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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 03.03.2021

PRONOUNCED ON : 17.03.2021

CORAM

THE HONOURABLE MR.JUSTICE T.RAVINDRAN

S.A.No.390 of 2009

N.P.Dhandapani

... Appellant/Defendant

Vs.

M.Sivagnanam

... Respondent/Plaintiff

Prayer :- Second Appeal has been filed under Section 100 of CPC against the Judgement and Decree dated 31.08.2005 passed in A.S.No.92 of 2003 on the file of the Principal District Court, Dharmapuri District, Krishnagiri, reversing the Judgment and Decree dated 18.02.2003 passed in O.S.No.147 of 1997 on the file of the Additional Special Court, Krishnagiri.

For Appellant : Mr.C.Jagadish

For Respondents : Mr.D.Shivakumaran

JUDGMENT

Challenge in this second appeal is made to the Judgement and Decree dated 31.08.2005 passed in A.S.No.92 of 2003 on the file of the Principal District Court, Dharmapuri District at Krishnagiri, reversing the Judgment and Decree dated 18.02.2003 passed in O.S.No.147 of 1997 on the file of the Additional Special Court, Krishnagiri.

2.For the sake of convenience, the parties are referred to as per their rankings in the trial Court.

3.The defendant in O.S.No.147 of 1997 is the appellant in the second appeal.

4.Suit for specific performance and permanent injunction.

5.The case of the plaintiff, in brief, is that the suit property belongs to the defendant and the defendant offered to sell the suit property to the plaintiff for a sum of



Rs.2,00,000/- and the parties had entered into an agreement on 18.08.1996. Pertaining to the abovesaid agreement, the plaintiff paid a sum of Rs.50,000/- as advance on the date of the agreement and the parties had agreed to complete the sale transaction within a period of one year and the plaintiff further paid a sum of Rs.1,25,000/- on 22.10.1996 and the defendant had made an endorsement with reference to the abovesaid payment in the sale agreement and the balance payable is only Rs.25,000/- and the plaintiff has been ready and willing to perform his part of the contract in paying the balance sale consideration and obtaining the sale deed from the defendant and in that connection, he approached the defendant during the first week of August and the defendant did not respond properly and therefore, the plaintiff issued a legal notice on 08.08.1997 calling upon the defendant to perform his part of the contract by accepting the balance sale consideration and the defendant sent a reply on 19.08.1997 containing the false allegations. It is thus evident that the defendant is not willing to execute the sale deed pursuant to the sale agreement and in the sale agreement, the survey number had been mistakenly given as 201/1 instead of 210/1, however, the parties had agreed only to enter into an agreement of sale with reference to the item 4 of the "C" schedule covered in the Registered Will dated 22.08.1988 executed by the deceased Palani Chettiyar and Thamathammal bequeathed in favour of the defendant and hence, according to the plaintiff, the suit has come to be laid for appropriate relief.

6.The defendant resisted the plaintiff's suit contending that the suit is not maintainable either in law or on fact and it is false to state that the defendant agreed to sell the suit property to the plaintiff for Rs.2,00,000/- and that the parties had entered into an agreement of sale with reference to the same on 18.08.1996 and according to the defendant, he had not offered or agreed to sell the suit property to the plaintiff and not entered into any agreement with the plaintiff on 18.08.1996 and according to the defendant, the agreement of sale dated 18.08.1996 is a rank forgery and the signatures found in the said agreement are not that of the defendant but it had been fabricated by the plaintiff and it is false to state that the defendant received a sum of Rs.50,000/- as advance on 18.08.1996 and the parties had agreed to complete the sale transaction within one year and further, according to the defendant, it is false to state that the plaintiff paid a sum of Rs.1,25,000/- on 22.10.1996 and the defendant made an endorsement with reference to the same in the sale agreement and the balance payable is only Rs.25,000/-, the plaintiff did not give any amount on 22.10.1996 as alleged in the plaint and the defendant did not make any endorsement on the reverse of the sale agreement and the alleged endorsement is a rank forgery and the defendant had



not signed in the said endorsement. It is false to state that the plaintiff has been always ready and willing to perform his part of the contract by paying the balance sale consideration.

