IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved On	23.12.2022
Pronounced On	24.02.2023

CORAM

THE HON'BLE **MR.JUSTICE C.SARAVANAN**

C.S.No.74 of 2021
(Comm. Div.)

BSR Builders, Engineers and Contractors,
Rep. by its Managing Partner,
B.Raghavendra Reddy,
S/o.Dr.B.Sundararam Reddy,
Having Office at BSR Janus,
No.28/34, 2nd Floor, Tank Bund Road,
Nungambakkam, Chennai – 600 034. ... Plaintiff

Vs.

1.S.Rajasundram
2.S.Murugusundram ... Defendants

Prayer:- Civil Suit is filed under Order VII Rule 1 of C.P.C. read with Order IV Rule 1 of O.S. Rules and Provision 1 to Section 7 of Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015, praying to pass a Judgment and Decree against the defendants and their Agents or anyone acting under them as follows:-

(a) Directing defendants to pay a sum of Rs.5,67,55,927/- [Rupees Five Crores Sixty Seven Lakhs Fifty Five Thousand Nine Hundred and

Twenty Seven only] along with interest at the rate of 18% on the principal amount of Rs.3,72,17,002/- [Rupees Three Crores Seventy Two Lakhs Seventeen Thousand and Two only] from the plaintiff till date of payment to plaintiff.

(b) To pay the cost of the suit.

For Plaintiff : Mr.T.Srikrishna Bhagavat
for Mr.P.Subba Reddy

For Defendants : Mr.P.B.Balaji
for Mr.P.B.Ramanujam

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JUDGMENT

This Civil Suit has been filed by the plaintiff for the following reliefs:-

(a) To direct the defendants to pay the plaintiff a sum of Rs.5,67,55,927/-(Rupees Five Crores Sixty Seven Lakhs Fifty Five Thousand Nine Hundred and Twenty Seven) together with interest at the rate of 18% on the principal amount ofRs.3,72,17,002/- (Rupees Three Crores Seventy Two Lakhs Seventeen Thousand and Two)

(b) To the cost of the suit; and

(c) To such other relief on the facts and circumstances of the case.

2. The brief facts of the case are as follows:-

i. The plaintiff, a partnership firm engaged in the construction business had entered into a joint venture agreement to develop their land into a commercial complex with the owners of the land namely Mr.AS.Rasheed and Mrs.Hijjabunissa.

ii. As a consideration for putting the construction over the aforesaid land, the plaintiff was given 50% undivided land share (UDS) together with 50% share of construction (i.e10498.50 sq.ft in the ground floor and 10395.36 sq.ft in the first floor and 34150 sq.ft in the 4^{th} and 5^{th} floor) viz., housing a Mall and Theatre.

iii. The plaintiff conveyed to the defendants herein proportionate share in the land and built up area in terms of two Sale-cum-Construction Agreements both dated 13.3.2013 (Ex.P2/ExD2and Ex.P16/Ex.D1) detailing the amounts to be paid for the land and the construction being conveyed.

iv. Later, Ex. P3 Sale Deed dated 26.2.2014 and Ex.P4 Sale Deed dated 28.11.2014 were executed for conveying undivided share (UDS) in the land.

v. Details of the undivided share (UDS) in the land conveyed to the defendants vide Ex.P3 and P4 sale deeds pursuant to the above documents are as under:-

Date	Exhibits	Extent (sq.ft.) UDS	Consideration
26.02.2014	P3	3388	1,69,40,000/-
28.11.2014	P4	5803	2,90,15,000/-
		Total	4,59,55,000/-

vi. There are two versions of the Sale-cum-Construction Agreement dated 13.03.2013 vide Ex.P2 and Ex.P16 and Ex.D1 and D2. Dispute between the parties to this suit has arisen on account of the variance in the amounts mentioned in these pivotal document as Exhibits (Ex.P2/ExD2 and Ex.P16/Ex.D1) and the actual amounts that was paid by the defendants to the plaintiff.

vii. According to the plaintiff, the defendants were liable to pay the plaintiff a sum of Rs.22,00,00,000/-(Rs.12,75,00,000+ Rs.9,25,00,000) in terms of Ex.P2 and Ex.P16 towards total sale consideration for conveyance of land and for putting up construction. According to the defendants, the total sale consideration payable to the plaintiff in terms of Ex.D1 and Ex.D2 was only Rs.8,17,33,509/- (Rs.3,05,21,009+ Rs.5,12,12,500).

