IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : **14.12.2016**

PRONOUNCED ON : **31.07.2020**

CORAM :

THE HONOURABLE MR. JUSTICE P.VELMURUGAN

C.S.No.528 of 2006

1. J.C.Krishna (died)

2. C.K.Jayalakshmi
3. J.C.Ramasubramanian
4. J.C.Balaji
5. J.C.Kasthurirangan

(plaintiffs 2 to 5 are brought on record as LRs of the deceased first plaintiff as per the order dated 12.04.2016 made in A.Nos.455 and 456 of 2016. .. Plaintiffs.

Vs.

1.Syed Abdul Faheem (died)

2.Mrs.Shameen Aleem
3.Saleem

(defendants 2 and 3 are brought on record as LRs of the deceased first defendant as per the order of this Court made in A.No.474 of 2007, dated 02.04.2007.) .. Defendants.

PRAYER : Civil suit is filed under Order XXXVII Rule 1 of Civil Procedure Code r/w. Order VII Rule 1 of Original Side Rules :-

(a) to direct the defendants to pay the plaintiffs 2 to 4 a sum of Rs.38,91,867/- in which the cheque amount being Rs.34,00,000/- and the interest at the rate of 12% p.a. from 30.04.2005 till the date of presentation of the plaint i.e., 14.07.2006 being Rs.4,91,867/- and also the future interest at the rate of 12% from the date of plaint till the date of realization of the amount and

(b) to pay the cost of the suit.

For Plaintiffs	:	Mr.B.Prabhakar
For Respondents	:	Mr.Kalyan Jhabakh for Surana & Surana.

JUDGMENT

The civil suit is filed by the plaintiffs for recovery of a sum of Rs.38,91,867/- with interest at the rate of 12% p.a.

2. The gist of the plaint filed by the plaintiffs is as follows :-

(i) The deceased first defendant is the proprietor of CUE BALL Billiards Sports and Entertainment Center at Egmore. The deceased first plaintiff being a customer used to visit the CUE BALL Billiards Sports and Entertainment Centre at Egmore often, by which he become friend to the deceased first plaintiff.

(ii) Under the guise of friendship, the deceased first defendant and his family who were under heavy debts and there being several suits pending and attachments on the defendants family properties were subsisting, the deceased first defendant claiming that he hardly requires money for settling the said dues, came forward to sell the property along with his mother and brother belonging to them situated at No.109, Habibullah Road, T.Nagar, Chennai-17 in favour of the deceased first plaintiff. Since there were several Court attachments over the said property, owing to good relationship, the deceased first plaintiff came forward to purchase the said property for a total sum of Rs.40,00,000/- and based on this agreement, the deceased first plaintiff came forward to pay the advance sale consideration for the purpose of clearing the creditors of the deceased first defendant family.

(iii) The terms agreed upon between the deceased first plaintiff and the deceased first defendant, his mother and brother are that the advance sale consideration which is being paid for the purchase of the said property is to be made directly to the creditors of the defendants' family and the receipts issued by the creditors and the returned cheque and other vouchers evidencing the payment, would be the receipt for payment made by the deceased first plaintiff towards payment of advance sale consideration.

(iv) The deceased first plaintiff was taken along with the deceased first defendant to the creditors place viz., J.J.Finance, where the deceased first defendant had borrowed a sum of Rs.6,50,000/- and Rs.5,00,000/- respectively upon issuing a cheque Dated 28.07.2000, bearing No.595466 for Rs.6,50,000/- and the cheque dated 24.03.2003, bearing No.595464 for Rs.5,00,000/- both drawn on Canara Bank, G.P.Road Branch, which has been dishonoured by the bank for want of sufficient funds. The deceased first plaintiff cleared the outstanding with the said creditor and had received the cheques back from them and a letter from the creditors acknowledging the payment made by the deceased first plaintiff.

