IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 03.01.2020

PRONOUNCED ON : 10.01.2020

CORAM

THE HONOURABLE DR.JUSTICE G.JAYACHANDRAN

Civil Suit No.668 of 2005

V.Arunagiri ... Plaintiff

Vs

1.Mr.A.M.Gopalan,
Managing Director,
Sree Gokulam Chits & Finance
Co. P Ltd.,
66 Arcot Road,
Kodambakkam,
Chennai – 600 024.

2.A.M.G.Naiju, Director,
Sree Gokulam Super Market P Ltd.,
66 Arcot Road,
Kodambakkam,
Chennai – 600 024.

3.The Director,
Sree Gokulam Super Market P. Ltd.,
66 Arcot Road, Kodambakkam,
Chennai – 600 024. ... Defendants

Prayer:- This Civil Suit is filed under OrderVII Rule 1 and Order XXXIII Rule 2 C.P.C., of R/w Order IV Rule 1 of High Court Original Side Rules for the following reliefs:-

"a)Granting leave to sue the defendants by the plaintiff as indigent person.

b)directing the defendant-3 by way of mandatory injunction to pay the plaintiff a salary of Rs.20,000/- p m plus other maximum permissible allowances in accordance with the provisions of the Indian Companies Act, 1956 Section 309 for acting as the whole time Director of the defendant – 3 company as per the agreement dated 25.07.1999.

c)directing the defendant – 3 to allot shares for Rs.2,50,000/- 50% of the total share capital of Rs.5,00,000/- to the plaintiff for which the value is paid as per the agreement dated 25.07.1999 with the defendants 1 & 2;

d)directing the defendants 1,2 and 3 to pay a sum of Rs.25,41,150/- towards the consultancy services, monthly salaries and rents & its arrears, interest payments, etc., as claimed by the plaintiff herein above;

e)directing the defendants 1,2 & 3 to pay a sum of Rs.5,00,00,000/- as compensation for mental agony and losses suffered by the plaintiff;

f)directing the defendant – 3 by way of mandatory injunction to restore the duties, responsibilities and authorities held by the plaintiff till 31.05.2001;

g)directing the defendants 1 & 2 to pay the interest on the decreetal amount from the date of suit to that of the date actual payment @ 24% p.a and *h)Cost of the suit be awarded to the plaintiff against the defendants 1, 2 and 3."*

For Plaintiff	:Mr.K.Ashok Kumar
For Defendants 1 & 2	:Mr.L.Rajasekar for Mr.R.S.Kirubakaran
For Defendant 3	:Set Exparte

JUDGMENT

The plaint averment in brief:-

The plaintiff is the business promoter by occupation and have vast experience in promoting business. The first defendant as the Managing Director of group of companies, appointed the plaintiff as Marketing Manager with a stipend of Rs.20,000/- per month on 07.07.1999 in Sri Gokulam Chits & Finance Company Limited. After efflux of time, recognising the capability of plaintiff's business skill, the first defendant invited the plaintiff to join him as an equity partner in a new company. When the plaintiff expressed his fund constraints, the first defendant came forward to extend loan to the plaintiff. Thus, a new company by name, Sri Gokulam Super Market Private Limited with share capital of Rs.1 crore was started, in which, the plaintiff and the first defendant held 50% of the shares.