7. When the defendant had not at all entered into any sale agreement with the plaintiff, there is no question of the plaintiff's readiness and willingness to perform his alleged part of the agreement. To the legal notice sent by the plaintiff, the defendant sent a suitable reply containing the true facts. The plaintiff has come forward with the false suit on the basis of the fabricated documents. The defendant had no intention to alienate the suit property, in fact, the properties left by Palani Chettiyar were succeeded by all his sons and the defendant's brother N.P.Mahendran is the root cause for the present suit. N.P.Mahendran had filed the suit against the defendant and others in O.S.No.258 of 1997 on the file of the District Munsif Court, Krishnagiri and in order to pressurise the defendant to agree to the terms dictated by N.P.Mahendran, at his instance, the plaintiff, who is the father-in-law of N.P.Mahendran, has come forward with the present suit based on the forged document and hence, according to the defendant, there is no cause of action for the suit and the suit is liable to be dismissed.

8. In support of the plaintiff's case, PWs 1 & 2 were examined and Exs.A1 to A9 were marked. On the side of the defendant, DW1 was examined and no document has been marked.

9. On a consideration of the oral and documentary evidence adduced in the matter and the submissions put forth by the respective parties, the trial Court was pleased to dismiss the plaintiff's suit. On appeal by the plaintiff, the first appellate Court, on an appreciation of the materials placed on record and the submissions put forth in the matter, was pleased to set aside the judgment and decree of the trial Court and by way of entertaining the appeal preferred by the plaintiff, granted the relief of specific performance in favour of the plaintiff as prayed for inclusive of the relief of permanent injunction. Challenging the same, the present second appeal has been laid.

10. At the time of the admission of the second appeal, the following substantial question of law was formulated for consideration:

"Whether the lower appellate Court has properly appreciated the provisions of Sections 101 to 103 of the Indian Evidence Act, 1872 particularly, when the plaintiff has not discharged the burden of proving the signature of the defendant?"



defendant had made an endorsement with reference to the same as an acknowledgement in the sale agreement itself, which endorsement has come to be marked as Ex.A2 and therefore, according to the plaintiff, the balance sale consideration, which remains to be paid is only Rs.25,000/-. Further, according to the plaintiff, he has been always ready and willing to pay the balance sale consideration and ready to obtain the sale deed executed from the defendant, however, as the defendant did not respond to the same positively, according to the plaintiff, he has issued the legal notice and to the same, the defendant replied containing the false allegations and according to the plaintiff, the case has come to be laid by him for appropriate reliefs.

14.The defendant resisted the plaintiff's suit in toto contending that he had not offered to sell the suit property to the plaintiff and no agreement was entered into between him and the plaintiff as averred in the plaint fixing the sale consideration at Rs.2,00,000/- qua the alleged sale and that he had not received a sum of Rs.50,000/- from the plaintiff on the date of the sale agreement as claimed by the plaintiff and according to the defendant, the sale agreement Ex.A1 is the rank forgery document and the signatures available in the same are not that of the defendant. Further, the defendant has also in toto disputed the alleged payment of Rs.1,25,000/- by the plaintiff on 22.10.1996 towards the sale consideration and contended that he had not made any endorsement in acknowledgement of the receipt of Rs.1,25,000/- in the sale agreement on 22.10.1996 and therefore, according to the defendant, the endorsement marked as Ex.A2 is also a forged endorsement and created by the plaintiff for the purpose of the case. According to the defendant, since he had not offered to sell the suit property to the plaintiff and no agreement had come into existence between him and the plaintiff at any point of time qua the sale of the suit property, it is put forth that the plaintiff is not entitled to seek the reliefs prayed for and it is further stated that to the legal notice sent by the plaintiff, he had issued a proper reply containing true facts and therefore, prayed for the dismissal of the plaintiff's suit.

15.In the light of the abovesaid defence version put forth by the defendant, it is evident that the plaintiff has to establish the truth and validity of the sale agreement Ex.A1 and the truth and validity of the endorsement marked as Ex.A2 and further more, the plaintiff is also liable to establish that he has been always ready and willing to perform his part of the contract and there is no latches on his part in completing the sale transaction and it is only the defendant, who had been evading to perform his part of the contract.



16.From the pleas put forth by the respective parties and the materials available on record, it is noted that the plaintiff is the father-in-law of the defendant's brother one N.P.Mahendran. It is also seen that the suit in O.S.No.258/1997 has been laid by N.P.Mahendran against the plaintiff and others on the file of the District Munsif Court, Krishnagiri and the said suit is still pending. According to the defendant, the root cause of the present suit laid by the plaintiff is only at the instance of his brother N.P.Mahendran with a view to coerce him to come to the terms set out by him for the disposal of O.S.No.258 of 1997.