(v) Likewise, another creditor viz., Amar Finance, was paid Rs.1,00,000/- and the cheque given to him, by the deceased first defendant was taken back along with a letter of acknowledgment. Likewise, another sum of Rs.5,00,000/- was paid to Shrenik Nahar and a letter of acknowledgment was taken. Further, a sum of Rs.1,00,000/- was paid to one Ajith, Proprietor of Sachin Motors and the promissory note dated 22.01.2003, acknowledged by the defendant's mother and the deceased first defendant was redeemed and a letter of acknowledgment for payment of the amount on behalf of the deceased first defendant was taken. Altogether a sum of Rs.21,54,000/- was paid to the creditors of the deceased first defendant and these amounts were paid by the deceased first plaintiff on behalf of the deceased first defendant.

(vi) The deceased first plaintiff further submits that the deceased first defendant had turned down his promise and had played a fraud upon the deceased first plaintiff by selling the property to a third party without the knowledge of the deceased first plaintiff. The deceased first defendant who had earlier promised to execute an agreement of sale after the total payments were made to the creditors was not fulfilled. On the other hand, he had entered into a joint development agreement with a third party and the entire existing superstructure was demolished and a multi storied building is now being put up on the said property. When the same was questioned, the deceased first defendant contended that the deceased first defendant is not the absolute owner of the property and that his mother is not agreeing to sell the property for the amount fixed with the deceased first plaintiff and that she sold the property to a third party for a higher amount.

(vii) When the deceased first plaintiff demanded refund of the entire amount, the deceased first defendant and his family members had promised to repay the same together with interest at the rate of 24% p.a. but the said promise was also not fulfilled. Therefore, the deceased first plaintiff sent a notice on 27.01.2005, to the deceased first defendant and after receiving the same, the deceased first defendant had come forward and issued a cheque dated 30.04.2005, drawn on Canara Bank, GP Branch, bearing No.596388, for a total sum of Rs.34,00,000/- towards principal and interest.

(viii) When the said cheque was presented on 05.05.2005, in the bank where the deceased first plaintiff is having an account viz., Indian Overseas Bank, Saidapet Branch, the same was dishonoured with an endorsement "insufficient funds" and after coming to know about the intention of the defendant, the deceased first plaintiff had sent a legal notice dated 14.03.2006, to the deceased first defendant claiming the amount of Rs.34,00,000/- together with interest at the rate of 12% p.a. from the date of cheque till the date of making payment.

(ix) The said notice was received by the deceased first defendant but had not obliged the notice or sent any reply. Hence, the deceased first plaintiff do not have any other alternative except to institute the suit for recovery of the amount together with future interest at the rate of 12% p.a. from the date of the plaint till the date of realization of the amount.

3. The second defendant filed her written statement. The third defendant adopted the written statement filed by the second defendant herein. The defendants 2 and 3 were impleaded as legal heir of the deceased first defendant by an order of this Court dated 02.04.2007, made in A.No.474 of 2007. In the written statement the second defendant, inter alia, contended as follows:

(i) The cheque alleged to have been issued by the deceased first defendant in his capacity as the proprietor of "CUE BALL Billiards Sports and Entertainment Centre" and the second defendant is not at all connected with the issuance of the said cheque in any manner. As per Islamic law of Succession and Inheritance, the liability of an Mohammedan heir is in proposition to the extent of the share they inherit, in Islamic law there is no concept of joint family, joint property or joint business as like Hindu Law.

(ii) In the case on hand, the second defendant has not inherited anything from the deceased first defendant and she cannot be made liable and responsible for any alleged dues to the deceased first plaintiff. The deceased first defendant was living separately and was doing his own business and there is no likelihood for the second defendant to know about the transactions that were made by the deceased first defendant. Therefore, the second defendant cannot be held liable and responsible for any of the transactions done by the deceased first defendant during his lifetime, as the same was done by him individually.

