

IN THE HIGH COURT OF JUDICATURE AT MADRAS

**RESERVED ON: 16.09.2020**

**PRONOUNCED ON:23.09.2020**

CORAM:

**THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN**

**C.S.No.430 of 2015**

Tamil Nadu Newsprint and Papers Ltd.,  
having its registered office at  
No.67, Mount Road  
Guindy, Chennai – 600 032.

...Plaintiff

**Vs**

1. Coal Source and Shipping Pte. Ltd.  
No.03, Shenton Way  
07-09, Shenton House,  
Singapore 068 805.

2. Kasim Coal & Logistics Pvt Limited  
T1 2<sup>nd</sup> Floor, 4<sup>th</sup> Main Road  
Yesses Supermarket Building  
Anna Nagar, Chennai – 600 040.

... Defendants

**PRAYER:-** This Civil Suit is filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 of CPC., praying for a Judgment and decree against the defendants for:

(a) a sum of Rs.1,58,86,415/-;

(b) for interest on Rs.85,15,998/- at the rate of 18% p.a., from the date of the suit till the date of realisation in full;

(c) for the costs of this suit.

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For Plaintiff : M/s. Shivakumar and Suresh

For 1<sup>st</sup> Defendant: Ex-parte

For 2<sup>nd</sup> Defendant: Mr.K.V.Babu

### JUDGEMENT

The plaintiff is a Company promoted by the Government of Tamil Nadu and engaged in the manufacture of Newsprints and Printing and Writing Papers using bagasse, a refuse material from sugar cane after extraction of sugar cane juice for sugar making as the source raw material. Since this was an innovative venture for manufacture of Newsprint and printing and writing papers from unconventional and renewable raw material, the World Bank financed a project to the extent of USD 100 million in the year 1982. The plaintiff commenced its commercial production under the project in October 1985 with 90000 MT capacity per annum. This capacity has been enhanced to 400000 MT per annum.

2. In the plaint, it had been stated that the major equity (35.32%) is held by Government of Tamil Nadu and the rest are held by LIC, GICL, Indian Mutual Funds, Public and other Financial Institutions. It is also stated that the Board of Directors consists of an All India Service Officer of the Tamil Nadu cadre, representatives of LIC, eminent persons from public and technical experts.

3. For the manufacture of eco-friendly paper, the plaintiff requires large quantity of coal on a continuous basis. The plaintiff purchases imported coal from various suppliers by floating tenders. Pursuant to tender notification No. 121330326 published in the Indian Express and Financial Express on 05.09.2012, offers were received from 9 participants, including one from the first defendant. The first defendant gave its offer dated 20.09.2012 for supply of 300,000 MT of imported steam coal at USD 98.00 C & F Tuticorin Port, payment against Letters of Credit for all the shipments of the tender schedule. During the e-auction conducted on 24.09.2012, the first defendant was chosen as the least offerer who had quoted USD 77.60 per MT C & F Tuticorin. The second defendant participated in the tender process on behalf of the first defendant. The plaintiff issued purchase order on 04.10.2012 with the following delivery

schedule:-

|  |                                          |                                    |
|--|------------------------------------------|------------------------------------|
|  | 1 <sup>st</sup> Shipment – ETA Tuticorin | By 20 <sup>th</sup> November, 2012 |
|  | 2 <sup>nd</sup> Shipment - ETA Tuticorin | By 15 <sup>th</sup> December, 2012 |
|  | 3 <sup>rd</sup> Shipment - ETA Tuticorin | By 1 <sup>st</sup> January, 2013   |
|  | 4 <sup>th</sup> Shipment - ETA Tuticorin | By 20 <sup>th</sup> January, 2013  |
|  | 5 <sup>th</sup> Shipment - ETA Tuticorin | By 10 <sup>th</sup> February, 2013 |
|  | 6 <sup>th</sup> Shipment - ETA Tuticorin | By 1 <sup>st</sup> March, 2013     |

4. The first defendant signed the purchase order on 24.09.2012 and on 25.09.2012. They accepted the terms of the purchase order and also furnished bank guarantee for USD 388000 drawn on Oversea-Chinese Banking Corporation Ltd., Singapore dated 23.10.2012.

