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C.S.(Comm)No.51 of



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.09.2023

CORAM

THE HONOURABLE MS.JUSTICE P.T. ASHA

C.S..No.51 of 2020

K.T.RajaKumaravel,
No.32, B2/T1, Paris Apartment,
City Link Road,
Guindy,
Chennai - 600032.

... Plaintiff

Vs.

1.Bharat Petroleum Corporation Ltd,
No.1, Ranganathan Gardens,
11th Main Road,
Chennai - 600040

2.Bharat Petroleum Corporation Ltd,
Bharat Bhavan, 4 & 6, Currimbhoy road,
Ballard Estate, PD.No.688,
Mumbai - 400001.

...Defendants

Prayer: Plaint has been filed under Order VII Rule I of Civil Procedure Code read with Order IV Rule 1 of Original Side Rules of the Madras High Court, Section 2(1)(c)(XVII) read with Section 7 of the Commercial Court, Commercial Division and Commercial Appellate Division of High Court Act, 2015, to grant a judgement and decree on the following terms:-



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Directing the Defendants to pay the plaintiff:

(a) Rs.3,88,69,185/- (Rupees Three Crore Eighty-Eight Lakhs Sixty-Nine thousand and one hundred and eighty-five only), as damages for wrongly occupation of the Plaintiff's property.

Directing the Defendants to pay the plaintiff:

(b) Rs.1,08,30,815/- (One Crore Eight Lakhs thirty thousands Eight hundred and fifteen only) towards wrongful occupation of the plaintiff's property and the damages for severe mental agony suffered by the plaintiff:

c) Cost of the Suit;

d) Pass such further or other order(s) as may be deemed fit and proper under the facts and circumstances of the present case;

For Plaintiff : Mr.A.K.Balaji

For Defendants : M/s.Krishna Srinivasan, SC for M/s.

S.Ramasubramanian & Associates.



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J U D G E M E N T

The above suit has been filed for the following reliefs:-

Directing the Defendants to pay the plaintiff:-

(a) Rs.3,88,69,185/- (Rupees Three Crore Eighty-Eight Lakhs Sixty-Nine thousand and one hundred and eighty-five only), as damages for wrongly occupation of the Plaintiff's property.

(b) Rs.1,08,30,815/- (One Crore Eight Lakhs thirty thousands Eight hundred and fifteen only) towards wrongful occupation of the plaintiff's property and the damages for severe mental agony suffered by the plaintiff:

c) Cost of the Suit.

Plaintiff's Case:-

2. It is the plaintiff's case that his father Thangavel Gounder had purchased a property measuring an extent of 25496 sq.ft of land. These lands are comprised in Survey No.11/5 and 11/6B, Krishnagiri District, Tamil Nadu. The said land was leased out in favour of the respondent Corporation which was then known as Burma Shell Petroleum



Company, under the lease deed dated 10.03.1964. The said lease was registered on 10.03.1964 as Document No.1049/1964. The said lease was for a period of 40 years and came to an end on 31.12.2003.

3. During the pendency of the lease, the right, title and interest over the Burma Shell Oil Storage and Distribution Company of India Limited was taken over by the Central Government of India by virtue of Burma Shell (Acquisition and Transfer of Undertaking in India) Act 2 of 1976. The name was changed initially as Bharat Refineries Limited and is presently known by their name Bharat Petroleum Corporation Limited who have been arrayed as defendants 1 and 2 in the suit (for the sake of brevity hereinafter referred as "Defendant Corporation").

4. The plaintiff's father passed away on 25.02.1987 and it is only the plaintiff who has inherited the right, title and interest over the property as all the other legal heirs had executed a registered release deed in his favour. Despite being the absolute owner of the property, the plaintiff was not able to enjoy his property to its full value though it



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was valued over a sum of Rs.5 Crores. The plaintiff would contend that from the year 1979, when the Defendant Corporation were put in possession, neither the plaintiff nor his father or any other legal heirs had got any amount towards rent from the Defendant Corporation. On 01.09.2000, the plaintiff had issued a legal notice to the Defendant Corporation for their willful default in payment of rent, forfeiting the lease and terminating the tenancy of the Defendant Corporation.

