



A.No.4974 of 2021 Batch

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Order reserved on	11.08.2022
Order pronounced on	28.09.2022

CORAM

The Hon'ble Mr. Justice SENTHILKUMAR RAMAMOORTHY

Application Nos.4974 & 4975 of 2021
and
A.Nos.1073 to 1076, 1642 to 1645 & 1647 of 2022
in
C.S.No.950, 303,401 and 403 of 2017

1.Punjab National Bank

(A body corporate, constituted by and under the Banking Companies(Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Plot No.4, Dwarka, Sector 10, New Delhi and one of its branches at Zonal Sastra, 1st Floor, 7, Bhikaiji Cama Place, New Delhi -110066.

2.Canara Bank

(A body corporate, constituted by and under the Banking Companies(Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office at 112, J.C. Road, Bangalore -560 002 and Branch Office at Corporate Finance Branch, 1st Floor, 170, Eldams Road, Teynampet, Chennai - 600 018.



3.UCO Bank

(A body corporate, constituted by and under the Banking Companies(Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office at 10, B.T.M. Sarani, Kolkata-700 001, India and its Flagship Corporate Branch at first Floor, Mafatlal Centre, Nariman Point, Mumbai – 400 021.

4.Bank of Baroda

(A body corporate, constituted by and under the Banking Companies(Acquisition and Transfer of Undertakings) Act, 1980 and having its head office at Baroda House, PB No.506, Mandvi, Baroda – 390 006, and one of its branches amongst others at 178/180, Jawahar Nagar Phataka, Road No.2, Goregaon (West) Mumbai-400 062, Maharashtra.

5.State Bank of India

(A body corporate, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021 and one of its branches at No.155, Anna Salai, Chennai- 600 002.

6.AXIS Bank Limited

(A banking company incorporated under the Companies Act,1956 and carrying on its business in terms of the Banking Regulation Act, 1949 and having its registered office at Trishul, 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellisbridge, Ahmedabad – 380 006 and having its branch office at 82, Dr.Radhakrishnan Salai, Chennai.



A.No.4974 of 2021 Batch

7.Bank of India

(A body corporate, constituted by and under the Banking Companies(Acquisition and Transfer of Undertakings) Act, 1970 and having its head office at Star House, Bandra Kurla Complex, Bandra East, Mumbai – 400 051 and having a Branch Office amongst other places at Mid Corporate Branch, Bank of India Building, 27/80, M.G.Road, Mumbai – 400 023.

8.Indian Bank

(A body corporate, constituted by and under the Banking Companies(Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Tamil Nadu-600 014 and one of its branches at New Delhi Main Branch, G-14, Cannaught Circus, New Delhi- 110 001.

9.Asset Reconstruction Company of India Limited

(the successor of L & T Infrastructure Finance Company Limited). A company having its registered office at the Rebu, 10th floor, 29th Senapati Bapat Marg, Dadar(West), Mumbai-400028. ... Applicants/Proposed Respondents

VS.

1.M/s.IL & FS Financial Services Limited,

No.498, Karumuttu Centre,
3rd Floor, South Wing, Anna Salai,
Nandanam, Chennai – 600 035. ... Respondent/Decree Holder

2.M/s.Ind Barath Thermal Power Limited,

New No.20, (Old No.129), Chamiers Road,
Nandanam, Chennai – 600 035. ... 2nd Respondent/Judgment Debtor



A.No.4974 of 2021 Batch

3.M/s.Trimex Industries Pvt. Ltd.

Trimex Tower No.1, Subbaraya Avenue,

C.P. Ramasamy Road,

Alwarpet, Chennai – 600 018.

... 3rd Respondent

4.M/s.Millennium Steel India Pvt. Ltd.,

No.96, Halls Road, 3rd Floor,

Kilpauk, Chennai – 600 010.

... 4th Respondent

5.M/s.Black Burn Fuels Pvt. Ltd.,

No.7, Temple Street, New Avadi Road,

Kilpauk, Chennai – 10.

... 5th Respondent

PRAYER IN A.No.4974 of 2021: This Application is filed under Order XIV Rule 8 of O.S. Rules r/w Order 1 Rule 10(2) CPC praying to implead the proposed respondents 1 to 9 as respondents in E.P.No.69 of 2018.