(iii) Further, at no point of time, the deceased first defendant has executed any agreement either orally or in writing agreeing to sell the schedule property in favour of the deceased first plaintiff or his nominee. The suit schedule property is the self acquired property of the second defendant and that being the case, the deceased first defendant could not have agreed to sell the said property along with the third defendant herein.

(iv) The second defendant has not requested or authorized the deceased first plaintiff to pay or clear any debt as there was no necessity for the same and there was no creditors and no terms of any nature, much less, any agreed terms between the deceased first plaintiff and the second defendant. The suit documents filed in support of the above suit does not bear her name or authorization. The second defendant was not aware of the alleged payments made by the deceased first plaintiff to the alleged creditors. As an absolute owner of the property, the second defendant had entered into a joint venture for the development of the said property and had accordingly constructed a multi storied building.

(v) The second defendant further stated that she was not aware of the promise made by the deceased first defendant or the alleged cheque issued by him or the alleged dishonour of cheque or the alleged issuance of notice by the deceased first plaintiff. No request or demand for payment of any amount was ever made by the deceased first plaintiff to the second defendant. The second defendant never promised to pay any sum or interest thereon.

(vi) The second defendant further states that the deceased first plaintiff had instituted the suit after the death of the deceased first defendant and on this score alone the suit is liable to be dismissed. Further, the deceased first plaintiff filed the suit only to harass the second defendant with an intention to grab money from her and unlawfully enrich himself, thereby causing loss to her. The second defendant is not aware of the documents that are alleged to have been executed or promises made by the deceased first defendant. The second defendant is in no way connected with the activities of the deceased first defendant in any capacity and since she happened to be a legal heir of the deceased first defendant, no liability or responsibility can be fastened on her.

(vii) The second defendant is not aware of the business of the deceased first defendant nor she has inherited any of his properties or any portion thereof. The second defendant is not aware about any dues to the deceased first plaintiff payable by the deceased first defendant. The second defendant is not liable and responsible for any dues to the deceased first plaintiff and hence prays for dismissal of the suit.

4. Based on the pleadings of both the parties, documents filed by the parties and submissions made by both the Counsel, the following issues have been framed by this Court on 24.02.2012 :-

"1. Whether the suit is barred by limitation?

2. Whether the plaintiff is entitled to recover the suit claim from the defendants? If so, what could be the interest payable by the defendants?

3. To what other relief the parties are entitled?"

5. After completion of pleadings, in order to prove the case of the plaintiff, on the side of the plaintiff, one Mr.Ashok Kumar was examined as PW1 and through him Exhibits P1 to P11 were marked. On the side of the defendants, second defendant was examined as DW1 and no documents were marked.

6. This Court heard the arguments advanced by Mr.B.Prabhakar, learned counsel for the plaintiffs and by Mr.Kalyan Jhabakh, learned counsel for the defendants and considered the pleadings and evidence in the light of the arguments advanced on both sides.

7. The case of the plaintiffs is that the deceased first defendant was the proprietor of CUE BALL Billiards Sports and Entertainment Center at Egmore. The deceased first plaintiff being a customer used to visit the CUE BALL Billiards Sports and Entertainment Centre at Egmore often, by which, he become friend with the deceased first plaintiff. Under the guise of friendship, the deceased first defendant and his family members who were under heavy debts and there being several suits pending and attachments on the deceased first defendant family properties were subsisting, the deceased first defendant claiming that he hardly requires money for settling the dues, came forward to sell the property along with his mother and brother belonging to them situated at No.109, Habibullah Road, T.Nagar, Chennai-17, in favour of the deceased first plaintiff. Since there were several Court attachments over the said property and owing to good relationship, the deceased first plaintiff came forward to purchase the said property for a total sum of Rs.40,00,000/- and on this agreement, the deceased first plaintiff came forward to pay the advance sale consideration for the purpose of clearing the creditors of the defendant's family. The terms agreed upon between the deceased first plaintiff and the deceased first defendant, his mother and brother are that the advance sale consideration, which is being paid for the purchase of the said property is to be made directly to the creditors of the defendant's family and the receipts issued by the creditors and the returned cheque and other vouchers evidencing the payment would be the receipt for payment made by the deceased first plaintiff towards payment of advance sale consideration.