5. The Defendant Corporation as counter-blast had immediately filed a suit for Specific Performance in O.S.No.49 of 2005, on the file of the District Munsiff, Krishnagiri, praying for a direction to the legal heirs of Thangavel Gaunder to renew the lease for a further period of 40 years commencing from 01.01.2004 on a quarterly rent of Rs.450/-. This suit was dismissed on 16.04.2012, thereby affirming that the Defendant Corporation was in illegal possession and therefore a trespasser. The learned District Munsiff had also observed that the Defendant Corporation was in default in the payment of rents. Against the said judgement and decree, the Defendant Corporation had



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preferred a First Appeal in A.S.No.31 of 2012 on the file of Principal Subordinate Judge, Krishnagiri. This First Appeal was also dismissed by judgement and decree dated 27.11.2012. Aggrieved by this Judgement and Decree, the Defendant Corporation had preferred a Second Appeal in S.A.No.616 of 2013 on the file of this Court which also ended in a dismissal. The plaintiff had also preferred a Cross Objection in Cross Objection No.6 of 2014 questioning the judgement and decree of the Principal Subordinate Judge, Krishnagiri, regarding the arrears of rent payable, as the learned Judge had held that the Defendant Corporation was continuously paying the rent without any arrears. The Cross Objection was allowed by this Court and the Defendant Corporation was held to be the defaulter of rent from the year 1979.

6. The plaintiff had in the meanwhile filed a Writ Petition in W.P.No.21778 of 2012 praying for issuance of Writ of Mandamus directing the Defendant Corporation to hand over possession of the property which was also heard along with the Second Appeal and Cross



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Objection. The Writ Petition and Cross Objection were allowed and the Second Appeal was dismissed. Challenging the order passed in the Writ Petition, the Defendant Corporation had filed an intra Court appeal in W.A.No.590 of 2015. The plaintiff had also filed an intra Court appeal in W.A.No.698 of 2015, challenging the rejection of his prayer for a direction to the Defendant Corporation to pay the present market rent. The Division Bench of this Court by an order dated 30.10.2015 had dismissed both the Intra Court Appeals, thereby confirming the judgement and decree passed by the learned Single Judge in Writ Petition No.21778 of 2012.

7. The plaintiff would submit that the Defendant Corporation had continued to squat on the property 10 years beyond the term of the lease without even paying the fair rent. They would contend that the Defendant Corporation being a Government owned entity had failed to comply with the provisions of law and being in wrongful occupation they are liable to pay the damages for wrongful occupation from 31.12.2003 to 03.12.2016 besides paying the rental arrears from 1979



to 31.12.2003.

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8. The Defendant Corporation had preferred a Special Leave Petition in SLP.No.5619 of 2016 against the order of the Division Bench dated 30.10.2015 in Writ Appeal No.590 of 2015. The Hon'ble Supreme Court had dismissed the Special Leave Petition by order dated 04.03.2016 with a direction to the Defendant Corporation to vacate and hand over vacant possession of the property by 31.12.2016 subject to their clearing entire arrears of rent, if not paid, and to pay a sum of Rs.1,00,000/- per month towards market rent/occupation charges from the date of order i.e; 04.03.2016 till the Defendant Corporation hands over possession of the property.

