

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 04.12.2020

Pronounced on : 10.02.2021

CORAM

THE HONOURABLE MR. JUSTICE C.V.KARTHIKEYAN

C.S.No.621 of 2016

M/s.Aradhana Distributors Pvt. Ltd.,
Through its Director, Mr.Sanjay Kumar Patodia,
19, Jawahar Lal Nehru Road,
Kolkata – 700087. ... Plaintiff

Vs.

M/s.Renault India Pvt. Ltd.,
37 & 38, Venkatnarayana Road,
ASV Ramanas Towers, 4th Floor,
T.Nagar, Chennai – 600 017. ... Defendant

Prayer:- This suit filed under Order IV Rule 1 of O.S Rules R/w. Order VII Rule 1 of C.P.C., prayed for a Judgment and Decree against the Defendant to pay a sum of Rs.6,52,32,396/- the suit of the Plaintiff for a total sum of:-

- a.Rs.6,52,32,396/- as damages suffered by the Plaintiff in total.
- b.Costs of the suit may also be awarded.

For Plaintiff : Mr. AR L.Sundaresan, Senior Counsel.
for Mr.A.K.Balaji

For Defendant : Mr.G.Kalyan Jhabakh
for M/s.Surana and Surana

JUDGMENT

C.S.No.621 of 2016 had been filed by the Plaintiff M/s.Aradhana Distributors Pvt. Ltd., a Private Limited Company incorporated under the provisions of the Indian Companies Act, 1956, seeking a Judgment and Decree for a sum of Rs.6,52,32,396/- as damages suffered by the Plaintiff and also for costs.

2.The damages had been further estimated as follows in the plaint:

<i>Sl.No.</i>	<i>Description</i>	<i>Damages Suffered (Value in Rs.)</i>
1	Plaintiff suffered huge losses on the accounts of Sales.	1,22,33,963
2	Plaintiff suffered amounts invested for setting up the Renault Specific Showroom.	1,19,26,672
3	Plaintiff suffered invested for advertisements to increase the brand of the defendant with the Plaintiff.	15,09,691
4	Plaintiff suffered on account of penalty and interests payable on the Channel Finance Facility from various Banks, on account of the fact that it took plaintiff more than one year to liquidate Plaintiff more than one year to liquidate termination on account of the facts and circumstances with the Plaintiff.	1,50,16,287
5	Plaintiff as money admittedly recoverable from the Defendant, as per the terms and conditions of the Dealership Agreement.	42,00,000

<i>Sl.No.</i>	<i>Description</i>	<i>Damages Suffered (Value in Rs.)</i>
6	As the refund of the security, out of the total security amount of Rs.15,00,000/- out of which Rs.12,00,000/- has already been refunded.	3,00,000
7	As losses suffered on account of replacement of batteries of the vehicles which could not be sold within reasonable times.	45,783
8	As token loss of profits for the period 2014-2039 owing to the fact that a minimum span of the business was expected to be 25 years from the date of initiation.	1,00,00,000
9	As damages for the loss of reputation and name of the Plaintiff.	1,00,00,000

3.The Plaintiff is a company engaged in the business of selling automobiles in Kolkata. The Plaintiff claimed experience in the dealership business of automobiles for more than 25 years as on the date of institution of the suit. They had occasion to work earlier with Royal Enfield, Hyundai Motors India Ltd., Honda Motorcycle and Scooter India Ltd., and FCA India Automobiles Private Limited. They claim that they have a reputation as automobile dealers for more than 75 years in Kolkata.

4. It had been stated in the plaint that the Defendant made advertisements claiming to be a prominent automobile company and calling for applications for dealership in Kolkata to sell Renault vehicles.

The Plaintiff applied for dealership. The Defendant after scrutinizing the application and after thorough inspection, accepted the application of the Plaintiff as authorized dealer for the sale and distribution and after sales service of Renault cars and SUVs in the city of Kolkata.

5.A Letter of Intent dated 30.09.2010 was issued by the Defendant. The Plaintiff claimed that it had been agreed that the Plaintiff would be a dealer of the Defendant for a minimum period of five years. The Letter of Intent was for an indefinite period, but provided for a termination clause. The Plaintiff claimed that they understood that the period of dealership was for a long period of time. The Letter of Intent further stated that the Plaintiff has to obtain fresh true copies of ownership rights or tenancy rights for a minimum period of three to five years with an extension clause. This was for the premises to be established as sales showroom, service workshop and spare parts shop.

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6.The Plaintiff had set up a dealership showroom as per specifications at No.19 J L Nehru Road, Kolkata West Bengal 700087. Further the Plaintiff had leased warehouses and workshop spaces at R S Dag No.790 Mouza Tardah Kapasati JL No.38, Police Kolkata Leather

Complex, District 24, Parganas South, at a monthly rent of Rs.1,75,500/- and at Block B, Premises No.670, Uttarpanchanangram Paschim Chowbagha Kolkata, at a monthly rent of Rs.75,500/- and for storage / warehousing at No.173, AJC Bose Road, Kolkata, at a monthly rent of Rs.3,50,000/-. Further the rent for the showroom was fixed at Rs.75,000/-. The Plaintiff had filed the relevant documents along with the plaint. The Plaintiff had also furnished security deposit of Rs.15,00,000/- and it was stated that Rs.12,00,000/- had been refunded by the Defendant, but Rs.3,00,000/- had not been refunded by the Defendant. The Plaintiff also availed Channel Financing Facility from TATA Capital Financial Service Limited and Cash Credit Limit from United Bank of India for putting up the showroom for Renault car sales. The Plaintiff stated that they had complied with the terms and conditions of the Letter of Intent.

7. The amount spent on refurbishing the showroom space and Air Conditioning of the showroom, on Furniture and Fittings, on Computerization, on Tools and Equipments for the showroom, on Plant and Machinery, on office equipments, on electric installations, on mobile phones and on demo cars for the showroom amounted to

Rs.1,76,25,917/- and the details had been given in the plaint. The Plaintiff also sent twenty newly recruited employees to Chennai and Delhi at the cost of the Plaintiff for obtaining requisite training in servicing and repairing of Renault cars. The Plaintiff claimed that they had spent a sum of Rs.2,80,000/- in this regard.

8. On completion of all the works as specified by the Defendant in the Letter of Intent, the Plaintiff was given a copy of the Dealership Agreement to be signed and executed. The Plaintiff was astonished to see that the Dealership Agreement had a clause contrary to the Letter of Intent. The Plaintiff raised objections to clause 5 and clause 14 of the Dealership Agreement. However, the Defendant assured that the said clauses were standard terms. The representative of the Defendant also prevailed upon the Plaintiff stating that the Dealership would continue for a long time, since the Plaintiff had already invested heavily on the dealership. The Plaintiff claimed helplessness and having no other option, executed the Dealership Agreement.

9. It had been further stated that under the terms of the Dealership Agreement, the Plaintiff was entitled for financial support of

Rs.70,00,000/- for the purchase of Renault signage, furniture, fixtures, equipment and tools. This amount was to be paid in two instalments. The first, being for 40% amounted to Rs.28,00,000/- and which the Plaintiff received. However, the balance 60% amounting to Rs.42,00,000/- was never disbursed to the Plaintiff. The dealership showroom was opened to the public in June 2012. The Plaintiff issued advertisements in the electronic and print media and in various newspapers. The Plaintiff continued to advertise for the vehicles of the Defendant from time to time. The Plaintiff claims that they had spent a sum of Rs.15,09,691/- on the advertisement of the vehicles and on the schemes of the Defendant. It had been stated in the plaint that such expenses were incurred only on the belief that the dealership would continue for atleast 20 to 25 years. The Plaintiff further stated that they continued to increase the user base and the number of customers of the Defendant by adding huge number of sales to the Defendant's share of the automobile segment in Kolkata.

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10.The Plaintiff also added showroom space of about 2000 sq.ft within a period of four to six months over and above the existing set up to meet the increasing demand, so that more vehicles can be displayed. The rent for this additional place was Rs.4,00,000/- per month. The

Plaintiff also recruited around sixty employees for running of the operations and claimed that the cost of such recruitment was Rs.10,00,000/-. The Plaintiff also stated that the showroom, furnitures and fittings were in the manner as specified and prescribed by the Defendant.

11.The Dealership Agreement dated 20.05.2011 was renewed by another agreement dated 27.03.2012. However owing to the increased demand of Renault cars in Kolkata, which the Plaintiff claimed was only due to the promotional incentives of the Plaintiff, the Defendant appointed another dealer M/s.Vibrant Motors in October 2012. The Plaintiff claimed that their business started to suffer. It had been pointed out that between May 2011 and March 2013, the Plaintiff had sold more than 793 Renault cars and had given a revenue in excess of Rs.74.33 Crores to the Defendant. The Plaintiff was the only dealer who received profits as a dealer of Renault cars and claimed that they earned a profit of Rs.1,00,00,000/- in the first year itself. The Plaintiff always purchased large numbers of Renault cars from the Defendant after making payment in full for all the vehicles.

12. However, the Defendant without any reason intimated by letter dated 18.03.2013 that the dealership which was scheduled to expire on 27.03.2013 would not be renewed. At that time, the Plaintiff was holding a high stock of Duster and Non-Duster vehicles and huge inventory of spare parts and accessories. It was claimed that this notice was in contravention of the Dealership Agreement as well as the Letter of Intent, which prescribed a notice period of 30 days prior to cancellation or termination / non-renewal. The Defendant had given a notice of 9 days alone.