8. Subsequently, the deceased first plaintiff came to know that the defendants sold the said property to a third party for a higher amount and the deceased first plaintiff asked the deceased first defendant to repay the said amount and also sent a notice dated 27.01.2005, to the deceased first defendant. The deceased first defendant did not pay the amount but he came forward to issue a cheque dated 30.04.2005, drawn on Canara Bank, GP Branch, bearing No.596388, for a total sum of Rs.34,00,000/- towards principal and interest. When the said cheque was presented on 05.05.2005, in the bank where the deceased first plaintiff is having an account viz., Indian Overseas Bank, Saidapet branch, the same was dishonoured with an endorsement "insufficient funds" and after coming to know about the intention of the deceased first defendant, the deceased first plaintiff had sent a legal notice dated 14.03.2006, to the deceased first defendant claiming the amount of Rs.34,00,000/- together with interest at the rate of 12% p.a. from the date of cheque till the date of making payment. The deceased first defendant had received the said notice and he neither repaid the amount nor sent any reply. Therefore, the deceased first plaintiff filed the suit for recovery of the said amount from the deceased first defendant.

9. After filing of the suit, suit notice was sent to the deceased first defendant and the same was returned as died. Therefore, the plaintiffs impleaded the second and the third defendants as LRs of the deceased first defendant. The second defendant after entering appearance through learned counsel, filed a written statement and the third respondent adopted the said written statement.

10. In the written statement, the second defendant denied all the averments made in the plaint and has stated that the said property is the self acquired property of the second defendant. The deceased first defendant did not have any interest over the said property and he could not have agreed to sell the property along with the third defendant. The second defendant did not request or authorize the deceased first plaintiff to pay or clear any debt as there was no necessity for the same and there was no creditors and no terms of any nature, much less, any agreed terms between the deceased first plaintiff and the second defendant. The suit documents filed in support of the above said suit does not bear her name or authorization. The second defendant was not aware of the alleged payments made by the deceased first plaintiff to the alleged creditors. As an absolute owner of the property, the second defendant had entered into a joint venture for the development of the said property and had accordingly constructed a multi storied building.

11. The second defendant further contended that she was not aware of the promise made by the deceased first defendant or the alleged cheque issued by him or the alleged dishonour of cheque or the alleged issuance of notice by the deceased first plaintiff. There was no request or demand for payment of any amount ever made by the deceased first plaintiff to the second defendant. The second defendant never promised to pay any sum or interest thereon.

12. The second defendant further contended that the deceased first plaintiff had filed the suit after the death of the first defendant and on that score alone the suit is not maintainable. Further as per the Mohammedan law, there is no concept of joint family, joint property or joint business. The property belongs to the second defendant and if at all she is liable, as per Mohammedan law the liability will be in proposition to the extent of the share inherited by the second and the third defendant from the deceased first defendant and not more than that. There is no property in the name of the deceased first defendant and therefore they are not liable to pay any amount and sought for dismissal of the suit.

Issue No.1:

13. So far as the first issue is concerned, the deceased first plaintiff has averred in the plaint that the deceased first defendant and the deceased first plaintiff are friends. The deceased first defendant was in financial crises and there were several suits and attachments over his properties. Therefore, the deceased first defendant has sought the help of the deceased first plaintiff and the deceased first plaintiff has also agreed to help him and the deceased first defendant has also agreed to sell the property to him and that the deceased first plaintiff need not directly pay any amount to the deceased first defendant instead the deceased first plaintiff pay directly to the creditors of the deceased first defendant.