Applicants : Mr.E.Om Prakash, Senior Counsel
for Mr.Dinesh Kumar

Respondents : Mr.P.V.S.Giridhar
for M/s.Giridhar & Sai for R1

Mr.Chandramouli Prabhakar for R2

Mr.T.R.Rajagopalan
Senior Advocate
Assisted by Mr.V.Ananda Natarajan
For R-3

Mr.A.R.L.Sundaresan,
Senior Advocate for R-4
Assisted by



A.No.4974 of 2021 Batch

Mrs.Revathi Manivannan
Mr.Yashod Vardhan,
Senior Advocate for R-5
Assisted by
Mrs.Revathi Manivannan

COMMON ORDER

Four suits were filed by creditors of Ind Barath Thermal Power Limited (Ind Barath) seeking to recover amounts due and payable by Ind Barath. In each suit, at the pre-trial stage, orders were passed against a common garnishee, TANGEDCO. Later, each suit was decreed. The details of the said suits, the amounts deposited by the garnishee and the decrees passed therein are set out below:

S.No.	Suit No.	Parties to the Suit	Amount deposited by garnishee	Amount Decreed
1.	C.S.No.950 of 2017 and A.No.8276 of 2017	<i>IL&FS Financial Services Ltd. v. Ind Barath Thermal Power Ltd. & Ors.</i>	-	Rs.103,60,84,933 (17% further interest on the sum of Rs.94,25,38,482)
2.	C.S.No.401 of 2017 and A.Nos.3680/2017, 1429 and 4500/2018	<i>Millenium Steel India Pvt. Ltd. v. Ind Barath Thermal Power Ltd.</i>	Rs.34,94,04,036	Rs.33,05,02,000 (10.5% interest from 09.11.2018 till the date of realisation)
3.	C.S.No.303 of 2017 & O.A.No.1110 of 2017 & A.Nos.3843 of 2017, 4499 of 2018, 6206 of 2018, 3962 of 2019	<i>Trimex Industries Pvt Ltd. v. Ind Barath Thermal Power Ltd.</i>	Rs.28,46,18,581	Rs.22,17,05,264 (10.5% interest from 08.11.2018 till the date of realisation)
4.	C.S.No. 403 of 2017	<i>Black Burn Fuels Private Ltd. v. Ind Barath Thermal Power Ltd.</i>	Rs.26,22,72,567	Rs.12,42,27,000 (11% interest from the date of suit till the date of realisation)



WEB COPY

E.P.No.69 of 2018 was filed to execute the decree in C.S.No.950 of 2017 and the petitioner therein prayed for attachment of the entire sums lying to the credit of C.S.Nos.303, 401 and 403 of 2017 and for payment of the sums lying therein towards satisfaction of the decree passed in the suit. Separately, Application Nos.3605, 3606, 3923 of 2021 in C.S.Nos.401, 403 and 303 of 2017, respectively, were filed by the respective plaintiff seeking payment out of monies lying to the credit of the respective suit. By order dated 29.11.2021, the Court ordered rateable distribution to the creditors in the manner set out below:

Name of Party	Amount in %	Amount to be paid (in Rupees)
Trimex Industries Pvt. Ltd.	14.99%	16,84,31,151.00
Millennium Steel India Pvt. Ltd.	22.32%	25,09,60,166.00
Blackburn Fuels Pvt. Ltd.	9.51%	10,69,27,920.00
IL & FS Financial Services Limited	53.18%	59,79,41,831.00

Pursuant to the above mentioned order, it appears that the amounts directed to be paid to the four decree holders were paid to them. In these facts and circumstances, a consortium of banks of which Punjab National Bank is the lead bank has filed multiple applications. These applications may be classified into three categories: (a) applications to implead the banks as



A.No.4974 of 2021 Batch

respondents in E.P.No.69 of 2018; (b) applications to stay the operation of the order dated 29.11.2021; and (c) applications to set aside the order.

2. Oral arguments were made by Mr.E.Om Prakash, learned senior counsel for the consortium of banks; Mr.P.V.S.Gridhar, learned counsel for M/s.IL & FS Financial Services Limited(IFIN); Mr.Chandramouli Prabhakar, learned counsel for Ind Barath; Mr.T.R.Rajagopalan, learned senior counsel for Trimex Industries Pvt Ltd (Trimex); Mr.A.R.L.Sundaresan, learned senior counsel for Millennium Steel India Pvt Ltd (Millenium Steel); and Mr.Yashod Vardhan, learned senior counsel for Blackburn Fuels Private Limited (Blackburn Fuels).