9. The Defendant Corporation had surrendered the premises to the plaintiff on 02.12.2016 but however, the rental arrears from the year 1979 till 2016 was not paid by the Defendant Corporation. Therefore, the plaintiff had issued a legal notice dated 17.10.2016 calling upon the Defendant Corporation to pay the arrears of rent from



the year 1979 to 2016. To this the Defendant Corporation had sent a reply stating that a sum of Rs.37,350/- has been paid towards arrears of rent calculated at the rate of Rs.150/- per month. They had calculated the rent from 01.01.1964 till 31.12.2003. They would submit that the rent remained unpaid from 01.06.1995 and therefore from 01.06.1995 to 31.03.2016 (till the date of the judgement of the Hon'ble Supreme Court i.e.04.03.2018) the rental arrears for 20 years was calculated at the rate of Rs.450/- per quarter and for 20 years the amount was shown as Rs.36,000/- and the rental arrears for 9 months was calculated at the rate of Rs.150/- per month which is Rs.1,350/-. Therefore, the amount payable was only a sum of Rs.37,350/-. The plaintiff would submit that this calculation is not a fair calculation and the market value of the property has not been taken into consideration. The plaintiff had filed a contempt before the Hon'ble Supreme Court, since arrears of rent were not paid. However, the same was dismissed as withdrawn. The plaintiff would contend that the suit is filed well within the period of limitation and the suit is a commercial suit and therefore has been filed before the Commercial Division of this Court.



Defendant's case:-

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10. The Defendant Corporation on entering appearance had filed a written statement contending at the outset that the entire litigation was an abuse of process of Court, vexatious and frivolous. They had also contended that the lis between the parties was not a commercial dispute as defined under Section 2(c) of the Commercial Courts Act, 2015. That apart, no part of cause of action has arisen at Chennai which gave right to the plaintiff to institute the suit before this Court. The Defendant Corporation had also pleaded limitation since, the plaintiff has not filed the suit for recovery of damages within the period from when the cause of action for instituting the suit had arisen. The Defendant Corporation further submitted that the plaintiff have themselves signed the handing over/taking over certificate (Ex.D.5) dated 02.12.2016 wherein both parties had confirmed that they had no dues or claims outstanding against each other in respect of the subject property. Having executed such a certificate, it does not lie in the mouth of the plaintiff to now claim damages.



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11. The Defendant Corporation would further state that the relief which is now claimed by the plaintiff has been negatived in the Writ Petition filed in W.P.No.21778 of 2012, which is filed by the plaintiff for a direction to the Defendant Corporation to vacate and hand over possession of the suit property. This writ petition was tried along with S.A.No.616 of 2013 and ultimately the Court had rejected the plaintiff's request for payment of rent at market value. The Division Bench before which the plaintiff had filed W.A.No.698 of 2015 had confirmed the same. Even assuming without admitting that the plaintiff could claim rental arrears and damages, the same is hopelessly barred by limitation.

12. The Defendant Corporation would further contend that this Court does have the jurisdiction as the property is situate in Krishnagiri and no part of cause of action had arisen within the jurisdiction of this Court. The suit for damages relates to the property at Krishnagiri and therefore the institution of the suit on the file of this Court is without



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jurisdiction. The Defendant Corporation would further submit that they have complied with the directions of the Hon'ble Supreme Court by delivering vacant possession of the subject property much before the given date and had also paid the rental arrears and the amounts as directed by the Hon'ble Supreme Court. Therefore, they prayed for the dismissal of the suit. Along with the written statement the Defendant Corporation had filed the original handing over/taking over certificate dated 02.12.2016 with the attached sketch.

Issues:-

13. This Court by order dated 25.06.2021 had framed the following issues :-

(i). Whether the suit is barred by limitation?

(ii). Whether the defendants 1 & 2 are necessary parties to the suit?

(iii). Whether the plaintiff is entitled for damages as prayed for?



(iv). *Whether the occupation of the plaintiff's property by the defendant is a wrongful occupation?*

(v). *Whether the handing over/taking over documents dated 02.12.2016 was acted upon or legal enforceability?*

(vi). *What other relief the plaintiff is entitled for ?*

On 08.09.2021, an additional issue also came to be framed which reads as follows:-

"Whether this Court has territorial jurisdiction, since because the plaintiff and the first defendant is carrying on business within the jurisdiction of this Court and leave to sue granted by this Court on 28.11.2020 and not challenged by the defendants?"

