IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 28.04.2023

PRONOUNCED ON : 21.06.2023

CORAM:

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

C.S.No.851 of 2018
and
A.No.9756 of 2018

R.KOTHANDARAMAN ... Plaintiff

vs

1.AASIFE BIRIYANI PRIVATE LIMITED,
Rep. by its Managing Director,
Mr.C.Y.Aasif Ahamed,
GLRS No.325, Door No.11/3Q,
Railway Station Road,
Azharkhana, Alandur,
Chennai – 600 016.

2.C.Y.AASIFE AHAMED ... Defendants

Prayer: Civil Suit is filed under Order IV Rule 1 of the Original Side Rules read with Order VII Rule 1 of the Code of Civil Procedure, praying to,

(a) To direct the defendant to pay a sum of Rs.6,82,00,000/- of which a sum of Rs.5,50,00,000/- being the principal and a sum of Rs.1,32,00,000/- being the interest at the rate of 24% P.A. together with future interest at the rate of 9% per annum on the principal amount of Rs. 5,50,00,000/- till the date of realization.

(b) To pass any other order as this Honourable Court may deem fit and proper in the circumstances of the case.

(c) To cost of the suit.

For Plaintiff : Mr.S.Vasudevan
for M/s.V.Manisekaran

For Defendants : Mr.OM.Prakash
Senior Advocate
for M/s.G.Veerapathiran

J U D G E M E N T

The plaintiff laid the present suit for recovery of a sum of Rs.6,82,00,000/- from the defendants together with interest at the rate of 24% per annum on the principal sum of Rs.5,50,00,000/-.

Averment found in the plaint:-

2.(i) The plaintiff is a firm engaged in the business of finance in the name and style of 'M/s. Manasarovar Financial Services'. The 1st defendant is a company represented by its Managing Director engaged in the business of preparing Biriyani in the name of 'Aasife Biriyani'. The 2nd defendant is the Managing Director of the 1st defendant arrayed in his individual capacity. The plaintiff claimed that during the month of November, 2016, the 2nd defendant had approached the plaintiff seeking financial help for business as well as personal expenses. He requested a loan of Rs.5,50,00,000/- in order to meet his business requirements. On 24.10.2016, the plaintiff lent a sum of Rs.5,50,00,000/- to the defendants and after receiving the same, the 2nd defendant had executed a promissory note agreeing to repay the said amount with interest at the rate of 24% per annum.

2.(ii) It was also claimed that the plaintiff had paid the loan amount to the defendants periodically to their bank account of the defendants in various banks namely M/s Axis Bank, State Bank of India, Karur Vysya Bank and HDFC Bank. The amount was transferred from plaintiff's account maintained with Corporation Bank. It was further claimed that as on 24.10.2016, the defendants were liable to pay a sum of Rs.5,50,00,000/- and admitting the same, the suit promissory note was executed. The plaintiff further claimed that on 24.11.2016, the 2nd defendant issued a cheque for a sum of Rs.70,00,000/- and requested the plaintiff to present the cheque in the 2nd week of January, 2017. Thereafter, on 02.01.2017, the 2nd defendant had issued another cheque for a sum of Rs.3,25,00,000/- and requested the plaintiff to present the same in the 2nd week of January, 2017. As per his instructions, the plaintiff presented those cheques on 11.01.2017 and the same were returned with an endorsement 'Funds Insufficient'. It was further claimed that inspite of several attempts made by the plaintiff, the defendants failed to repay the amount. The defendants engaged Goondas and they attacked the plaintiff on 05.01.2017 and in respect of the said incident, a police complaint had been lodged with Kodambakkam Police Station and an FIR was also registered against the defendants.

2.(iii) It was further averred by the plaintiff that the 2nd defendant had handed over a demand draft for a sum of Rs.2,00,00,000/- on 14.03.2017 and also handed over a cheque for a sum of Rs.2,00,00,000/- in favour of the plaintiff with instructions to transfer the fund to the plaintiff's account as soon as said demand draft was credited in the 1st defendant's account. As per the instructions of the 2nd defendant, the plaintiff deposited the demand draft to 1st defendant's account and at that point of time, the banker informed the plaintiff that demand draft was forged one. Thereafter, a police complaint was given and an FIR was also filed against the 2nd defendant and the said criminal case is pending. Thereafter, the plaintiff issued a legal notice dated 16.01.2018 calling upon the defendants to pay the principal sum with interest at the rate of 24% per annum. Inspite of receipt of said notice, there was no reply from the defendants. Hence,the plaintiff was constrained to file the above suit for the above said relief.

