IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON: 05.10.2020

PRONOUNCED ON: 15.10.2020

CORAM:

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

C.S.No.698 of 2014

Sree Gokulam Chit and Finance Company (P) Limited,
Represented by its Director (Operations),
Mr.V.C.Praveen
having their Corporate Office at
Sree Gokulam Towers,
No.66, Arcot Road,
Kodambakkam,
Chennai – 600 024. ...Plaintiff

Vs

1. The Indian Overseas Bank
Represented by its
Chairman & Managing Director
No.763, Anna Salai,
Chennai – 600 002.

2. The Branch Manager,
Indian Overseas Bank
Koyambedu Branch
No.57, Kaliamman Koil Street,
Sai Nagar, Virugambakkam,
Chennai – 600092. ... 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 in favour of the plaintiff:

(a) directing the defendants 1 and 2 to jointly and severally pay the plaintiff a sum of Rs.4,94,15,400/- (Rupees Four crores ninety four lakhs fifteen thousand and four hundred only) together with subsequent interest at the rate of 24% per annum on Rs.3,28,72,751/- from the date of plaint till the date of realisation;

(b) directing the defendants 1 and 2 to pay the cost of this suit.

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For Plaintiffs : Mr. Aravind Srivatsan

For Defendants : Mr.D.Sai Kumaran

JUDGEMENT

The suit filed seeking a Judgment and Decree against the defendants jointly and severally to pay a sum of Rs.4,94,15,400/- together with interest at 24% p.a., on Rs.3,28,72,751/- from the date of the plaint from the date of realisation and also for costs of the suit.

2. The plaintiff Shree Gokulam Chit and Finance Company (P) Limited is a company registered under the provisions of the Indian Companies Act 1956 and primarily carries on business in Chit Funds in accordance with the provisions of the Central Chit Funds Act. The plaintiff has fixed deposits in branches of various banks all over India. The plaintiff had issued three crossed account payee cheques in favour of the second defendant, the Branch Manager, IOB, Koyambedu Branch, Chennai for issuing fixed deposit receipts in favour of the plaintiff. The details are as follows:-

Chq. No.	**Date**	**Amount Rs.**	**Favouring**
198688 Drawn on Catholic Syrian Bank, Kodambakkam Branch, Chennai	22.08.2011	1,00,00,000/-	Indian Overseas Bank, Koyambedu for FDR Favouring Sree Gokulam Chit & Finance Co. Pvt. Ltd.,
200872 Drawn on Catholic Syrian Bank, Kodambakkam Branch, Chennai	28.09.2011	2,00,00,000/-	Indian Overseas Bank, Koyambedu for FDR Favouring Sree Gokulam Chit & Finance Co. Pvt. Ltd.,
201082 Drawn on	07.10.2011	3,00,00,000/-	Indian Overseas Bank,

Chq. No.	Date	Amount Rs.	Favouring
Catholic Syrian Bank, Kodambakkam Branch, Chennai			Koyambedu for FDR Favouring Sree Gokulam Chit & Finance Co. Pvt. Ltd.,

3. The cheques were sent to the second defendant through one Venkatesh, the previous partner of Gokulam Cards. The three cheques were encashed by the second defendant by debiting the current account of the plaintiff with Catholic Syrian Bank Limited, Kodambakkam, Chennai – 600 024. The debit of the three cheques from the account by the plaintiff is evident from the bank statement issued by the Catholic Syrian Bank, Kodambakkam Branch, Chennai. Thereafter, the second defendant issued three fixed deposits receipts in favour of the plaintiff as detailed below:-

Date	Fixed Deposit Receipt no.	Amount, Rs.
22.09.2011	2011/NDRJ 306537 166504501100636	1,00,00000/-
03.10.2011	2011/NDRJ 306556 166504501100655	2,00,00000/-
18.10.2011	2011/NDRJ 306595 166504501100689	3,00,00000/-

