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C.R.P(MD)No.979 of 2010

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

RESERVED ON: 29.08.2019

PRONOUNCED ON: 30.09.2020

CORAM:

THE HONOURABLE MR.JUSTICE **S.S.SUNDAR**

C.R.P(MD)No.979 of 2010

and M.P. (MD) No.1 of 2010

and

S.A. (MD)No.778 of 2016

C.R.P. (MD)No.979 of 2010:-

1.Chelladurai (Died)
2.Sankarammal
3.C.Kumar
4.K.Rani
5.C.Nambirajan

:Petitioners/Petitioners

Petitioners/Respondents/Defendants

(Petitioners 2 to 5 are brought on record as LRS of Deceased sole Petitioner vide court order dated 31.07.2017 made in CMP(MD) 3120 to 3122 of 2017)

Vs.

1.Sudalaimuthu

:1st Respondent/1st Respondent

1st Respondent/Petitioner/Plaintiff

2.Marimuthu

:2ndRespondent/2ndRespondent/2nd Respondent/
2nd Respondent

PRAYER: Civil Revision Petition filed under Section 115 of Code of Civil Procedure, to set aside the fair and decretal order passed in E.A.No.758 of 2009 in E.A.No.638 of 2008 in E.P.No.45 of 2008 in O.S.No.106 of 2007, dated 31.03.2010 on the file of the Principal Sub Court, Tirunelveli.

For Petitioners

: Mr.H.Arumugam

For R1

: Mr.M.P.Senthil

For R2

: Mr.C.Sundaravadivel

S.A. (MD)No.778 of 2016:-

Chelladurai (Died)
1.Sankarammal
2.C.Kumar
3.K.Rani
4.C.Nambirajan

:Appellants/

:Appellants/LR'S of the deceased

Vs.



1.A.Marimuthu
2.S.Sudalaimuthu

3.The Joint Registrar Part-I,
District Registrar Office,
Palayamkottai, Kokkirakulam,
Palayamkottai Taluk,
Tirunelveli District.

:Respondents/
Respondents/Defendents

PRAYER: Second Appeal filed under Section 100 of Code of Civil Procedure to set aside the judgment and decree in A.S.No.15 of 2015, dated 05.02.2016 on the file of the Principal District Court, Tirunelveli, confirming the judgment and decree passed in O.S.No.151 of 2008, dated 27.08.2013 on the file of the Principal Subordinate Court, Tirunelveli.

For Appellants	: Mr.H.Arumugam
For Respondent 1	: Mr.R.Balakrishnan
For Respondent 2	: Mr.M.P.Senthil
For Respondent 3	: Mr.J.GunaseelanMuthiah
	Additional Government Pleader

COMMON ORDER

The legal heirs of the plaintiff in the suit in O.S.No.151 of 2008 on the file of the Principal Sub Court, Tirunelveli, are the appellants in the above Second Appeal. The plaintiff and his legal heirs in the suit are also the revision petitioners.

2.The second appeal is against the concurrent judgment and decree of the lower Courts in O.S.No.151 of 2008 and A.S.No.15 of 2015. The Civil Revision Petition is directed against the dismissal of petition filed by the first petitioner in the Civil Revision Petition under Section 47 C.P.C.

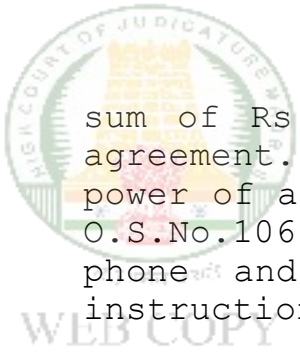
3.The brief facts leading to the above Second Appeal and Civil Revision Petition are as follows:

3.1.The husband of first appellant by name Thiru.Chelladurai filed the suit in O.S.No.151 of 2008 on the file of the Principal Subordinate Court, Tirunelveli, to set aside the judgment and decree in O.S.No.106 of 2007 on the file of the First Additional Sub Court, Tirunelveli, dated 28.08.2007 as the same is invalid and null and void and for permanent injunction restraining the second defendant in the suit from alienating or creating any encumbrance over the suit property on the basis of the judgment and decree in O.S.No.106 of 2007. The suit is also for other consequential reliefs to direct the Sub Registrar, Palayamkottai, to cancel the power of attorney deed dated 09.06.2006 executed by



the plaintiff in favour of the first defendant in the suit and for cancelling the registration of sale agreement dated 09.01.2006 and the registration of the sale deed dated 02.07.2008 based on the decree in O.S.No.106 of 2007.

3.2.The suit property is a house-site plot and building bearing Door No.25A in Krishnankovil Mela Theru comprised in Town Survey No.1037 in Ward No.23 of Tirunelveli Corporation. There is no dispute that the suit property originally belonged to the plaintiff. The case of the plaintiff in the suit is that he approached the first defendant in the suit for a loan of Rs.1,50,000/- to improve his business and that under the pretext of getting a mortgage as a security for the loan, the first defendant and his brother in law, the second defendant called the plaintiff to the Registrar Office and fraudulently obtained a power of attorney deed in favour of the first defendant and received the original title deed from the plaintiff. It is his further case that without knowing the fraudulent transaction, the plaintiff was paying interest at the rate of Rs.6,000/- per month. The plaintiff stated that he let out the houses to his own son and put him in possession of the property as tenant and moved to Chennai. It is also the case of the plaintiff that on 03.03.2007, the first defendant told him to pay interest to the second defendant. Thereafter, he came to know that the defendants 1 and 2 have fraudulently obtained a power of attorney deed and executed a registered sale agreement on 09.06.2006. The plaintiff stated that he also came to know thereafter that the second defendant filed a suit in O.S.No.106 of 2007 for specific performance of an agreement and obtained an *ex parte* decree fraudulently by getting a decree in his name by showing the first defendant as plaintiff's power of attorney agent to represent the plaintiff in the suit. It is also admitted that based on the *ex parte* decree, an execution petition was filed in E.P.No.45 of 2008 before the Sub Court, Tirunelveli and the second defendant obtained a sale deed through Court. Describing every transactions namely the power of attorney deed, sale agreement, *ex parte* decree and the subsequent sale deed through Court as fraudulent, the plaintiff submitted that the decree and judgment in O.S.No.106 of 2007 was obtained by playing fraud and collusion. It is stated that an obstruction petition was filed in the Execution Petition and delivery of property is yet to be taken. The suit was contested by the first defendant and second defendant independently. It is to be noted that both the defendants 1 and 2 have contested the suit on common grounds. The first defendant pleaded that the plaintiff was never cheated nor there was any loan transaction. It is the positive case of the defendants 1 and 2 that the plaintiff executed a power of attorney deed, as he wanted to sell the property and that as power agent, the first defendant executed an agreement of sale on 09.06.2006. The total consideration was Rs.2,75,000/- and that a



sum of Rs.2,30,000/- was given to the plaintiff on the date of agreement. It is the specific case of the first defendant that as power of attorney agent, he gave the information about the suit in O.S.No.106 of 2007 and other proceedings to the plaintiff over phone and that he did not appear in Court as he had no instructions from the plaintiff. He denied all other allegations.