14. The plaintiff had examined himself as P.W.1 and had marked Ex.P.1 to P.17 and thereafter an additional proof affidavit came to be filed and additional documents Ex.P.18 and P.19 were marked. The



Defendant Corporation had examined one Mr.Krishnamani who was the Territory Manager - Retail of the 1st defendant company and authorised to give evidence on behalf of the Defendant Corporation. The Defendant Corporation had marked Ex.D.1 to D.6. They had also examined one Narayanan the Deputy Chief Manager (Retail Initiative, Retail Office, Kerala) as D.W.2.

Submissions:-

15. Mr.A.K.Balaji, learned counsel appearing on behalf of the plaintiff would submit that the lease of the Defendant Corporation had come to an end on 21.12.2003. Thereafter, the possession of the Defendant Corporation is illegal and as that of the trespasser. Therefore, the Defendant Corporation are liable to pay damages for being in illegal occupation till the date of their handing over possession of the property i.e. till 02.12.2016. He would further submit that right up to the Supreme Court all the Courts had held that the Defendant Corporation are in wrongful occupation of the premises in question and therefore, the plaintiff is entitled to claim damages.



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16. He would further submit that the suit has been filed as the Supreme Court had permitted the plaintiff to file the same before the appropriate forum for recovering the damages. He would rely upon the judgement of the Hon'ble Supreme Court reported in ***CDJ 216 MHC 5023 – M.Ashrafunnisa & Another Vs. Bharat Petroleum Corporation Limited, Chennai & Another*** wherein this Court in a writ proceedings had directed the Defendant Corporation herein to hand over possession within a period of 1 month from the date of receipt of the copy of the order and to pay the admitted arrears of rent with interest at the rate of 12% per annum, till full and final settlement. He would therefore contend that the defendant in that suit is one of the branches of the Defendant Corporation herein and that was also a case where the defendant had continued to be in occupation after the expiry of the lease. Another judgement relied upon is one reported in ***CDJ 2016 MHC 6085 - S.M.M.Mohideen Wakf-Alal-Aulab Vs. M/s.Hindustan Petroleum Corporation Limited rep. by its Chief***



Regional Manager to show how damages had been claimed by the plaintiff. He would also rely upon the judgement reported in (2020) 17 **SCC 260 - Shakti Bhog Food Industries Limited Vs. Central Bank of India and Another** in support of his plea of limitation. Another judgement of the Hon'ble Supreme Court reported in 2022 **SCC OnLine SC 1161 - Indian Oil Corporation Ltd. Vs. Sudera Realty Pvt. Ltd.** has also been produced on the side of the plaintiff to support his argument that the defendant is liable to compensate the plaintiff for wrongful possession after the lease has come to an end. He would therefore submit that this Court has to decree the suit as prayed for.

17. Per contra, Mr.Krishna Srinivasan, learned Senior counsel appearing on behalf of the M/s.S.Ramasubramanian & Associates counsel for the Defendant Corporation would submit that the very basis on which the suit has been filed clearly shows that the suit is not maintainable. The suit is filed for recovery of damages, this by no stretch of imagination can be called a commercial dispute. Therefore,



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the filing of the same before this Court is not maintainable. He would further submit that the limitation would start running from the day on which the Supreme Court had passed orders in SLP.No.5619 of 2016. The order had been passed on 04.06.2016 and the possession had been handed over on 12.12.2016 whereas the suit in question has been instituted only in the year 2020 which is clearly beyond the period of limitation. He would further submit that a perusal of Ex.D.5 (handing over/taking over certificate) would clearly show that both the parties have given up their claims against each other. Ex.D.5 had been executed on the day on which the Defendant Corporation had vacated and handed over possession of the property. Therefore, in the light of the categoric admission in Ex.D.5.(handing over/taking over certificate) this suit has to be dismissed for want of cause of action.