viii. Whereas, according to the plaintiff the actual amount paid by the defendants was only Rs.18,27,82,998/- towards total sale consideration for conveyance of land and for putting up construction.

ix. It is therefore the case of the plaintiff that the defendants were liable to pay a sum of Rs.3,72,17,002/- [Rs.22,00,00,000 – Rs.18,27,82,998] being the balance amount to be paid in terms of those extra pages in Ex.P1 and Ex.P16. The details of these exhibits and the total consideration for the built-up area and the cost of the undivided share in the land in Exs.P3 and P4 are given below:-

Sl. No.		Extra Pages in Exhibits Dated 13.3.2013 Marked by the Plaintiff/ Consideration		Built Up Area in sq.ft.	Exhibit Dated13.3.2013 Marked by the Defendants/Consideration		Built Up Area
	Theatre	Ex.P.2	Page		Ex.D2	Page	
1.	(5th&6th floor)	Rs.12,75,00,000	3*	17583.5	-	-	-
2.	(4th&5th floor)	Rs. 5,12,12,500	3	17075	Rs.5,12,12,500	3	17075
	Mall	Exhibit No. P16			Exhibit No. D1		
3.	Ground& 1st	<u>Rs.9,25,00,000</u>	3 &4*	10205.45	-	-	-

	Floor)						
4	(Ground & 1st Floor)	Rs.3,05,21,009	3	10446.93	Rs.3,05,21,009	3	10446.93

(*Extra copies of Page No.3 and 3 & 4 with the excess amounts in Exhibit P2 and P16).

xi. However, in Ex-P17 letter dated 3.7.2019 of the plaintiff addressed to the defendants, enclosing the extract of ledger maintained, the plaintiff has stated that the total sale consideration payable for both the 4th and 5th floor and Ground & 1st floor by the defendants to the plaintiff was Rs.19,37,53,510/-(Rs.12,06,98,928+Rs.7,30,34,581)

xii. It is the contention of the defendant that the total consideration payable was Rs.19,26,53,510/- at Rs.7,000/- per sq.ft [ie.10446.93sq.ft(+)17075sq.ft=27,521sq.ft x 70000=Rs.19,26,53,510/-].

xiii. In the written submissions, the defendants have admitted that an amount of Rs.19,26,53,510/- was payable which was more or less matches the amount of Rs.19,37,33,509 reflected in Ex.P17 Ledger of the defendants maintained by the plaintiff.

xiv. According to the defendant, the amount of Rs.19,26,53,510/- corresponds with the total area in Ex.D1 and Ex.D2 as also reflected in Ex.P2 and Ex.P16.

xv. In the written submission, the defendants have stated that the extra amount of Rs.26,43,483/-[Rs.19,52,96,993 - Rs.19,26,53,510] was paid towards provision for EB deposit, provision of common amenities, commission and miscellaneous charges.

xvi. The amounts payable by the defendants to the plaintiff as per the extra pages in Ex.P2 and Ex.P16 was Rs.22,00,00,000/- (Rs.12,75,00,000+ Rs.9,25,00,000).

xvii. The amount that was payable by the defendants to the plaintiff as per Ex.D1 and Ex. D2 was only Rs.8,17,33,509/- (Rs.3,05,21,009 + Rs.5,12,12,500).

xviii. The admitted fact remains that an amount of Rs.18,27,82,998/- was paid by the defendants to the plaintiff toward sale consideration for conveyance of the UDS in the land vide Ex.P3 Sale Deed dated 26.2.2014 and Ex.P4 Sale Deed dated 28.11.2014 and towards the built up area of the Mall and Theatre in Ex.D1 and Ex.D2.

xix. The defendants paid an amount of Rs.11,20,00,000/- in cash out of the total amount paid. A further sum of Rs.26,43,483/- was also paid. These amounts were not in accordance with admitted portion of

Ex.P2 and Ex.P16 & Ex.D1 and D2.

3. Following issues were framed by this Court after perusing the plaint, written statement and the documents of the plaintiff:-

(I) Whether the plaintiff is entitled for recovery of money from the defendants based on two Sale agreements 13.03.2013.

(ii) Whether the Sale Agreements dated 13.03.2013 are genuine or it has been forged in certain parts as claimed by the defendants?