3.3.In the written statement filed by the second defendant, the second defendant admitted that no notice was issued to the plaintiff at any point of time and that the suit was filed only against the power of attorney agent of the plaintiff. Para 4 of the written statement filed by second defendant is extracted below:-

“ஒ.எஸ்.106/07 வழக்கில் பவர் ஏஜண்ட் முறையில் 1ம் பிரதிவாதியை மட்டும்தான் கட்சி சேர்க்க முடியும். வாதியை சட்டப்படி கட்சி சேர்க்க வேண்டிய அவசியமில்லை என்ற காரணத்தினால் வாதியை சேர்க்கவில்லை.”

In the plaint in O.S.No.106/2007, the appellant was shown as the defendant represented by the second defendant in the present suit as power agent. Only the address of second defendant is given for service of notice. Admittedly, no notice was issued to the appellant even though he was a party.

3.4.It is to be noted that one of the main contentions in the suit is that the suit was filed against the plaintiff showing him as a person represented by his power of attorney agent and that no notice was issued to the plaintiff. However, the trial Court did not frame a specific and vital issue, but, framed a general issue whether the decree and judgment in O.S.No.106 of 2007 are invalid and liable to be set aside. The trial Court went elaborately about the nature of document, namely, the power of attorney deed and the sale agreement which were simultaneously executed. The trial Court considered the issue whether the power of attorney deed and the sale agreement are true and valid. Ultimately, the trial Court found that the appellant failed to prove his case that the power of attorney deed was obtained by misrepresentation, suppressing the real nature and character of the transaction and that it was fraudulently created. Believing the evidence of first defendant that he had informed the plaintiff about the summons received by him in the suit, the trial Court held that the case of the plaintiff that the first defendant colluded with the second defendant cannot be accepted. The trial Court further held that the plaintiff had earlier filed an application under Section 47 of C.P.C., challenging the executability of the decree in O.S.No.106 of 2007 and that therefore, he is not entitled to the relief of declaration that the decree and judgment in the suit are invalid. Aggrieved by the same, the plaintiff preferred an appeal in A.S.No.55 of 2015 on the file of the Principal District Court, Tirunelveli. During the pendency of the appeal suit, the plaintiff died and the appellants



1 to 4 herein were brought on record. The appellate Court also confirmed the judgment and decree of the lower Court. The appellate Court also decided the issues in the same line and gave preference to the issues relating to the validity of the power of attorney deed and the sale agreement rather than the allegations in the plaint as to the fraudulent nature of suit in O.S.No.106 of 2007 as framed. The appellate Court also rendered a finding that the plaintiff who filed a petition under Section 47 CPC suppressed the same in the present suit. Aggrieved by the judgment and decree of the Courts below, the legal heirs of the plaintiff, who are also appellants 2 to 5 before the lower appellate Court, have preferred the above second appeal.

4.The appellants have raised the following substantial questions of law:

(a) When the decree of specific performance in O.S.No.106/07 was obtained by collusion and playing fraud in contravention of Order 3, Rules 1 and 2 of CPC and it is settled principles of law that fraud vitiate any solemn act whether the Courts below are right in rejecting the suit as not maintainable in view of Section 47 of CPC?

(b) Whether a suit filed for specific performance showing the power agent alone as defendant and that too without recognising the power as per Order 3, Rules 1 and 2 of CPC is maintainable in law and whether the Court can pass ex parte decree by sending summon to the alleged power agent alone?

(c) Whether the suit filed for specific performance without impleading the owner of the property is maintainable in law?

(d) Whether the Courts below have misconstrued the nature of the document as sale agreement ignoring that the alleged sale agreement and the power of attorney were executed on the same date and time, which prove the collusion and fraud?

(e) Whether the Lower Appellate Court has committed error in shifting the burden of proof of compliance of Order 3, Rule 2 of CPC upon the appellant when it is the duty of the defendant, who obtained the document, has to prove the same?

(f) When the Lower Appellate Court has categorically given a finding that the appellant was not informed about the suit proceedings by the alleged power agent is it right in holding that the fraud and collusion is not



proved?

(g) When the Courts below have failed to frame proper and necessary issues arising as to frame of suit, service of summon and not recognising the power as per Order 14, Rule 1 and 3 of CPC and committed error in dismissing the suit?

5.The main issue that has to be considered in this appeal is whether the suit in O.S.No.106 of 2007 has been properly framed and whether the decree obtained in O.S.No.106 of 2007 without notice to the plaintiff in the present suit and without following the procedure required in law for showing him as defendant represented by his power of attorney agent is valid.

6.Before answering the questions and issues, this Court has considered the following facts and circumstances.

(a) The general power of attorney (Ex.A7) and the sale agreement (Ex.A8) are executed on the same day, namely, 09.06.2006. There was no explanation as to why the sale agreement was executed by the power of attorney agent when the plaintiff was very much available before the Registrar's Office on that date. From the reading of the plaint in O.S.No.106 of 2007, it is seen that the plaintiff was shown as the defendant represented by his power agent. Admittedly, no notice was issued to the plaintiff and no summon was issued to the plaintiff when the suit was pending. The contention of the plaintiff in the present suit is that no permission was obtained by the plaintiff or defendant in the suit in O.S.No.106 of 2007 to recognise the first defendant as an authorised agent of plaintiff.

(b) In the written statement filed by the second defendant, it is stated as follows:

“4.ஒ.எஸ்.106/07 வழக்கில் பவர் ஏஜென்ட் முறையில் 1ம் பிரதிவாதியை மட்டும் தான் கட்சி சேர்க்க முடியும். வாதியை சட்டப்படி கட்சி சேர்க்க வேண்டிய அவசியமில்லை என்ற காரணத்தினால் வாதியை சேர்க்கவில்லை.”

Hence, there is no wonder why no notice was issued to the plaintiff in the present suit and it was assumed that the first defendant is the authorised agent of the plaintiff on the basis of the power of attorney deed.

(c) The plaintiff in O.S.No.106 of 2007 produced the power of attorney deed to show that the first defendant is the authorised agent of the plaintiff in the present suit to represent him in the previous suit. The power of attorney document is supposed to be held by the first defendant. This suggest nothing but collusion.



(d) When the second defendant filed the earlier suit, he is expected to file a suit only against the person against whom he wants relief. The framing of the suit by showing the plaintiff in the present suit as one represented by a power of attorney agent itself is fraudulent.