4. The second fixed deposit receipt was mentioned as 'joint' instead of 'self'. This was also sought to be corrected by the plaintiff and corrected by the second defendant. In the third fixed deposit receipt, the interest rate which was shown is 9.25% was subsequently improved to 9.60% by the second defendant. On 03.11.2011, when the plaintiff contacted the second defendant, they were informed that loans had been availed as against the first and second fixed deposit receipts. The plaintiff went to the second defendant branch who claimed that as against the first and second fixed deposit receipts, totalling an amount of Rs.3/- crores, the second defendant had advanced a loan of Rs.2.70 crores to third persons. The plaintiff claimed that they had never authorised anyone to avail such loan. It was also stated that the third fixed deposit was also about to get discharged with a fake seal of the plaintiff's company. Timely intervention prevented loan being advanced as against the same.

5. The plaintiff lodged a complaint on 05.11.2011 to the Commissioner of Police, Egmore, Chennai in this regard. The plaintiff also sent a letter dated 05.11.2011 to the Senior Manager, Indian Overseas Bank, Koyambedu Branch, calling upon them to restore the fixed deposit receipts. There was no reply for the said letter. The complaint given to the

Commissioner of Police was transferred to the Economic Offences Wing of Central Bureau of Investigation (CBI), and thereafter, on completion of investigation, the CBI had filed a final report. This was taken cognizance by the XI Additional Special Judge for CBI cases, Chennai. It was stated that the first fixed deposit dated 22.09.2011 matured for payment on 22.09.2012. The second fixed deposit dated 03.10.2011 matured for payment on 03.10.2012. The plaintiff received the maturity value only for the third fixed deposit receipt. The plaintiff claimed that various third persons had committed a fraud by impersonation and had obtained loan on the strength of the first and second fixed deposits standing in the name of the plaintiff. It was stated that since the cheques issued by the plaintiff had been encashed by the second defendant, there was an obligation on the second defendant to return back the amounts on maturity of the fixed deposit. The plaintiff issued a legal notice dated 23.12.2013. A reply was sent by the second defendant on 01.02.2014. It was under these circumstances that the suit had been filed seeking a Judgment and Decree with respect to the first and second fixed deposit of Rs.1/- crore and Rs.2/- crores together with accrued interest and future interest.

6. Written statement had been filed by the second defendant. It was stated that the loans were sought by one Yuvarajan impersonating as Sabarish and S.Zeenath impersonating as S.Priya. It was stated that the second defendant had no reason to doubt the identity of the two individuals. The said two individuals deposited the cheques and thereafter again visited the bank and collected the original fixed deposit receipts. Bogus FDRs were received by the plaintiff from two further individuals, Martin and Prem. It was stated that the fraudsters availed loan against the first and second fixed deposit receipts.

7. It was stated that bank had also given a complaint to CBI. It was stated that since specific loans had been availed over the two fixed deposit receipts and since the trial was pending before the XI Additional Special Judge for CBI cases and since the matter was subjudice, the defendant was not able to repay the amount which had matured on the two fixed deposit receipts. It was stated that a fraud had been committed on the second defendant and as a matter of fact, the second defendant was a victim of the fraud. It was stated that the suit is liable to be dismissed owing to the negligence of the plaintiff and the act of assisting the fraudsters by handing the cheques to them.

8. A reply statement was filed on behalf of the plaintiff. It was stated that it was the bank which has been negligent and the bank had no right to give the original fixed deposit receipts to any person without due verification. It was stated that for obtaining loan on the fixed deposit receipts, there was a procedure prescribed and the second defendant had not followed the said procedure. The loan was processed even without any enquiry with the plaintiff. It was stated that even thereafter the plaintiff had deposited further amounts under fixed deposit with the second defendant and the second defendant should have realised that the plaintiff had no reason to avail loan. It was stated that the pendency of a criminal case cannot be a ground for denying repayment of the fixed deposits on maturity to the plaintiff. It was stated that the suit should be decreed as prayed for.