13. The Plaintiff approached the Defendant for an explanation, but was forced to resign from the dealership, if the Plaintiff wanted to get the vehicles already ordered transferred to the other dealers the existing inventory and stocks to be sold. The Plaintiff requested the Defendant to extend the period of dealership till November 2013. This request was refused. The Plaintiff then sought two further months. The Defendant granted that and stated that the agreement would expire in May 2013 and that the Plaintiff should issue an advance letter of resignation with effect from 31.05.2013. The Plaintiff sought further extension till 30.06.2013, but this request was also refused by the Defendant. The Plaintiff had large stocks of fully paid up Renault cars at its disposal. The Plaintiff

was compelled to issue a resignation letter dated 28.03.2013 stating that they are resigning from the dealership with effect from 31.05.2013.

14. On 01.04.2013, the Plaintiff was holding stock of about 118 Renault cars. It was not feasible to sell the cars within a period of two months in Kolkata, where a second dealer was also operating at that time. The Plaintiff claimed that the defendant gave several promises at the time of extracting the resignation. This fact had also been confirmed by the Defendant by e-mail dated 10.04.2013. Among the promises were that the Defendant would take steps to ensure that the stock of vehicles would be sold or transferred to M/s. Vibrant Motors Private Limited. In the event of refusal by the said dealer, the Defendant would repurchase the existing stock from the Plaintiff on grant full refund. The Plaintiff was required to enter vehicles in its Non-Duster stock as retailed but not delivered in its record. The stock of vehicles with the Plaintiff and plan for transfer of stocks to M/s. Vibrant Motors Private Limited were claimed to be evident in the e-mail dated 10.04.2013. The Area Manager of the Defendant, Sanjeev Kumar also discouraged any stock of Plaintiff from being purchased by existing or new dealers appointed by the Defendant.

15.It had been further claimed that the Defendant did not take any steps in accordance with the commitments stated above. Correspondences were sent to the Defendant. The Defendant however made false and frivolous allegations against the Plaintiff. It was claimed by the Defendant that the Plaintiff's free stock was lower than what was claimed by the Plaintiff. The Plaintiff claimed that 118 vehicles were free of any pre-booking and were not retailed. They had a total marketable value of Rs.6.88 Crores. It had also been stated that the Defendant forced the other dealers not to purchase the existing stock of vehicles from the Plaintiff.

16.On 31.05.2013, the representatives of the Defendant visited the showroom and directed the Plaintiff to remove all the posters and signs which indicated that the said showroom was selling Renault cars. It was claimed by the Plaintiff that the representatives of the Defendant gave an assurance to take immediate steps to repurchase the Renault cars or to transfer such stock to M/s.Vibrant Motors Private Limited. The Plaintiff was also given permission to sell its stock as a dealer. However, the Defendant published a notice in the Telegraph Newspaper on 19.06.2013 declaring that the Plaintiff was not an authorized dealer of Renault cars.

The Plaintiff claimed that the said public notice was issued with intention to harm the business of the Plaintiff. The Plaintiff further claimed that as on 31.05.2013, the Plaintiff had a total of 85 Renault cars worth about Rs.6.88 Crores approximately. It had been stated that the Defendant was under a legal obligation either to take back the cars or to allow the Plaintiff to transfer the same to any other dealer. The Plaintiff claimed that owing to the public notice issued by the Defendant, the Plaintiff incurred a total loss of Rs.12.9 lakhs on account of cancellation of bookings after the paper publication dated 19.06.2013.

17.The Defendant also intimated various owners of Renault cars in Kolkata not to get their cars serviced or repaired at the workshop of the Plaintiff. The Plaintiff was not able to sell the Renault cars worth about Rs.6.88 Crores and was also not able to sell the spare parts and accessories which were valued at Rs.7.11 Crores. The Plaintiff further stated that since the workshop had been designed and equipped to facilitate service and repair of Renault cars alone, it was not possible for the Plaintiff to use the same for servicing or repairing any other cars. The Plaintiff also claimed that they had suffered loss to the tune of Rs.45,00,00,000/-. In view of the abrupt termination of the dealership. The Plaintiff also called upon the Defendant to reconcile the accounts.

18.The Plaintiff then filed O.A.Nos.521 and 522 of 2013 under Section 9 of the Arbitration and Conciliation Act, 1996 before this Court seeking necessary reliefs against the Defendant. However, the defendant filed a counter affidavit and claimed that the issues raised by the Plaintiff were not arbitrable. Thereafter, the Plaintiff sold the existing stock at throw away prices, which further resulted in a loss of Rs.1,22,33,963/-. The Plaintiff also suffered a loss of Rs.45,783/- on account of replacement of batteries in the vehicles which could not be sold within a reasonable time. The staff could not be immediately terminated owing to the labour laws protecting service. The Plaintiff also suffered loss owing to payment of salaries and wages. The Plaintiff also suffered a loss of Rs.1,50,16,287/- on account of penalty and interests payable on the Channel Finance Facility availed from various Banks. In view of these facts the Plaintiff took more than one and half years after the termination of dealership to liquidate the stocks of the Defendant.

19.The Plaintiff received a letter from the Auditors of the Defendant on 01.07.2014 that the Defendant had to pay a sum of Rs.52,98,914/- to the Plaintiff. The Plaintiff then withdrew O.A.Nos.521 and 522 of 2013 with liberty to file the present suit on 29.03.2016. It was

under these circumstances that the Plaintiff had instituted the suit seeking a Judgment and Decree for Rs.6,52,32,396/- as damages and also for costs.

20.The Defendant filed a written statement, in which they stated that the Plaintiff, having experience in the business of vehicle dealership was well aware of the nature of trade and business and the terms and conditions under which such dealership are given. It had been stated that a Letter of Intent had been entered into after discussions and the Dealership Agreement dated 20.05.2011 was executed between the Plaintiff and the Defendant. The Dealership Agreement was only for one year and its renewal depended on the performance and conduct of the Plaintiff. A fresh Dealership Agreement was entered on 28.03.2012. This was also for one year. This was not renewed and a fresh agreement was also not entered into.

21.It had been stated that the Plaintiff had furnished a refundable security deposit of Rs.15,00,000/- and the Defendant had refunded a sum of Rs.12,00,000/-. It had been stated in the written statement that the balance of Rs.3,00,000/- will be paid at the time of full and final settlement after reconciliation of the accounts. With respect to the one

time financial support of Rs.70,00,000/- it had been stated that the Defendant had paid a sum of Rs.28,00,000/- as the first instalment. It had been stated that the Plaintiff was not qualified to claim the remaining Rs.42,00,000/- of financial support. It had also been stated that the Plaintiff was liable to return the one time financial support received from the Defendant in accordance with the terms and conditions agreed between the parties. It had also been stated that the Defendant had discussed the performances with the Plaintiff on 26.04.2012. It had been stated that the performance was reviewed and it was found that the sales during the first quarter of 2012 was not in line with all India level, specifically on Pulse and Fluence vehicles.

22.It had also been stated that the Plaintiff was not capitalizing the entire opportunity available in the market. It had also been stated that though there was a sales opportunity of 75 Duster vehicles, the sales was effected only for 15 to 25 units. It had also been stated that the major reason for the low sales was the poor quality and inexperience of the sales team. It had been stated that the Test Drive Tool was not used effectively. There was lack of efforts for business development. Further, effective customer complaints' resolution system was not in place. It had

been stated that the Defendant advised the Plaintiff to consolidate the operations in the existing outlet and not to expand further. The Defendant claimed that the Plaintiff was apprised about the Defendant's proposal to have one more dealer in Kokata / Howarah and a new dealer M/s.Vibrant Motors was appointed.

23.It had also been stated that the Plaintiff had indulged in activities of gross violation of the terms of the Dealership Agreement. It had been stated that the Plaintiff did not take any concrete steps even by 13.06.2012 for launching the popular vehicle Duster. The Plaintiff was also, according to the Defendant, charging the customers higher ex-showroom prices. The Defendant also stated that they received complaints that the Plaintiff did not pass the Price Protection offer of a sum of Rs.40,000/- to early-booking customers. The Plaintiff also did not maintain sufficient number of Test Drive vehicles. It had also been stated that the Koleos and Fluence Test Drive vehicles were used for personal mobility. The Air Conditioning of the Test Drive vehicles were non-operational and were not repaired. The upkeep and feel of the Test Drive cars was shabby and failed to provide an excellent experience to a prospective customer. It had also been stated that in violation and total

breach of clauses 5 and 11 of the Dealership Agreement, the Plaintiff had set up an unauthorised dealership in Patna (Bihar). The Plaintiff also indulged in showing that the vehicle “Scala RXL Dual AB (MT)” which was sold to Maa Durga Automobiles, Patna had been sold to Mr.Amitabh Kumar Arun and the vehicle “RXL – 85 PS Option Navg” had been sold to Mr.Chandra Sekhar.

24.It had been stated that the Defendant had informed on 18.03.2013 that the agreement would not be renewed. The Plaintiff sought the Defendant to give two months' grace period to sell the inventory of vehicles and spare parts. This was granted. However, the Plaintiff failed to sell / liquidate the entire stocks. It had also been stated that the agreement between the Plaintiff and the Defendant was on a Principal to Principal basis. The Defendant transferred all the vehicles on absolute sale basis after receiving full sale price from the Plaintiff. They were not bound to buy back the vehicles from the Plaintiff. They can only persuade other dealers to purchase the vehicles from the Plaintiff. If the other dealers do not buy, the Defendant cannot compel them to purchase. It had been stated that when the other dealers inspected the vehicles, they found that the vehicles were in damaged condition. It had been stated

that a clause in the agreement provided that the investments made by the Plaintiff were only business costs and were a risk of doing business. The allegations made by the Plaintiff in the plaint were also specifically denied. The Defendant in their written statement also specifically denied the averments made in the plaint para by para.