2.The plaintiff was appointed as Managing Director of the company with Rs.20,000/- rupees per month as remuneration and 10% of the project cost as consultancy charges. It was agreed between the plaintiff and the defendants that the loan amount advanced by the first defendant will be adjusted from the salary of the plaintiff and the profit generated from the business. The plaintiff was appointed as Whole time Director of Sri Gokulam Super Market Private Limited with effect from 01.08.1999 vide Board Resolution dated 25.07.1999. As per the terms and conditions, the plaintiff started functioning as whole time Director of the third defendant company namely Sri Gokulam Super Market Private Limited. All monies payable to the plaintiff were adjusted towards the loan amount till December 2000. It was decided to gain more experience in running a chain of departmental stores by taking franchise of a reputed company. The third defendant company decided to get franchise of a reputed company to start of departmental stores. During September 1999, the plaintiff was assigned to initiate steps to obtain franchising of nilgiris, Anna Nagar, Chennai but it did not fructify. Thereafter, it was decided to get franchise of Pushpa Shope, a leading departmental store at Adyar though in principle they agreed, but later, the proposal was dropped. Meanwhile, the first defendant decided to start a computer training company. The plaintiff was asked to prepare project report. The plaintiff for the said purpose had discussion with various market leaders like (i)APTECH, (ii)NIIT, (iii)SSI & (iv)TULEC a computer training division of TATA Chennai. But before it could finalise, the project was dropped. The defendants have not refunded the expenses incurred by the plaintiff and also not paid the consultancy charges for the service. By the efforts of the plaintiff, it was decided to open a retail shop of the third defendant at Kodambakkam, Chennai. Rental agreement was entered with the landlord on 01.10.2000. Corporation license was applied on 10.10.2000 and bank account was opened on 02.11.2000 in the name of the third defendant company. The company was incorporated on 06.11.2000 for opening of its branches. Fearing legal litigation, the first defendant took back the board resolution dated 25.07.1999 from the plaintiff on 05.11.1999. Further, assured the plaintiff that proper board resolution will be passed after the incorporation along with ratification of all the acts done prior to the incorporation. Prior to the incorporation, the first defendant told the plaintiff that the share capital of the third defendant of the company is Rs.25 lakhs and it will increase to Rs.1 crore at the later point of time. Accordingly, the loan amount of the plaintiff was Rs.12.5 lakhs being 50% of the share in the company. As per the calculation, the said loan amount was set off by deducting from the salary of the plaintiff till December 1999.

3.When the plaintiff demanded proper account from the defendants and demanded salary certificate, that was denied by the defendants. The plaintiff was paid only part salary, house rent, phone bills, conveyance etc., that too very irregularly. In the mean while, due to income tax raid in the first defendant company, the bank account of the third defendant was freezed by the income tax authorities for some time.

4.The first defendant assured the plaintiff that all the documents will be given in due course. Relying upon his assurance, the plaintiff was performing the following responsibilities till 31.05.2001.

(a)appointments of staff

(b)signing the contracts on behalf of the company

(c)passing of all the payments etc.,

5.The first defendant did not extend the required finance support for super market and the day to day affairs of the super market was suffered without any cash flow. When the plaintiff tried to borrow money from financiers, the first defendant refused to give required papers and also informed the plaintiff that he is going to sell the super market. When the plaintiff requested the first defendant to settle the money which he is eligible by way of salary and service rendered from 01.08.1999 along with compensation, no proper reply was given by the first defendant.

6.The first defendant removed the plaintiff from the signatory of the Bank operation and subsequently, refused to pay his legal dues. Apprehending termination of his service, the plaintiff filed the civil suit before the 7th Assistant City Civil Court, Chennai vide O.S.Nos.3132 of 2001 and sought for interim injunction restraining the third defendant from terminating him from service. The plaintiff also filed Criminal Case on 20.06.2001 before the 17th Metropolitan Magistrate, Saidapet, alleging that the defendants 1 and 2 cheated him by appointing him in a non existing company.

7.The private complaint filed under section 156(3) Cr.P.C., forwarded to R.2 Kodambakkam Police Station for investigation and final report. The plaintiff, on verification of the records before the Registrar of Companies found that the defendants have not filed any board resolution as required under the law. Hence, he filed a complaint before the Registration of Companies on 30.11.2002 and the same was registered. Even before incorporating the company under the Companies Act, the Bank account was opened with Catholic Syrian Bank, Kodambakkam on 02.11.2000 based on the resolution passed by the Board of Directors. Hence, the plaintiff has also given a complaint to the Bank to investigate. Alleging that the defendants have not come forward to settle the loss incurred by the plaintiff for utilising his service in promoting the third defendant company and other consultancy service, the suit is filed for the following reliefs:-