9. On the basis of the above said pleading, the following issues were framed for trial on 02.03.2016:-

> *"(i) Whether the plaintiff is entitled to a Judgment and decree as prayed for, de hors pendency of the case in C.C.No. 7 of 2013, on the file of the XI Additional City Civil Court, Chennai (Special Court for Trial of CBI Cases);*

(ii) Whether the defendants, who had received Rs.3 crores from the plaintiff by way of crossed account payee cheques for issuing the Fixed Deposit Receipts in favour of the plaintiff, is bound to return the said amount along with interest, as they have encashed the said cheques?;

(iii) To what other reliefs, the plaintiff is entitled to?"

10. The parties were then invited to adduce evidence. Accordingly, the plaintiff examined their Director (Operation), V.C. Praveen as PW-1 and marked Exs. P1 to P36. The copies of the three cheques issued in favour of the second defendant were marked as Exs. P2, P4, and P6. The copies of the statement of accounts of the Catholic Syrian Bank showing debit of the three cheque amounts were marked as Exs. P8, P9 and P10. The copies of the three fixed deposit receipts issued by the second defendant in favour of the plaintiff were marked as Exs. P11, P12 and P13. The letters of the plaintiff to the defendant dated 05.11.2011, 20.09.2012, 29.10.2012 (two letters), 28.02.2013, 03.07.2013, 07.08.2013, 24.09.2013, 05.11.2013, 12.11.2013, 17.03.2014, 05.05.2014, 14.08.2014 and

17.10.2014 were marked as Exs. P14, P16 - P23, P29 - P32. The complaint lodged by the plaintiff to the Commissioner of Police, Chennai dated 05.11.2011 was marked as Ex.P15. The notices exchanged were marked as Exs. P25, P28, P33 and P35.

11. The Branch Manager of the second defendant Mrs.Anuradha Ransingh was examined as DW.1 and three documents, namely, the copy of the final report of the CBI and the copy of a letter sent by the second defendant and the copy of the Judgement in C.C.No. 7 of 2013 were marked as Exs. D1, D2 and D3.

12. Heard arguments advanced by Mr.Aravind Srivatsan, learned counsel for the plaintiff and Mr.D.Sai Kumaran, learned counsel for the defendants.

13. Mr.Aravind Srivatsan, learned counsel for the plaintiff took the Court through the facts to the case and pointed out that the plaintiff, a Company incorporated under the Companies Act 1956 having vast business in Chit Funds and 313 branches across the country had occasion to issue three separate cheques to the second defendant of Rs.1/- crore, Rs.2/- crores and Rs.3/- crores respectively for the purpose of obtaining fixed deposit receipts. It was stated that the three cheques were also encashed and the statement of account issued by the Catholic Syrian Bank where the plaintiff had an account would also establish that fact. Three fixed deposit receipts were also issued by the second defendant. The second fixed deposit receipt was issued in the name of 'joint' instead of 'self' and this was also corrected. The interest rate was improved with respect to the third fixed deposit receipt. It was stated that on maturity, when the plaintiff demanded the maturity amount, to their shock, it was informed that loans have been availed by placing the first and second fixed deposit receipts as security. The learned counsel stated that the plaintiff had never authorised anyone to obtain loan on behalf of the plaintiff. He stated that the defendants contended that two persons claiming to be Sabarish and Priya, who claimed to be the son and daughter-in-law of Gokulam Gopalan had brought the original cheques and had availed loan. As a mater of fact, Sabarish, the son of Gokulam Gopalan, had died in a car accident in the year 2008. Learned Counsel stated that the Branch Manager had been convicted by CBI Court with respect to fraud in the said transaction after full trial. The learned counsel stated that having encahsed the cheques, there was a duty on the part of the defendants to pay back the amounts on maturity. The final report of CBI was also pointed out wherein it is seen that the loan application form was practically blank and did not contain the details regarding PAN number, date, name and other important details. Even in the absence of such details, the loan had been sanctioned. The learned counsel stated that therefore the plaintiff had established their case and prayed that the Court should decree the suit.