25. It had been stated that the letter dated 01.07.2014 sent by the auditor of the Defendant was an inadvertent error and the Defendant was not liable to pay Rs.52,98,914/- to the Plaintiff. It had been stated that the accounts had not been reconciled. It had been stated that the Defendant was not liable to make any payment to the Plaintiff or make good any loss. It had been stated that it was the Plaintiff who had to make payments to a sum of Rs.21,00,000/- to the Defendant due to the default in submission of C-forms. The Defendant denied any liability to make any payment towards salary of the staff. It had also been stated that the suit had been filed beyond the period of limitation and was not maintainable. It had been stated that the suit should be dismissed.

26. The Plaintiff filed a reply disputing the averments made in the written statement. It had been denied that the suit was barred by the law of limitation or that it was not maintainable. It had been again reiterated that it was not correct to imply that the agreement was for only one year

and dependent on performance. It had been reiterated that there was an understanding that the agreement would run 25 years. It had been stated that the entire financial support had to be paid by the Defendant and it had been denied that the Plaintiff was liable to refund the amounts received to the Defendant. It had been again stated that there was a jump in the off take of vehicles and jump in the sales of spare parts and accessories. The specific allegations as against the Plaintiff in the written statement were also denied para by para. It had been once again reiterated that the suit should be decreed.

27. On the basis of the above pleadings, the following issues were framed:

“1. Whether the plaintiff violated the Dealership Agreement dated 20.05.2011 and subsequent extension agreement dated 28.03.2021?”

2. Whether the plaintiff complied with the terms and conditions contemplated under the Dealership Agreement even during the grace period provided, post expiry of the same on 27.03.2013?”

3. Whether the plaintiff is entitled to claim any compensation from the defendant?”

4. To what other reliefs are the parties

entitled?”

28.On 09.11.2020, the following additional issues were framed:-

“1.Whether the suit presented on 29.06.2016, is barred by the law of limitation ? and

2.Whether the starting period of limitation is from the date of termination of the Dealership Agreement namely 31.05.2013, or from the date of order of this Court in O.A.No.521 and 522 of 2013, which were applications filed under Section 9 of the Arbitration & Conciliation Act, 1996 and in which, orders had passed on 29.03.2016 granting permission to the applicant/plaintiff herein to take appropriate legal proceedings?”

29.The parties were then invited to tender evidence to substantiate their respective cases.

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30.On the side of the Plaintiff, two witness were examined, Mr.Sanjay Kumar Patodia, who is the director of the Plaintiff's company was examined as PW-1. He marked exhibits P1 to P48. Ex.P3 was the copy of the Advertisement in the newspaper issued by the Defendant.

Ex.P4 was the copy of the application form for the dealership along with documents. Ex.P5 was the copy of the Letter of Intent dated 30.09.2010. Exs.P6 to P12 were copies of permissions obtained by the Plaintiff for running the showroom and the License Agreement and the Service Agreement and Channel funding and interest accrued from various banks and also invoices from the vendors and payment towards expenses for opening of the showroom. Ex.P13 was the copy of the agreement dated 20.05.2011. Ex.P15 was the copy of a detailed list and copy of the advertisements and bills / receipts of the payments made for promotion of business. Ex.P16 was the copy of the list of employees and salary details. Ex.P19 was the copy of the renewal of the Dealership Agreement dated 28.03.2012. Ex.P20 were the copies of the sales details for the period 2011 to 2013. Ex.P27 was the copy of the resignation, resigning from dealership dated 28.03.2013. Ex.P37 was the copy of the list of stock of 85 cars existing as on 31.05.2013. Ex.P43 was the copy of the sales invoices for the period 01.06.2013 to December 2013 for 85 Renault vehicles. Ex.P44 were the details of the batteries replaced for the 85 Renault cars. Ex.45 were the copies of the details regarding losses occurred on account of penal interest on the Channel Finances availed by the Plaintiff. Ex.P46 was the copy of the letter dated 01.07.2014

addressed by the Defendant to the Plaintiff. Ex.P47 was the order dated 29.03.2016 in O.A.Nos.521 and 522 of 2013. Ex.P48 was the copy of the affidavit filed by the Plaintiff under Section 65 B of the Indian Evidence Act, 1872. The Plaintiff also examined Mr.Kunal Patodia, who had joined as Director of the Plaintiff in February 2010 as PW-2. He did not mark any documents.

31. Thereafter, the Defendant sought time to adduce evidence. They protracted for a considerable period of time. On 01.11.2019, a learned Single Judge of this Court had noted that the evidence of the Plaintiff had been closed on 26.07.2019 and thereafter several opportunities had been granted to the Defendant to examine the witnesses and since the Defendant again took time, costs of Rs.25,000/- payable to the Chief Justice Relief Fund was imposed. The Defendant thereafter examined as DW-1 Mr.Arvind Mohan, authorized representative of the Defendant company. He filed his proof affidavit and marked Exs.D1 to D9. Exs.D2 to D8 were the xerox copies of e-mails exchanged between the Plaintiff and the Defendant.

32. It must be stated with much anguish that both sides resorted to

filing copies of documents and even in the proof affidavit they had not given any explanation as to why the originals were not filed. The documents on the side of the Plaintiff were marked with objections for marking of xerox copies. Similarly the documents on the side of the defendant were also marked with objections and subject to proof and relevancy. It is to be noted that though the Defendant had marked xerox copies of e-mail exchanged between the parties, necessary affidavit under Section 65 B of the Indian Evidence Act, 1872 was not filed. The Plaintiff had however filed an affidavit under Section 65 B of the Indian Evidence Act, 1872 which was marked as Ex.P48. In view of these facts, the Court shall take into consideration only such of those documents which are not disputed by either side. At any rate, electronic evidence not supported by an affidavit under Section 65 B of the Indian Evidence Act, 1872, cannot be accepted and will have to be necessarily rejected by the Court.

33.It is also however to be noted that the original documents were produced during the trial by the learned counsel for the Plaintiff and this fact had also been noted by the learned Additional Master No.II at the conclusion of the cross-examination of PW-1.

34. Heard arguments advanced by Mr. AR L.Sundaresan, Senior Counsel for Mr.A.K.Balaji, learned counsel for the Plaintiff and Mr.G.Kalyan Jhabakh, learned counsel appearing on behalf of the Defendant for M/s.Surana and Surana.

Additional Issue Nos.1 and 2 :-

35. These issues are with respect to whether the suit is barred by law of limitation. A perusal of the records shows that the suit had been presented on 29.06.2016. The date of termination of the Dealership Agreement between the Plaintiff and the Defendant was on 31.05.2013. It is the contention of the learned counsel for the Defendant that the cause for institution of the suit had arisen on 31.05.2013 and thereafter, the suit should have been filed within a period of three years from that date and the suit having been filed on 29.06.2016 was barred by law of limitation.

36. The learned Senior Counsel on behalf of the Plaintiff however pointed out that the Plaintiff had been seeking remedy under the Arbitration and Conciliation Act, 1996 and had filed O.A.Nos.521 and 522 of 2013 under Section 9 of the Arbitration and Conciliation Act, 1996. Learned Senior Counsel stated that a counter had been filed

questioning arbitrability of the issues raised and thereafter, the Plaintiff herein had withdrawn the said applications and a learned Single Judge had granted liberty to the Plaintiff to initiate appropriate legal proceedings. This order had been passed on 29.03.2016 and marked as Ex.P47. The learned Senior Counsel stated that the suit had been immediately presented on 29.06.2016 within a period of three years from the date of the said order and therefore stated that the Plaintiff cannot be non-suited on the ground that the suit is barred by law of limitation.

37.The learned Senior Counsel also pressed an alternate argument. He pointed out Ex.P46 which is a letter issued by the Defendant dated 01.07.2014. The case of the Defendant with respect to the said letter is that it had been issued by mistake. However, the witness for the Plaintiff was not at all cross-examined on this aspect. He was not shown Ex.P46 and no direct question was put that the said letter was not to be acted upon by the Defendant.

38.The said letter Ex.P46, is extracted below for better appreciation:

“July 1, 2014

*ARADHANA DISTRIBUTORS PVT LTD.,
19, Jawahar Lal Nehru Road,
Chowringhee, Kolkata,
West Bengal – 700 087.
Dear Sir or Madam,*

Our auditors, S.R.Balliboi & Associates LLP, are auditing our financial statements and wish to obtain direct confirmation of amounts owed by us to you as of 31-March-14. Compare the information below with your records on that date and confirm that this information agrees with your record or note the details of any discrepancies in the space provided below. Then please sign this request and return it in the enclosed reply envelope directly to our auditors at the following address:

*Ms.Aruna Kumaraswamy
S.R.Balliboi & Associates LLP
Tidel Park, 6th and 7th Floor – A Block
Module 601, 701-702, No:4
Rajiv Gandhi Salai, Taramani,
Chennai – 600 113.*

Our records on 31.03.2014 showed INR 52,98,914/- as payable to you.

*Your prompt attention to this request will be appreciated.
Sincerely,*

Renault India Private Limited.”