(iii) What other relief is the plaintiff entitled for in the present suit.

4. On behalf of the plaintiff, its Managing Partner - Mr.B.Raghavendra Reddy was examined as PW1. On behalf of the plaintiff, Ex.P1-Ex.P16 were marked. During cross examination of DW1, Ex.P16-Ex.P19 were marked. Details of Ex.P1-Ex.P19 are as under:-

Sl. No.	Ex. No.	Date	Description
1	P1	15.10.2004	Firm Registration Certificate.
2	P2	13.03.2013	Sale Agreement between Plaintiff and Defendant.
3	P3	26.02.2014	Sale Deed executed by Plaintiff in favour of Defendants registered as Document No.1294 of 2014.
4	P4	28.11.2014	Sale deed executed by Plaintiff in favour of

			Defendants registered as Document No.8459 of 2014.
5	P5	07.07.2015	Panchanama.
6	P6	16.07.2015	Sworn Statement from Shri.B.Raghavendra Reddy and R.V.Vasanthi.
7	P7	11.08.2015	Sworn Statement from Shri.B.Raghavendra Reddy
8	P8	31.12.2017	Assessment Order for Assessment Year 2013-2014.
9	P9	31.12.2017	Assessment Order for Assessment Year 2014-2015.
10	P10	31.12.2017	Assessment Order for Assessment Year 2015-2016.
11	P11	31.12.2017	Assessment Order for Assessment Year 2016-2017.
12	P12	06.12.2018	Letter to the Principle Commissioner of Income Tax, Request for lifting of Attachment of Bank Account.
13	P13	12.03.2019	Balance Sheet for the Assessment Year 2018-2019 with Acknowledgment.
14	P14	31.10.2019	Balance Sheet for the Assessment Year 2018-2019 with Acknowledgment.
15	P15	07.03.2020	Legal Notice issued through the plaintiff counsel.
16	P16	13.03.2013	Sale and Construction Agreement.
17	P17	03.07.2019	Letter from Plaintiff to Defendants.
18	P18	29.03.2016	Lease Deeds executed.
19	P19	25.12.2016	Lease Deed in favour of CLINIPOLIC.

5. On behalf of the defendants, the 2nd defendant, Mr.S.Murugasundram was examined as DW1. On behalf of the defendants Ex.D1-D3 were marked. Details of Exs.D1-D3 are as under :-

Sl. No.	Ex. No.	Date	Description
1	D1	13.03.2013	Sale and Construction Agreement.
2	D2	13.03.2013	Sale and Construction Agreement.
3	D3	16.03.2020	Reply Notice

6. The defendants have filed a common written statement. The defendants are two brothers who have invested in the commercial complex developed by the plaintiff.

7. The defence of the defendants in their written statement is that the Commercial space agreed to be sold by the plaintiff and purchased by the defendants with regard to the ground and first floor was 10,446.93 sq.ft. and not 10,405 sq.ft. The total sale consideration was only Rs.3,05,21,009/- as per Ex.P16 and Ex.D1 Sale-cum-Construction Agreement and not Rs.9,25,00,000/- based on extra sheets.

8. Insofar as, the proportionate undivided share of 3388 sq.ft. in the land, Ex.P3 Sale Deed was executed on 26.02.2014 and registered for a sale consideration of Rs.1,69,40,000/-

9. It is the contention of the defendant that what was agreed to be sold by the plaintiff and purchased by the defendant was only 17075 sq.ft. of building space in 4th and 5th floors and not 17583.5 sq.ft in 5th and 6th floors. The total sale consideration was only Rs.5,12,12,500/- as per Ex.P2 and Ex.D2 Sale-cum-Construction Agreement and not Rs.12,75,00,000/- based on extra sheets.

10. Insofar as, the proportionate undivided share of 5,803 sq.ft. in the land Ex.P4 Sale Deed was executed on 28.11.2014 and registered for a sale consideration of Rs.2,90,15,000/-.

11. It was submitted that the plaintiff has lost sight of the fact that the actual agreements were only in respect of the ground and first and fourth and fifth floors and not fourth and fifth and fifth and sixth floors. It was further submitted that the plaintiff admitted its entitlement of 50%, share from the original land owners was only in respect of fourth and fifth floors apart from ground and first floors.