3. Mr.E.Om Prakash, learned senior counsel, submitted that garnishee orders were passed in the four suits while the suits were at the pre-decree stage. Pursuant thereto, the garnishee, TANGEDCO, deposited amounts due and payable to Ind Barath to the credit of the respective suit. Thereafter, by order dated 29.11.2021, the amounts lying to the credit of the respective suit were directed to be paid to the decree holders in specific proportions. Learned senior counsel submitted that the applicants had a



A.No.4974 of 2021 Batch

court should not prejudice any party and that if such prejudice is caused, the court may remedy the situation under the principle of *pro interesse suo*. For this proposition, reliance was placed on the judgment of the Calcutta High Court in *Central Bank of India v. Srish Chandra Guha & another*, AIR 1972 Calcutta 345.

5. In response to these submissions, Mr.Yashod Vardhan, learned senior counsel for Blackburn Fuels submitted that these applications are not maintainable because monies were disbursed pursuant to the order dated 29.11.2021. Upon disbursement of money, he submitted that the situation is analogous to the sale of the attached property under Clause (a) of the proviso to Order XXI Rule 58(1). As a corollary, the objection of the banks cannot be entertained at this juncture. With regard to the application of the principle of *pro interesse suo*, he submitted that the said principle cannot be applied in disregard of Clause (a) of the proviso to Order XXI Rule 58(1). The next submission was that the banks were fully aware of the proceedings before this Court, but were not diligent in protecting their rights. On this issue, reference was made to the minutes of the meeting of the consortium of banks on 27.02.2020 at Delhi. At this meeting, he pointed out that the



A.No.4974 of 2021 Batch

members of the consortium noticed that a sum of Rs.91 crores plus accrued interest thereon had been deposited under orders of this Court. By referring to paragraph 10 of the affidavit filed by the banks in support of their applications, he stated that the averments contained therein also evidence prior knowledge about the proceedings by the banks. Therefore, he submitted that these applications are liable to be rejected in terms of Clause (b) of the proviso to Order XXI Rule 58 also. The Memorandum of Understanding dated 13.12.2018 between the Ex-management of Ind Barath and Millennium Steel and, in particular, Clause - G to I of the recitals thereof, was relied on to contend that this document discloses knowledge of the amounts available with the Madras High Court pursuant to deposit by the garnishee.

6. Learned counsel for the Resolution Professional of Ind Barath made brief submissions thereafter. He pointed out that the corporate insolvency resolution process (CIRP) commenced on 30.12.2021 and is on going. He stated that the CIRP is at the stage of invitation of expressions of interest from prospective resolution applicants. With regard to amounts deposited by the garnishee to the credit of the four suits referred to above,



A.No.4974 of 2021 Batch

he submitted that a sum of Rs.7,92,41,602/- is still lying in court deposit after disbursement of amounts to the four decree holders, and that this amount should be made available to Ind Barath.

7. Mr.P.V.S.Giridhar, learned counsel for IFIN, made submissions next. His first submission was that the applications are not maintainable. With reference to the judgment of the Calcutta High Court, he pointed out that paragraph 20 thereof refers to Order XXI Rules 58 and 63 CPC. Therefore, he stated that the principle of *pro interesse suo* would apply in the Indian context only in conformity with the requirements of Order XXI Rules 58 to 63. His next contention was on the basis of letter dated 31.12.2017(Ex.P20), whereby Punjab National Bank, as the lead bank of the consortium, consented to the appropriation of receivables from TANGEDCO by IFIN. By drawing reference to the order dated 29.11.2021, he pointed out that the Court recorded the categorical finding that the monies ceased to be the property of the judgment debtor. Therefore, he submitted that these applications are no longer maintainable under Order XXI Rule 58.



8. Mr.T.R.Rajagopalan, learned senior counsel for Trimex, submitted that the applications are not maintainable under Order XXI Rule 58 CPC at this juncture. He relied upon the judgment of the Hon'ble Supreme Court in *Kancherla Lakshminarayana v. Mattaparthi Syamala and Ors.(Kancherla Lakshminarayanana)*, (2008) 14 SCC 258, and, in particular, paragraph 23 and 26 thereof, to contend that the rights under Order XXI Rule 58 cannot be exercised at this juncture. Since the banks have a charge over other assets, he submitted that they have the option of filing a suit with regard to other assets.