> *"a)Granting leave to sue the defendants by the plaintiff as indigent person.*
>
> *b)directing the defendant-3 by way of mandatory injunction to pay the plaintiff a salary of Rs.20,000/- p m plus other maximum permissible allowances in accordance with the provisions of the Indian Companies Act, 1956 Section 309 for acting as the whole time Director of the defendant – 3 company as per the agreement dated 25.07.1999.*
>
> *c)directing the defendant – 3 to allot shares for Rs.2,50,000/- 50% of the total share capital of Rs.5,00,000/- to the plaintiff for which the value is paid as per the agreement dated 25.07.1999 with the defendants 1 & 2;*
>
> *d)directing the defendants 1,2 and 3 to pay a sum of Rs.25,41,150/- towards the consultancy services, monthly salaries and rents & its arrears, interest payments, etc., as claimed by the plaintiff herein above;*
>
> *e)directing the defendants 1,2 & 3 to pay a sum of*

Rs.5,00,00,000/- as compensation for mental agony and losses suffered by the plaintiff;

f)directing the defendant – 3 by way of mandatory injunction to restore the duties, responsibilities and authorities held by the plaintiff till 31.05.2001;

g)directing the defendants 1 & 2 to pay the interest on the decreetal amount from the date of suit to that of the date actual payment @ 24% p.a and

h)Cost of the suit be awarded to the plaintiff against the defendants 1, 2 and 3."

8.The plaintiff claiming himself as a person without means has filed petition to permit him to file a suit as an indigent person. The defendants 1 and 2 have filed their written statement pending suit. The third defendant company has become defunct.

9.The averment made in the written statement, in brief:-

The plaint is frivolous in nature and there is no substance either on act or on law to maintain the suit. The plaintiff never been a successful person in any of the field which he allegedly undertaken for the past period. He was appointed as a Manager in Sri Gokulam Chits & Finance Company Limited based on the mis information given by him for gaining entry into the employment. He had no role to play in the third defendant company or he was never appointed as working Director in the third defendant company. In fact, he was employed as a marketing Manager in Sri Gokulam Chits & Finance Company Limited which is a sister concern of third defendant company carried on by the defendants 1 and 2. He was the authorised signatory of the third defendant company at the initial stage of the incorporation and his service was dispensed with from 21.05.2001 vide board resolution and the same was communicated to the plaintiff as per letter dated 01.06.2001. The plaintiff was employed as a Manager in Sri Gokulam Chits & Finance Company Limited from 07.07.1999 and his service was terminated from 01.06.2001.

10.The plaintiff has indulged in misfeasance and also fabricated some documents in his favour to make unlawful gain. When action was contemplated against the plaintiff for his misfeasance, preemptively the plaintiff has given a false complaint to the police and other authorities including filing of a frivolous suit in O.S.No.3132 of 2001 on the file of the VII Assistant City Civil Court, Chennai, falsely claiming himself as the Director of the third defendant without any basis or proof to that effect. The present suit is filed by the plaintiff to make wrongful gain without paying proper court fee, under the pretext of indigenous.

11.There is no cause of action for the suit and there is no privity of contract between the plaintiff and the defendants for making a false claim. Since, the plaintiff has already filed suit (for certain relief) before the VII City Civil Court, Chennai for same relief, on same cause of action, without obtaining permission as per Order II Rule 3 C.P.C., for the omitted relief to initiate subsequent suit, the present suit is filed before the High Court. Hence, the suit is liable to be dismissed for the said reason.

12.Based on the pleadings, this Court has framed the following issues on 31.01.2008:-

> *"1.Whether the plaintiff is entitled to get an order of mandatory injunction directing the third defendant to pay a sum of Rs.20,000/- per month towards his salary apart from other permissible allowances in accordance with the provision under Section 309 of Indian Companies Act, 1956 as prayed for ?*
>
> *2.Whether the plaintiff is entitled to get a decree directing the third defendant to allot shares for Rs.2,50,000/- being the 50% of the total share capital of Rs.5,00,000/- to the plaintiff as per the terms of the*

agreement dated 25.07.1999 as prayed for ?