14. During trial, one Mr.Ashok Kumar, the power agent of the deceased first plaintiff was examined as P.W.1 and Exs.P1 to P11 were marked. The documents in Exs.P2 to P6 clearly shows that the deceased first plaintiff has paid the money to the creditors of the deceased first defendant and receipts were also attached to show that the deceased first plaintiff has cleared the dues of the deceased first defendant. The deceased first plaintiff has issued a notice dated 27.01.2005, to the deceased first defendant and after receipt of the same the deceased first defendant had issued a cheque dated 30.04.2005, drawn on Canara Bank, GP Branch, bearing No.596388, for a total sum of Rs.34,00,000/- towards principal and interest. According to the deceased first plaintiff, the said cheque was presented on 05.05.2005 in the Indian Overseas Bank, Saidapet branch, where the deceased first plaintiff is having an account but the same was dishonoured with an endorsement "insufficient funds" and after coming to know about the intention of the deceased first defendant, the deceased first plaintiff issued a legal notice to the deceased first defendant dated 14.03.2006, claiming the said amount of Rs.34,00,000/- with interest and the said notice was marked as Ex.P9. The said legal notice was acknowledged by the deceased first defendant on 15.03.2006 and the said acknowledgment is marked as Ex.P10. The cheque dated 30.04.2005, issued by the deceased first defendant in favour of the deceased first plaintiff was dishonoured and the same is marked along with the dishonour memo from the bank as Ex.P8. The suit was filed on 14.07.2006, i.e. well within the period of three years.

15. The first defendant received the notice in Ex.P9 through Ex.P10 acknowledgment. As admitted by the second defendant, the first defendant died on 04.07.2006 and that the suit was filed on 14.07.2006, so till his death he has not sent any reply, therefore, the suit is within limitation. Only when the suit notice is sent, the deceased first plaintiff came to know that the first defendant died and therefore he filed a petition to implead the second and third defendants as the LRs and this Court vide order dated 02.04.2007 impleaded them. During the pendency of the suit, the first plaintiff died and plaintiffs 2 to 5 were impleaded as LRs of the deceased first plaintiff vide order of this Court dated 12.04.2016.

16. The deceased first plaintiff made several payments. As per Ex.P2 he made the payment on 25.04.2003, as per Ex.P3 he made the payment on 24.08.2004, as per Ex.P4 he made the payment on 30.05.2003, as per Ex.P5 he made the payment on 21.10.2003 and as per Ex.P6 he made the payment on 24.08.2004 and the deceased first defendant acknowledged the above said amounts. The deceased first plaintiff sent a legal notice on 27.01.2005, the deceased first defendant after receipt of the said notice, issued a cheque on 30.04.2005 and subsequently it was dishonoured and therefore another legal notice dated 14.03.2006 was sent and the deceased first defendant acknowledged the same on 15.03.2006 and therefore the suit is not barred by limitation and the same is within the period of limitation. This issue is answered accordingly.

Issue No.2 :-

17. As already stated the deceased first plaintiff and the deceased first defendant are friends and the deceased first defendant was in a financial crunch and therefore he sought the help of the deceased first plaintiff and the deceased first plaintiff also agreed to help him, for which, the deceased first defendant agreed to sell his property situated at No.109, Habibullah Road, T.Nagar, Chennai-17 and the deceased first plaintiff has also made several payments to the creditors of the deceased first defendant and Exs.P2 to P6 also proves the same. Though the deceased first defendant also received the notice issued by the deceased first plaintiff, he has not sent any reply notice, which shows that he has not disputed and the documents in Exs.P2 to P6 also clearly shows that the deceased first defendant owed money from various persons and the deceased first plaintiff only paid all the money. Though the deceased first plaintiff has stated that the deceased first defendant has agreed to sell the property but he has stated that only oral agreement was made. Except P.W.1 Power Agent, the deceased first plaintiff has not examined any other witness and he has also not marked any other document to show that the deceased first defendant has agreed to sell the above said property to him. However, the deceased first defendant acknowledged all the monies paid and the legal notice was also received with acknowledgment would itself show that the deceased first defendant has not sent any reply denying the allegations to the notice and also he has subsequently issued a cheque in favour of the deceased first plaintiff and when that was presented, it was returned for want of sufficient funds and for that dishonour also he has received a legal notice from the deceased first plaintiff.