9. Mr.A.R.L.Sundaresan, learned senior counsel, made submissions on behalf of Millennium Steel. His first contention was that the applications are not maintainable because of the commencement of CIRP. As a result thereof, he stated that a moratorium is in force. The second submission was that the banks have presented these applications after considerable delay. By drawing reference to the MoU dated 13.12.2018, he pointed out that the recitals thereto referred to the deposit made by TANGEDCO pursuant to orders of this court. He pointed out that this agreement was placed before the jurisdictional NCLT in proceedings to



A.No.4974 of 2021 Batch

which the banks were parties. He also referred to the order of the National Company Law Appellate Tribunal (NCLAT) dated 30.01.2019 and pointed out that the said order discloses the knowledge of the banks as regards the garnishee order. On such basis, he submitted that these applications were filed about one year and 10 months after the applicants had full knowledge about the proceedings. For both the above reasons, he contended that these applications should be rejected.

10. By way of rejoinder, Mr.Om Prakash, learned senior counsel, submitted that the suitors before this Court were aware of the existence of a charge in favour of the banks, but failed to disclose the same. As regards knowledge of the proceedings by the banks, he stated that the banks were aware of the suits and the garnishee orders passed therein. However, the banks were not aware of the proceedings under which the deposited amounts were directed to be rateably distributed to the decree holders. As regards the no objection letter, he submitted that such no objection was given only in respect of IFIN. Since IFIN was a member of the consortium, he stated that the no objection was given so as to make appropriate adjustments as regards other recoveries from Ind Barath. He concluded his



submissions by reiterating that an order of this Court should not cause prejudice to any party and, if so, such party should not be deprived of a remedy.

11. The first question that arises upon considering the contentions of the contesting parties is with regard to the maintainability of these applications at this juncture. The maintainability issue is raised on two distinct grounds: the first, relating to the moratorium in force due to the initiation of CIRP proceedings against the corporate debtor; and the second, relating to clause (a) and (b) of the proviso to sub-rule (1) of Order XXI Rule 58 CPC. The moratorium is dealt with first. Section 14 of the Insolvency and Bankruptcy Code, 2016 (the IBC) is set out, in relevant part, below:

“14. Moratorium.—(1) Subject to provisions of sub-sections (2) and (3), on the insolvency commencement date, the Adjudicating Authority shall by order declare moratorium for prohibiting all of the following, namely—

(a) the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;



(b) transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;

(c) any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);

(d) the recovery of any property by an owner or lessor where such property is occupied by or in the possession of the corporate debtor....”

12. S.14(1)(a) of the IBC is wide in amplitude and imposes a moratorium on the institution or continuation of suits or proceedings, including arbitration or execution proceedings, against the corporate debtor while the CIRP is in force. The object and purpose is to temporarily protect the corporate debtor from such proceedings and thereby enhance the likelihood of insolvency resolution and value maximisation, which are the objects of the IBC. From the above, it follows that protection is extended only to the corporate debtor and not other parties. In *P.Mohanraj & Ors. v. Shah Brothers Ispat Pvt. Ltd. (Mohanraj)*, (2021) 6 SCC 258, the Supreme Court turned the spotlight on the object of S.14 IBC by referring to the



Report of the Insolvency Law Committee, 2020. Paragraph 30 of the said

judgment is extracted, in relevant part, below:

“30. It can be seen that Para 8.11 refers to the very judgment under appeal before us, and cannot therefore be said to throw any light on the correct position in law which has only to be finally settled by this Court. However, Para 8.2 is important in that the object of a moratorium provision such as Section 14 is to see that there is no depletion of a corporate debtor's assets during the insolvency resolution process so that it can be kept running as a going concern during this time, thus maximising value for all stakeholders. The idea is that it facilitates the continued operation of the business of the corporate debtor to allow it breathing space to organise its affairs so that a new management may ultimately take over and bring the corporate debtor out of financial sickness, thus benefitting all stakeholders, which would include workmen of the corporate debtor...”

Similarly, in *Swiss Ribbons (P) Ltd. v. Union of India*, (2019) 4 SCC 17, it was held in paragraph 28 as follows :

“28. It can thus be seen that the primary focus of the legislation is to ensure revival and continuation of the corporate debtor by protecting the corporate debtor from its own management and from a corporate death by liquidation. The Code is thus a beneficial legislation which puts the corporate debtor back on its feet, not being a mere recovery legislation for creditors. The interests of the corporate debtor



have, therefore, been bifurcated and separated from that of its promoters/those who are in management. Thus, the resolution process is not adversarial to the corporate debtor but, in fact, protective of its interests. The moratorium imposed by Section 14 is in the interest of the corporate debtor itself, thereby preserving the assets of the corporate debtor during the resolution process. The timelines within which the resolution process is to take place again protect the corporate debtor's assets from further dilution, and also protects all its creditors and workers by seeing that the resolution process goes through as fast as possible so that another management can, through its entrepreneurial skills, resuscitate the corporate debtor to achieve all these ends."