3. The defendants herein filed a written statement and denied the allegation of the plaintiff that they approached the plaintiff for financial help and a promissory note was executed in his favour after receiving a sum of Rs.5,50,00,000/-. The defendants contended that no amount was paid to the defendants on the date of promissory note and the suit was liable to be dismissed in limine. The defendants further pointed out that as per the allegation in Paragraph No.4 of the plaint, the defendants approached the plaintiff only in the month of November, 2016 and on the other hand, as per

the allegation made in Paragraph No.6 of the plaint, plaintiff lent a sum of Rs.5,50,00,000/- to the 2nd defendant on 24.10.2016. There was no necessity for the defendants to approach the plaintiff in the very next month seeking financial help. Therefore, the defendants contended that the plaintiff has not approached this Court with a clean hands and true averments. The allegation found in the plaint with regard to two cheques issued by 2nd defendant with instructions to present the same in the 2nd week of January, 2017 was also denied by the defendants. The allegation as if the plaintiff was attacked by the defendants, was also denied by the defendants. The further allegation in the plaint that defendants handed over a forged demand draft to plaintiff on 14.03.2017 was also denied.

4. The defendants further submitted that borrowing account was only a running account and the amount was not borrowed in one lump sum or on pronote. It was further contended by the defendants that originally the 2nd defendant and his brother were carrying the business under the name and style of 'Aasife Brothers. The plaintiff was introduced to the defendants by one Nandhini. Subsequently, the said Nandhini created a difference of opinion

between the 2nd defendant and his brother. Therefore, they got separated and business was divided into firm namely 'Aasife Brothers' and Aasife Biriyani. Aasife Biriyani was retained by the 2nd defendant and Aasife Brothers was retained by the 2nd defendant's brother. It was further alleged that at the time of settling the account with his brother, the 2nd defendant borrowed money from the plaintiff. The plaintiff issued three cheques in the name of the 2nd defendant's brother to the tune of Rs.50,00,000/- and all the cheques were dishonoured.

5. It was further averred that the Mediator-Nandhini collected the signed blank cheques, blank promissory notes and blank white papers from the defendants and arranged money from the various financiers. At no point of time, there is direct contact between the plaintiff and defendants, all the transactions were done only through the said Nandhini. Therefore, the suit is bad for non-joinder of said Nandhini.

6. It was also averred by the defendants as per the statement of accounts, the defendants borrowed only a sum of Rs.1,75,00,000/- and the

said amount was refunded by the defendants. It was also claimed that the defendants paid huge amount over and above the loan borrowed. It was also averred by the defendants that on 25.01.2017, the plaintiffs issued an Advocate Notice wherein it was stated that the defendants had borrowed a sum of Rs.6,01,00,000/- and after receiving the said amount they had voluntarily deposited their title documents. The plaintiff also mentioned that the defendants had given a cheque for 70,00,000/- and the same were bounced. If the defendants borrowed a sum of Rs.5,50,00,000/-, there was no necessity for the defendants to give a cheque for Rs.70,00,000/-. The defendants also denied the averments found in the plaint that they handed over a forged demand draft in favour of plaintiff. The complaint made by the plaintiff against the defendants was a false complaint and on 11.04.2017, the defendants had given a complaint against the plaintiff. On these pleadings, the defendants sought for dismissal of the suit.

7. Subsequent to the filing of the written statement, the plaintiff amended the plaint and add a Paragraph No.6-A wherein it was contended that loan amount periodically paid to the defendants on various dates and the

suit promissory note was executed on 24.10.2016 for the outstanding amount as on that date.