18. So far as the deceased first defendant is concerned, he has not denied the allegation. When the suit notice was served, he was no more and the same was returned. Therefore, the deceased first plaintiff took steps to implead the second and third defendants. The second and third defendants filed written statement stating that the said property is the absolute property of the second defendant and it is not a joint family property or the deceased first defendant had no right and interest in the said property. Neither the deceased first plaintiff nor the defendants have filed any document to show that the property stands in the name of the deceased first defendant. Though the second defendant has stated that she was not aware of the transaction between the deceased first plaintiff and the deceased first defendant, and that she has not authorised the deceased first plaintiff to clear the dues of the deceased first defendant, there is no document to show that the deceased first plaintiff has cleared the dues of the second defendant and therefore the second defendant is not liable to pay anything to the plaintiffs. The second defendant has entered into a joint venture agreement with a third party for development of the said property and she has also developed a property by constructing building and she is not liable to pay any amount. Further, she has stated that the property is a self acquired property of her and the deceased first defendant has no interest whatsoever over the said property and therefore she is not liable to pay any dues owed by the deceased first defendant.

19. Further, according to her, even as per the Mohammedan law as LRs, if at all she has benefited from the properties of the deceased first defendant, to that extent alone, she is liable to pay. Neither the plaintiffs nor the defendants have filed any document to show that the said property stand in the name of the deceased first defendant. However, the deceased first defendant has not sent a reply to the notice sent by the deceased first plaintiff and therefore the deceased first defendant is liable to pay the amount. There is no evidence to show that the defendants 2 and 3 are also liable to pay any money and that the deceased first plaintiff has cleared the second and third defendants dues also. Since the defendants 2 and 3 are the LRs of the deceased first defendant, they are liable to pay the suit claim of the plaintiffs. However, the learned counsel appearing for the defendants would submit that as per the Mohammedan law, the legal heir is liable to pay any amount if at all they derived any benefit from the deceased person and that they can only repay to that extent. The learned counsel placed reliance on a judgement of the Hon'ble Supreme Court in ***P.N.Veetil Narayani Vs. Pathumma Beevi (dead) by L.Rs. and another*** reported in ***(1990) 4 SCC 672***. In paragraphs 8 to 10, the Hon'ble Supreme Court has has held as follows:

> *"8. In Principles of Mahomedan Law by Mulla, 17th Edition, sections 43 and 46 provide:*
>
> > *"43. Extent of liability of heirs for debts -- Each heir is liable for the debts of the deceased to the extent only of a share of the debts proportionate to his share of the estate (d).*
> >
> > *46. Suit by creditor against heirs--If there be no executor or administrator, the creditor may proceed against the heirs of the deceased, and where the estate of the deceased has not been distributed between the heirs, he is entitled to execute the decree against the property as a whole without regard to the extent of the liability of the heirs inter se (h)."*
>
> *9. The question whether the ownership of a Muhammadan intestate devolves immediately on his heirs,and such devolution is not contingent upon, and suspended till, payment of such debts was answered authoritatively almost a century ago by a*

Full Bench of the Allahabad High Court in Jafri Begam v. Amir Muhammad Khan, [1885] Vol. 7 ILR--Allahabad Series in the negative. Rather it was authoritatively settled (see page 843 of the Report) that Muhammadan heirs are independent owners of their specific shares, and if they take their shares subject to the charge of the debts of the deceased, their liability is in proportion to the extent of their shares.