14. Mr.Sai Kumaran, learned counsel for the defendants on the other hand disputed the contentions advanced. The learned counsel stated that a fraud had been played on the bank and the plaintiff was directly involved in the fraud. It was stated that a similar modus operandi had been played by the plaintiff on Punjab National Bank on an earlier occasion. He stated that there was no reason why the cheques were handed over to Venkatesh, who claimed to be a former partner of the plaintiff. He stated that the bank had done due diligence before sanctioning the loan and there was no reason to suspect the bona fide of the loanees. He stated that it was a shock to the bank also that fraud had been played. He therefore stated that since loan had been availed on the fixed deposit amounts and the loan had not been repaid, the defendants were under no obligation to repay the maturity amount on the fixed deposits. The learned counsel stated that the suit should be dismissed.

15. I have given careful consideration to the arguments advanced, and perused the materials on record.

Issue No.I:

16. The issues in this suit had been framed on 02.03.2016 on which date, the trial in C.C.No. 7 of 2013 was pending before the XI Additional City Civil Court, Chennai (Special Court for trial of CBI cases). It was for that reason that this issue was framed whether the plaintiff was entitled to a Judgement and Decree dehors the pendency of the criminal case. However, the Judgement in the criminal case had delivered on 20.12.2017 and a copy was marked as Ex.D13. The issue will still have to be examined, namely, whether the plaintiff is entitled for a Judgement and Decree as prayed for against the defendants.

17. The plaintiff is a Company registered under the Companies Act 1956. They do business in Chit Funds. They have branches across the country. They have bank accounts in various banks and in various branches across the country. The plaintiff had issued three cheques Ex.P2 being Cheque No. 198688 drawn at Catholic Syrian Bank Ltd., Kodambakkam Branch, in favour of the second defendant, Indian Overseas Bank, Koyambedu Branch, for issuance of fixed deposit receipt favouring the plaintiff for a sum of Rs.1/- crore and Ex.P4, another Cheque No. 200872 again drawn on Catholic Syrian Bank Ltd., Kodambakkam Branch, again favouring the second defendant, Indian Overseas Bank, Koyambedu Branch, again for issuance of fixed deposit receipt again in favour of the plaintiff for a sum of Rs.2/- crores and Ex.P6, a third cheque bearing No. 201082 also drawn as aforesaid on Catholic Syrian Bank Ltd., Kodambakkam Branch, also issued in favour of Indian Overseas Bank, Koyambedu Branch, also for the purpose of issuing fixed deposit receipt in the name of the plaintiff but for a sum of Rs.3/- crores. The three cheques were dated 22.08.2011, 28.09.2011 and 07.10.2011 respectively. The copies of the three cheques were marked as Exs. P2, P4 and P6. The covering letter under which the three cheques were forwarded to the second defendant were marked as Exs. P3, P5 and P7. In Ex.P5 and in Ex.P7, PW-1, who is the signatory to the two letters had very specifically stated as follows and had underlined the said sentence:-

"do not create any lien or surety on this deposit."

18. The three cheques were encashed by the second defendant. This is reflected in the statement of accounts of the plaintiff's company with Catholic Syrian Bank Ltd., Kodambakkam Branch. The three statement of accounts the first dated 22.09.2011, the second for the period from 01.10.2011 to 02.10.2011 and the third for the period from 15.10.2011 to 17.10.2011 have been marked as Exs. P8 , P9 and P10. The second defendant also issued three fixed deposit receipts in favour of the plaintiff. They were marked as Exs. P11, P12 and P13. In Ex.P12 which had been issued as 'joint', the second defendant on representation of the plaintiff had actually corrected it to 'self'. With respect to the third fixed deposit Ex.P13 a request was made by the plaintiff to improve the interest rate from 9.25 to 9.60. The fixed deposit was also sent to the second defendant. A letter Ex.P14 was written by the plaintiff on 05.11.2011 even when the three fixed deposits were live, calling upon the defendant to confirm the holding of the deposits for a total amount of Rs.6/- crores with no lien whatsoever against the same.

19. In his examination in Chief, PW-1 had stated that on 03.11.2011, when their officer contacted the second defendant to collect the third fixed deposit receipt corrected with respect to the interest, the Branch Manager informed over phone that “these people had availed certain loan”. It was then brought to the knowledge of the plaintiff that loan for Rs.2.70 crores had been advanced and the first and second fixed deposit receipts had been given as security.