17.On a perusal of the sale agreement marked as Ex.A1, it is found that it is engrossed on a 10 rupee stamp paper and two green sheets. The 10 rupee stamp paper is found to have been purchased on 16.08.1996 from the stamp vendor C.Palanisamy at Chennimalai and the stamp paper does not bear the name of the defendant. Now, according to the plaintiff, the plaintiff has been examined as PW1, the sale agreement was written in a shed lying opposite to the Sub Registrar's Office, Pochampalli. From the evidence adduced by the plaintiff PW1 and the attesor Ramamoorthy examined as PW2, it is found that the parties along with their men had proceeded to from Salem to Nagarasampatti and thereafter, to Pochampalli for executing the sale agreement. The reason assigned for the same is that the scribe of the sale agreement one Kumutha is stationed at Pochampalli. If really the parties had endeavoured to enter into the sale agreement qua the sale of the suit property, nothing prevented the parties from executing the sale agreement at the residence of either of the parties. It is very strange to note that the parties had proceeded to enter into the alleged sale agreement in the shed alleged to have been located opposite to the Sub Registrar's office, Pochampalli. Now, according to the plaintiff, it is only the defendant, who had purchased the stamp paper of the sale agreement at Pochampalli and that he had not purchased the stamp paper, the same is also reiterated by PW2 informing that the defendant purchased the stamp paper at Pochampalli Sub Registrar office. However, as above pointed out, the stamp paper of Ex.A1 sale agreement had been purchased on 16.08.1996 at Chennimalai from the stamp vendor C.Palanisamy and further as noted above, there is nothing contained in the stamp paper that in whose name the same has been purchased and the same has been accepted by PW1 during the course of cross examination. When according to the plaintiff, the parties proceeded to the shed located opposite to the Sub Registrar Office, Pochampalli, for the reasoning that the scribe Kumutha is stationed at Pochampalli, naturally the scribe, who had written the sale agreement, would have signed in the sale agreement Ex.A1. On a perusal of the sale agreement Ex.A1, it only recites that the same had been written by G.Kumutha, Nagarasampatti. From the above, it is noted that the scribe



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G.Kumutha is only residing at Nagarasampattai, not at Pochampalli as put forth by the plaintiff. The attester examined as PW2 would state that he had witnessed the scribe of the sale agreement by Kumutha at Pochampalli and the plaintiff received Rs.50,000/- from the defendant and both the plaintiff and the defendant signed in the sale agreement and that he and the other witness Narayanan had attested the sale agreement and thereafter, the scribe had also signed in the sale agreement. Therefore, from the evidence of PW2, the attester, the scribe has also signed in the sale agreement Ex.A1, however, on a perusal of Ex.A1, other than mentioning that the same had been written by G.Kumutha, Nagarasampatti, the alleged scribe has not signed in the sale agreement. When the parties had endeavoured to proceed to the Sub Registrar Office, Pochampalli, for enabling the scribe Kumutha to write the sale agreement and when according to the plaintiff, Kumutha is stationed at Pochampalli, however, as above pointed out, Kumutha is only stationed at Nagarasampatti and if the parties had been very particular that only the scribe Kumutha should write the sale agreement, as rightly contended by the defendant's counsel and held by the trial Court, the parties would have endeavoured to secure the signature of the scribe Kumutha in the sale agreement. However, the sale agreement does not contain the signature of the scribe Kumutha and on the contrary, PW2 the attester would claim that the scribe Kumutha had signed in the sale agreement, after he and the other attester had attested the same. The abovesaid factor throws the serious doubt with reference to the execution of the sale agreement Ex.A1 by the scribe Kumutha, at Pochampalli. If really the parties had endeavoured to write the sale agreement at Pochampalli, that too with the aid of the scribe Kumutha, when according to the plaintiff, the agreement had been written in a shed lying opposite to the Sub Registrar Office, Pochampalli, if really the agreement had come into existence, nothing prevented the parties from registering the sale agreement. However, it is found that the sale agreement Ex.A1 has not been registered.