12. It is the contention of the defendants that the extra pages in Ex.P2 and Ex.P16 were fabricated pages and were forged with the signatures of the defendants which have been inserted along with other pages already in Ex.P2 and Ex.P16.

13. It was further submitted that by fabricating extra pages and by tweaking the amounts and the area conveyed in Ex.P2 and Ex.P16 the plaintiff seeks to recover the aforesaid amount of Rs.3,72,17,002/- [Rs.22,00,00,000– Rs.18,27,82,998] and further sum amounts towards interest at 18%. It is submitted that present suit was highly ambitious and was therefore liable to be dismissed with exemplary cost.

14. It was further submitted that a sum of Rs.11,20,00,000/- was paid by the defendants by way of cash on various dates. It was further submitted that apart from the said amount, the defendants have paid a total amount of Rs.8,32,96,993/- by RTGS and cheques on various dates.

15. It was further submitted that in all, a sum of Rs.19,52,96,993/- was paid by the defendants in full and final settlement and satisfaction of

the amount due and payable by the defendants to the plaintiff.

16. It was further submitted that the amount of Rs.3,72,17,002/- shown as "Receivables" from the defendants in the plaintiff's books of accounts and the income tax returns for the assessment year 2019-2020 was incorrect.

17. It was further submitted that and that the plaintiff has not shown that a sum of Rs.3,72,17,002/- was receivable from the defendant in the Income Tax Returns. It is further submitted that defendants have also not stated that the aforesaid sum of Rs.3,72,17,002/- was payable to the plaintiff in their returns and therefore, the defendants are not liable to pay the aforesaid amount to the plaintiff and therefore the question of payment of interest at the rate of 18% per annum also does not arise and hence, this suit was liable to be dismissed.

18. After the case was listed for arguments after respective counsel for the plaintiff and the defendant filed their respective written arguments, the plaintiff filed Application No. 6006 of 2022 to persuade this Court to obtain a report from a Hand Writing expert or from a from

a forensic lab to compare the signatures in page No.3 and page Nos.3 &4 of Ex.P2 and Ex.P16 with the signatures in other pages of these two documents which were admitted by the defendants.

19. The learned counsel for the plaintiff has placed reliance on the decision of this Court rendered in **Velmurugan versus K.M.Chandrashekar** rendered in C.R.P.(NPD) No 892 of 2016 on 24.7.2019 to state that this Court held that though the petitioner therein had an opportunity to file a fresh application for sending the documents for examination by a handwriting expert before the trial Court, petitioner did not choose the option by filing a fresh application for such exercise. However, it did not preclude the trial court to send the document for an opinion of an handwriting expert to arrive at a fair conclusion of the facts of the case.

20. A counter also has been filed to the above application stating that the application was created after the recording of the evidence was concluded on 29.3.2022 and thereafter, case was listed for arguments during April 2022 and thereafter, during December, 2022.

21. It was submitted that the plaintiff cannot derail the case at this stage after the recording of evidence was over. It is further submitted that nothing prevented the plaintiff to file such an application at an earlier stage and that the present application has been filed to fill up the *lacuna* in the evidence of the plaintiff and therefore, it is impermissible especially when the case was ripe for final arguments.

22. I have compared Ex.P1 and Ex.16 with Ex.D1 and Ex.D2 all dated 13.3.2013.

23. The request of the plaintiff to refer the Exhibits to a Hand Writing Expert is overruled as in the facts of the aforesaid case, the petitioner therein had filed an application I.A.No.137 of 2007 before the trial Court to examine the signature in the thumb impression affixed on the promissory note and the application was allowed by the trial Court and the material was forwarded to the Tamil Nadu Fingerprinting Bureau.

24. The Superintendent attached to the said Office had expressed difficulty inasmuch as the signature was smudged and therefore, returned the documents to be sent to the Assistant Director, Tamil Nadu Forensic Science Department. However, no steps were taken to send the document

thereafter and thereafter, a fresh attempt was made in the year 2013 for referring the signature for examination by a fingerprint expert at the office of the Assistant Director, Tamil Nadu Forensic Science Department.

25. The Court there noted the decision of the Hon'ble Supreme Court in **Ajit Savant Majagvai versus State of Karnataka (1997) 7 SCC 110**. There the Supreme Court observed that "As a matter of extreme caution in judicial sobriety, Court should not normally take upon itself the responsibility of comparing the disputed signature with that of the admitted signature or handwriting and in the event of slightest doubt, leave the matter to the wisdom of the experts. But, this does not mean that the Court has not the power to compare the disputed signature with the admitted signature as this power is clearly available under Section 73 of the Act".