10. These observations in Jafri Begam's case (supra) are prime roots of the theory as to the divisibility of the debt in the hands of heirs of a Muslim intestate. So it would be right to treat it settled that Muslim heirs are independent owners of their specific shares simultaneously in the estate and debts of the deceased, their liability fixed under the Personal Law proportionate to the extent of their shares. In this state of law it would be unnecessary to refer to other decisions of various High Courts touching the subject. So we proceed on the footing that as many heirs, as are defending this cause, there are debts in that number."

20. There is no quarrel over the proposition of law laid down by the Hon'ble Supreme Court. In this case, absolutely there is no evidence to show that they have joint liability. The deceased first plaintiff has not filed suit against all the defendants as they are jointly and severally liable to pay the suit claim. Originally he filed suit against only the deceased first defendant not against the other defendants. After they were impleaded as defendants 2 and 3, they filed a written statement denying the liability and also they are not aware of this. For which, the deceased first plaintiff has not filed any reply statement that the second and the third defendants were aware of all the facts and know about the clearing of the dues of the deceased first defendant by the deceased first plaintiff. The deceased first plaintiff has not filed any reply statement that the deceased first defendant borrowed all the money for and on behalf of the second and third defendant and also he cleared the dues not only for the deceased first defendant but also for the second and third defendant and therefore the second and third defendants are liable to pay. Since he has not filed any reply statement to that effect and the second and third defendants were impleaded only as LRs of the deceased first defendant, though the deceased first defendant is liable to pay the suit claim amount, as far as the second and third defendants are concerned, if the deceased first defendant was having any property and if the second and third defendants inherited any of that property from the deceased first defendant, they are liable to pay that extent and it can be decided by the Execution

Court, if any application is filed in the execution proceedings against the property for recovery of the money. It is made it clear 2nd and 3rd defendants are not personally liable to pay the decree amount. This issue is answered accordingly.

Issue No.3 :-

21. If the plaintiffs are able to prove that the deceased first defendant was having any property, they can file an execution petition to execute the decree against the defendants 2 and 3 to that extent they have benefited from the property of the deceased first defendant to repay the sum of Rs.34,00,000/- with interest of 6% p.a. from date of Suit till the date of realisation. Since the first defendant had died and the second and the third defendant are impleaded as LRs of the deceased first defendant, as per Mohammedan law the second and the third defendants are liable to pay the debts of the deceased first defendant, in case they were benefited from the property of the deceased first defendant. This issue is answered accordingly.

22. In the result, the suit is decreed as indicated above. No costs.

31.07.2020

Index : Yes / No
Internet : Yes / No
kk

List of Witness examined on the side of the plaintiff

Ashok Kumar - PW1

List of documents marked on the side of the plaintiffs

SL. No	Exhibits	DESCRIPTION OF DOCUMENTS	DATED
1.	P1	Power of Attorney	01.09.2012
2.	P2	Original Receipt issued by J.J.Finance in favour of the plaintiff	25.04.2003
3.	P3	Original Receipt issued by J.J.Investment in favour of the plaintiff	24.08.2004
4.	P4	Receipt issued in favour of plaintiff in lieu of cancellation of agreement dated 02.08.1999	30.05.2003
5.	P5	Original Receipt issued by Surendar Kothari proprietor Amar Finance in favour of the plaintiff	21.10.2003
6.	P6	Original Receipt issued by Sachin Motors in favour of the plaintiff	24.08.2004
7.	P7	Legal notice of the plaintiff to defendant	27.01.2005
8.	P8	Cheque issued by the first defendant in favour of the plaintiff with dishonour memo	30.04.2005
9.	P9	Legal notice issued by the plaintiff to the defendant	14.03.2006
10.	P10	Postal acknowledgment	15.03.2006
11.	P11	Encumbrance Certificate	09.05.2006

List of Witness examined on the side of the defendant

Shameem Aleem - DW1

List of documents marked on the side of the defendants

-- Nil --

31.07.2020
(P.V.J.)

P.VELMURUGAN, J.

kk

Pre Delivery Judgment in C.S.No.528 of 2006

RESERVED ON : **14.12.2016**

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