18.PW2 Ramamoorthy would admit that he and the plaintiff had worked in the same department and the plaintiff also in his evidence has admitted that PW2 Ramamoorthy is closely associated with him. Therefore, the determination of the trial Court that PW2 is an interested witness of the plaintiff, as such, cannot be easily brushed aside. However, on that score alone, we cannot discredit the evidence of PW2. When PW2 has tendered evidence that the scribe had signed the sale agreement, however, the fact remains that the scribe had not signed the sale agreement, this would lead to a serious suspicion as to whether the sale agreement itself would have been entered into between the parties as claimed by the plaintiff and the same had been scribed by the alleged scribe Kumutha. Further PWs 1 and 2 have contradicted in their evidence as to who had accompanied the defendant to



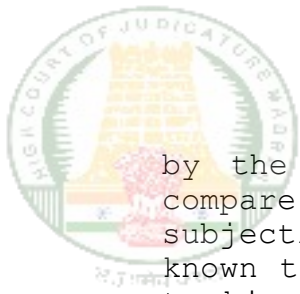
Pochampalli i.e. whether it is the wife of the defendant or Narayanan. The same also tend to throw a suspicion in the plaintiff's case as determined by the trial Court.

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19.The endorsement Ex.A2, according to the plaintiff, has been made in evidence of the payment of Rs.1,25,000/- to the defendant on 22.10.1996 towards the sale consideration. Now, according to the plaintiff, the endorsement has also been made by the scribe Kumutha, however, the said endorsement does not bear anything that it had been written by the scribe Kumutha and the scribe has also not signed in the said endorsement pointing that it is she, who had written the said endorsement. However, PW2 would claim that the sum of Rs.1,25,000/- has been advanced by the plaintiff to the defendant on 22.10.1996. As rightly held by the trial Court, when Ex.A1 sale agreement itself has not been registered and when it is highly doubtful whether the scribe Kumutha would have written the sale agreement, particularly, she having not signed in the same and when as above pointed out, the scribe Kumutha is stationed at Nagarasampatti and not at Pochampalli and when the defendant is shown to be residing at Nagarasampatti, if really the plaintiff had intended to pay a sum of Rs.1,25,000/- towards the sale consideration pursuant to Ex.A1 sale agreement to the defendant and only the defendant's signature is required to be obtained for the said endorsement, nothing prevented the plaintiff from obtaining the endorsement of the defendant at Nagarasampatti itself by calling upon the scribe/writer Kumutha, who is also stationed at Nagarasampatti and therefore, to state that for writing the said endorsement, the parties had proceeded to Pochampalli and that too had endeavoured to write the said endorsement in a shed located opposite to the Sub Registrar Office is found to be highly artificial and totally unacceptable.

20.If the parties are intended that the endorsement should also be written only by the scribe Kumutha, they would have endeavoured to obtain her signature in the endorsement and when the said endorsement also does not point anything that it had been actually written by her, all the abovesaid factors, had been rightly taken into account by the trial Court for raising a serious suspicion in the genuineness of the sale agreement as well as the endorsement marked as Exs.A1 & A2.

21.As above pointed out, the defendant has seriously disputed the authenticity of the sale agreement Ex.A1 and the endorsement marked as Ex.A2, not only by way of the written statement but right from the inception i.e. even in the reply notice sent by him. In such view of the matter, as rightly held



by the trial Court, the plaintiff should have endeavoured to compare the alleged signature of the defendant in Exs.A1 & A2 by subjecting the same to the scrutiny of an expert in the manner known to law. However, the plaintiff, for the reason best known to him, had not endeavoured to subject the alleged signature of the defendant in Exs.A1 & A2 for expert's scrutiny. The abovesaid factor also throws a serious suspicion in the genuineness of the plaintiff's case.