5. The coal was supplied with respect to the first and second shipments with delay. The supplies also contained a high level of moisture. However, the plaintiff accepted the materials owing to low stock of coal and to avoid disruption in the production schedule. However, the plaintiff communicated the inconsistencies to the first defendant. A meeting was held on 14.02.2013 and the first defendant assured that future consignments would be in accordance with the specifications. However,

the third shipment was again delayed. The coal supplied again contained high level of moisture, which supply the plaintiff initially rejected but since there was acute shortfall in the stock, the plaintiff utilised the entire material of 64,379.182 MT of the third shipment.

6. It was further stated that the first defendant did not supply any coal towards the fourth, fifth and sixth shipment. The plaintiff had to procure the balance quantity at a much higher price from the open market. This fact was also informed to the defendants on 02.03.2013. The plaintiff could procure only 81,008.7 MT against the requirement of 1,02,945 MTs. The plaintiff informed to the defendants by letter dated 20.04.2013 that additional expenditure amounting to Rs.3,31,46,997/- had been incurred in procuring the coal from alternate sources.

7. The first defendant by letter dated 22.12.2012 also requested the plaintiff to pay the tax on their behalf. This was also paid. The plaintiff in this suit has also claimed that amount.

8. The plaintiff then invoked the performance guarantee on

26.06.2013 and on 01.07.2013.

9. The first defendant filed a suit in the City Civil Court to restrain the plaintiff from invoking the performance guarantee. The suit was returned owing to deficiencies and was not represented. The first defendant then filed a suit in the Court at Singapore in which the plaintiff participated and finally, the plaintiff succeeded there and the defendants were inflicted with costs of USD 7000/- and interest USD 12,748.19/-.

10. The plaintiff issued a notice on 25.08.2014 under Ex.A-61. The first defendant did not issue any reply.

11. Though in the present suit, summons was served on the first defendant, they chose to remain ex-parte and were set ex-parte on 29.01.2018.

12. The second defendant filed a written statement and they contended that they were only an agent of the first defendant with respect to the second purchase order placed on them.

13. In view of the above pleadings, the following issues were framed:-

*“(i) Whether the second defendant is a proper and necessary party to decide the issue in controversy?;*

*(ii) Whether the plaintiff can make a claim against the second defendant on the basis of work order dated 08.11.2012?;*

*(iii) Whether there has been any cause of action against the second defendant to lay the suit?*

*(iv) Whether the second defendant is liable for the claim of the plaintiff as local agent of the first defendant?;*

*(v) Whether the defendants are guilty of Non-performance of its obligations under the tender and the purchase order?;*

*(vi) Whether the defendants are guilty of inordinate delays in effecting the supplies of the first three shipments of coal?;*

*(vii) Whether the defendants are guilty of non performance and non delivery of the fourth, fifth and sixth shipments of coal?;*

*(viii) Whether the defendants are guilty of infraction of the terms and conditions of the tender*

*as well as the purchase order in view of the high moisture content of coal resulting in poor quality of the coal supplied?;*

*(ix) Whether the defendants are liable to pay the plaintiff for the additional cost incurred by them for procurement of coal from the open market as a result of the non performance of the fourth, fifth and sixth shipments?;*

*(x) Whether the defendants are entitled to claim the withholding tax of Rs.4,48,747/- paid by them on behalf of the first defendant with interest @ 18% p.a till the date of payment?;*

*(xi) Whether the plaintiff is entitled to the amounts claimed under various heads in all totaling a sum of Rs.1,58,86,415/- as prayed for?; and*

*(xii) To what other reliefs are the parties entitled to? ”*

**14.** During trial, the plaintiff examined one witness and marked Exs. A-1 to A-65. The second defendant did not examine any witness. The first defendant had already been set ex-parte.

**15.** Heard Mr.Shivakumar, learned counsel for the plaintiff and Mr.K.V.Babu, learned counsel for the second defendant.

**Issue Nos. 1 to 4:**

16. There is no direct averment raised against the second defendant in the plaint. They were impleaded as a party only because they were the local face of the first defendant during the tender process. The second shipment order was placed through the second defendant to the first defendant. The second defendant was not directly involved either in the supply of coal or in the quantity or quality of the coal supplied. The delay or quality in the supply of coal was not under their control.