20. The plaintiff then lodged a complaint on 05.11.2011 to the Commissioner of Police which complaint had been marked as Ex.P15. The plaintiff had then sent letter after letter to the defendants in Exs. P14 and P16 to P23 calling upon the defendants to pay the maturity amount. The defendants refused.

21. It is the stand of the defendants that a fraud had been played and the matter was being investigated by CBI and since the issues were subjudice, they need not pay the maturity amount. Pursuant to investigation, the Central Bureau of Investigation had filed a final report in RC.No.1/e/2012/CBI/EOW on 25.03.2013 before the XI Additional Special Judge for CBI cases, Chennai. A copy of the final report was forwarded to the Chief Regional Manager of the Indian Overseas Bank by letter dated 25.03.2013. The letter and the copy of the final report had been marked as Ex.D1. Central Bureau of Investigation during the investigation had stated that A8 Yuvarajan had impersonated as Sabarish, though the said Sabarish died in the car accident in the year 2008. PW-31 L.Jeenath impersonated as S.Priya, W/o. Sabarish and they both approached A-10 Shakunthala Ashok, the Manager of the second defendant and handed over an application form for loan as against the two fixed deposit receipts of Rs.1/- crore and Rs.2/- crores and A-10 had also advanced loan for a total sum of Rs.2.70 crores. In the final report, CBI, to prove conspiracy among the accused, found that the amounts were transferred to fictitious current account No. 350 Sree Gokulam Chit and Finance Company Pvt. Ltd., and the complicity of A-10 was stressed in the final report. It was also stated that when the fraud came to light, the A10 also received two cheques, for Rs.1.3 crores and 1.4 crores without mentioning the payees name from A-8 M.Yuvaraj and the Approver Zeenath PW-31 signed by them as Directors of Sree Gokulam Chit and Finance Company Pvt. Ltd., to adjust the loan account. The cheques were just retained in the branch by A-10. The crime proceeds of Rs.2,55,57,000/- were credited to the fictitious current accounts and foreign investments have been made and maintained by A-2 T.S.Ananthraj Stephen and he had withdrawn the entire amount by way of cash withdrawal and transfer of RTGS from the current account of A-3 Franklin

Samuelraj through the current account of non existing firms maintained at Chennai, Mumbai and Surat with the help of A-9 Sandeep Kumar. It was stated that A-10 had handed over the original fixed deposit receipts without making any entry in the fixed deposit receipt register and without obtaining acknowledgement. It was stated that the details required KYC form were also not furnished.

22. All these facts which have been established as proved during trial show the complicity of the second defendant particularly A-10 in diverting the amount of the plaintiff to fictitious accounts.

23. The claim of the defendants that a fraud had been played and therefore they are not liable to repay the maturity amount is rejected by me. There was an existing contract between the plaintiff and the second defendant. The minute the cheques issued by the plaintiffs was encashed by the second defendant, there was an obligation on the defendants to repay the amounts on maturity. Opening of a fixed deposit receipt gave them the opportunity of retaining the amount during the period of the fixed deposit and then returning it with accrued interest. They had no right to issue a loan based on fraudulent documents to impersonators particularly when it had been very specifically stated that 'no lien or security should be created' on the said Negotiable Instruments, namely, cheques. The acts of fraud by the tenth accused/ second defendant are exposed by the investigation of CBI, which have also been established during trial. After trial the tenth accused has also been sentenced and convicted for offences under Sections 120(b) read with 420, 201, 409, 419, 465, 467, 468 and 471 IPC read with Section 13(2) read with 13(1)(d) of Prevention of Corruption Act 1988. The second accused was also directed to pay compensation of Rs.1 Crore 50 lakhs and the third accused also was directed to pay a compensation of Rs.1 Crore 50 lakhs.

24. It is thus evident that the second defendant had acted adverse to the interest of the plaintiff. A trust had been placed on the second defendant by issuing the three cheques As a banker, the defendants had to act in utmost good faith. They were the custodians of the amounts invested with them by the plaintiff.

25. The word 'faith' has been defined in Blacks' Law Dictionary 10th Edition as “Trust that a promise will be carried out”.