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(e) The plaintiff in any suit is not expected to file the suit against a power agent. In the present case, the plaintiff in the present suit is named as defendant but represented by his authorised agent. Order 1, Rule 3 does not authorise the plaintiff to file a suit by showing a defendant as one represented by his power of attorney agent without leave of Court.

(f) Order III, Rule 1 C.P.C. only deal with appearance of party by recognised agent or by pleader. Once a person is recognised by Court to appear on behalf of a party to the lis, the process served on the recognised agent of a party shall be as effective as if the same had been served on the party in person unless the Court otherwise directs.

(g) If every power of attorney deed can be accepted as a valid document to recognise any one as the authorised or recognised agent of a party, then there is likelihood of such power of attorney agent to create a situation worse for his principal for all time to come by his inaction. In this case, the trial Court believed the version of the first defendant that he informed the plaintiff in the present suit about the summons over phone. This is specifically denied. Except the *ipsi dixit* of the first defendant, no material is produced to show that the plaintiff had knowledge about the proceedings till it was culminated in the *ex parte* decree. It is only to protect the interest of parties, Rule 16 of the Civil Rules of Practice comes in aid and which reads as follows:

"16. Party appearing by agent:-

(1) When a party appears by an agent other than a pleader or advocate, the agent shall before making or doing any appearance, application, or act, in or to the court, file in court the power of attorney, or written authority, thereunto authorizing him, or a properly authenticated copy thereof/or, in the case of an agent carrying on a trade or business on behalf of a party, without a written authority, an affidavit stating the residence of his principal, the trade or business carried on by the agent on his behalf and the connection of the same with the subject matter of the suit and that no other agent is expressly authorized to make or do such appearance, application or act.

(2) The judge may thereupon record in writing that the agent is permitted to appear and act on behalf of the



party, and unless and until the said permission is granted no appearance, application or act, of the agent shall be recognized by the court."

7.From Rule 16 of the Civil Rules of Practice, it is necessary that a person appearing by an agent is expected to file in Court the power of attorney deed or an authenticated document. It is only after getting permission for the agent to appear and act on behalf of the party, the agent shall be recognised by the Court to act on behalf of his principal. As it was pointed out, the suit in O.S.No.106 of 2007 was filed by showing the name of the plaintiff in the present suit as defendant represented by his agent. It is unfortunate to note that the plaintiff in the previous suit without permission for showing the defendant as a party represented by power of attorney agent had framed the suit so as to avoid notice to the defendant. This is fraudulent and it is not the purpose or object of Order III, Rules 1, 2 and 3 C.P.C. or Civil Rules of Practice. Hence, the very framing of suit is fraudulent to achieve definitely something against the interest of the defendant in O.S.No.106 of 2007 who is the plaintiff in the later suit which is the subject matter of this appeal.

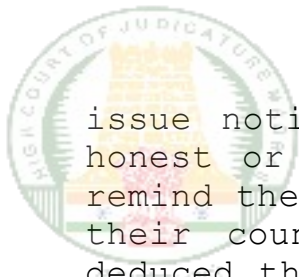
8.The second defendant has deposed in his Chief Examination that he issued notice only to the first defendant before filing the suit in O.S.No.106 of 2007. It is the definite case of the plaintiff that the second defendant is the brother-in-law of the first defendant. The second defendant also admit that he filed the suit only against the first defendant as he was holding power from the plaintiff. Therefore, the second defendant had in his mind to use the power of attorney deed to get a decree against the plaintiff in the present suit without notice to him.

9.The prayer in the previous suit is for specific performance which reads as follows:

“அ) வாதிக்கு பிரதிவாதி பவர் ஏஜண்டு ஆ.மாரிமுத்து ஒரு கிரையப்பத்திரம் எழுதித்தரும்படி ஒரு உத்திரவு பிறப்பிவிக்கும் படிக்கும், தவறினால் சமூகம் நீதிமன்றம் மூலம் கிரையப்பத்திரம் எழுதித்தரும்படி ஒரு தீர்ப்பாணை பிறப்பிவிக்கும் படிக்கும் அதை அனுசரித்து தபசில் சொத்தின் அனுபவத்தை வாதியிடம் ஒப்படைக்கும் படிக்கு ஒரு தீர்ப்பாணை வழங்கியும்”

From the relief that is sought for in the suit, it can be seen that the suit itself was filed to get a decree against the power of attorney agent of the plaintiff.

10.The first defendant has admitted that he did not appear and therefore, an *ex parte* decree was passed in the suit in O.S.No.106 of 2007 and an *ex parte* order as well in the execution petition and a sale deed was also executed by the officer of Court. When the court permit any one to appear on behalf of the party to the litigation, the Court also should be vigilant and can



issue notice to the party when the agent does not appear to be honest or diligent. The Hon'ble Supreme Court had occasions to remind the Subordinate Courts to issue notice to the parties, when their counsel reports no instruction. It can be legitimately deduced that the lower Court in a situation where a person who is shown as an authorised agent does respond to the summons, can issue summons to the principal. In a case of this nature Court cannot decide the character of previous litigation purely based on the validity of power of attorney deed and the sale agreement. When the procedural irregularity in this case is so obvious, the Courts below have failed to address the issue. Material irregularities in the previous case has led to the situation that a suit for specific performance had been decreed without the knowledge of the owner of the property. The fact that the power of attorney deed had been filed by the plaintiff in the previous suit would prove the collusion between the defendants 1 and 2 in the present suit. The contention that the first defendant had informed the plaintiff about the suit at every stage is not supported by any document or material. Even assuming that the plaintiff had knowledge of some suit filed against the first defendant, it is not necessary that he should react and respond on the communication that the first defendant is facing a litigation. Admittedly, the first defendant himself has not seen the plaint or knew the nature of suit filed against him as power agent. It is unnatural to believe the story of defendants 1 and 2 that there was no irregularity or collusion or fraud in filing and getting a decree in the suit in O.S.No.106 of 2007 without notice to the plaintiff in the present suit.

11.The learned Counsel appearing for the appellant relied upon a judgment of this Court in ***The Lakshmi Mills Co. Ltd., v. R.Ramajaam*** reported in **2010 (1) MWN (Civil) 455** wherein it has been held as follows:

"13. Order 3 Rule 1 provides that any appearance, application or act in or to any Court, required or authorized by law to be made or done by a party in such Court, may, except where otherwise expressly provided by any law for the time being in force, be made or done by the party in person, or by his recognized agent, or by a pleader (appearing, applying or acting, as the case may be) on his behalf. Rule 2 of Order 3 indicates as to who are all the recognised agents of parties by whom such appearances as made mentioned in Rule 1 of Order 3 could be made. The said provision would read thus:-

"Recognized Agents:-

The recognized agent of parties by whom such appearances, applications and acts may be made or

done are



(a) persons holding powers-of-attorney, authorizing them to make and do such appearances, applications and acts on behalf of such parties;

(b) persons carrying on trade or business for and in the names of parties not resident within the local limits of the jurisdiction of the Court within which limits the appearance, application or act is made or done, in matters connected with such trade or business only, where no other agent is expressly authorized to make and do such appearances, applications and acts."