13. After examining the object of the moratorium, in paragraph 102 of **Mohanraj**, only the corporate debtor was excluded from liability under S.138/141 of the Negotiable Instruments Act and not any other person against whom proceedings were instituted. Applying the said principle to these applications, it should be noted that these applications were filed by the consortium of banks against the decree holders, garnishee and the corporate debtor. However, it is pertinent to notice that no relief is prayed for against the corporate debtor. Besides, the earlier order of this Court contained the finding that the disbursed amounts were no longer the assets



of the corporate debtor and are assets of the respective decree holder.

Consequently, any order of this Court in these applications will neither prejudice the interest of the corporate debtor nor impact the CIRP in any manner. Therefore, the consideration of these applications is not precluded by the moratorium.

14. In order to decide the next ground on which the maintainability of these applications is assailed, it is necessary to closely examine Order XXI Rule 58 CPC, which is set out below:

"58. Adjudication of claims to, or objections to attachment of, property -

(1) Where any claim is preferred to, or any objection is made to the attachment of, any property attached in execution of a decree on the ground that such property is not liable to such attachment, the Court shall proceed to adjudicate upon the claim or objection in accordance with the provisions herein contained:

Provided that no such claim or objection shall be entertained -

(a) where, before the claim is preferred or objection is made, the property attached has already been sold; or

(b) where the Court considers that the claim or objection was designedly or unnecessarily delayed.

(2) All questions (including questions relating to right, title or interest in the property attached) arising between



WEB COPY



A.No.4974 of 2021 Batch

the parties to a proceeding or their representatives under this rule and relevant to the adjudication of the claim or objection, shall be determined by the Court dealing with the claim or objection and not by a separate suit.

(3) Upon the determination of the questions referred to in sub-rule (2), the Court shall, in accordance with such determination,-

(a) allow the claim or objection and release the property from attachment either wholly or to such extent as it thinks fit; or

(b) disallow the claim or objection; or

(c) continue the attachment subject to any mortgage, charge or other interest in favour of any person; or

(d) pass such order as in the circumstances of the case it deems fit.

(4) Where any claim or objection has been adjudicated upon under this rule, the order made thereon shall have the same force and be subject to the same conditions as to appeal or otherwise as if it were a decree.

(5) Where a claim or an objection is preferred and the Court, under the proviso to sub-rule (1), refuses to entertain it, the party against whom such order is made may institute a suit to establish the right which he claims to the property in dispute; but, subject to the result of such suit, if any, an order so refusing to entertain the claims or objection shall be conclusive."

The proviso to sub-rule (1) sets out the circumstances in which a claim or objection should not be entertained. The first circumstance stipulated therein



is where the property attached by court was sold before the claim is preferred or the objection is made. In **Kancherla Lakshminarayana**, the meaning of the expression “sold” was examined and the Supreme Court concluded that it should be understood meaningfully. Therefore, it was held that an objection may be entertained after the auction sale because the sale had not been confirmed. If the principle formulated therein is applied by analogy to this case, the property is the money due and payable by TANGEDCO to Ind Barath. Pursuant to orders passed in applications under Order XXI Rule 46 CPC, at the pre-decree stage, these amounts were deposited to the credit of the respective suit. After the suits were decreed, by order dated 29.11.2021, the monies were directed to be disbursed in specified proportions to the decree holders. The Court proceeded to record the following finding in paragraph 62(d) of the order:

“d) In view of the order directing the rateable distribution of the monies lying to the credit of the suits in C.S.Nos.303 of 2017, 401 of 2017, and 403 of 2017, the amounts shall cease, forthwith, to be the property of the judgment debtor in view of the decision of the Supreme Court in Kotak & Co. v. State of U.P., (1987) 1 SCC 455, and shall vest with the decree holders in the proportion set out in paragraph 62(c) supra”



As a result of the above finding, the property has vested in the specified proportion in the respective decree holder and has ceased to be the property of Ind Barath. Therefore, the objections of the consortium of banks cannot be entertained at this juncture. Although extensive submissions were made by learned senior counsel for each decree holder with regard to the intentional or unnecessary delay on the part of the banks in filing and prosecuting these applications, it is unnecessary to examine the said contention and record findings thereon because of the conclusion reached with regard to the non maintainability of the applications as a result of the money being disbursed to the decree holders.