3.Whether the plaintiff is entitled to a decree directing defendants 1 to 3 to pay a sum of Rs.25,41,150/- towards the consultancy services, monthly salaries and rents and its arrears, interest etc., as prayed for ?

4.Whether the plaintiff is entitled to a sum of Rs.5,00,00,000/- towards compensation for mental agony and losses suffered by the plaintiff at the hands of the defendants as prayed for ?

5.Whether the plaintiff is entitled to an order of mandatory injunction to restore the duties, responsibilities, and authorities held by the plaintiff till 31.05.2001 as prayed for ?

6.Whether the plaintiff is entitled to an interest at the rate of 24% p.a for the suit amount as prayed for ?

7.Whether the plaintiff was never appointed as a working director of the third defendant company as contended by the defendants in their written statement ?

8.Whether the plaintiff has cause of action to file the suit ?

9.Whether the suit is barred under the provision of Order 2 Rule 2 C.P.C., ?

10.To what relief, the plaintiff is entitled ?"

13.The following additional issues were framed by this Court on

27.08.2019:-

"1.Whether the present suit is maintainable against the Directors of the Companies for the dues of the Companies ?

2.Whether the suit is maintainable against the Company struck off from the register of the Registrar of the Companies ?"

14.The plaintiff has examined three witnesses (P.Ws.1 to 3) and marked 22 (Ex.P.1 to P.22) exhibits. On behalf of the defendant, one witness (D.W.1) and 10 exhibits (Exs.D.1 to D.10) were marked.

15.The plaintiff has submitted his written arguments wherein, it is contended that on 25.07.1999, he was appointed as a whole time Director of the third defendant company vide board resolution. Since, the original resolution is available with the third defendant, he sent a notice (Ex.P.2) to produce the same. But the third defendant has refused to produce the same and replied. Therefore, the photocopy of the the board resolution is marked as Ex.P.4. Having appointed as the whole time Director of the third defendant company through Board resolution, the plaintiff acted as a whole time Director of the third defendant company engaging his skill and expertise in marketing. He acted on behalf of the third defendant company by opening bank account (Ex.P.5) and operating the account as an authorised signatories. He has spent money for various purpose on behalf of the third defendant. The letter of the Canara Bank marked as Ex.P.6 vouching the said contention. He took Demand draft in favour of the Chennai Corporation for issuance of shop licence. To show that he was not adequately paid and the payments were not regular, the plaintiff relies upon Ex.P.8 – salary voucher and Ex.P.9 – copy of the accounts ledger. The letter signed by the plaintiff which is marked as Ex.P.10 is relied by the plaintiff to show that he was functioning as the Director of the third defendant company. Exs.P.20 and P.23 are relied by him to show that the defendants 1 and 2 were operating the third defendant company even before it was incorporated, which is contrary to the Companies Act.

16.The plaintiff has examined the Manager of the Catholic Syrian Bank. Ex.P.20 series is marked through him to show that the account opening form was jointly signed by the plaintiff; defendants 1 and 2 and Mandheswaran who is the Auditor of the company and to show that the plaintiff and first defendant were the co-signatories to operate the account. Relying upon the admissions of D.W.1 in the cross examination, the plaintiff contends that the defendants have admitted the fact that the plaintiff was not paid salary though he was functioning as Director of the third defendant company and he was responsible for the management and affairs of the third defendant company.

17.The prime contention of the plaintiff is that, the Board of Directors appointed him as whole time Director of the third defendant company agreeing to pay Rs.20,000/- per month in addition to usual perks as per company law vide resolution dated 25.07.1999. Photocopy of the same was marked as Ex.P.4 alleging, the original not produced by the defendants. He is entitled to get said salary apart from perks. To show that he was occasionally paid remuneration, he relies upon Exs.P.8, P.9 and P.10. Relying upon Ex.P.22 which is the annual returns submitted on behalf of the third defendant company, he claims that the authorised capital of the company is Rs.5 lakhs. In which he being 50% share holder, he is entitled for a decree for the said amount. For the mental agony he suffered due to improper termination is entitled for compensation of Rs.5 crores.