26. “Good faith” had been defined as “A state of mind consisting in (1) honesty in belief of purpose; (2) faithfulness to one's duty or obligation; (3) observance of reasonable commercial standards of fair dealing in a given trade or business, or (4) absence of intent to defraud or to seek inconscionable advantage”.

27. “Utmost good faith” had been defined as “ the state of mind of a party to a contract who will freely and candidly disclose any information that might influence the other party's decision to enter into the contract.”

28. The defendants had a duty to discharge utmost good faith to their customers. They failed to do so. The denial on their side is shocking. The defendants will have to honour their commitment with the plaintiffs. They can recover their amounts which they had unlawfully advanced to fictitious persons through appropriate proceedings. They cannot withhold the amount of the plaintiff even after a finding that the persons to whom loans was advanced loan were impersonators. They had impersonated a person, who had died in the year 2008. The other impersonator was examined as a witness, PW-31. In the course of her evidence, L.Zenath stated the other accused trained her to sign in English as Priya. They gave her bus charges to go to the Bank. She was also asked to dress in a grand manner like a rich woman. She was also give a Thali and bangles. She received a sum of Rs.5,000/- and another Rs.10,000/-. In the bank, she was given a paper and she signed as Priya. She went for the second time to the bank. After that the other accused simply deserted her. She was then enquired by CBI and she accepted she signed as Priya. Her photograph was found in the application form for loan. The eighth accused Yuvaraj has signed as Sabarish and acted as her husband. During trial, she was also cross examined by the counsel for the other accused. She withstood cross examination. It is thus clear that third person individuals had committed acts of fraud and the tenth accused/Branch Manager who was also convicted by a competent Court of law had also been directly involved in the acts of fraud by depriving the plaintiff of their valuable money. In view of these reasons, I hold that the plaintiff is entitled for a Judgment and Decree as prayed for. The issue is answered in favour of the plaintiff.

Issue No.2:

29. It is a fact that the defendants had received a sum of Rs.3 crores by way of two cheques of Rs.1 crore and Rs.2 Crores respectively. They had encashed the cheques. This is evident from the statement of accounts Exs. P8 and P9. They have not paid back the amount. The reasons advanced by them that the matter was subjudice are rejected by me. They are under a continuous obligation to return the amounts having encashed the same. They are under an obligation to return not only the principle but also the accrued interest. Since the transaction between a banker and a customer and disputes arising therefrom are a commercial dispute and since the plaintiff had been denied the fruits of their money, I hold they are entitled for interest at the commercial rate at 24% as prayed for. The issue is answered accordingly, in favour of the plaintiff.

Issue No.3:

30. In the result, the suit is decreed with costs. Costs to be paid in accordance with the amended Section 35 of the Code of Civil Procedure.

31. The Registry is delegated and directed by this Court to determine the costs and the plaintiff is permitted to file their Bill of Costs relating to (1) fees and expenses of the witnesses; (2) legal fees and expenses; and (3) any other expenses incurred in connection with the proceedings. On the filing of the Bill of Costs, the Registry may determine the quantum of the costs.

.10.2020

Index:Yes/No (½)
Web:Yes/No
vsg
Speaking/Non Speaking Order

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

    1. P.W.1 – V.C.Praveen

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

    1. Ex.P1

    2. Ex.P2 The attested photocopy of the cheque dated 22.08.2011 (the original of the cheque bearing No. 198688 in the custody of the Indian Overseas Bank, the defendant herein);

    3. Ex.P3 the covering letter dated 22.08.2011 send by the plaintiff to the defendant;

    4. Ex.P4 the attested photocopy of the cheque dated 28.09.2011 bearing No. 200872 drawn on Catholic Syrian Bank issued by the plaintiff in favour of Indian Overseas Bank, Koyambedu (The original of the cheque is also in the custody of the Indian Overseas Bank, the defendant herein);