18. That apart, the request of the plaintiff for arrears of rent has been turned down by this Court in W.P.No.21778 of 2012 which has been upheld in Writ Appeal No.698 of 2015 and ultimately in the Special Leave Petition. He would therefore sum of his arguments by



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stating that the suit is not maintainable for the following reasons:-

- a. It is not a commercial dispute;
- b. This Court does not have the Jurisdiction to try this suit;
- c. The suit is barred by limitation;
- d. That the plaintiff after executing a handing over/taking over certificate, wherein both parties had confirmed that they had no dues or claims outstanding against each other in respect of the subject property, has now filed the suit.

19. He would further argue that the plaintiff is not entitled to any damages since the Defendant Corporation have not only cleared the entire rental arrears but has also paid the amounts as directed by the Hon'ble Supreme Court.

20. The learned senior counsel for the Defendant Corporation would rely upon the following Judgements:-



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- i. (1974) 2 SCC 725- P.Dasa Muni Reddy Vs. P.Appa Rao***
- ii. (2017) 10 SCC 643- Raptakis Brett and Co. Ltd. Vs. Ganesh Property.***
- iii. 2008 SCC Online Cal 626 - Indu Bhusan Jana Vs. Union of India & Ors.***
- iv. (2004) 2 SCC 9 - R.Sai Bharathi Vs. J.Jayalalith and Others.***
- v. (1976) 4 SCC 780 - Syed Moh. Salie Labbai Vs. Mohd. Hanifa***
- vi. (1977) 2 SCC 806 - State of U.P. Vs. Nawab Hussain***
- vii. 1991 SCC OnLine Guj 20 - Yakubhai Ahmedji Mistri Vs. Imamuddin Husenuddin Kadri.***
- viii. (1999) 5 SCC 590 - Hope Plantations Ltd. Vs. Taluk Land Board, Peermade and Another.***

21. Heard the learned counsels on either side.

**Discussion:-**

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22. The case of the plaintiff is that his father had leased out the property to the Defendant Corporation under a lease agreement dated 10.03.1964. The said lease had expired on 21.12.2003 and despite the expiry of the same the Defendant Corporation had not handed over the vacant possession of the subject property to the plaintiff. According to the Burma Shell (Acquisition and Transfer of Undertaking in India) Act 2 of 1976, the Defendant Corporation were entitled to automatic extension of the lease and since the plaintiff had not come forward to execute the said lease deed, the Defendant Corporation was constrained to file O.S.No.49 of 2005 on the file of the District Munsif, Krishnagiri seeking renewal of the lease. This Suit came to be dismissed on 16.04.2012 against which A.S.No.31 of 2012 was filed on the file of Principal Subordinate Judge, Krishnagiri. The First Appeal was also dismissed. Challenging the same, the Defendant Corporation had filed S.A.No.616 of 2013 on the file of this Court, which was also dismissed.

23. Meanwhile, the plaintiff had filed W.P.No.21778 of 2012 for



directing the Defendant Corporation to vacate and hand over a vacant possession of the property in question and for a direction, directing the 2nd respondent to cancel the license and NOC provided to the Defendant Corporation to run the retail petroleum outlet from the suit property. This writ petition came to be heard along with S.A.No.616 of 2013. In the Second Appeal, the plaintiff had filed a Cross Objection to expunge the remarks relating to the finding that the Defendant Corporation was not a defaulter in the payment of rent. The above matters were taken up together and the Second Appeal filed by the Defendant Corporation was dismissed, the Writ Petition filed by the petitioner was allowed directing the Defendant Corporation to hand over possession of the property within a period of two months and the authorities were directed to cancel the license and NOC provided to the Defendant Corporation to run the retail petroleum outlet from the suit property and the Cross Objection filed by the plaintiff was also allowed by this Court and the Defendant Corporation was held to be the defaulter of rent from the year 1979.