26. A reading of the plaint and the written statement filed in the present case and the deposition of the witnesses indicate that both the plaintiff and defendant are partners of crime to dispose unaccounted cash in the hands of the defendant. It was their intention to evade income tax and stamp duty payable under the provisions of the Tamil Nadu Stamp

Act, and Service Tax under the provisions of the Finance Act, 1994.

27. The admitted facts on record indicate that the plaintiff has received a total sum of Rs.18,27,82,998/- (Ex-P3&P4 sale consideration - Rs.4,59,55,000/- (+) cash received - Rs.11,20,00,000/- (+) admitted payments received- Rs.2,45,00,000/- (+) credit given by plaintiff by adjusting rental advance received from cinepolis for a sum of Rs.3,27,998/-).

28. A large sum of Rs.11,20,00,000/- was paid by the defendants to the plaintiff in cash which is not reflected in (Ex.P2/Ex.D2 and Ex.P16/Ex.D1). This amount is more than the amount in these Exhibits namely, the amount in extra pages in Ex.P2 and Ex.P16. The defendants had an undisclosed income in cash.

29. The plaintiff also admitted to have received a sum of Rs.18,27,82,998/- from the defendant both in cash and through normal banking channel.

30. This amount was not reflected in (Ex.P2/Ex.D2 and Ex. P16/Ex. D1). The aforesaid amount of Rs.18,27,82,998/- includes the amount of Rs.4,49,55,000[1,69,40,000 +2,90,15,000] paid towards consideration under Ex.P3 and P4 Sale Deeds.

31. Thus, the defendants facilitated the plaintiff to evade taxes as these amounts were not to be brought into the books of accounts either by the plaintiff or the defendants. The truth about the above cash transactions came to the light of the search conducted at the premises of the defendant and the plaintiff under Section 132 of the Income Tax Act, 1961 between 06.07.2015 and 7.7.2015.

32. The plaintiff's premises was also sealed by the Income Tax Officers on 7.7.2015 under Section 132 (3) of the Income Tax Act, 1961, as is evident from Exhibit P6 Panchnama.

33. In the above background, separate assessment orders came to be passed on 31.12.2017, vide Ex P.8-11 for the plaintiff firm and its Managing Partner Shri.B.Raghavendra Reddy. These Exhibits reveal the

statement of the defendants, wherein they have admitted to have paid a sum of Rs.11,20,00,00,000/- in cash to the Managing Partner of the plaintiff Shri.B.Raghavendra Reddy.

34. The plaintiff cannot claim rights on the strength of extra pages in Ex.P2 and Ex.P16 Sale-Cum-Construction Agreement. Truth regarding the transaction remained hidden. The plaintiff was sanguine after having received a sum of Rs.11,20,00,00,000/- in cash over and above paid through Banking Channel.

35. The plaintiff intended to evade income tax and other statutory taxes. However, on account of the search conducted on the premises of the defendants under Section 132 of the Income Tax Act, 1961, the plaintiff suffered assessment orders dated 31.12.2017 vide Ex P.8-11 resulting in payment of tax. Part of the amount which the plaintiff lost on account of the income tax proceedings is being attempted to be recovered by this proceeding. It cannot be recovered from the defendants and certainly the court proceedings cannot be used as an accessory to recover amounts which were intended to commit economic crimes both by the

plaintiff and the defendants.

36. In this connection, following Legal Maxims are invoked:-

(i) "*Ex turpi causa non oritur actio* :- "No action can arise from an illegal act". "No court will lend its aid to a man who founds his cause of action upon an immoral or an illegal act".

(ii) "*Pari delicto potior est conditio defendentis*":- "Courts will refuse to enforce an illegal agreement at the instance of the person who is himself a party to the illegality or fraud"

(iii) "*Nullus commodum capere protect de injuria sua propria*.:- "No man can take advantage of his own wrong"."A party may not derive an advantage from its own unlawful acts".

37. That apart, on perusing originals of Ex.P2 and Ex.P16 and Ex.D1 and Ex.D2 Sale-Cum-Construction Agreement, there is a clear indication that extra sheets have been added by the plaintiffs.