22.As above pointed out, the attesor viz., Ramamorrthy is closely associated with the plaintiff. In such view of the matter, when the defendant has in toto disputed the signatures found in Exs.A1 & A2, as not that of his and that they had been created by the plaintiff at the instance of his brother N.P.Mahendrasn, the plaintiff as the suitor and who has the legal duty to prove his case, particularly, when his case had been seriously challenged by the defendant in toto, in the light of the provisions contained in Sections 101 to 103 of the Indian Evidence Act, as held by the trial Court, the plaintiff should have endeavoured to examine the other attesor Narayanan and the scribe Kumutha to buttress his case. Though it is found that the summons had been taken by the plaintiff to the abvoesaid witnesses, however, it is found that the summons had been received only by Kumutha, the scribe and refused to be received by Narayanan. However, the Ameen concerned had not endeavoured to affix the summons in the residence of the witness Narayanan. Be that as it may, when they had refused to comply with the directions issued by the Court in tendering the evidence, despite the receipt of the summons, it is found that the trial Court had also directed the plaintiff to take coercive steps against them by arresting the said witnesses and produce them before the Court for adducing the evidence qua the genuineness of the sale agreement Ex.A1 and the endorsement Ex.A2. However, the plaintiff, for the reasons best known to him, had not resorted to the abovesaid process as contemplated under law. On the other hand, the memo had been filed by the plaintiff informing that he is not willing to take coercive steps against the abovesaid witnesses for their appearance in the Court and for the production of evidence on their part qua the sale agreement Ex.A1 and the endorsement Ex.A2. The abovesaid memo is found to be taken on record. As rightly commented by the trial Court, when the evidence of PW2 is found to be not totally reliable, particularly as regards the execution of the sale agreement and the completion of the same by the scribe, who is alleged to have signed in the agreement and when there is no material to hold that the scribe had endorsed the endorsement Ex.A2 other than interested testimony of PW2, as held by the trial Court to strengthen his case, the plaintiff should have examined the other attesor and the scribe. Despite the trial Court offering him



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assistance in taking coercive steps to produce the said witnesses, the plaintiff had failed to respond to the same positively and on the other hand, would even go to the extent of filing the memo that he is not willing to take coercive steps against the said witnesses. The reason assigned by the defendant for not examining the abovesaid witnesses is that they are close relatives of the defendant. However, as rightly held by the trial Court, when according to the plaintiff, the abovesaid witnesses are closely associated with the execution of Exs.A1 & A2, the plaintiff should have endeavoured to produce them before the Court in accordance with law and even if, they had refused to receive the summons, the plaintiff should have taken appropriate coercive steps to produce them before the Court and even if they proceed to tender evidence against the plaintiff's case, as per law, the plaintiff would be entitled to cross examine them as per Section 154 of the Indian Evidence Act. Therefore, the serious suspicion revolves around the plaintiff's case on his failure to take coercive steps against the abovesaid witnesses and cause the production of their evidence in the manner known to law.

23.The trial Court, at the instance of the plaintiff's counsel, proceeded to compare the signatures of the defendant contained in the Vakalat and the written statement with that of the signatures contained in Exs.A1 & A2 and after assigning the reasons, had held that the signatures available in Exs.A1 & A2 are not similar with that of the signatures available in the Vakalat and the written statement and on that footing also proceeded to hold that the plaintiff has failed to establish the truth of the sale agreement Ex.A1 and the truth of the endorsement Ex.A2.

24.Even though the abovesaid approach of the trial Court in endeavouring to compare the signatures of the defendant contained in the Vakalat and the written statement with that of the signatures available in Exs.A1 & A2 cannot be appreciated as such, particularly, the Court should be hesitant and cautious in taking upon the role of an expert, however, for the other reasons as above discussed, the trial Court has rightly and properly held that the plaintiff has failed to establish the truth and validity of Ex.A1 sale agreement and the endorsement Ex.A2 by summoning the proper witnesses and taking appropriate steps in accordance with law to establish the same by way of an expert scrutiny and when considering the intrinsic evidence available in the sale agreement Ex.A1 as above discussed, particularly, when it is highly doubtful that the same had been written by the scribe Kumutha as claimed by the plaintiff and considering the place of the execution of the sale agreement, particularly, lying opposite to the Sub Registrar Office, Pochampalli, when the plaintiff had



not endeavoured to register the sale agreement, though the registration is not compulsory, all put together, it is seen that as rightly contended by the defendant's counsel, the trial Court, for the proper and good reasons, has rightly disbelieved the genuineness and validity of the sale agreement and the endorsement marked as Exs.A1 & A2 and resultantly, proceeded to non-suit the plaintiff.