(Emphasis Supplied)

39.This letter Ex.P46 dated 01.07.2014 had been addressed by the

Defendant to the Plaintiff. By the said letter, the Defendant had stated that their records as on 31.03.2014 showed that Rs.52,98,914/- was due and payable by them to the Plaintiff. I hold that this is an acknowledgement of an existing debt. It is to be noted that this letter itself would create the cause of action for the Plaintiff to institute the suit as against the Defendant. By the said letter, the Defendant had not stated that the amount is due under any particular head. Thereafter, it was always open to the Plaintiff to seek reliefs as against the Defendant under all the possible heads which the Plaintiff has now complained against the Defendant by this suit.

40. The learned counsel for the Defendant placed reliance on ***AIR 2004 SC 1433, Firm Ashok Traders & Another -Vs- Gurumukh Das Saluja and Others***. Paragraph 19 is as follows:

“19. During the course of hearing, we asked the learned counsel for Group ‘A’, what steps have they taken for initiation of arbitral proceedings ever since 2-6-2003 — the date on which they claim to have invoked arbitration clause, or since 22-7-2003 ? the date on which the application under Section 9 was

filed? We were told that Group 'A' was awaiting the orders of the court under Section 9 of the Act. This is hardly an explanation. Commencement of arbitral proceedings is not dependent on the interim relief being allowed or denied. It was expected of Group 'A' to have post-haste sought for the appointment of an arbitrator under Section 11 of the Act if the partners noticed had failed to respond to the demand of Group 'A' for arbitration. This, by itself, in our opinion, would have been enough to deny relief to Group 'A'. However, in the facts and circumstances of the case, as we find the High Court having felt convinced of the need for appointment of receiver and as we are inclined only to suitably modify the order, we do not deem it proper to dismiss the application under Section 9 in its entirety and for this reason alone. We direct the applicant under Section 9 to take steps for appointment of arbitrator(s), without any further loss of time."

41. In that particular judgment, the Hon'ble Supreme Court had

expressed that a party in an arbitral proceedings should not await interim orders being passed, but rather proceed further by seeking appointment of an Arbitrator under Section 11 of the Act.

42. The facts in this case are totally different. The Plaintiff had filed necessary applications under Section 9 of the Arbitration Act, 1996 and thereafter since the Defendant had questioned arbitrability of the issues raised, had deemed it appropriate to withdraw the application and filed the present suit after obtaining liberty from the Court. The Court had also granted such liberty. Either way, it is to be mentioned that the applications had been filed in the year 2013 itself. The issue whether arbitrability of a dispute can be decided by the Court or by the Arbitral Tribunal had been only recently settled by the Hon'ble Supreme Court in *Vidya Drolia Vs. Durga Trading Corporation* reported in (2020) SCC Online 1018.

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43. In the year 2016 when the order was passed by the learned Single Judge by granting liberty to initiate legal proceedings, the issue was still nebulous. The Defendant herein had taken the stand that the issues raised were not arbitrable. This forced the Plaintiff to approach the

Civil Court seeking necessary reliefs. The Defendant then cannot turn around and claim that the suit was barred by the law of limitation. However, Ex.P46 dated 01.07.2014 extracted above is a clear indication of acknowledgment of existing liability / debt by the Defendant to the Plaintiff. The limitation would arise from that point namely 01.07.2014 and the suit having been presented on 29.06.2016 is clearly well within the period of limitation of three years. Therefore, I hold that both the additional issues in favour of the Plaintiff and I hold that the suit is not barred by law of limitation.

Issues Nos.1 and 2:-

44.Both these issues will have to be taken up together. Issue No.1 relate to whether the Plaintiff had violated the Dealership Agreement dated 20.05.2011 and the subsequent extension agreement dated 28.03.2012. Issue No.2 relates to whether the Plaintiff complied with the terms and conditions contemplated under the Dealership Agreement even during the grace period provided, post expiry of the same on 27.03.2013. In effect both these issues relate to whether the Plaintiff had complied with the requirements demanded by the Defendant under the Dealership Agreements.

45.It is the case of the Plaintiff, Aradhana Distributors Pvt Ltd., a

Private Limited Company incorporated under the provisions of the Indian Companies Act, 1956, that they were engaged in the business of selling automobiles in Kolkata. Both in the plaint and in the proof affidavit of PW-1, it had been stated that the Plaintiff had been in the business for more than 25 years. The Plaintiff had been represented by its Director, Sanjay Kumar Patodia, who was examined as PW-1. He had also verified the Plaint. He marked Exs.P1, his own business profile. He was also cross-examined by the learned counsel for the Defendant on his experience and on the experience of the Plaintiff company as Automobile dealers. He stated that he had joined the family business in 1984 and was initially incharge of service and sales and later assisted in improving the service provided by the company. He also took up a supervisory role. He stated that he was involved in management and was not directly involved in the day today activities. He joined as Assistant Works Manager and reported to the Works Manager and also to his father, who was the Director of the Company. It must also be mentioned that the Plaintiff also examined as PW-2, Kunal Patodia, son of PW-1. In his proof affidavit, he stated that he joined as a Director in February 2010. He also stated about the facts of the case. He was cross-examined about his role in the decision making process of applying for dealership with the Defendant.

“Q.Where you involved in the decision making process of applying for this dealership?

Ans.Yes.”

46.It is thus seen that the Plaintiff had, to the extent possible produced competent witnesses to speak about the dealership with the Defendant right from the decision making process till the end when disputes arose between the two parties.

47.The copy of the advertisements in the newspapers issued by the Defendant had been marked as Ex.P3. This document was not disputed by the Defendant. The application form submitted by the Plaintiff for Renault Dealership with the Defendant had been produced as Ex.P4. It was dated 04.08.2010. The application form had been printed by the Defendant. This document was also not neither disputed nor denied by the Defendant. It is to be again noted that at the conclusion of the cross-examination of PW-1, the learned counsel for the Plaintiff stated that he had produced all the original documents and this fact was also recorded in the deposition itself.

48.The onus was on the Defendant to either accept the application

form submitted by the Plaintiff or reject the same. The Defendant expressed their acceptance by forwarding a Letter of Intent dated 30.09.2010. This has been marked as Ex.P5. Again though a copy had been marked by the Plaintiff this document has not been denied or disputed by the Defendant. In the said document, the Defendant very categorically stated that they *“have pleasure to confirm the intent of appointing you as the non-exclusive dealer, for the sale and the distribution of the products pertaining to the company's car & SUV's (hereinafter referred to as the “Products”) for the city of Kolkata subject to the terms and conditions and fulfillment of agreed actions hereunder”*.

49. In the Letter of Intent, the Defendant had stated that the Plaintiff should have the required set ups as per the specifications given by them. These included showroom for vehicle display and non vehicle display and sales / service / spare parts / office areas. It had also been stated that these areas should be in accordance with the norms of the Defendant and must adhere to the specifications and guidelines and directions prescribed in the Dealer Facility Manual. It had also been stated that the vehicle display and office shall be located at most a

strategic area in the city. It had been very specifically stated as follows:

*“you will furnish to us, true copies of ownership rights or tenancy rights **for a period of three to five years** with registration of the premises being established as sales showroom, service workshop and spare parts shops*”

(Emphasis supplied)

50.It had also been stated that the Plaintiff should provide for after sales operation in accordance with the requirements of the Defendant. Again the specifications and guidelines and directions should be in accordance with the Dealer Facility Manual.

“That the Plaintiff was also under obligation to obtain necessary licences, permissions, approvals from various authorities, Governmental Departments, Municipal Corporations, Local Pollution Authorities, etc., for conducting dealership business in the branch workshop”.

51.It had also been stated that the Plaintiff shall provide

accessories and spare parts, warehouses as per the specifications. It had also been stated that the Plaintiff *“shall advertise and display and carry out the promotional activities at your own expenses.....”*. It had also been stated that the Plaintiff shall purchase from the Defendant and pay for the products at the Defendant's established net dealers prices. The Plaintiff should also buy the stock from the Defendant. The Plaintiff should also buy special tools from the Defendant. The Plaintiff was also directed to provide exclusive manpower for dealer operations. The employees and representatives shall be employees of the Plaintiff. The Plaintiff was also required to give a Bank Guarantee for an amount of Rs.20,00,000/- from a Nationalized Bank and make a deposit of Rs.15,00,000/- to the Defendant.

52.The Plaintiff was also permitted to avail Channel Financing Facility form Financial Institutions approved by the Defendant. The Plaintiff had also entered into an agreement with an Architect as recommended by the Defendant. The fees towards Architectural consultancy and taxes was to be paid by the Plaintiff. It had also been stated that the *“relationship between the company and you shall be the seller and buyer and the transactions is on principal to principal basis*

.....”. It had also stated with respect to termination that the Defendant may terminate the arrangement or withdraw or cancel the Letter of Intent by giving 30 days written notice. The Defendant also reserved the right to cancel the arrangement with immediate effect, if the Plaintiff acted in manner prejudicial to the interest of the Defendant or if the Plaintiff uses non genuine spare parts or fails to comply with the Letter of Intent or if there is change or insolvency or any other such contingency with respect to the management of the Plaintiff. The Letter of Intent was stated to be valid between 01.10.2010 and 31.01.2011. This Letter of Intent was accepted by the Plaintiff and signed by PW-1 on 30.09.2010. It had been issued by the Chief Operating Officer of the Defendant, Sudhir Rao.