18.The defendants 1 and 2 have filed their written arguments. Wherein, they questioned the very grant of leave to the plaintiff to sue as an indigent person. The plaintiff was appointed as a Marketing Personnel in the first defendant company and he was asked to do some preliminary work while floating the third defendant company by the defendants 1 and 2. There was no agreement to take him as a Partner and he was never offered 50% share in the third defendant company, as alleged. The plaintiff left the company on 30.05.2001 and filed suit in O.S.No.3132 of 2001 seeking permanent injunction restraining the defendants from terminating him from service. The suit was subsequently dismissed on 05.12.2006. After this, Interlocutory Applications were dismissed by the trial Court as well as the Appellate Court. The plaintiff to harass the defendants 1 and 2 has filed frivolous complaints before the Police. The said complaint was closed as 'mistake of fact'. Aggrieved by that order, the plaintiff preferred criminal revision before the High Court and his Revision Petition was also dismissed. With the frivolous, imaginary and concocted documents, the plaintiff has foisted the suit and there is no document to support the plaintiff claim that he was appointed as Director in the third defendant company and he is contributed towards the third defendant company.

19.Ex.P.4 is a forged and fabricated photocopy of board resolution dated 25.07.1999 and it cannot be relied upon to prove that the plaintiff was appointed as a whole time Director of the company. The first defendant deputed the plaintiff to carry on the preliminary work for the floating of the company and he has applied for opening the bank account. Thus, some of the documents in the name of the third defendant company was created before the incorporation and the same has been explained by D.W.1 during his deposition.

20.The learned counsel for the defendants would submit that the earlier suit filed by the plaintiff for injunction is a bar for the present suit before the High Court as per Order II Rule 2 C.P.C., pointing out that the documents relied by the plaintiff are all photocopies, not been properly substantiated about its genuineness and veracity cannot be relied upon. He would further submit that when there is no documentary evidence to show that the plaintiff was appointed as Managing Director of the third defendant company and he was removed unceremoniously, the claim of compensation to the tune of Rs.5 crores is only a fanciful submission made by a person who is not even in a position to offer to pay fee and filed the suit as In Forma Pauperis.

21.Considered the rival submissions in the light of the pleadings, documents and depositions.

22.The factual contentions which are raised in this suit are substantially raised by the plaintiff in his earlier suit filed before the City

Court in O.S.No.3132 of 2001 for the relief of injunction. The perusal of Ex.D.8 which is the certified copy of the annual returns of the third defendant relied by the defendants reveals that Sri Gokulam Supermarket Private Limited has been registered before the Registrar of companies under the companies Act on 06.11.2000 with A.M.Gopalan and G.Baiju as its Directors with share capital of Rs.5 lakhs. The plaintiff claims that he was taken as a Director without any monetary contribution with an agreement that the money payable towards share will be adjusted through his salary. This plea is without any basis. This contention is nothing a cock and bull story born out of the fertile imagination of the plaintiff.

23.Taking advantage of some of the documents which are not even original but photocopies where he has signed on behalf of the third defendant company and also been described as Director of the third defendant company, the plaintiff has attempted to web a plot without an iota of admissible evidence contrarily defendant has placed evidence to show as a staff of the first defendant company, for some time, plaintiff has been entrusted with certain office work to act on behalf of the third defendant company.