    5. Ex.P5 the covering letter dated 28.09.2011 sent by the plaintiff to the defendant;

    6. Ex.P6 the attested photocopy of the cheque dated 07.10.2011 bearing No. 201082 drawn on Catholic

Syrian Bank issued by the plaintiff in favour of Indian Overseas Bank, Koyambedu (the original of the cheque is also in the custody of the Indian Overseas Bank, the defendant herein);

7. Ex.P7 the covering letter dated 07.10.2011 sent by the plaintiff to the defendant;

8. Ex.P8 the computer generated copy of the statement of accounts of the plaintiff company;

9. Ex.P9 the computer generated copy of the statement of accounts of the plaintiff company from 01.10.2011 to 02.10.2011;

10. Ex.P10 the computer generated copy of the statement of accounts of the plaintiff from 15.10.2011 to 17.10.2011;

11. Ex.P11 the photocopy of the FDR dated 22.09.2011 for a sum of Rs. 1 crore issued by the defendant in favour of the plaintiff;

12. Ex.P12 the photocopy of the FDR dated 03.10.2011 issued by the defendant in favour of the plaintiff for a sum of Rs.2 crores;

13. Ex.P13 the photocopy of the FDR dated 18.10.2011 for a sum of Rs.3 crores issued by the defendant in favour of the plaintiff;

14. Ex.P14 the letter dated 05.11.2011 sent by the plaintiff to the Senior Manager, IOB;

15. Ex.P15 the photocopy of the complaint dated 05.11.2011 lodged by the plaintiff to the Commissioner of Police, Egmore;

16. Ex.P16 the letter dated 20.09.2012 sent by the plaintiff to the second defendant;

17. Ex.P17 the letter dated 29.10.2012 sent by the plaintiff to the second defendant;

18. Ex.P18 the letter dated 29.10.2012 sent by the plaintiff to the second defendant;

19. Ex.P19 the letter dated 28.02.2013 sent by the plaintiff to the second defendant;

20. Ex.P20 the letter dated 03.07.2013 sent by the plaintiff to the second defendant;

21. Ex.P21 the letter dated 07.08.2013 sent by the plaintiff to the second defendant;

22. Ex.P22 the letter dated 24.09.2013 sent by the plaintiff to the second defendant;

23. Ex.P23 the letter dated 05.11.2013 sent by the plaintiff to the second defendant;

24. Ex.P24 the letter dated 12.11.2013 sent by the second defendant to the plaintiff;

25. Ex.P25 the legal notice dated 23.12.2013 by the plaintiff to the defendants 1 & 2;

26. Ex.P26 the acknowledgement received from second defendant;

27. Ex.P27 the acknowledgement received from first defendant;

28. Ex.P28 the reply notice dated 01.02.2014 sent by the first defendant;

29. Ex.P29 the letter dated 17.03.2014 by the plaintiff to the first defendant;

30. Ex.P30 the letter dated 05.05.2014 sent by the plaintiff to the first defendant;

31. Ex.P31 the letter dated 14.08.2014 sent by the plaintiff to the first defendant;

32. Ex.P32 the another letter dated 17.10.2014 sent by the plaintiff to the first defendant;

33. Ex.P33 the rejoinder notice dated 19.10.2014 sent by the plaintiff's counsel to the defendants;

34. Ex.P34 series are the acknowledgements received from the defendants;

35. Ex.P35 the copy of rejoinder notice dated 27.10.2014 sent to the counsel for the defendant;

36. Ex.P36 the acknowledgement received from the defendants.

3. List of Witnesses Examined on the side of the defendants:-

   1. DW.1 – Mrs.Anuradha Ransingh

4. List of Exhibits Marked on the side of the defendants:-

   1. Ex.D1 The xerox copy of the Final Report dated 25.03.2013 in R.C.No. 1/E/2012, CBI, EOW, Chennai;
   2. Ex.D2 The xerox copy of the reply given by the second defendant dated 01.02.2014; and
   3. Ex.D3 the Xerox Copy of the Judgment copy dated 20.12.2017 in C.C.No. 7 of 2013.

15.10.2020

vsg

(½)

C.V.KARTHIKEYAN, J.

vsg

Pre-Delivery Judgement in
C.S.No.698 of 2014

15.10.2020
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