53.The Plaintiff filed the necessary permission obtained for running of the showroom as Ex.P6. The copy of the licence agreement with respect to an open space containing an area of 23,000 sq.ft., with M/s.Mirania Complex Private Limited by the Plaintiff had been produced as Ex.P7. The rent was fixed at Rs.7/- per sq.ft., for the period 01.09.2012 to 31.08.2013 and at Rs.7.70/- per sq.ft., for the period 01.09.2013 to 31.08.2014 and at Rs.8/- per sq.ft., for the period 01.09.2014 to 31.08.2015. The Plaintiff also produced as Ex.P8, a copy of the licence agreement dated 12.09.2011 with Taj Leather Works for a

vacant space measuring 15,100 sq.ft., at No.670, Uttarpanchanangram Paschim Chowbagha Kolkata. The terms of the agreement provided that an advance Rs.5,00,000/- had to be paid and that the agreement was for a period of 36 months with effect from 01.10.2011. The usage was for warehousing and for storing of motor vehicles. The monthly licence fees was fixed at Rs.75,500/- at Rs.5/- per sq.ft.

54.The Plaintiff also produced a copy of Service Agreement with Austin Distributors Private Limited dated 01.04.2012 as Ex.P9 for providing showroom space of 5,000 sq.ft at No.19, J.L.Nehru Road, Kolkata – 700 087, at a monthly charge of Rs.75,000/- per month with effect from 01.04.2012. It is also seen that a service centre space for 15,000 sq.ft would be additionally provided at No.173, A.J.C.Bose Road, Kolkata – 700 014 for running Renault car service purpose at a monthly charge of Rs.12,000/- per month with effect from 01.04.2012. It is also seen that a storage space of 40,000 sq.ft would also be provided for storing Renault cars at IID/12, New Town, Rajarhat, Kolkata at a monthly charge of Rs.3,50,000/- with effect from 01.04.2012. The period of the agreement was for 36 months. This was marked as Ex.P9.

55.It is thus seen that in accordance with the Letter of Intent, the Plaintiff had taken effective steps to put up showroom and stores and warehousing room, service area and every other requirements as stipulated and had committed themselves to take on monthly rent from at least three different parties. Vast areas exclusively for the purpose of the usage of the Defendant's vehicles had been taken on lease with further commitment for usage of the space for a period of at least 3 years.

56.The only cross-examination on these documents is as follows:

“Ex.P7 shown to the witness. It is executed by me. It is already on record the purpose of Ex.P7 and its tenure is for 11 months. The witness adds: The agreement is for three years. It is not registered. Ex.P8 is executed by me. I do not have anything to add. Ex.P9 agreement is executed by me for Austin Distributions Pvt. Ltd.”

57.There is not even a suggestion that the documents have been created or that the Defendant is not liable for loss incurred owing to the commitments of the Plaintiff or that the Plaintiff has not actually entered

into these agreements or that the Plaintiff had entered into the agreements at their own risk and not at the behest of the Defendant. In accordance with one of the terms of the Letter of Intent / Ex.P5, the Plaintiff also forwarded a Demand Draft for Rs.15,00,000/- in favour of the Defendant as refundable interest fee security deposit and the covering letter and a copy of the Demand Draft and its related documents dated 08.11.2010 had been marked as Ex.P10. The cross examination with respect to that particular document is as follows and actually it sounds like an assertion in chief.

“In Ex.P10 we have made demand draft for Rs.15,00,000/- in favour of the defendant, as asked by the defendant company.”

58.The Plaintiff also produced as Ex.P12 the document relating to various expenses incurred by the Plaintiff at the time when the dealership was entered into. The veracity of the document was also not been challenged by the Defendant. Ex.P12 consists of a series of papers and the only cross-examination on Ex.P12 is as follows:

“Ex.P12 (bunch of papers) is in respect of various expenses incurred by the Plaintiff at the time

forming dealership.”

There is not even any whisper of the suggestion that the Plaintiff had come to Court producing documents which are not relevant or not directly related to the Dealership Agreement. The Defendant had admitted to the contents of all these documents.

59.The Plaintiff and the Defendant then entered into a Dealership Agreement on 20.05.2011. A copy of this document has been marked as Ex.P13. The cross-examination with respect to Ex.P13 is as follows:

“After Letter of Intent, Ex.13 is the first Dealership Agreement entered into with the Defendant. Ex.P13 was executed by me after understanding the contents thereof. The witness adds: After discussion it was orally agreed that the agreement would continue for many years and same would be renewed every year automatically. I understood para-5 in page-4 of Ex.P13. In Ex.P14 we had not claimed financial assistance, but it was a commitment by the defendant.”

60.There is not even a suggestion that the statement by PW-1 that

it had been orally agreed that the agreement would continue for many years and that it would be renewed every year automatically was a false statement. Thus the Defendant cannot, at this stage aver that there was no such oral agreement.

61.PW-2 was also cross-examined on this aspect and the cross-examination is as follows:

“Q.In your experience you have assumed that all dealerships will be automatically renewed every year?

A.That is an affirmation given to us, according to the standard agreement.

Q.With respect to this dealership can you point out such assumed affirmation?

A.It was verbally communicated to us, by COO Mr.C.V.Sudir Rao that the agreement will be long term and it will be renewed automatically every year.”

62.The witness again had reiterated that the Plaintiff had been led to believe that the dealership was for a long term. In his proof affidavit PW-2 had further stated that the Plaintiff had spent almost

Rs.2,00,00,000/- in the business, even prior to the commencement of commercial operation and this was pointed out at the time of the Dealership Agreement and the Defendant had held that the duration prescribed in the agreement was a mere formality and that it is a standard agreement executed by all dealers and that it would be automatically renewed every year. This statement in the proof affidavit had not been challenged by the Defendant during cross-examination of PW-2. Questions were put only touching the surface without any intention to dispute the statements made in the proof affidavit. I hold that an analysis of the documents would reveal that the Plaintiff had committed themselves with third parties by taking of lease / rental lands for the exclusive performance of entering into the Dealership Agreement with the Defendant and such rental / licence agreement had been taken with the commitment of atleast three years only because of the terms expressed in the Letter of Intent and the Plaintiff had expended substantial amounts only because the Defendant demanded the exact nature of requirements.

63.At that particular point of time when presented with a

Dealership Agreement for a period of only one year, the Plaintiff had just one option, namely to sign the agreement. The lands taken out on lease and the licenses obtained from the public authorities would go totally waste if the Plaintiff had not entered into the Agreement, Ex.P13. There was an element of compulsion on the part of the Plaintiff to sign the agreement since they had already fully committed themselves with third parties. They had expended substantial sums of money. There was no going back. They can only hope that the period fixed in Ex.P13 would be extended and I hold that such expectation was normal conduct.

64.I am not able to agree with the contention of the learned counsel for the Defendant who stated that the Plaintiff being an experience dealer in Automobiles would have been aware of the terms and conditions of a Dealership Agreement. Experience would not count when the Plaintiff had already spent, as stated by PW-2 a sum of Rs.2,00,00,000/- even prior to the execution of the Dealership Agreement, Ex.P13. When such an expense proof of which had been produced as document had been incurred, there was no other option, but to sign the Dealership Agreement in the fervent hope that it would be extended year after year atleast for three years. Both PW-1 and PW-2

spoke about the role of Sudhir Rao whom they claimed was privy to the discussions before entering into the Dealership Agreement. They had not been cross-examined on the veracity of that particular statement. The Defendant had not taken any steps to examine the said individual as a witness.

65.As a matter of fact, the Defendant adopted a lackadaisical attitude regards the trial process. They examined a witness Aravind Mohan as DW-1 who later did not come forward to subject himself for cross-examination. They might as well have not examined him at all. A learned Single Judge of this Court, on an earlier occasion, imposed costs of Rs.25,000/- on the Defendant for protracting the trial proceedings without examining any witness. Thereafter, it had been noted by another learned Single Judge that DW-1 was alive and his whereabouts was very well known to the Defendant and therefore, the Plea of the Defendant that he had left employment was rejected and the learned Single Judge refused a request to eschew the testimony already recorded. The Defendant was given an opportunity to ensure the presence of DW-1 to subject himself for cross-examination. The Defendant failed to do so. Their evidence was therefore closed and I hold rightly so.

66.The Defendant had marked Exs.D1 to D9. Exs.D2 to D8 are all

copies of electronic mails for which a certificate under Section 65 B of the Indian Evidence Act, 1872, was not produced. On this once fact alone, the evidence is struck off as inadmissible. Even at the time of marking, the counsel for the Plaintiff had raised objections. It is again to be noted that during cross-examination of the Plaintiff witnesses, the counsel for the Plaintiff had produced the originals of the documents which were marked on behalf of the Plaintiff and this was also recorded by the learned Additional Master No.II at the end of recording the cross-examination. The production of the originals have saved the documents marked on behalf of the Plaintiff. Failure to dispute or deny the contents of the documents by the Defendant during cross-examination further saved the documents of the Plaintiff.

67.It must be mentioned that in Ex.P5, the Letter of Intent dated 30.09.2010 among other terms stipulated by the Defendant, they have also insisted that the Plaintiff should produce documents relating to either ownership rights or tenancy rights for a period of three to five years with registration for the premises which are to be established as sales showroom, service workshop and spare parts shop. I hold that the direct implication is that the Defendant had held out an expectation with

the Plaintiff that the Defendant would have business dealings for atleast three years. This expectation is realistic. It flowed from the stipulations of the Defendant in Ex.P5.

68.The Plaintiff also substantially complied with the said requirements by entering into agreements which had been produced as Exs.P7, P8 and P9. Such being the case, when the Plaintiff was faced with the Dealership Agreement Ex.P13 wherein, it had been stated that the dealership was only for a period of one year, having already committed themselves as licensees / tenants with respect to immovable properties, the Plaintiff had no other alternate but to enter into the Dealership Agreement with the hope that the agreement would be extended further as held out in the Letter of Intent.