24.Ex.P.19 is the plaint copy in O.S.No.3132 of 2001 filed by the plaintiff before the VII City Civil Court, Chennai. In the said suit enquiry, he has sought for the following prayers:-

> *"(i)Granting an order of permanent injunction against the defendants 1 and 2 herein restraining them from terminating the services of the plaintiff as whole time Director of the second defendant's company contrary to agreement by virtue of the contract of service entered into by the plaintiff with the above said defendants 1 and 2 ;*
>
> *(ii)Consequently declaring that the plaintiff has been working as Whole Time Director of the 2nd defendant company on and with effect from 01.08.1999 onwards by issuing necessary official order of appointment to that effect by the defendants herein;*
>
> *(iii)and awarding costs of this suit; and*
>
> *(iv)pass such other or further orders or reliefs as this Hon'ble Court may deem fit and proper in the circumstances of the above case and thus render justice."*

25.But later, he has deleted the second prayer for declaration and pursued the suit. This suit later dismissed on 05.12.2007. The decree copy is marked as Ex.D.4. The plaintiff herein without leave ought and might have prayed for the same relief in the present suit when the earlier suit in

O.S.No.3132 of 2001 was pending.

26.Based on a photocopy document which is alleged to be the resolution of the third defendant company dated 25.07.1999, the plaintiff has based this suit to claim that he was appointed as the Director of the third defendant company and his remuneration was fixed at Rs.20,000/- per month with other perquisites. The genuineness of this document is stoutly denied by the defendants for multiple reasons. The plaintiff claims this document Ex.P.4 as the extracts from the minutes. It is in the letter head of third defendant company. The said board resolution alleged to have been passed on 25.07.1999. Whereas, the third defendant was incorporated only on 06.11.2000.

27.The plaintiff relies upon Ex.P.5 the letter alleged to have been given by Catholic Syrian Bank manager to show that he was one of the authorised signatory for the third defendant company to operate the current account. Surprisingly, it is not even in the letter head of the bank. Further, the account number also not mentioned in this letter. Ex.P.6 is the photocopy of canara bank letter dated 24.09.2001 which indicates that from the plaintiff's account, two cheques and demand drafts were purchased and Ex.P.7 is the letter of Revenue Officer, Chennai Corporation addressed to the plaintiff informing the plaintiff that the licence application submitted on behalf of the third defendant been sanctioned. This Court could not see any relevant material in these documents which could support the case of the plaintiff that he was the Director of the third defendant company or he was employed for a salary of Rs.20,000/- p.m.

28.In the absence of proof of his appointment, Issue No.1 is negatived.

29.The plaintiff out of imagination claims that he hold 50% share holder in the third defendant company. Neither share certificate nor any other document which could give an inference that the plaintiff is the shareholder in the company. Even if his claim is true, he cannot claim the value of the share from the other defendants more so, when the third defendant company itself become defunct and struck off from the records of the Registrar of Companies. Therefore, Issue No.2 is negatived against the plaintiff.

30.The plaintiff has not produced any cogent evidence to show that he is an expert in marketing and extended his expertise to the defendants for which he is entitled for Rs.25,51,150/-. In fact, in the cross examination, though he claims to be Guru in market consultancy, he could not substantiate the said claim. Contrarily, the evidence available only indicates that the plaintiff is a floater without any worthy of credit and admittedly, person incapable of even paying the court fee. Therefore, Issue No.3 held in negative.

31.The exhibits relied by the defendants establishes that the frivolous suit filed by the plaintiff herein before the VII City Civil Court, Chennai was rejected. His frivolous criminal complaint filed against the defendants 1 and 2 was closed as 'mistake of fact' and therefore, it is only the plaintiff who has caused mental agony to the defendants by filing frivolous complaint and suit and not otherwise. Therefore, the fourth issue is held against the plaintiff.

32.As pointed out earlier, when there is no evidence to show that the plaintiff was entrusted with duty and authority, at any point of time except engaged for a short period for salary, Issue No.5 is negatived.

33.This Court for the reasons stated has negatived the claim of the plaintiff covering issues 1 to 3, as a consequence, interest for the claim is unsustainable. Hence, Issue No.6 is negatived.