Averments found in the additional written statement of the defendants:-

8. Subsequent to the amendment of the plaint, the defendants filed additional written statement. Originally, the suit was filed seeking recovery of money based on the pronote as if, Rs.5,50,00,000/- was paid to the defendants on the date of promissory notes. Subsequently, a new paragraph was added by the plaintiff as if, the amount was paid on various dates and suit promissory note was executed on 24.10.2016 for the amount outstanding. The defendants contended that the plaintiff failed to maintain the account book in respect of his new claim by way of amendment and therefore, the suit is liable to be dismissed. The defendants further contended that the original averment made in the plaint and new averment made in the amended plaint were contrary to each other and hence, the plaintiff was guilty by pointing the above said averments to get a wrongful gain. It was further contended that no

amount was paid directly to the defendants and all the amounts were transferred only through the above said Nandhini and the suit was bad for non-joinder of said Nandhini.

9. This Court after perusing the pleadings of the parties, framed the following issues on 24.10.2019:-

"(1) Whether the plaintiff is entitled for recovery as prayed for?

(2) Whether the accounts maintained by the plaintiff is proper, valid and enforceable?

(3) Whether the suit pro-note is based on consideration?

(4) To what other reliefs?"

10. During the course of trial, the plaintiff was examined as PW.1 and yet another witness, consultant of the plaintiff was examined as PW.2. On the side of the defendants, the 2nd defendant was examined as DW.1 and an Audit Assistant of the 1st defendant was examined as DW.2 On behalf of the plaintiff, 15 documents were marked as Exs.P1 to P15. On behalf of the

defendants, 21 documents were marked as Exs.D1 to D21.

Arguments of the learned counsel for the plaintiff:-

11. The learned counsel for the plaintiff by taking this Court to oral evidence of PW.1 and PW.2 and the documents marked on behalf of the plaintiff, submitted that a sum of Rs.5,50,00,000/- was paid by the plaintiff to the bank accounts of the defendants during the period 30.08.2014 to 20.11.2016. The amount was transferred from the plaintiff's bank accounts maintained with Corporation Bank to the six accounts of the defendants maintained with M/s Axis Bank, Corporation Bank, State Bank of India, Karur Vysya Bank, HDFC Bank and Indian Bank.

12. The learned counsel by taking this Court to the bank statements which were marked as Exs.P1 and P2, submitted that the payment by plaintiff was proved by those documents. The learned counsel further submitted that the 2^{nd} defendant during his examination before the Court admitted that he borrowed loan from the plaintiff but however, claimed that he discharged the

same. The learned counsel by taking this Court to the evidence of DW.1, submitted that when a suggestion was put to DW.1 regarding transfer of money to his account, he denied it evasively by saying that he did not remember. The learned counsel further submitted that DW.1, during his evidence, admitted his signature found in the suit promissory note and hence, the execution of promissory note was proved by the plaintiff. The learned counsel further submitted that when pre-suit notice was issued by the plaintiff to defendants, they failed to give any reply denying the averments found therein. Therefore, the defence raised in this suit is nothing but an after thought one.

13. The learned counsel further submitted that by referring to Ex.P14/bank statement that the plaintiff paid the defendants a total sum of Rs.8,90,80,000/-, however, the defendants repaid only a sum of Rs.3,95,40,000/- and therefore, a sum of Rs.4,95,40,000/- was due from the defendants to the plaintiff and after reconciliation of accounts on 24.06.2016, a sum of Rs.5,50,00,000/- was arrived as the amount due and payable by the defendants to the plaintiff. The defendants acknowledged their liability to pay

the amount as reconciled by executing the suit promissory note. Subsequently, for discharging the amount under the promissory note, the defendants issued two cheques for a sum of Rs.70,00,000/- and Rs.3,25,00,000/- and both of them were dishonoured. The learned counsel further submitted that in order to prove that the plaintiff has been maintaining true and proper account, he has filed the income tax returns for the assessment years 2017-2018, 2018-2019 and 2019-2020, which were marked as Exs.P10 to P12.

14. The learned counsel further submitted that entire suit claim was based on the acknowledgment of the debt which was arrived at during reconciliation of the account between the plaintiff and defendants. The said reconciliation was confirmed by the 2nd defendant and the same is binding on the 1st defendant. Therefore, the suit shall be decreed as prayed for.

Argument of the learned counsel for the defendants:-

15. The learned counsel for the defendants by taking this Court to Exs.P1 and P2 submitted that as per the plaintiff's documents, last payment

was made to the defendants on 20.11.2016 and if that statement of account relied on by the plaintiff is accepted as correct one, then the execution of the promissory note should have been subsequent to 20.11.2016 but however, in the case on hand, the promissory note executed on 24.10.2016 even prior to payment of portion of the amount acknowledged thereunder.