14. The Civil Rules of Practice also contains provision with respect to the appearance of parties through agents. Rule 16 as contained Part I of Civil Rules of Practice would read thus:-

"16. Party appearing by agent:-

(1) When a party appears by an agent other than a pleader or advocate, the agent shall before making or doing any appearance, application, or act, in or to the court, file in court the power of attorney, or written authority, thereunto authorizing him, or a properly authenticated copy thereof/or, in the case of an agent carrying on a trade or business on behalf of a party, without a written authority, an affidavit stating the residence of his principal, the trade or business carried on by the agent on his behalf and the connection of the same with the subject matter of the suit and that no other agent is expressly authorized to make or do such appearance, appellation or act.

(2) The judge may thereupon record in writing that the agent, is permitted to appear and act on behalf of the party, and unless and until the said permission is granted no appearance, application or act, of the agent shall be recognized by the court."

15. The fourth respondent has filed the suit in his capacity as agent of respondents 1 to 3. Obviously, he was claiming to be an attorney within the meaning of Rule 2(a) of Order 3. A conjoint reading of the provisions of Order 3 Rules 1 and 2 along with rule 16 of the Civil Rules of Practice clearly shows that the power of attorney has to be produced before the trial court and a specific order has to be passed by the judge permitting the power agent to appear on behalf of the party. There is no question of permitting the party to represent the interest of another in a civil suit unless such



authorization was produced before the court. In case a person was permitted to represent the plaintiffs in a suit without there being a document within the meaning of Order 3 Rule 2 (a) it would ultimately result in a serious situation to the plaintiffs inasmuch as any decree passed in such suit would be binding on the plaintiffs on account of the permission granted by the court to the agent to file the suit and to conduct the proceedings.

16. Therefore while considering the application filed by the agent for permission to file the suit as a power agent, the court was required to consider the affidavit filed in support of the application as well as the power of attorney and an order should be passed upon such consideration. The provisions of Order 3 Rule 1 read with Rule 16 of the Civil Rules of Practice cannot be considered as an empty formality. Unless authority is given to a person to represent the interest of a party to the suit, it is not possible for him to come on record. Therefore the satisfaction of the court is of paramount importance to enable the agent to represent the principal."

12. In yet another judgment of this Court in the case of **A. Sarojinidevi v. R. Arumugam** reported in **2019 (3) CTC 206**, it has been reiterated as follows:

"12. A reading of Order III Rule 1 would clearly highlight the fact that there are two categories of persons who can appear on behalf of a party (a) a recognized agent; and (b) a pleader, such persons are further empowered to "appear" or "apply" or "act". Rule 2 (a) recognizes the power of attorney as a recognized agent. Therefore, the provision of the Code of Civil Procedure provides that even a power agent can appear, apply or act on behalf of a party provided, he is a recognized power agent. The rules of practice also clarified this issue. Rule 16 of the Civil Rules of Practice would read as follows:

"Party appearing by agent (1) When a party appears by an agent other than a pleader or advocate, the agent shall before making or doing any appearance, application, or act, in or to the court, file in the court the power of attorney, or written authority, thereunto authorizing him, or properly authenticated copy therefor/or, in the case of an agent carrying on a trade business on behalf of a party, without a written authority, an affidavit stating the residence of his principal, the trade business carried on by the agent on his behalf and the

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connection of the same with the subject matter of the



suit and that no other agent is expressly authorized to make or do such appearance, application or act.

(2) The judge may thereupon record in writing that the agent, is permitted to appear and act on behalf of the party, and unless and until the said permission is granted no appearance, application, or act, of the agent shall be recognized by the court".

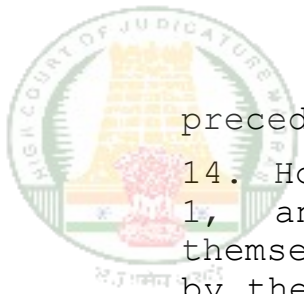
13. Therefore, the appearance by the power agent is recognized by the procedural code and the only requisite is the permission of the Court. The Honourable Supreme Court in the Judgement in Harishankar Rastogi Vs. Girdhari Sharma and another reported in AIR 1978 SC 1019, had an occasion to consider whether a private person who is not an advocate has the right to argue for a party. The matter pertained to proceedings emanating under the Criminal Procedure Code. The Honourable Supreme Court granted permission to the private persons to appear on behalf of the party. The Honourable supreme Court has held that it is open to the Court to grant or withhold permission to a party to appear as third persons other than an Advocate. The Honourable Supreme Court had held that this permission can withdrawn by any time by the Court if it feels that antecedents or conduct of such persons is to the detriment to the interests of the party to the proceedings. In the instant case the person who is representing the 9th defendant is none else than her son who would definitely have the interests of his mother at heart and further he is the ultimate beneficiary if a share gets allotted to his mother. This Judgement was followed by this Honourable Hight Court in its Judgement in C.M. Visalakshi and others Vs. K. Kuppusamy and others reported in AIR 1989 Mad 27. This Court has held as follows:

9. While dealing with an application like this, a Court should bear in mind that any person, who is not an Advocate, cannot as of right force himself, to appear before a Court and claim to plead for another. Permission may, however, be granted by a Court, taking into consideration the several factors for such non- professional representation. In this connection, the Supreme Court, while dealing with a criminal proceedings, had occasion to consider this aspect in Harishankar Rastogi V. Giridhari Sharma. The Supreme Court observed that:



"If the person who seeks to represent has poor antecedents or irresponsible behaviour or dubious character, the chance of receiving counter-productive service from such person cannot be ruled out. Judges may fail if a knave were to represent a party. Judges may suffer if quarrelsome, ill-informed or blackguardly private representatives file arguments at the Court. Likewise the parties may suffer if their private representatives deceives them or destroys their case by mendacious or meaningless submissions and with no responsibility or respect for the Court. The antecedents, the relationship, the reasons for questioning the services of the private person and a variety of other circumstances must be gathered before refusal of permission".