34.The additional issues. The plaintiff has failed to make out a case for any of the reliefs. The plaintiff has failed to prove his case for mandatory injunction and claim of compensation. In view of holding Issue Nos.1 to 5 against the plaintiff, the additional issue No.1 is also negatived. The third defendant company has been struck off from the register. The plaintiff who claims to be the shareholder has not produced any document to substantiate his shareholding. While so, the Additional Issue No.2 is bound to be negatived.

35.Issue Nos.8 and 9 are held against the plaintiff in the light of negativing other issues.

36.Since the plaintiff has failed to prove with cogent documentary evidence which are admissible in evidence to prove his employment as Director of the third defendant company, Issue No.7 is answered in affirmative.

37.In the result, all the issues are held against the plaintiff. The suit is dismissed with costs.

10**.01.2020**

jbm

Index: Yes
Speaking order/non speaking order

List of witnesses examined on the side of the plaintiff :-

P.W.1 – Arunagiri
P.W.2 – Joy Paul
P.W.3 – Ravi Prabhu

List of witness examined on the side of the defendants :-

D.W.1 – N.K.Shanmugam

List of exhibits marked on the side of the plaintiff :-

S.No.	DESCRIPTION OF DOCUMENTS	Exhibits
1.	Salary Certificate from RCON Finance Limited	Ex.P-1
2.	Copy of nolice daled 18.02.2002	Ex P 2
3.	Reply Notice daled 30.03.2002	Ex P-3
4 .	Photostat copy of Board Resolution dated 25.07.1999	Ex P-4
5.	Certificate given by Calholic Syrian Bank Limted	Ex P-5
6.	The Letter given by Canara bank dated 24.09.2001	Ex P-6
7.	Leller sent by Corporation of Chennai dated 12.12.2001	Ex P 7
8.	The Salary Voucher dated 06.04.2001	Ex P-8
9.	Salary Shown in the Ledger	Ex P-9
10.	The letter jointly signed by the plaintiff and D-1	Ex P-10
11.	Complaint to Registrar Companies by the defendant dated 22.04.2002.	Ex P-11
12.	Notice sent to D-3 dated 30.05.2002	Ex P -12
13.	Copy of a Petition I.A.No:9052/2001 in O.S.No:3132/01	Ex P-13

14.	Counter affidavit of R1 in I.A.No:9052/2001	Ex P-14
15.	Counter affidavit of R2 in I.A.No:9052/2001	Ex P-15
16.	Petition in I.A.No:877/2002 in 0.S.No:3132/01	Ex P-16
17.	Counter affidavit of R1 in I.A.No:877 of 2002	Ex P-17
18.	Counter affidavit of R2 in I.A.No:877 of 2002	Ex P-18
19.	Plaint copy in O.S.No:3132 of 2001	Ex P-19
20.	Cheques 10 (Series)	Ex P-20
21.	Office Note of ROC	Ex P-21
22.	Certified copy of the Annual Return	Ex P-22

List of exhibits marked on the side of the defendants:-

S. No.	***DATE***	***DESCRIPTION OF DOCUMENTS***	***EXHIBITS***
1.	16.11.2005	Photostat copy of the Order	EX D- 1
2.	25.11.2004	Photostat copy of the order in Crl.R.C.No:605 of 2003	EX D- 2
3.	13.12.2006	Photostat copy of the order in Crl. R.C.No:2006	EX D- 3
4.	05.12.2007	Certified Copy of the order in C.S.No:3132 of 2001	EX D- 4
5.	03.12.2018	Board Resolution	EX D- 5
6.	06.10.2000	Memorandum and Articles of Association of third defendant Company	EX D- 6
7.	06.11.2002	Certificate of Incorporation	EX D- 7
8.	27.10.2003	Certified Copy of the Annual returns of Third defendant	EX D- 8
9.	31.03.2002	Financial Statement for the Y.E.2002	EX D- 9

S. No.	DATE	DESCRIPTION OF DOCUMENTS	EXHIBITS
10.		Third defendant's company's Master Data taken from www.mca.	EX D- 10

G.JAYACHANDRAN.J.,

jbm

Pre – Delivery Judgment made in
C.S.No.668 of 2005

10.01.2020