15. The only issue that remains to be considered is whether this decision would leave the banks without remedy and whether the principle of *pro interesse suo* would enure to their benefit. Sub-rule (5) of Order XXI Rule 58 provides for the institution of a suit by a party whose application raising objections to the attachment was rejected at the threshold under the proviso to sub-rule 1. Since the objections of the banks were rejected at the threshold, the banks are entitled to institute a suit to canvass their grievances. While on this issue, it should be noticed that a hypothecation, in



theory, enables the holder of interest in hypothecated property to enforce such interest against the asset notwithstanding transfer thereof. Whether the banks, in this case, are entitled to do so should be tested in the suit by examining the material documents and no opinion is expressed herein. Learned counsel for the resolution professional pointed out that a sum of Rs.7,92,41,602/- is still lying to the credit of the suits after disbursements were made to the four decree holders. He also pointed out that the CIRP commenced on 30.12.2021 and that expressions of interest were called for. The sum of Rs.7,92,41,602/-, which is said to be lying in court deposit and has not been disbursed, is an asset of the corporate debtor subject to the charge in favour of the secured creditors. Any action to claim this amount would be an action by and not against the corporate debtor. Therefore, it would be maintainable notwithstanding the moratorium. Hence, it is made clear that an appropriate application may be presented for purposes of transferring this amount by the resolution professional. Thereafter, it may be dealt with by the jurisdictional adjudicating authority under the IBC.

16. For reasons set out above, the applications to set aside the order dated 29.11.2021 are rejected on the ground that the said applications



A.No.4974 of 2021 Batch

are not maintainable after the amounts were disbursed to the respective decree holder. However, it is open to the banks to institute a suit in respect thereof against the decree holders. It is also open to the resolution professional to file an appropriate application with regard to the amounts lying to the credit of the suits. Since the applications to set aside the order dated 29.11.2021 were rejected, the applications for impleading the banks as parties to the execution petition and the applications for an interim stay of the order do not survive and are also rejected.

28.09.2022

Index : Yes
Internet : Yes
rrg



WEB COPY



A.No.4974 of 2021 Batch

SENTHILKUMAR RAMAMOORTHY, J.

rrg

Pre-Delivery Common Order in

A. Nos.4974 & 4975 of 2021

in

E.P.No.69 of 2018

and

A.Nos.1074 to 1076, 1642 to 1645

& 1647 of 2022

in

C.S.No.950, 303,401 and 403 of 2017



WEB COPY



A.No.4974 of 2021 Batch

28.09.2022



A.No.4974 of 2021 Batch

A.Nos.4974 and 4975 of 2021 in E.P.No.69 of 2018
and A.Nos.1073 to 1076, 1642 to 1647 of 2022

in A.Nos.3605, 3606 and 3923 of 2021 and E.P.No.69 of 2018
in C.S.Nos.303, 401, 403, 950 of 2017

SENTHILKUMAR RAMAMOORTHY, J.

By order dated 28.09.2022, a batch of applications by which the applicants prayed to set aside an earlier order dated 29.11.2021 were rejected. The matter is listed today upon being mentioned by learned counsel. The contesting parties are present. Learned counsel points out that A.No.1646 of 2022 has been inadvertently omitted from the cause title in the order. Secondly, it is pointed out that A.Nos.1642 to 1647 of 2022 were filed in A.Nos.3605, 3606, 3923 of 2021 and E.P.No.69 of 2018, but this is not reflected in the cause title.

2. Learned counsel for the counter party concurs that this represents the correct position.



A.No.4974 of 2021 Batch

SENTHILKUMAR RAMAMOORTHY, J.

WEB COPY

rna

3. The above mentioned errors are clearly clerical or typographical. As such, correction is warranted. The Registry is directed to re-issue the order after modifying the list of applications in the cause title as follows:

"A.Nos.4974 and 4975 of 2021 in E.P.No.69 of 2018

and A.Nos.1073 to 1076, 1642 to 1647 of 2022

in A.Nos.3605, 3606 and 3923 of 2021 and E.P.No.69 of 2018

in C.S.Nos.303, 401, 403, 950 of 2017"

4. Upon carrying out the above corrections, the order copy shall be issued as expeditiously as possible.

18.11.2022

rna

A.Nos.4974 and 4975 of 2021 in E.P.No.69 of 2018
and A.Nos.1073 to 1076, 1642 to 1647 of 2022
in A.Nos.3605, 3606 and 3923 of 2021 and E.P.No.69 of 2018
in C.S.Nos.303, 401, 403, 950 of 2017