69.Viewed from that angle, it is clear that the Defendant had implicitly exercised undue influence over the Plaintiff into signing the said document. In the first instance, they had created an impression that the dealership would be for atleast three to five years and later presented a Dealership Agreement after ensuring that the Plaintiff had actually committed themselves with third parties for three to five years, with an

agreement for one year. I hold that this is a stipulation imposed by the Defendant with malafide intentions.

70. During the period of the agreement, it is the contention of the Plaintiff both in the plaint and in the proof affidavit of PW-1 that between May 2011 and March 2013, the Plaintiff had sold more than 793 Renault cars and providing a revenue in excess of Rs.74.33 Crores to the Defendant. The supporting document for this statement had been filed as Ex.P20. This is a copy of the sales details for the period between 2011 and 2013. In the said document, the names of the purchasers of the vehicle, the voucher numbers and the value had been given for each and every sales.

71. PW-1 during his cross-examination also stated as follows:

“Our dealership agreement was for sales and also service, we concentrated on both. It is obvious that better service of vehicles would provide more business to us. I am not able to recall whether we achieved any extraordinary service achievement. I do not remember whether

our sales records was satisfactory, it is part of all the records. The witness adds: we had sold approximately 800 vehicles in two years giving revenue to the Defendant of about Rs.75 Crores plus, despite the starting of the second dealership in the second year. In two years of our existence as dealer of the Defendant, we performed well. As per the agreement our dealership was on principal to principal basis i.e., once we purchase the vehicle from the Defendant the title is transferred to us. There was no specific monthly quota fixed for purchase of vehicles from the Defendant, but we were offered various models in different quantities based on availability and our purchase orders. There was restriction on purchase of certain models which were in short supply and in high demand, to meet the same we followed the method of first come first serve basis. We were denied supply of high demand vehicles, despite our repeated requests of our requirements.

Sometimes were were short of vehicles to satisfy the customer. We took steps to promote the sales of Defendant's vehicles.”

72.The extracted statements have been made during cross-examination and no questions have been put to the witness that these assertions during cross-examination were not correct. Not even a single question was put with respect to Ex.P20. I hold that the only conclusion is that the Defendant had admitted to the said assertions. PW-2 also asserted the same facts that the Plaintiff had sold considerable number of vehicles during the relevant period. Again he was not cross-examined on that aspect.

73.During cross-examination of PW-1, suggestions were put that the Plaintiff had violated clause 2.3, clause 4 and clause 5 of the Dealership Agreement. Clauses 2, 2.3, 4 and 5 are as follows:

“2.The DEALER accepts its appointment as a non-exclusive authorized RIPL DEALER and agrees to:

.....

.....

2.3. Effectively promote and sell Renault products;”

.....

4. SECURITY DEPOSIT: The DEALER agrees to deposit with RIPL a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) as Security Deposit operations. On the basis of sales volume of the dealership operations, RIPL may decide, in its sole discretion, to increase the amount of Security Deposit to be maintained / deposited with RIPL by the DEALER. RIPL will intimate the DEALER from time to time, any additional amount towards the Security Deposit payable by DEALER to RIPL. DEALER shall pay the amount towards the Security Deposit within 15 days of the RIPL's request. No interest is payable on the said Security Deposit. The utilization of the Security Deposit amount will be at sole discretion of RIPL. RIPL shall repay the Security Deposit to the DEALER within 30 days of expiry or termination of this Agreement after deducting any

amounts due from DEALER to RIPL.

5.TERMS OF THIS AGREEMENT: This Agreement will become effective from the date of its execution and will continue in effect for a period of one year, unless terminated as provided herein. This agreement may not be extended or renewed except in writing by RIPL. If terminated earlier or expired as per the term, DEALER shall have no claim against RIPL, in any case, for the investments made by the DEALER.”

74.I am not able to comprehend the basis on which the suggestions were put by the learned counsel for the Defendant. Ex.P20 gives the sales figure of Renault vehicles. That document has not been challenged by the Defendant. Clause 2.3 relates to promotion and sales of Renault products. Ex.P20 shows the sale of Renault vehicles. The Defendant have not put any question that the said documents contains concocted figures or that it has been prepared for the purpose of the case or that though sales has been effected, they are very much less than the average sales of other dealers in other areas.

75. With respect to clause 4, the Plaintiff had filed Ex.P10 which clearly show that a Demand Draft for Rs.15,00,000/- had been purchased by the Plaintiff bearing D.D.No.964904 dated 08.11.2010 in favour of Renault India Pvt. Ltd., and had been forwarded to the Defendant by covering letter dated 08.11.2010. Thus the Plaintiff had complied with the provision of the Security Deposit.

76. With respect to clause 5, which relates to the terms of the agreement, I hold that this clause has to be read in conjunction with the Letter of Intent which provided that 30 days' notice should be given in case of termination. Again clause 5 indicated that the term of agreement was only for one year and I have already held that this clause had been thrust upon the Plaintiff who had no alternate, but to agree to the same in view of the huge commitments which he had incurred towards the infrastructures created as a dealer of the Defendant. The evidence on that regard by both PW1 and PW2 had not been disputed or tested during cross-examination by the Defendant. Therefore, I hold that the Plaintiff had not violated any of the clause 2, 2.3 or 4 of the Dealership Agreement.

77.The Dealership Agreement Ex.P20 was terminated by the Defendant by letter dated 18.03.2013 in Ex.P22. Ex.P22 is as follows:

“Dated 18th March, 2013

To,
ARADHANA DISTRIBUTORS PVT LTD.,
Represented by Mr.Sanjay Kumar Patodia,
Director,
19, Jawahar Lal Nehru Road,
Kolkata – 700 087.
Dear Sir,

Sub: Intimation for Non-Renewal of Dealership Agreement.

Reference: Dealership Agreement dated 28.03.2012 executed between Renault India Private Limited and Aradhana Distributors Private Limited.

*With reference to the above subject, its informed that the Dealership Agreement dated 28.03.2012 executed between Renault India Private Limited and Aradhana Distributors Private Limited **shall expire on 27.03.2013.***

Further this is to inform you that, as per clause 5 of the said agreement, Renault India Private Limited will not renew the term of the agreement for any further period.

Thanking you,

Renault India Private Limited.” (Emphasis supplied)

It is seen that the defendant had given only effectively 9 days time of notice of termination. The letter is dated 18.03.2013. The date of expiry of the agreement was given as 27.03.2012. This is in clear violation of the stipulation indicated in the Letter of Intent Ex.P5.

78.It must also be stated that the Dealership Agreement in Ex.P13 had been extended by P19 dated 28.03.2012. During cross examination, PW1 had stated that they had protested over the appointment of another dealer at Kolkata. The cross examination was as follows:

“Ex.P19 is the extension of Ex.P13-dealership agreement dated 20.05.20211. We were in compliance of Annexure – III to Ex.P19. One more dealer was appointed during our two years of dealership. It was not the sister company of the Plaintiff. They were our co-dealer and competitor. We objected for the appointment of the one more dealer. Our objections were: (1) though we were assured that no further dealer would be appointed for a period of 5 years from the commencement of the plaintiff's dealership,

one more dealer was appointed, (2) as we had already made huge investments the appointment of second dealer made as unviable and (3) the new dealership was situated one and a half kilometre from our dealership. Our viability was threatened due to appointment of second dealer. To wade off the competition we continued our good services to the customers.”

79. It must be kept in mind that these statements were recorded during cross-examination, even though it appears that the witness was tendering examination in chief. During cross-examination he had very clearly stated the nature of objections of the Plaintiff. These statements were not subsequently put to further test by further cross-examination. Therefore, the above statements by PW-1 have to be taken as admitted by the Defendant. One aspect which has to be emphasised as admitted is the objection raised by the Plaintiff for appointment of an additional dealer in Kolkata.

80. I hold that on the basis of the above reasons, the Plaintiff had not violated the Dealership Agreements dated 20.05.2011 Ex.P13 and

also the subsequent Extension Agreement dated 28.03.2012 Ex.P19.

Issue No.1 is therefore answered in favour of the Plaintiff.

81.Issue No.2 relates to whether the Plaintiff complied with the terms and conditions under the Dealership Agreement during the grace period provided, post expiry of the same on 27.03.2013. It is the specific case of the Plaintiff that they had suffered loss on account of replacement of batteries of the vehicles which could not be sold and also on account of the stock of cars and spare parts not taken away by the Defendant and not transferred to other dealers against payment of money. It had been very specifically stated that there was no co-operation extended by the Defendant to liquidate the existing stock. With respect to the termination, the cross-examination of PW1 was as follows:

“Q:In your proof affidavit it is stated that the termination is illegal, whereas in accordance with Exs.P22 to P26, the termination is in terms of contractual terms and you agreed to the same?

A.While 30 days time is necessary as per agreement, only 9 days time was given for termination and further, the reason for termination was not mentioned.

Q.In Ex.P24, you have agreed to the termination and cited various personal difficulties for not complying with the contractual terms of the agreement?

A.I never agreed to the termination the company; we have not expressed any personal reason against the cause of the termination. We have always adided by the Company's norms. I was asked to close the dealership by simply citing the letter dated 18.03.2013.

.....

.....

Q.Ex.P27 shown to the witness. You have unconditionally accepted the decision for non renewal of the dealership?