Ultimately the permission was granted to the third party to appear on behalf of the party. In the Judgement T.C.Mathai and another Vs. The District and Sessions Judge reported in 1999 (3) SCC 614, the Honourable Supreme Court following the earlier Judgement Harishankar Rastogi Vs. Girdhari Sharma and another reported in AIR 1978 SC 1019, permitted a non Advocate to appear and plead on behalf of the party. The Full Bench Judgement of Madras High in the Judgement in M. Krishnammal vs T. Balasubramania Pillai reported in AIR 1937 Mad 937 (cited by the counsel for the respondent) was also considered. A reading of the above Judgements would clearly indicate that following Rule 16 of the Civil Rules of Practice, the Honourable Supreme Court as well as this Court has recognized and permitted a party appearing through a non Advocate provided permission of the Court has been sought for. The only caution that has been sounded by the Honourable Supreme Court is to verify whether the agent has any interest adverse to the party and if so not to grant the permission. The Judgement given on the side of the respondent namely Samdukhan Vs. Madanlal and other reported in AIR 1959 Rajasthan 35 had taken a diametrically opposite view where it held that the power of attorney cannot be allowed to plead and argue before the Court of law which right is exclusively vest with a person who has entered his names in the Roll of the Advocates of the High Court maintained under the Bar Councils Act, 1926. The Judgement of the Honourable Supreme Court in Harishankar Rastogi Vs. Girdhari Sharma and another reported in AIR 1978 SC 1019 quoted supra has been pronounced thereafter and has been quoted as a



precedent as late as in the year 1999.

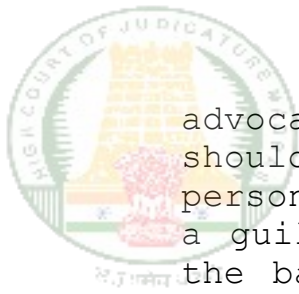
14. However, considering the provisions of Order 3 Rule 1, any appearance by a party-in-person either by themselves or through the power agent has been recognized by the Code of Civil Procedure. Further the Advocates Act also recognize this deviation from the usual rule. Section 32 of the Advocates Act reads as follows:

"32. Power of Court to permit appearances in particular case-

Notwithstanding anything contained in this chapter, any Court, authority or person may permit any person, not enrolled as an advocate under this Act, to appear before it or him in any particular case." Today party's appear in person before the Consumer Court, Family Court etc and they also appear before the High Courts in Public Interest Litigation. The Courts have recognized appearance by parties or their agents subject to the permission of the court and on condition that they would not act adverse to the interest of their Principal. In the instant case the party has appeared so in the Trial Court without any objection from the respondent herein and the revision is also filed so and the provisions of Rule 16 of the Civil Rules of Practice has been complied with. Therefore the arguments of the learned counsel for the respondent that the party-in-person cannot enter appearance and address the Court, cannot be countenanced and the same is rejected."

13. The Hon'ble Supreme Court in ***Harishankar Rastogi v. Girdhari Sharma and another*** reported in ***AIR 1978 Supreme Court 1019*** has held as follows:

"4. Having regard to this conspectus of considerations I hold that a private person, who is not an advocate, has no right to barge into Court and claim to argue for a party. He must get the prior permission of the Court, for which the motion must come from the party himself. It is open to the Court to grant or withhold permission in its discretion. In fact, the Court may, even after grant of permission, withdraw it half-way through if the representative proves himself reprehensible. The antecedents, the relationship, the reasons for requisitioning the services of the private person and a variety of other circumstances must be gathered before grant or refusal of permission. In the present case I have noticed the petitioner and his friend who is to represent him, come together with mutual confidence. The party somehow has not shown sufficient confidence in



advocates he has come by. This bodes ill for him. I should have suspected the association of the private person as having sinister implications of exploitation of a guileless party but suspicion by itself should not be the basis of a conclusion. Therefore,. I think it right to give the party, who appears to be unable to represent his own case, an opportunity to present his grievance through, his friend. That friend, judging by the note prepared and put in, seems to be familiar with law, although quacks can prove fatal friends. I grant the petitioner permission to be represented by a private person as prayed for, with the condition that if this latter proves unworthy, the permission will be withdrawn."

Though the observation of Hon'ble Supreme Court is in a different context it only remind the duty of Court while permitting the appearance of agents.

14.From a reading of the provisions under Order 3, Rule 1, 2 and 3 of C.P.C. and Rule 16 of the Civil Rules of Practice and the principles laid down by various Courts, this Court is of the view that Civil Procedure Code and the Civil Rules of Practice do not authorise or enable the plaintiff to show any party through his authorised agent without even approaching the Court for a permission. The second defendant, based on the power of attorney deed executed by the plaintiff in favour of the first defendant, has filed the suit for specific performance by cleverly showing the plaintiff in the present suit as defendant represented by power agent. This can never be permitted and if this is allowed, any one can get a collusive, fraudulent decree by showing a general power of attorney deed. This Court had occasions to deal with several instances like this where conscious attempts are made by land grabbers to put the owners of valuable land to a disadvantageous position because of property being made litigious and on many occasions, the parties even with lawful title are forced to go for compromise to get something instead of losing their entire property and its prospects. Therefore, assuming that there is valid power of attorney deed and sale agreement, this Court is of the view that the decree in O.S.No.106 of 2007, dated 28.08.2007, is fraudulent and collusive. Since the plaintiff in the present suit has been shown as defendant represented by his power agent without permission from Court, the decree is a nullity and it is not binding on the plaintiff in the present suit or the appellants. If the trial Court and the appellate Court framed proper issues, the judgments would not have come in the way as it has been delivered now by the Courts below. Several illegalities in the sale agreement were brought to the notice of this Court by the Counsel appearing for the appellants. The pleadings in the present case and the evidence would clearly disclose the fact that



the second defendant had no intention to involve the plaintiff in the present suit, in the previous suit in O.S.No.106 of 2007 and consciously, the second defendant wanted a judgment and decree in the suit on the basis of the power of attorney deed executed by the plaintiff in favour of the first defendant, without getting permission from Court as contemplated under Rule 16 of Civil Rules of Practice. As a result, without notice to the plaintiff in the present suit, a decree for specific performance was obtained against him.

15.The sale agreement was for a sum of Rs.2,75,000/- and it is the case of the first defendant that he paid a sum of Rs.2,50,000/- to the plaintiff and a further sum of Rs.25,000/- to the plaintiff's son. He never had receipt for the sum of Rs.2,50,000/- nor for the subsequent payment of Rs.25,000/- made to the plaintiff's son. The total sale consideration, as per the sale agreement, is Rs.2,80,000/- and the remaining amount of Rs.5,000/- was never accounted for. The deposition of second defendant during cross-examination would clearly reveal that the second defendant never demanded the plaintiff to execute the sale deed at any time before filing suit. No independent witness was examined to show that the plaintiff in the present suit had knowledge about the sale agreement at any time. In the said circumstances, this Court has no hesitation to hold that a fraud and collusion has been established in this case.