25. On a reading of the reasonings and conclusions of the first appellate Court for upholding the truth and validity of Exs.A1 & A2, it is found that as rightly contended by the defendant's counsel, the first appellate Court seems to have assigned reasons not even pleaded by the plaintiff for coming to the conclusion that Exs.A1 & A2 are true documents by assigning reasons on its own one way or the other with a view to suit the plaintiff's case, particularly failed to properly bestow its attention in the failure of the plaintiff to summon the necessary witnesses, in the failure of the plaintiff to subject the disputed document to the scrutiny of the expert as per law, in the failure of the plaintiff to explain as to why the sale agreement and the endorsement had been endeavoured to be written at Pochampalli, in the failure of the plaintiff in not explaining as to how come the stamp paper utilised for Ex.A1 had come to be purchased at Chennimallai on 16.08.1996 without anyone's name figuring in the same and when the plaintiff had also not summoned the stamp vendor to explain as to whom the abovesaid stamp paper had been sold etc., and when with reference to the same, the appellate Court has simply brushed aside by holding that no serious importance should be given qua the purchase of the stamp paper due to the non availability of the stamp papers at relevant point of time, when that is not the case of the plaintiff himself, all put together, particularly, by holding that it is usual for the stamp vendor to hand over the stamp papers to another stamp vendor at different places, when that is not the case of the plaintiff himself, as rightly contended by the defendant's counsel special pleading and reasons had been assigned by the first appellate Court for upholding the plaintiff's case. Similar is the reason offered by the first appellate Court, while determining that the signatures of the defendant available in vakalat and the written statement do not differ from the signatures available in Exs.A1 & A2. When such an approach should be hesitant to be taken by the Courts as pointed supra at least after coming to know of the decision of the trial Court by way of comparison of the signatures, the plaintiff should have endeavoured to subject the disputed documents for expert's scrutiny at the appellate stage. Even at the appellate stage, the plaintiff has not endeavoured to subject the disputed documents for experts' scrutiny in the manner known to law.



26. In view of the abovesaid discussions, as rightly contended by the defendant's counsel, the first appellate Court has failed to properly appreciate the materials placed on record, both oral and documentary in the right perspective and in accordance with law and had given special reasons for upholding the plaintiff's case, when such reasons had not even pleaded by the plaintiff and accordingly, the reasonings and conclusions of the first appellate Court for upholding the plaintiff's case are found to be totally against the principles of law enunciated by the Apex Court and our High Court in the various decisions, particularly, wrongly shifting the burden of proof on the shoulders of the defendant, when as per the provisions of Sections 101 to 103 of the Indian Evidence Act, the burden squarely lies only upon the plaintiff to prove his case. The determination of the first appellate Court upholding the sale agreement and Ex.A2 endorsement on the reasonings assigned by it cannot be upheld and resultantly, the reasonings and conclusions of the appellate Court with reference to the same could only be termed as perverse, illogical and irrational and accordingly, they are liable to be set aside.

27. There is another angle to look at the matter. If really the parties had endeavoured to go for the sale agreement qua the suit property, the plaintiff being the alleged purchaser, would have ensured that the suit property had been properly described in the sale agreement. Even according to the plaintiff the survey number has not been properly described in the sale agreement and only thereafter, it is found that the survey number has come to be amended in the plaint i.e. after the institution of the suit. The abovesaid factor also would only lend credence to the defence version that as the sale agreement had not been executed by the defendant and the same had been created by the plaintiff, such errors had crept in the sale agreement and the said factor also would only go to show that the plaintiff is not sure and definite as to with reference to which property he had agreed to purchase from the defendant under Ex.A1 sale agreement. Therefore, the non mentioning of the correct survey number in the agreement of sale cannot be held to be due to inadvertence or ordinary mistake as claimed by the plaintiff.

28. For the reasons aforesaid, the substantial question of law formulated in the second appeal is answered against the plaintiff and in favour of the defendant.

In conclusion, the Judgement and Decree dated 31.08.2005 passed in A.S.No.92 of 2003 on the file of the Principal District



Court, Dharmapuri District, Krishnagiri, are set aside and resultantly, the Judgment and Decree dated 18.02.2003 passed in O.S.No.147 of 1997 on the file of the Additional Special Court, Krishnagiri, are confirmed. Accordingly, the second appeal is allowed with costs. Consequently, connected miscellaneous petition, if any, is closed.

Sd/-
Assistant Registrar(CS IX)

//True Copy//

Sub Assistant Registrar

sms

To:

1. The Principal District Judge,
Dharmapuri District,
Krishnagiri.

2. The Additional Special Judge,
Krishnagiri.

Copy to:

The Section Officer,
V.R.Section, High Court,
Madras.

+1cc to Mr.C.Jagadish, Advocate, S.R.No.17076
+1cc to Mr.D.Shivakumaran, Advocate, S.R.No.17122

S.A.No.390 of 2009

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