A.This letter was signed by me, but the wording and the preconditions were those of the company. Because the company wanted me to give the resignation letter in lieu of two months extension. Secondly, the resignation was signed on 28.03.2013 which was the last date of the agreement.

Q.Ex.P28 shown to the witness. The defendant has addressed all the grievances raised by you. What do you

say?

A.This letter was not good enough to address any of our issues. Witness adds: It was simply a reply to our grievances. Not a single vehicle was transferred nor we could sell smoothly, post termination, because the company did not at all help us in doing so.

Q.Exs.P29 to P31 shown to the witness. In Ex.P30 you have cited your financial constraints and difficulty in performing your contractual obligation?

A.No.This is a letter dated 27.05.2013, which means post termination. I had mentioned earlier, viz. no support from the company, we only expressed that due to there being no support from the company for transfer of stock to other dealers, there was outstanding to the banks for the vehicles standing with us.”

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82.It is seen that the witness has very categorically stated that the Defendant had not come forward to support the Plaintiff for transfer of vehicles / stock to any other dealer. This statement which had been expressed during cross-examination have not been further put to test

during further cross-examination. Exs.P23 to 26 are electronic mails for which necessary certificate under Section 65 B of the Indian Evidence Act, have been given by the Plaintiff under Ex.P48. In all these letters the Plaintiff has protested against termination of the dealership.

83.PW-2 during his chief examination also stated about the non-cooperation extended by the Defendant. He was also not cross-examined on this aspects. The learned counsel for the Defendant pointed out Exs.P32 and P33 which are copies of e-mails dated 28.05.2013 and 30.05.2013 and stated that the Plaintiff had not fully satisfied with the terms and conditions even during the grace period granted.

84.I do not agree. The Plaintiff was working in a highly charged atmosphere. The Defendant had given only effectively 9 days notice before termination. The entire infrastructure provided by the Plaintiff was according to the designs stipulated by the Defendant. They cannot be used for any other purpose. The spare parts of Renault cars cannot be used for another vehicles. The showroom and outlay cannot again be modified to suit any other dealer. The Defendant had enticed the Plaintiff to continue themselves as dealers of the Defendant with legitimate expectation about the period of dealership and I hold that this legitimate

expectation has not been kept up by the Defendant.

85.It is also to be noted that the Defendant had not come forward to either mark admissible documents nor had issued subpoena to DW-1 to come forward to subject himself for cross-examination. It has to be stated therefore that the Defendant has no case to defend. They practically admit each and every statement made by the Plaintiff. Even during cross-examination, they have not put each and every document to challenge and they have not questioned the veracity of the documents produced by the Plaintiff.

86.It is seen that the Plaintiff has also sought a sum of Rs.1,22,33,963/- as losses suffered on account of sale of 118 vehicles on discount, since the Plaintiff was no longer the authorized dealer. These issues were not put during cross-examination to the witness for the Plaintiff. As a matter of fact in the plaint itself, a detailed breakup of the relief sought had been given and the same was not even referred to during cross-examination of PW-1.

87.In view of all these reasons, I hold that the Plaintiff had taken necessary and effective steps to comply with the terms and conditions of

the Dealership Agreement even during the grace period provided, post expiry of the same on 27.03.2013, but that there was no co-operation from the Defendant. The Defendant merely relied on the fact that it was a Principal to Principal Agreement. But even then, the Defendant should have realized that it was their reputation which was at stake. It was the reputation not only of the vehicles of the Defendant but of the Defendant as a trustworthy company and in this they have failed. I hold, this issue must be answered in favour of the Plaintiff and accordingly issue No.2 is answered in favour of the Plaintiff.

88. The learned counsel for the Defendant had relied on **(2018) 11 SCC 508, Nabha Power Limited (NPL) V. Punjab State Power Corporation Limited (PSPCL) & Another**, primarily for the ground that,

“The explicit terms of a contract are always the final word with regard to the intention of the parties. The multi-clause contract inter se the parties has, thus, to be understood and interpreted in a manner that any view, on a particular clause of the contract, should not do

violence to another part of the contract”.

89. This court is not re-interpreting the agreement between of the Plaintiff and the Defendant. However, Ex.P13 the Dealership Agreement had been thrust upon the Plaintiff limiting the period of dealership to just one year after calling upon the Plaintiff to enter into the Lease Agreement with third parties for a period of three to five years. The statements during evidence of PW-1 and PW-2 that a responsible officer of the Defendant had held out that stipulation of one year in Ex.P13 was only a formality and that the Dealership would be extended further are statements consistently made by the Plaintiff both in the plaint and in the evidence and which has not been questioned or disputed during cross-examination. Therefore, I hold that the Dealership Agreement Ex.P13 is not re-read by this Court.

90. The learned counsel for the Defendant had also relied on ***Kanchan Udyog Limited -Vs- United Spirits Limited***, reported in (2017) 8 SCC 237, with respect to reliance loss and expectation loss. Paragraph 30 is extracted below:

“30. That leaves the question with regard to reliance

loss and the expectation loss. Whether the two could be maintainable simultaneously or were mutually exclusive? In Pollock and Mulla, 14th Edn., Vol. II, p. 1174, the primary object for protection of expectation interest, has been described as to put the innocent party in the position which he would have occupied had the contract been performed. The general aim of the law being to protect the innocent party's defeated financial expectation and compensate him for his loss of bargain, subject to the rules of causation and remoteness. The purpose of protection of reliance interest is to put the plaintiff in the position in which he would have been if the contract had never been made. The loss may include expenses incurred in preparation by the innocent party's own performance, expenses incurred after the breach or even pre-contract expenditure but subject to remoteness. The following passage from the same is considered appropriate for extraction:

“No recovery for both, the expectation loss and the reliance loss.

Although the rules as to damages seek to protect both the expectation and the reliance interests, the innocent party cannot ordinarily recover both expectation loss viz. loss of profit, and reliance loss viz. expenses incurred in reliance on the promise;

that would involve double counting. He has to choose between the two measures.

However, he cannot claim reliance losses to put himself in a better position than if the contract had been fully performed: else, the award of damages for reliance losses would confer a windfall on the plaintiff, and would increase the damages in proportion to the claimant's inefficiency in performance, rather than in proportion to the gravity of the breach, and probably of normal principles of causation. In such cases, therefore, the plaintiff can recover the loss on account of the wasted expenditure or outlay only to the extent of the expected gain; and the onus of proving lies on the party committing the breach to show that the reliance costs (or any part of them) would not have been recouped, and would still have been wasted, had the contract been performed.””

91. In the instant case, the Plaintiff is seeking the loss which had been actually incurred as compensation and damages from the Defendant. The Plaintiff, as pointed out above, has claimed the loss on account of sales of the vehicles at a lessor price and the amount suffered owing to the setting up of specific showrooms, the amount suffered

owing to advertisements incurred, the penalty and interest paid for availing Channel Finance Facility from various banks, the refund of the security amount and the loss suffered owing to repayment of batteries which could not be sold. These are all amounts are recoverable from the Defendant in accordance with the Dealership Agreement. These are crystallized amounts. They are actual loss amounts suffered by the Plaintiff. Therefore, I hold that the issues certainly will have to be answered in favour of the Plaintiff.

Issue No.3:

92. This issue is whether the Plaintiff is entitled to claim any compensation from the Defendant. This issue is corollary to the discussions already made. The Plaintiff in the plaint itself stated that they have suffered loss owing to the marketing of vehicles which were not transferred to other dealers and the loss owing to the batteries which had to be replaced on the vehicles which were stranded and also the loss owing to the amounts invested in setting up Renault showroom, and the loss on the amounts spent advertisements on behalf of the Defendant, and the penalty and interest suffered on Channel Finance Facilities availed from various banks. These are all losses which have been directly

suffered by the Plaintiff owing to the promise made in the Letter of Intent Ex.P5, wherein, the Plaintiff was directed to take on lease areas for the showroom, for the spare parts area and for the warehouse for a period of three to five years. It had also been mentioned that the Plaintiff should incur advertisements expenses to promote the products of the Defendant. It had also been held out that the agreement was on Principal to Principal basis namely, that the Plaintiff had to purchase the vehicle in the first instance and then sell the same to the customers. The Plaintiff had complied with all the necessary requirements. The onus was on the Defendant to chose the option to reject the application of the Plaintiff. There was no compulsion on the part of the Defendant to accept the application made by the Plaintiff for dealership.

93. On the other hand, the Plaintiff had incurred huge expenses towards the infrastructure set up and taking on lease the lands as seen under Exs.P7, P8 and P9. The Plaintiff was put under compulsion to agree to the terms of the Defendant. There was no way of realizing the amounts already incurred except by acting as the dealer of the Defendant. The infrastructure modifications made were according to the specifications stipulated by the Defendant. The showroom and other

infrastructure facilities cannot be put to any other use. They cannot be used for marketing any other vehicle of any other company. They were Renault specific. Even the desks and chairs were according to the specifications of the Defendant. They cannot put to reuse. They cannot be sold to third parties. The expenses incurred were a burden which the Plaintiff had to carry. The only way they could lighten the burden was to accept the terms of the Defendant by entering into the Dealership Agreement and hoping that the vehicles of the Defendant are marketable and withstand competition and that the customers would appreciate the said vehicles. Such appreciation and marketability did not depend only on the advertisements and efforts taken by the Plaintiff, but also on the quality of the vehicles themselves. The vehicles should stand the test of competing with other vehicles of other manufacturing companies. There are vehicle manufacturers competing with the Defendant in India itself. Therefore, if a customer chooses to opt for a particular vehicle, it is also because he has evaluated every other vehicle of similar nature. The Plaintiff cannot be blamed if, customers choose to buy an alternate vehicle over the Renault cars. That choice is not dependent on the advertisements or on the facilities afforded in the showrooms of the Plaintiff. That choice is made on the quality of the vehicle as such.