17. The plaintiff had filed a memo as follows:-

*“2. The suit was filed against the first defendant who had entered into a contract for supply of imported steam coal to the plaintiff. The first defendant had participated in the tender floated by the plaintiff through its local agent the second defendant. The second defendant was made a party in suit in the said capacity.*

*3. In the said suit, the first defendant was set exparte and the second defendant had filed a written statement stating that he is only an agent acting on behalf of the first defendant and they are no way liable for the suit claim may by the plaintiff.*

*4. It is submitted that the second defendant had placed a purchase order on behalf of the first defendant and further the first defendant had stated that the second defendant is a Indian Company, and hence is a proper and necessary party to the suit for the plaintiff to prove its suit claim.*

*5. It is further submitted that since he had acted only on behalf of the first defendant as an agent, the plaintiff after careful consideration had decided not to press the suit claim as against the second defendant and no monetary claim is being made against the second defendant.”*

**18.** The learned counsel for the plaintiff also affirmed during oral arguments that the suit is not pressed as against the second defendant. In view of this categorical submission and also because no specific

allegations had been made against the second defendant in the plaint, I hold that the second defendant is not a necessary party to decide the issue in controversy and that the second defendant cannot be inflicted with any claim raised by the plaintiff and that the second defendant is not liable for the reliefs sought by the plaintiff. Accordingly, issue Nos. 1 to 4 are answered in favour of the second defendant.

Issue Nos. 5 & 6:

19. A perusal of the documents filed reveal that Ex.A-11, purchase order contained the following terms and conditions:-

*“i) **Clause 9** read as delivery of the first rake should be started within 5 days of arrival of the vessel and the entire cargo should be delivered within 10 days of completion of vessel discharge. In case of delay in delivery, TNPL is at liberty to impose suitable penalty and the decision of TNPL on this matter is final. **Delivery is the essence of the contract** and the supplier should strictly adhere to the delivery schedule.*

*ii) Clause 14.c of the Purchase states that the total moisture in the non coking coal to be supplied by the first defendant should be within the acceptable limit of 23%.*

*iii) Clause 21 – Liquidated damages for delay in supply – the purchase order stipulates liquidated damages applicable for each week of delay subject to a maximum of 5% of the contract price of the material so delayed. The payment terms, the method of invoicing, unloading of materials, rejection of materials, method of shipment etc, are given in detail in the purchase order itself.*

*iv) Clause No.22 – RISK Purchase reads as in the event of PURCHASER terminating the contract in whole or in part, they may procure on such terms and in such manner as they deem appropriate, supplies similar to those so terminated and the seller shall be liable to the PURCHASER for any excess cost for similar supplies. However, in case of part termination of contract by the PURCHASER, the SELLER, shall continue the performance of the contract to the extent it is*

*not terminated under the provisions of this clause.*

*v) Clause 23 – Performance Bank Guarantee – the supplier viz. the first defendant herein has to furnish performance bank guarantee for 10% value of one consignment (considering a quantity of around 50,000 MT) towards performance of the obligations contained therein with a validity period of nine months from the date of order, within 7 days of the purchase order.*

*vi) Clause No. 27 – Exclusive Jurisdiction – only the Courts at Chennai would have exclusive jurisdiction for the adjudication of any disputes between the parties to the specific exclusion of all other courts.”*

**20.** According to Ex.A11, delivery and quality of the coal supplied are the essence of the contract and since the plaintiff required coal for continuous production of paper and newsprint, they have to maintain adequate level of stock, delay in delivery and supply of substandard coal,

not to the specifications stipulated, would naturally mean that the plaintiff will suffer loss. In the instant case, it had been very specifically stated that both the quality of the coal was substandard and also the delivery of the first three shipment was delayed extraordinarily. The plaintiff had to accept the bad quality coal owing to the fact that their stock of coal had depleted and they had to continue with the manufacture of paper and newsprint and therefore urgently required the coal. It is therefore evident that the plaintiff had suffered a loss. Exs. A-9 and A-10 indicate that the first defendant had signed the purchase order abiding by the terms therein. The plaintiff had communicated the inconsistency of the quality by Exs. A-15, 19 and 21. By Ex.A-17, the first defendant had assured that they would adhere to the terms of the contract. However, even the third shipment was delayed. It is therefore seen that the second defendant did not perform their obligations under the tender and are also guilty of inordinate delay in effecting the supply for the first, second and third shipments. Therefore, the above issues are answered in favour of the plaintiff.

21. It has been claimed that the first defendant had not supplied any quantity of coal towards the fourth, fifth and sixth shipments. Legal notices sent in this regard have not been answered by the first defendant. They have chosen not to participate in the judicial proceedings. Without any further discussion I answer the issue in favour of the plaintiff and against the first defendant.

