.

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Pre-delivery judgment in
C.S.No.369 of 2008

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14.02.2020