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24. Thereafter, the writ appeal was posted for being mentioned and the learned counsel for the plaintiff sought for a clarification regarding the payment of rents at present market value by the Defendant Corporation to the plaintiff herein. The learned Judge had dismissed this request stating that though the Court had discussed the said point, it was only an incidental discussion. This was challenged both by the plaintiff as well as the Defendant Corporation. Ultimately, the Writ Appeals were also dismissed and it is seen that the Bench had passed the following orders, which is herein below extracted:-

" The landlord is aggrieved primarily on account of the rejection of his prayer to pay present market rent. There is no question of issuing a direction for payment of market rent. The landlord ought to have filed a petition for fixation of fair rent before the appropriate authority. The learned Single Judge was therefore, perfectly correct in rejecting the request



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to any error or illegality in the order negating the claim for payment of enhanced rent."

25. Therefore, it is crystal clear that the plaintiff's request for payment of market rent have been negated and this has been once again confirmed by the Hon'ble Supreme Court in the Judgement in SLP No.5690/2006 wherein the following order was passed:-

The special leave petition is dismissed. However, in the facts and circumstances of the case, we grant time till 31 December, 2016 from today to the petitioners to deliver vacant and peaceful possession of the premises in question to the respondents/owners subject to the condition that the arrears of rent, if any, shall be paid and market rent/occupation charges at the rate of Rs.1,00,000/- (Rupees One Lakh Only) per month from the date of this order shall be paid to the respondents. Usual undertaking in this regard shall be



*filed within two weeks' by the competent Director of
the petitioners, which shall form part of this order.*

26. Therefore, the argument of the plaintiff that the Hon'ble Supreme Court had directed the plaintiff to work out its remedy otherwise appears to be incorrect. The Supreme Court has very clearly stated the following:-

- a) The defendant to vacate the premises on or before 31.12.2016.
- b) Arrears of rent, if any, to be paid.
- c) The defendant to pay a sum of Rs.1,00,000/- per month from the date of order till the defendant's possession more or less in the form of damages.

Therefore, the Supreme Court had consciously omitted to pass orders on the request for payment of market rent and had confined it to arrears of rent meaning the arrears of agreed rent. Therefore, the demand of the plaintiff for payment of a sum of Rs.3,88,69,185/- as damages for wrongful occupation of the property cannot be countenanced.



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27. Further, a perusal of Ex.D.5 (taking over/handing over certificate) would clearly show that both parties had no claims against each other on the date on which the possession was handed over back to the plaintiff. Further, in response to the legal notice issued under Ex.P.16 dated 15.10.2019, the Defendant Corporation had issued a reply dated 07.11.2019 reiterating the order passed by the Hon'ble Supreme Court and stating that the entire arrears of rent totalling a sum of Rs.37,500/- had been paid completely as well as the occupational charges fixed by the Hon'ble Supreme Court. The reply letter enclosed the the handing over/taking over certificate with the sketch. Therefore, the plaintiff had been put on notice about the same even as early as in November 2019. If this document was a concocted one, the plaintiff ought to have protested then. The plaintiff has admitted in his cross examination that at the time of handing over vacant possession of the property, the defendant had executed the said document, namely, Ex.D.5 (taking over/handing over certificate).



Therefore, Issue Nos.(iii) and (iv) are answered against the plaintiff.

The defendants have been contesting the connected suit, therefore they are necessary parties to the suit and Issue No.(ii) is answered in favour of the plaintiff.

30. As regards the issue no.(v), the plaintiff has not denied the execution of the Ex.D.5 (handing over/taking over certificate) in clear and categorical terms. That apart, a mere perusal of the document (Ex.D.5) would clearly show that it has been executed by the plaintiff as well. Therefore, the same is legally enforceable and hence the issue no.(v) is also answered in favour of the defendants.

31. As regards the additional issue, it is seen that the suit for damages relates to the property situate at Krishnagiri and no part of cause of action has arisen within the jurisdiction of this Court and therefore the institution of the suit on the file of this Court is without jurisdiction. Therefore, the additional issue is also answered in favour of the defendants.



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30. In fine, the suit is dismissed. No costs.