**Issue No.8:-**

22. The plaintiff has very specifically pleaded that the quantity of the coal was not as per the terms of the purchase order. The coal supplied by the first defendant contained a high level of moisture contrary to the acceptable limit of 23% of total moisture as stipulated in Clause 14.c of the terms and conditions of the purchase order Ex.A11. Clause 14.c is as follows:-

**“ii) Clause 14.c of the Purchase states that**  
*the total moisture in the non coking coal to be*  
*supplied by the first defendant should be within*  
*the acceptable limit of 23%.”*

**23.** The plaintiff had to accept the materials since there was short fall in the stock and there was a necessity to avoid disruption in production schedule. The plaintiff had complained about this inconsistency by Exs. A15, 19 and 21. The third shipment also contained high moisture level of 24.87%. Again owing to the fact that the stock was less and there was a necessity for the plaintiff to proceed with the production, the plaintiff was forced to use the coal as supplied by the first defendant.

**24.** In view of the fact that the defendant had not even replied to the legal notices Exs. A61 & 64, I hold that this issue should also be answered in favour of the plaintiff. Accordingly, it is answered in favour of the plaintiff.

**Issue No.9:**

**25.** The first defendant had not supplied any coal towards the fourth, fifth and sixth shipments. The fourth shipment should have been supplied by 20.01.2013, the fifth shipment by 10.02.2013 and the sixth shipment by 01.03.2013. In view of the fact that the first defendant had supplied only

1,97,055 MT as against the assured supply of Rs.3,00,000 MT, the plaintiff had to purchase the balance quantity at a much higher price from the open market and this was also informed to the defendant on 02.03.2013 by Ex.A28. The plaintiff sought to purchase the balance quantity of 1,02,945 MTs but could procure only 81,008.70 MTs. The plaintiff had paid higher price for 47061.28 MTs. This amount has been claimed by the plaintiff in the suit. This was also informed by E-mail Ex.A-28 referred above. By letter dated 20.04.2013 Ex.A-49 the plaintiff informed that an additional expenditure of Rs.3,31,46,997/- had been incurred in procuring material and from alternate sources. In view of these facts which have not been controverted by the first defendant, I answer this issue in favour of the plaintiff.

**Issue No.10**

**26.** The first defendant had requested the plaintiff by Ex.A-18 dated 22.12.2012, to pay the taxes on their behalf and that the same can be debited in their account. The plaintiff also paid the withholding tax on behalf of the first defendant to a sum of Rs.4,48,747/- on 16.04.2013 and on 13.10.2013. This amount has also got to reimbursed by the defendant

together with interest of Rs.44,419/-. Again, the first defendant had not controverted at this particular claim by the plaintiff. In view of these facts, I answer this issue in favour of the plaintiff.

**Issue No.11:-**

27. In view of all the above reasons, I hold that the plaintiff is entitled for a Judgment and Decree against the first defendant for a sum of Rs.1,58,86,415/- together with interest at the rate of 18% p.a., from the date of suit till the date of realisation and also for costs.

**Issue No. 12:-**

28. i)The suit is decreed as prayed for with costs as against the first defendant.

ii)The suit is dismissed as against the second defendant with costs determined at Rs.10,000/- (Rupees Ten Thousand only) for having impleaded the second defendant and later not claiming any relief. The costs are to be paid within a period of four weeks from the date of receipt of a copy of this judgment.

29. In so far as the costs as against the first defendant is concerned, the plaintiff is entitled to costs as determined under the amended Section 35 of the Code of Civil Procedure as applicable to the Commercial Division of the High Court.

30. The Registry is delegated by the Court to determine the costs against the first defendant as per the Bill of Costs submitted by the plaintiff in accordance with Section 35 CPC as amended by the Commercial Courts Act 2015. The plaintiff is specifically entitled to the fees and expenses of the witnesses, the legal fees and expenses incurred and for any other expenses incurred in connection with the judicial proceedings and also for recovery of the actual Court fees paid into Court.