94.The Defendant had shifted the blame on the Plaintiff without any bonafide reason. The Defendant had a responsibility to guide the dealers appointed to enhance sales. In the instant case, they have failed in discharge of this responsibility. Therefore, I hold that the Plaintiff is certainly entitled for damages with respect to the actual loss incurred by them.

95.The Plaintiff has also sought a sum of Rs.1,00,00,000/- as token loss of profit and another sum of Rs.1,00,00,000/- as damages for loss of reputation. I am not prepared to grant the said amounts to the Plaintiff, since there cannot be any expectation of profit that there would be sales of the vehicles of the Defendant. A scientific market study had not been done and presented to court, to project expected loss. The Plaintiff has also not given the reason for either limiting his claim to Rs.1,00,00,000/- for loss of reputation or for determining that amount as a loss of reputation. There is inadequate evidence on that aspect. Therefore, I hold that the Plaintiff would be entitled only for the following claims and I also further hold that the Plaintiff would be

entitled for interest at a minimum rate of 6% per annum on the said amounts awarded.

<i>Sl.No.</i>	<i>Description</i>	<i>Damages Suffered (Value in Rs.)</i>
1	Plaintiff suffered huge losses on the accounts of Sales.	1,22,33,963
2	Plaintiff suffered amounts invested for setting up the Renault Specific Showroom.	1,19,26,672
3	Plaintiff suffered invested for advertisements to increase the brand of the defendant with the Plaintiff.	15,09,691
4	Plaintiff suffered on account of penalty and interests payable on the Channel Finance Facility from various Banks, on account of the fact that it took plaintiff more than one year to liquidate Plaintiff more than one year to liquidate termination on account of the facts and circumstances with the Plaintiff.	1,50,16,287
5	Plaintiff as money admittedly recoverable from the Defendant, as per the terms and conditions of the Dealership Agreement.	42,00,000
6	As the refund of the security, out of the total security amount of Rs.15,00,000/- out of which Rs.12,00,000/- has already been refunded.	3,00,000
7	As losses suffered on account of replacement of batteries of the vehicles which could not be sold within reasonable times.	45,783
Total Amount		4,52,32,396

96.The Plaintiff would not be entitled for the following claims and

the claim on the following grounds are rejected:-

<i>Sl.No.</i>	<i>Description</i>	<i>Damages Suffered (Value in Rs.)</i>
1	As token loss of profits for the period 2014-2039 owing to the fact that a minimum span of the business was expected to be 25 years from the date of initiation.	1,00,00,000
2	As damages for the loss of reputation and name of the Plaintiff.	1,00,00,000
Total Amount		2,00,00,000

Issue No.4:-

96.In view of the above reasons, I hold that the suit is partly decreed and the Plaintiff is entitled for a decree for a sum of Rs.4,52,32,396/- (Rupees Four Crores Fifty Two Lakhs Thirty Two Thousand Three Hundred and Ninety Six only) together with interest at 6% per annum from the date of the suit till date of realization and for costs.

97.Registry is delegated by the Court to determine the costs as per the Bill of Costs submitted by the Plaintiff in accordance with Section 35 of C.P.C., as amended by the Commercial Courts Act, 2015. The Plaintiff is specifically entitled to the fees and expenses of the witness, the legal fees and expenses incurred and for any other expenses incurred in connection with the judicial proceedings and also for recovery of the

actual Court fees paid into Court.

10.02.2021

smv

Index : Yes / No

Internet : Yes / No

Speaking order : Yes / No



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List of Witness in C.S.No.621 of 2016

P.W.1 – Sanjay Kumar Patodia

P.W.2 – Kunal Patodia

List of Exhibits:

1. Ex.P1 : Copy of the profile about Mr.Sanjay Kumar Patodia.
2. Ex.P2 : Copy of the Board Resolution authorizing by Mr.Sanjay Kumar Patodia (director)
3. Ex.P3 : Copy of the advertisement in newspaper issue by the defendant.
4. Ex.P4 : Copy of the application form for the dealership along with the documents.
5. Ex.P5 : Copy of the Letter of Intent dated 30.09.2010.
6. Ex.P6 : Copies of the necessary permissions obtained by the plaintiff for the running of the showroom.
7. Ex.P7 : Copy of the Licence Agreement of the R.S.Dag.No.790 of Mouza Tarda Kapasati, Kolkata Leather Compled.
8. Ex.P8 : Copy of the License Agreement for premises located at No.670, Uttarpanchangram Paschim Chowbegha, Kokata.
9. Ex.P9 : Copy of the Service Agreement dated 01.04.2012.
10. Ex.P10 : Copy of the letters detailing the transaction of Rs.15 lakhs and refund of Rs.12 lakhs.
11. Ex.P11 : Copies of the detail of the Channel funding and interest accrued from various banks from the date of the LOI till the date of illegal and wrongful termination of the dealership.
12. Ex.P12 : Copies of the detailed excel sheets and the invoices of the

vendors as well as their payment confirmations expenses of opening the showroom.

13. Ex.P13 : Copy of the dealership agreement dated 20.05.2011.
14. Ex.P14 : Copy of the e-mail sent to the defendant for seeking disbursal of the balance payment dated 18.12.2011.
15. Ex.P15 : Copy of the detailed list and copies of the advertisements and the bills/receipts of the payments made for promotion of business.
16. Ex.P16 : Copy of the list of employees and salary details.
17. Ex.P17 : Copies of e-mails showing the appreciation of plaintiff written by the defendant dated 21.09.2011.
18. Ex.P18 : Copies of e-mails showing the design dictates of the defendant.
19. Ex.P19 : Copies of the renewed dealership agreement dated 28.03.2012.
20. Ex.P20 : Copies of the sales details for the period 2011 to 2013.
21. Ex.P21 : Copy of the balance sheet for the period of 2011 to 2013.
22. Ex.P22 : Copy of the letter dated 18.03.2013
23. Exs.P23 to P26 : Copies of e-mails dated 26.03.2013, 23.03.2012, and 28.03.2012.
24. Ex.P27 : Copy of the resignation resigning from dealership dated 28.03.2013.
25. Ex.P28 : Copies of the e-mails dated 10.04.2013.
26. Exs.P29 to P35 : Copies of the e-mails dated 21.05.2013, 27.05.2013, 29.05.2013, 28.05.2013. 30.05.2013, 17.06.2013 and

21.06.2013.

27. Ex.P36 : Copy of the advertisement dated 19.06.2013.
28. Ex.P37 : Copy of the list of the said stock of 85 cars existing as on 31.05.2013
29. Ex.P38 : Copy of the sheet of names of the parties/customers and for loss of bookings.
30. Ex.P39 : Copy of the detailed list of the spare parts.
31. Ex.P40 : Copy of the details for project profits.
32. Ex.P41 : Copy of the application under Section 9 of the Arbitration and Conciliation Act, 1996 (being O.A.No.521 and 522 of 2013 for reply).
33. Ex.P42 : Copy of the reply of O.A.No.521 and 522 of 2013.
34. Ex.P43 : Copies of the sales invoices for the period of 01.06.2013 to December 2013 for 85 Renault vehicles.
35. Ex.P44 : The details of the batteries replacement 85 Renault vehicles.
36. Ex.P45 : Copies of the details regarding losses occurred on account of penal interests on the channel finances availed by the plaintiff.
37. Ex.P46 : Copy of the letter dated 01.07.2014 by the defendant.
38. Ex.P47 : Copy of the order dated 29.03.2016 in the arbitration proceedings by the Hon'ble High Court of Madras in O.A.No.521 to 522 of 2013.
39. Ex.P48 : Copy of the affidavit filed by the plaintiff U/s.65B of the Indian Evidence Act.

D.W.1 – Arvind Mohan. (The witness did not subject himself for cross-examination)

List of Exhibits:

1. Ex.D1 : Photocopy of minutes of the meeting between the plaintiff and the defendant recording the fact that the balance 60% of the one time financial support was not considered for payment by defendant company dated 23.07.2013.
2. Ex.D2 : Photocopy of e-mail sent by the defendant appraising performance of the plaintiff dated 27.04.2012.
3. Ex.D3 : Photocopy of e-mail sent by plaintiff detailing out arrangements to be made for launch of 'Duster' dated 21.05.2012.
4. Ex.D4 : Photocopy of e-mail sent by the defendant to the plaintiff seeking explanation for the complaints received dated 21.01.2013.
5. Ex.D5 : Photocopy of e-mail sent by the defendant to the plaintiff containing a detailed report on the test drive performance of the plaintiff dated 21.01.2013..
6. Ex.D6 : Photocopy of Reply sent by the plaintiff admitting lapse and claiming oversight dated 30.01.2013.
7. Ex.D7 : Photocopy of e-mail sent by the plaintiff to the defendant apologizing for selling vehicles under a different name 'Maa Durga Automobiles' dated 28.04.2013.
8. Ex.D8 : Photocopy of e-mail sent by the defendant to the plaintiff for not complying with the requirements of showrooms dated 17.01.2013.
9. Ex.D9 : Original of Power of Attorney in favour of Mr.Arvind Mohan dated 19.11.2019.

10.02.2021

C.V.KARTHIKEYAN, J.,

smv



Pre-Delivery Judgment made in

C.S.No.621 of 2016

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