01.09.2023

Index: Yes/No

Speaking order/Non-speaking order

Neutral Citation: Yes/No

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APPENDIX

List of Witness Examined on the side of the Plaintiff:

1. P.W.1 - Mr.K.T.Rajakumaravel

List of Exhibits marked on the side of the Plaintiff:-

<i>S.No.</i>	<i>Exhibits</i>	<i>Description of documents</i>
1.	P-1	Ex.P.1 is the photocopy of the Freedom Fighter order of Plaintiff's father (Original seen and returned)
2.	P-2	Ex.P.2 is the photocopy of the Freedom Fighter Pension Order dated 15.08.1972. (Original seen and returned)
3.	P-3	Ex.P.3 is the certified copy of Lease Deed dated 31.03.1964.
4.	P-4	Ex.P.4 is the Certified copy of Gazette Notification of Government of India-Burmah Shell (Acquisition of Undertakings in India) Act, 1976.
5.	P-5	Ex.P.5 is the original Rental Calculation letter given by the PWD dated 23.01.2009.



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S.No.	Exhibits	Description of documents
6.	P-6	Ex.P.6 is Rental Calculation letter given by the Tahsildar office and Sub-Registrar Office dated 05.09.2012.
7.	P-7	Ex.P.7 is the Certified copy of the Decree and Judgement passed by the District Munsif Court O.S.49 of 2005 on 16.04.2012.
8.	P-8	Ex.P.8 is the Certified copy of the Decree and Judgement passed by the Sub-Court A.S.No.31 of 2012 on 27.11.2012.
9.	P-9	Ex.P.9 is the Original order passed by Hon'ble High Court of Madras in S.A.No.616 of 2013 & Cross Objection No.6 of 2014 & W.P.No.21778 of 2012 dated 19.02.2015.
10.	P-10	Ex.P.10 is the original order passed by Hon'ble High Court of Madras in S.A.No.616 of 2013 & Cross Objection No.6 of 2014 dated 11.03.2015.
11.	P-11	Ex.P.11 is the original order passed by Hon'ble High Court of Madras in W.A.Nos.590 and 698 of 2015 dated 30.10.2015.
12.	P-12	Ex.P.12 is the order passed by the Supreme Court of Indian in SLP No.5619 of 2016 dated 04.03.2016.
13.	P-13	Ex.P.13 is the Legal Notice sent to the defendant dated 17.10.2016. along with acknowledgment.
14.	P-14	Ex.P.14 is the photocopy of the Surrender of possession of Plaintiff's property (Original seen and returned)
15.	P-15	Ex.P.15 is the order of Supreme Court passed in Contempt petition No.1843 of 2018 dated 22.10.2018.
16.	P-16.	Ex.P.16 is the representation notice to the defendant along with proof of Delivery dated 15.10.2019 and 17.10.2019.
17.	P-17	Ex.P.17 is the reply sent by the defendant dated 07.11.2019.
18.	P-18	Ex.P.18 is the Photocopy of the Death Certificate of Plaintiff's father dated 23.02.1987 (original verified and returned)



S.No.	Exhibits	Description of documents
19.	P-19	Ex.P.19 is the Certified copy of Release Deed in favour of the plaintiff dated 07.03.2005.

List of Witnesses Examined on the side of the Defendants:

- 1. D.W.1 -Mr.Krishnamani**
- 2. D.W.2 - Mr.Narayanan.K**

List of Exhibits marked on the side of the Defendants:-

S.No.	Exhibits	Description of documents
1.	D-1	Ex.D.1 is the photocopy of the Power of Attorney (Original seen and returned)
2.	D-2	Ex.D.2 is the photocopy of Lease Deed dated 02.07.1999. (Original seen and returned)
3.	D-3	Ex.D.3 is the photocopy of Lease Deed dated 05.11.1999 (Original seen and returned)
4	D-4	Ex.D.4 is the photocopy of Lease Deed dated 21.05.2012 (Original seen and returned)
5.	D-5	Ex.D.5 is the original Handing over/Taking over Certificate.
6.	D-6	Authorization letter.

P.T. ASHA, J.

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