23.09.2020

Index: Yes/No

Web: Yes/No

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Speaking/Non Speaking Order

1. List of Witnesses Examined on the side of the Plaintiff:-

1. P.W.1 – R.Manivel

2. List of Exhibits Marked on the side of the Plaintiff:-

1. Ex.A1 The original authorisation letter along with the copy of the Power of Attorney of Mr.L.Sezhian, Manager Legal and Board Resolution;
2. Ex.A2 The original Paper Advertisement of tender No. 1213303296 dated 05.09.2012 issued by the defendants;
3. Ex.A3 The original Tender Documents submitted by the defendants dated 20.09.2012;
4. Ex.A4 The original Authorisation letter dated 20.09.2012 issued by the first defendant to the second defendant;
5. Ex.A5 The print out of Email from plaintiff to defendant informing E Auction dated 21.09.2012;
6. Ex.A6 The original letter from defendant to plaintiff confirming the tender terms and conditions dated 21.09.2012;
7. Ex.A7 The print out E-Auction summary dated 24.09.2012;
8. Ex.A8 The print out of Email from plaintiff to defendant calling for negotiations dated 24.09.2012;
9. Ex.A9 The original Letter from defendant to plaintiff confirming e-auction price and quantity of imported coal dated 24.09.2012;
- 10.Ex.A10 The print out of Email from defendants to plaintiff confirming the price dated 25.09.2012;
- 11.Ex.A11 The Scanned Copy of the Purchase Order duly signed by the defendant dated 04.12.2012;
12. Ex.A12 The photocopy of Performance Bank Guarantee dated 31.10.2012 issued by Overseas Chinese Banking

Corporation Limited.;

13. Ex.A13 The photocopy of learned counsel No. 0468MDC120003390 plaintiff to defendant dated 07.11.2012.
14. Ex.A14 The original Work Order dated 08.11.2012 issued by the plaintiff to the second defendant;
15. Ex.A15 The printout of Email from plaintiff to defendant informing the High moisture and reply dated 05.12.2012;
16. Ex.A16 The photocopy of learned counsel No. 120380FLCU00263 plaintiff to defendant dated 12.12.2012;
17. Ex.A17 The original 3<sup>rd</sup> party inspection report of First shipment dated 14.12.2012;
18. Ex.A18 The photocopy of Letter from 1<sup>st</sup> defendant to plaintiff agreed to bear the withholding tax amount dated 22.12.2013;
19. Ex.A19 The printout Email from plaintiff to defendant informing low stock and High Moisture and reply dated 18.01.2013;
20. Ex.A20 The original of LC No. 0734713IM0000030 plaintiff to defendant dated 24.01.2013;
21. Ex.A21 The print out of Email from plaintiff to defendant informing the high moisture dated 29.01.2013;
22. Ex.A22 The print out of Email from plaintiff to defendant to refund the withholding tax dated 31.01.2013;

23. Ex.A23 The original of Purchase order by the plaintiff on M/s. Adani Enterprises Limited., dated 05.02.2013;
24. Ex.A24 The photocopy of Minutes of the meeting between the plaintiff and the defendants dated 14.02.2013;
25. Ex.A25 The original of Purchase order by the plaintiff on M/s. Adani Enterprises Limited., dated 15.02.2013;
26. Ex.A26 The print out of Email dated 25.02.2013 from the plaintiff to defendant informing the low stock and risk purchaser;
27. Ex.A27 The photocopy of letter dated 25.02.2013 3<sup>rd</sup> party inspection report of 2<sup>nd</sup> shipment;
28. Ex.A28 The print out of Email dated 02.03.2013 from plaintiff to defendant informing partial cancellation of the purchase order;
29. Ex.A29 The photocopy of letter dated 02.03.2013 from the plaintiff to defendant invoking risk purchase;
30. Ex.A30 The print out of Email dated 05.03.2013 from plaintiff to Srcm energy to plaintiff's DGM purchase informing low stock;
- 31.Ex.A31 The print out of Email dated 05.03.2013 from plaintiff to defendant informing critical stock position and risk purchase;
32. Ex.A32 The print out of Email dated 08.03.2013 from plaintiff to defendant informing critical stock position and risk purchase;
33. Ex.A33 The photocopy of Inter Office Memo dated 13.03.2013 from plaintiff GM to plaintiff's DGM informing critical stock position;