16.According to Story's Equity Jurisprudence, fraud, in the sense of Equity includes all acts, omissions and concealments which involve a breach of legal or equitable duty, trust or confidence, justly reposed and are injurious to another, or by which an undue and unconscientious advantage is taken of another. An intentional contrivance to keep the parties and the Court in ignorance of real facts and obtaining a decree behind another is a fraud. It is settled that a fraud vitiates any solemn transaction. In ***Badami v. Bhali*** reported in **(2012) 11 SCC 574**, the Hon'ble Supreme Court has dealt with fraud by referring to some of the earlier judgments in the following lines:

"29. Presently, we shall refer as to how this Court has dealt with concept of fraud. In **S. B. Noronah v. Prem Kumari Khanna (1980) 1 SCC 52 : AIR 1980 SC 193** while dealing with the concept of estoppel and fraud a two-Judge Bench has stated that: (SCC p.58, para 20)

"20.It is an old maxim that estoppels are odious, although considerable inroad into this maxim has been made by modern law. Even so, "a judgment obtained by fraud or collusion, even, it seems a judgment of the House of Lords, may be treated as a nullity". (See Halsbury's Laws of England, Vol. 16



Fourth Edition para 1553). The point is that the sanction granted under Section 21, if it has been procured by fraud or collusion, cannot withstand invalidity because, otherwise, high public policy will be given as hostage to successful collusion."

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30. In ***S.P.Chengalvaraya Naidu v. Jagannath [(1994) 1 SCC 1]*** this court commenced the verdict with the following words:- (SCC p.2, para 1)

"1.Fraud-avoids all judicial acts, ecclesiastical or temporal" observed Chief Justice Edward Coke of England about three centuries ago. It is the settled proposition of law that a judgment or decree obtained by playing fraud on the court is a nullity and non est in the eyes of law. Such a judgment/decreed - by the first court or by the highest court - has to be treated as a nullity by every court, whether superior or inferior. It can be challenged in any court even in collateral proceedings."

In the said case it was clearly stated that the courts of law are meant for imparting justice between the parties and one who comes to the court, must come with clean hands.

31.A person whose case is based on falsehood has no right to approach the Court. A litigant who approaches the court, is bound to produce all the documents executed by him which are relevant to the litigation. If a vital document is withheld in order to gain advantage on the other side he would be guilty of playing fraud on court as well as on the opposite party.

32. In ***Shrisht Dhawan v. Shaw Brothers [(1992) 1 SCC 534: AIR 1992 SC 1555]*** it has been opined that fraud and collusion vitiate even the most solemn proceedings in any civilised system of jurisprudence. It has been defined as an act of trickery or deceit. The aforesaid principle has been reiterated in ***Roshan Deen v. Preeti Lal [(2002) 1 SCC 100]***, ***Ram Preeti Yadav v. U. P. Board of High School and Intermediate Education and other [(2003) 8 SCC 331]*** and ***Ram Chandra Singh v. Savitri Devi [(2003) 8 SCC 319]***.



33. In *State of A.P. v. T.Suryachandra Rao* [(2005) 6 SCC 149] after referring to the earlier decision this court observed as follows:-

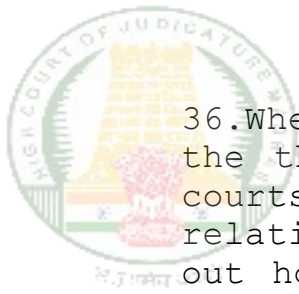
"16. In ***Lazaurs Estate Ltd. v. Beasley*** [(1956) 2 WLR 502] Lord Denning observed at pages 712 & 713,

"No judgment of a Court, no order of a Minister can be allowed to stand if it has been obtained by fraud. Fraud unravels everything."

In the same judgment Lord Parker LJ observed that fraud vitiates all transactions known to the law of however high a degree of solemnity. "

34. Yet in another decision *Hamza Haji v. State of Kerala & Anr.* [(2006) 7 SCC 416] it has been held that no court will allow itself to be used as an instrument of fraud and no court, by way of rule of evidence and procedure, can allow its eyes to be closed to the fact it is being used as an instrument of fraud. The basic principle is that a party who secures the judgment by taking recourse to fraud should not be enabled to enjoy the fruits thereof.

35. It would not be an exaggeration but on the contrary an understatement if it is said that all facets of fraud get attracted to the case at hand. A rustic and illiterate woman is taken to court by a relation on the plea of creation of a lease deed and magically in a hurried manner the plaint is presented, written statement is drafted and filed, statement is recorded and a decree is passed within three days. On a perusal of the decree it is manifest that there is no reference of any kind of family arrangement and there is total non-application of mind. It only mentions there is consent in the written statement and hence, suit has to be decreed. Be it noted, it was a suit for permanent injunction. There was an allegation that the respondent was interfering with the possession of the plaintiff. What could have transpired that the defendant would go with the plaintiff and accede to all the reliefs. It not only gives rise to a doubt but on a first look one can feel that there is some kind of foul play. However, the learned trial Judge who decreed the first suit on 27.11.1973 did not look at these aspects.



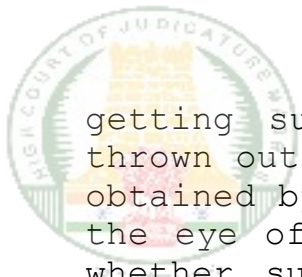
36. When the second suit was filed in 1984 for title and the third suit was filed for possession thereafter, the courts below had routinely followed the principles relating to consent decree and did not dwell deep to find out how the fraud was manifestly writ large. It was too obvious to ignore. The courts below have gone by the concept that there was no adequate material to establish that there was fraud, though it was telltale. That apart, the foundation was the family arrangement. We have already held that it was not bona fide, but, unfortunately the courts below as well as the High Court have held that it is a common phenomenon that the people in certain areas give their property to their close relations. We have already indicated that by giving the entire property and putting him in possession she would have been absolutely landless and would have been in penury.

37. It is unimaginable that a person would divest herself of one's own property in entirety in lieu of nothing. No iota of evidence has been brought on record that Bhali, the respondent herein, had given anything to Badami in the arrangement. It is easily perceivable that the rustic woman was also not old. Though the decree was passed in 1973 wherein it was alleged that the defendant was already in possession, she lived up to 1992 and expired after 19 years. It is a matter of record that the possession was not taken over and inference has been drawn that possibly there was an implied agreement that the decree would be given effect to after her death.

38. All these reasonings are absolutely non-plausible and common sense does not even remotely give consent to them. It is fraudulent all the way. The whole thing was buttressed on the edifice of fraud and it needs no special emphasis to state that what is pyramided on fraud is bound to decay. In this regard we may profitably quote a statement by a great thinker:

"Fraud generally lights a candle for justice to get a look at it; and rogue's pen indites the warrant for his own arrest."