38. In Ex.P16, all the regular pages starting from 1 to 11 have been

punched. Extra page Nos.3 and 4 in Ex.P16 which have the higher amounts have not been punched for being kept along with rest of the document. Extra page Nos.3 & 4 have not been punched. They have been inserted and stitched along with regular Page Nos.1-11 in Ex.P16

39. Regular pages1-11 in Ex.P16 are similar to pages in Ex.D2. That apart, extra page Nos.3 and 4 in Ex.P16 are of slightly different colour and thickness. There is also a minor variations in the font.

40. These 2 extra sheets are of slightly thicker gauge and are having signature of the plaintiff in blue colour as compared to signature in black ballpoint pen in rest of the sheets including the regular page Nos. 3 and 4 in Ex P.16.

41. That apart, the signature of DW1 Mr Murgasundram on these 2 extra sheets in page Nos.3 and 4 alone have been shown to have been signed in black colour ballpoint pen. On the other hand, all the sheets in Ex.P16 including the 2nd copy of the same document in Ex.D1 has been signed by DW1, Mr.Murgasundram with black ink gel pen. The first page in both Ex.P16 and Ex.D1 are however signed by the DW1,

Mr.Murgasundram in black colour ballpoint pen.

42. The above differences pointed out in Ex.P16 and Ex.D1 applies to extra copy of page No.3 in Ex.P2 and D2.

43. The above indicates that the signatures in the stamp paper were obtained separately. Thereafter, rest of the pages were filled up later and copies were exchanged between the parties. The extra copies of page Nos.3 and 4 have either been fabricated after the search proceedings or after income tax assessment orders were passed as otherwise income tax assessment would have been based on the extra copies of page(s) in Ex.P2 and Ex.P16.

44. Therefore, all the issues framed by this Court are to be answered against the plaintiff. Thus, the suit claim of Rs.5,67,55,927/- based on extra copies of page(s) in Ex.P2 and Ex.P16 cannot be the basis of the suit claim. Therefore, the suit is liable to be dismissed. It is accordingly dismissed. No costs.

NCC : Yes/No 24.02.2023
Internet : Yes/No
Index : Yes/No
Jen

Plaintiff's side witness:

B.Raghavendra Reddy : P.W.1

Defendants' side witness:

S.Murugasundram : D.W.1

Documents exhibited by the Plaintiff:

Sl. No.	Ex. No.	Date	Description
1	P1	15.10.2004	Firm Registration Certificate.
2	P2	13.03.2013	Sale Agreement between Plaintiff and Defendant.
3	P3	26.02.2014	Sale Deed executed by Plaintiff in favour of Defendants registered as Document No.1294 of 2014.
4	P4	28.11.2014	Sale deed executed by Plaintiff in favour of Defendants registered as Document No.8459 of 2014.
5	P5	07.07.2015	Panchanama.
6	P6	16.07.2015	Sworn Statement from Shri.B.Raghavendra Reddy and R.V.Vasanthi.
7	P7	11.08.2015	Sworn Statement from Shri.B.Raghavendra Reddy
8	P8	31.12.2017	Assessment Order for Assessment Year 2013-2014.
9	P9	31.12.2017	Assessment Order for Assessment Year 2014-2015.

10	P10	31.12.2017	Assessment Order for Assessment Year 2015-2016.
11	P11	31.12.2017	Assessment Order for Assessment Year 2016-2017.
12	P12	06.12.2018	Letter to the Principle Commissioner of Income Tax, Request for lifting of Attachment of Bank Account.
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14	P14	31.10.2019	Balance Sheet for the Assessment Year 2018-2019 with Acknowledgment.
15	P15	07.03.2020	Legal Notice issued through the plaintiff counsel.
16	P16	13.03.2013	Sale and Construction Agreement.
17	P17	03.07.2019	Letter from Plaintiff to Defendants.
18	P18	29.03.2016	Lease Deeds executed.
19	P19	25.12.2016	Lease Deed in favour of CLINIPOLIC.

***Documents exhibited by the Defendants*:**

Sl. No.	Ex. No.	Date	Description
1	D1	13.03.2013	Sale and Construction Agreement.
2	D2	13.03.2013	Sale and Construction Agreement.
3	D3	16.03.2020	Reply Notice

CSNJ

C.SARAVANAN, J.

Jen

Pre-Delivery Judgment
in
C.S.No.74 of 2021
(Comm. Suit)

24.02.2023