34. Ex.A34 The original of paper advertisement dated 13.03.2013 inviting tender form procurement of coal;
35. Ex.A35 The original purchase order dated 14.03.2013 by the plaintiff on M/s. Star Coal (India Pvt. Ltd.);
36. Ex.A36 The original purchase order dated 16.03.2013 by the plaintiff on M/s. Star Coal (India Pvt. Ltd.);
37. Ex.A37 The original of Work order dated 26.03.2013 issued by plaintiff to V.K.Enterprises;
38. Ex.A38 The photocopy of Work order dated 29.03.2013 issued by plaintiff on Star Coal India Pvt. Ltd.;
39. Ex.A39 The photocopy quotation dated 26.02.2013 rate quoted by postel energy Pvt Ltd.;
40. Ex.A40 The Original of purchase order dated 29.03.2013 by the plaintiff on Coastal Energy Pvt. Ltd.;
41. Ex.A41 The photocopy of Commercial invoice dated 30.03.2013 of Coastal Energy Pvt Ltd.;
42. Ex.A42 The photocopy of Debit Note dated 30.03.2013 raised by Coastal Energy Pvt. Ltd.;
43. Ex.A43 The photocopy of Commercial invoice dated 31.03.2013 of Star Coal India Pvt. Limited;
44. Ex.A44 The photocopy of Commercial invoice dated 01.04.2013 of Stock Coal India Pvt. Limited.;
45. Ex.A45 The Photocopy of purchase order dated 02.04.2013 by the plaintiff on M/s. Star Coal (India Pvt. Ltd.) for transportation of Coal;
46. Ex.A46 The photocopy of purchase order dated 02.04.2013

by the plaintiff on M/s. Star Coal (India Pvt. Ltd.);

47. Ex.A47 The original of purchase order dated 02.04.2013 by the plaintiff on M/s. Kasin Coal and Logistics Pvt. Limited., (2<sup>nd</sup> Defendant);

48. Ex.A48 The photocopy of payment dated 16.04.2013 made by Coastal Energy Pvt. Ltd., - Bank Statement;

49. Ex.A49 The photocopy of letter dated 24.04.2013 from plaintiff to defendant lodging the risk purchase claim;

50. Ex.A50 The photocopy of payment from 15.04.2013 to 29.04.2013 made to Star Coal India Pvt. Limited., (Bank Statement);

51. Ex.A51 The photocopy of payment dated 06.05.2013 made to Star Coal India Pvt. Ltd.;

52. Ex.A52 The photocopy of letter dated 11.06.2013 is the 3<sup>rd</sup> party inspection report of 3<sup>rd</sup> shipment;

53. Ex.A53 The photocopy of letter of invocation of bank guarantee dated 01.07.2013 by the plaintiff on overseas Chines banking corporation, Singapore;

54. Ex.A54 The copy of the order dated 02.07.2013 copy of O.S.No. 574 of 2013 by High Court of Republic of Singapore;

55. Ex.A55 The copy of the order dated 04.10.2013 of High Court of Republic of Singapore permitting plaintiff to intervene in O.S.No. 574 of 2013;

56. Ex.A56 The copy of the order dated 04.10.2013 of High Court of Republic of Singapore dismissing the application and suit of the 1<sup>st</sup> defendant and permitting the plaintiff to Encash the Bank guarantee;

57. Ex.A57 The photocopy of letter dated 30.10.2013 payment of withholding tax;
- 58.Ex.A58 The copy of the order dated 11.02.2014 of O.S.No. 955 of 2013 – order of High Court of Republic of Singapore directing to pay the Bank Guarantee amount to the plaintiff;
59. Ex.A59 The photocopy of letter dated 12.02.2014 realization of bank guarantee amount – bank statement;
60. Ex.A60 The photocopy of letter dated 16.04.2014 payment of withholding tax;
61. Ex.A61 The office copy of legal notice dated 25.08.2014 from the plaintiff counsel to the defendants;
62. Ex.A62 The original acknowledgement card dated 26.08.2014 duly signed and received by the 2<sup>nd</sup> defendant;
63. Ex.A63 The print out from Internet with receipt for proof of delivery of notice received by the 1<sup>st</sup> defendant 02.09.2014 downloaded from website;
64. Ex.A64 The copy of legal notice dated 21.11.2014 issued by the plaintiff counsel at Singapore to defendant;
65. Ex.A65 the Photocopy risk purchase calculation sheet.

3. List of Witnesses Examined on the side of the defendants:-  
Nil
4. List of Exhibits Marked on the side of the defendants:-  
Nil

23.09.2020

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**C.V.KARTHIKEYAN, J.**

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**Pre-Delivery Judgement in**  
**C.S.No.430 of 2015**

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