17. The Hon'ble Supreme Court in several other cases has held that the principle of finality of litigation cannot be pressed in cases where fraud had played a role in the judicial verdict. When it is found that a fraud has been engineered in the process of litigation and the litigant who is responsible for



getting such fraudulent or collusive decree could be summarily thrown out at any stage of the litigation. The judgment or decree obtained by playing fraud on the Court is a nullity and non-est in the eye of law and such a decree has to be considered as nullity whether superior or inferior. Since fraud has been the act of deliberate deception with evil design to secure something by taking unfair advantage of another, the person who has been deceived should get all the reliefs which is consequential on the demolition of the fraudulent decree.

18.This Court has found that the judgment and decree in O.S.No.106 of 2007 was obtained by fraud and that the judgment and decree obtained in the suit is also a nullity for want of permission as contemplated under Rule 16 of Civil Rules of Practice. The respondents have obtained the judgment fraudulently and the element of collusion is writ large. Therefore, this Court has no hesitation to hold that the plaintiff is entitled to the relief he prayed for in the present suit in O.S.No.151 of 2008. The lower appellate Court has found that the suit itself is not maintainable as the plaintiff had filed a petition under Section 47 of C.P.C. It is brought to the notice of this Court that the suit was filed on 01.09.2008 and the application filed under Section 47 was filed only on 20.10.2009 during the pendency of the suit. Though the petition filed under Section 47 CPC ought not to have been filed during the pendency of the suit for the same cause, the suit cannot be dismissed merely because the plaintiff has also moved a petition under Section 47 of C.P.C.

19.The learned Counsel appearing for the second respondent in the Second Appeal/first respondent in Civil Revision Petition though made an attempt to convince this Court on certain factual aspects, has not even made an attempt to convince this Court on the nature of fraud conceived by this Court by filing the suit for specific performance by showing the plaintiff in the present suit as a defendant represented by power of attorney without leave or permission of Court. Hence, substantial questions of law (a), (b), (c), (e), (f) and (g) are answered in favour of appellants with regard to the sale agreement and the power of attorney deeds.

20.Having regard to the nature of fraud alleged and substantiated before this Court and the nullity of judgment and decree in O.S.No.106 of 2007 on the file of Sub Court, Tirunelveli, as held earlier, this Court is of the view that appellants are entitled to succeed with cost throughout. The judgment and decree of the lower Courts in O.S.No.151 of 2008 on the file of the Principal Sub Court, Tirunelveli, and the judgment and decree in A.S.No.15 of 2015 on the file of the Principal District Munsif Court, Tirunelveli, are set aside and the suit in O.S.No.151 of 2008 on the file of the Principal Sub Court,



Tirunelveli, stands decreed insofar as prayer (a) and (b) of the plaint are concerned with costs. The respondents are liable to bear the costs throughout.

21. However, the trial Court and first appellate Court has given finding that the power of attorney deed dated 09.06.2006 in favour of first defendant is valid and that consequently, the sale agreement dated 09.06.2006 executed by first defendant as power agent of plaintiff in favour of second defendant is valid and binding on plaintiff. The learned Counsel appearing for the appellant pointed out several circumstances from the pleadings and evidence and submitted that the findings are not based on proper appreciation of evidence. The following circumstances are to be noted in this case:

(a) The plaintiff has pleaded that he is an illiterate and he has also deposed to that effect in his evidence. No suggestion was put to the plaintiff that he could read and understand the contents of the document. However, after referring to the evidence of P.W.1 and P.W.2 that the plaintiff was doing business by selling "Murukku" (A South Indian snacks prepared by using rice powder and black gram powder), the Courts below have held that the plaintiff must be literate even though it is not even suggested by defendants.

(b) Plaintiff's son was examined as P.W.2 who has studied upto +2. Though it is stated by defendants that P.W.2 signed the power of attorney deed as a witness, the signature of P.W.2 is specifically denied both by P.W.1 and P.W.2. Stating that the plaintiff has not taken steps to prove that the signature of attesting witness is not that of P.W.2, the trial Court accepted the version of defendants.

(c) The xerox copy of power of attorney deed marked as Ex.A7 and copy of sale agreement marked as Ex.A8 were executed on 09.06.2006 and presented for registration. When plaintiff was available there is no explanation why the sale agreement was executed through power of attorney agent. When plaintiff's son is residing at Palayamkottai, it is unnatural to execute a power of attorney document in favour of first defendant. No explanation is found either in pleading or in evidence.

(d) No notice was issued to the plaintiff before filing the suit in O.S.No.106/2007 for specific performance. A conscious attempt is made by both the defendants to keep the plaintiff in dark till the Amin goes to the property after getting an *ex parte* order of delivery in execution of the decree for specific performance.



(e) The total consideration in the sale agreement is Rs.2,80,000/-. As per the agreement, a sum of Rs.2,50,000/- was paid as advance and one year time was specified for performance. After paying 90% of sale consideration, why a longer time was specified for completion. Normally, private financiers get similar document styled as sale agreement as security, specifying a longer time for completion of sale transaction after payment of substantial portion of sale consideration.

(f) It is the case of first defendant that the entire amount paid as advance and a further sum of Rs.25,000/- was paid to plaintiff. However, during cross examination he said that further advance of Rs.25,000/- was paid to P.W.2, the son of plaintiff. However, when P.W.2 was cross examined on behalf of first defendant it was suggested to him that the sum of Rs.2,50,000/- and Rs.25,000/- was paid to plaintiff. This inconsistency would only indicate that the first defendant's version about payment of money as per sale agreement and subsequent payment of Rs.25,000/- cannot be believed. Unfortunately, no other document or witness is examined to prove that the payments were actually paid to plaintiff. The sale agreement is between P.W.1 as power agent of plaintiff and P.W.2. The recitals of sale agreement indicate that it is a document executed between the first defendant and second defendant.

(g) In the previous suit in O.S.No.106 of 2007, the original power of attorney document had been filed by second defendant who is the plaintiff. The first defendant as a power of attorney agent is not supposed to hand over the original power deed even before execution of sale deed. Hence, it can be legitimately inferred that first defendant is not a reliable person and his evidence cannot be believed as he had made up his mind to collude with the second defendant right from day one. No explanation was given why the original power of attorney document was handed over to second defendant. He acted in collusion with second defendant rather than acting as a power agent of plaintiff.

(h) This Court has already held that the decree in O.S.No.106 of 2007 was obtained by playing fraud on Court and by collusion.

(i) The appellate Court relied upon Section 92 of Evidence Act and held that the plaintiff who is a party to the power of attorney deed is estopped from questioning the contents of Ex.A7 and that he cannot plead that the power of attorney deed was obtained from him by misrepresentation that the transaction is a mortgage, ignoring the specific pleading about *non est factum*.



22. In this case, as it was pointed out earlier, the plaintiff has pleaded that the power of attorney was obtained by misrepresentation as to nature and character of transaction. He specifically pleaded that he was an illiterate. The first defendant, who obtained the power of attorney deed in his written statement, has not specifically denied the averment in the plaint that the plaintiff is an illiterate. Merely because the plaintiff was carrying on business by selling "Murukku", it cannot be presumed that the plaintiff is a literate.

23. The lower appellate Court considered several precedents to support the proposition that in a case when a document was executed by an illiterate or pardanashin lady and there is a plea of misrepresentation as to the nature and character of transaction, the burden of proof lies on the defendant to prove that the document was executed by the plaintiff after fully aware of its contents and the real character of transaction. In the present case, the burden was shifted to the plaintiff on mere presumption that the plaintiff must be a literate. It is only by shifting the burden wrongly the Courts below have applied Section 92 of Evidence Act to render a finding that the power of attorney deed is valid and binding on plaintiff. Since the issue regarding misrepresentation has been specifically pleaded and the Courts below have specifically ignored the doctrine of *non est factum* supported by catena of decisions only by erroneously presuming the plaintiff as a literate, the findings of Courts below are unsustainable. One of the circumstances relied upon by Courts below is by accepting the case of attestation of Ex.A7 by plaintiff's son. The attestation by P.W.2 is specifically denied. Even assuming that plaintiff's son attested the document Ex.A7, mere attestation is not sufficient to hold that the plaintiff's son had knowledge about the contents of the document. In this case, there is no independent witness to prove that the document Ex.A7, the power of attorney was executed by plaintiff after knowing its contents. The evidence of D.W.1 who has colluded with second defendant cannot be accepted. This Court hold that the power of attorney deed under the original of Ex.A7 is invalid and not binding on the plaintiff.

24. Once the power of attorney deed is held invalid, it is consequential that the sale agreement is also invalid.

25. Before the lower appellate Court, the appellant raised the legal issue by referring to the following judgments:

- a) ***Sri Siya Ram and others v. Smt.Lilawati*** reported in ***AIR 1990 ALL 75***.
- b) ***Ranjan Khan v. Bala Raghunath*** reported in ***AIR 1992 MP 22***.
- c) ***Kuma Dei v. Md.Abdul Latif*** reported in ***AIR 1994 Orissa 111***.

d) **Smt.Dularia Devi v. Janardhan Singh** reported in **AIR 1990 SC 1773**

and several other judgments for the proposition that if fraudulent misrepresentation as to the character of document is pleaded and the plea is raised by an illiterate person or Pardanashin lady, the burden to prove its execution with the knowledge of its contents lies on the person who relies upon the document. This issue was not raised as a legal issue by raising a question of law in this Second Appeal. However, this Court gave sufficient opportunity to the Counsel for the second respondent in the Second Appeal/first respondent in the Civil Revision Petition to respond to this issue after the preliminary arguments. It is at that time a suggestion for compromise was also mooted. However, the Counsel for second respondent who also made his submissions as leading Counsel in both cases for respondents 1 and 2 reported that the respondents are not agreeable for any compromise. Hence, this Court reserved for orders after hearing arguments on all issues.

26.In view of the foregoing conclusions, this Court hold that the power of attorney deed dated 09.06.2006 and the sale agreement dated 09.06.2006 are void and not binding on the plaintiff. The registration of the sale deed pursuant to the decree in O.S.No.106 of 2007 is void and stand cancelled. Accordingly, the reliefs prayed for in the suit in O.S.No.151 of 2008 with reference to (c), (d) and (e) are moulded by granting a decree declaring the power of attorney deed dated 09.06.2006 (Ex.A7) and the sale agreement dated 09.06.2006 (Ex.A8) as null and void and not binding. The suit is, therefore, decreed in favour of the plaintiff, in the following terms:

a) The judgement and decree in O.S.No.106 of 2007 dated 28.08.2007 on the file of 1st Additional Sub Court is declared and set aside as null and void.

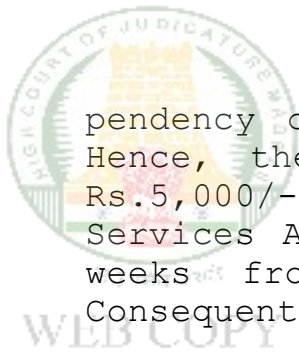
b) A decree for permanent injunction is granted restraining the second defendant to deal with the suit property in any manner on the basis of the decree in O.S.No.106 of 2007.

c) The power of attorney deed (Ex.A7) dated 09.06.2006 and the sale agreement (Ex.A8) dated 09.06.2006 are null and void and not binding on the plaintiff and appellants.

d) The registration of sale deed dated 02.07.2008 vide document No.4106/2008 shall stand cancelled.

Accordingly, the Second Appeal is allowed with costs.

27.In view of the suit in O.S.No.151 of 2008 is being decreed, the Civil Revision Petition in C.R.P.(MD)No.979 of 2010 is dismissed as the proceedings initiated under Section 47 C.P.C. cannot be pursued once the suit is filed for the same relief. For filing the application under Section 47 of C.P.C. during the



pendency of the suit, the petitioners are liable to pay costs. Hence, the Civil Revision Petition is dismissed with cost of Rs.5,000/- (Rupees five thousand only) payable to the Legal Services Authority attached to this Bench within a period of two weeks from the date of receipt of copy of this order. Consequently, connected miscellaneous petition is closed.

Post the matter after two weeks from the date of issuance of this order for reporting compliance.

Sd/-

Assistant Registrar (CSIII)

// True Copy //

/ /2020

Sub Assistant Registrar(CS)

srm

To

1.The Principal District Judge, Tirunelveli.

2.The Principal Subordinate Judge, Tirunelveli.

3.The Joint Registrar Part-I,
District Registrar Office,
Palayamkottai, Kokkirakulam,
Palayamkottai Taluk,
Tirunelveli District.

COPY

1. The Officer Incharge,
Legal Services Authority,
Madurai Bench of Madras High Court, Madurai.

2. The Section Officer,V.R.Section,
Madurai Bench of Madras High Court, Madurai.(2 copies)

+1 CC to M/s.M.P. SENTHIL, Advocate (SR-18642[F] dated 01/10/2020)

+1 CC to M/s.H. ARUMUGAM, Advocate (SR-18832[F] dated 01/10/2020)

COMMON ORDER MADE IN
C.R.P (MD)No.979 of 2010 and S.A. (MD)No.778 of 2016
30.09.2020

SGS (CO)

TR(13.10.2020) 25P 9C