16. The learned counsel further pointed out that under Exs.P1 and P2 there are 30 entries regarding the payment made by the plaintiff to the defendants. However, in the bank account statement marked as Exs.P13 and P14 there are 32 payment entries and the plaintiff failed to explain the discrepancy. The learned counsel further submitted that as per the Ex.D21 marked by the defendants through DW.2, a sum of Rs.21,00,000/- alone was due to be paid to the plaintiff. The learned counsel further submitted that when suit is based on account statement, the plaintiff should have produced his account books and in the absence of production of account book of the plaintiff, the suit is liable to be dismissed. The learned counsel also contended that originally suit was filed as if, the amount was borrowed on the date of execution of promissory note. When plaintiff filed a written statement denying

the passing of consideration on the date of promissory note, the plaintiff had come up with a new story of running account and reconciliation of the account by the parties. In the absence of production of properly maintained account book and the evidence for reconciliation of account, the plaintiff is not entitled to any decree for recovery of money as per the account. In support of his arguments, the learned counsel for the defendants relied on the following judgment:-

(i) ***Bhagwati Prasad vs. Chandramaul*** reported in ***AIR 1966 SC 735***.

(ii) ***Bachhaj Nahar vs. Nilima Mandal*** reported in ***(2008) 17 SCC 491***.

(iii) ***National Textile Corpn Ltd. vs. Nareshkumar Badrikumar Jagad*** reported in ***(2011) 12 SCC 695***.

(iv) ***V.Prbhakara vs. Basavaraj K*** reported in ***(2022) 1 SCC 115***.

17. The learned counsel for the plaintiff by way of reply submitted that the suit promissory was admitted by defendant and two cheques issued by the defendants to discharge the admitted debt got dishonoured. Therefore, the initial burden on the plaintiff to prove due execution of promissory note was

duly discharged by him and in the absence of any evidence to support the discharge of the acknowledged debt, the plaintiff is entitled to decree as prayed for.

Issue No.3:-

18. Whether the suit promissory note is based on consideration? Initially the suit was laid by the plaintiff for recovery of money based on suit promissory note/Ex.P3. As per the original averment in the plaint suit was laid as if, the entire consideration for the suit promissory note namely Rs.5,50,00,000/- was paid on the date of promissory note i.e. 24.10.2016. The defendants filed their written statement denying payment of any consideration for the suit promissory note. Therefore, the plaintiff amended plaint and has come up with a new case that the consideration for the suit promissory note was paid on various dates and after reconciliation of accounts maintained by the plaintiff, the amount due on the date of promissory note (i.e.) 24.10.2016 was arrived at as Rs.5,50,00,000/- and acknowledging the liability to pay the said outstanding amount the defendants executed the suit promissory note.

Therefore, as per the amended pleadings of the plaintiff on the date of execution of suit promissory note, no amount was paid to the defendants by the plaintiff. However, the defendants executed the suit promissory note acknowledging their liability to pay a sum of Rs.5,50,00,000/- outstanding on the date of promissory note as per the running account.

19. It is incumbent on the plaintiff to prove that a sum of Rs.5,50,00,000/- was outstanding as per the running account maintained by the plaintiff. When plaintiff was examined as PW.1, he specifically admitted that he did not pay any amount to defendants on the date of promissory note. The plaintiff as PW.1 clearly deposed that there was no money transaction on 24.10.2016 and he had not paid any amount to the defendant on that date. He further added that promissory note was executed by the defendants after reconciliation of accounts. Therefore, even according to the case of the plaintiff, on 24.10.2016, the suit promissory note was executed by the defendants without receiving any amount, based on the reconciliation of accounts. Hence, it is for the plaintiff to prove that he maintained a proper account and there was a reconciliation of account on 24.10.2016.

20. As rightly pointed out by the learned counsel for the defendants that the plaintiff has not produced any running account ledger to show that he maintained a proper account book making regular entries regarding his financial transaction. On the other hand, the plaintiff produced Exs.P1, P2, P13 and P14 to prove the bank running account. Exs.P1 and P2 are extract of bank pass book. Exs.P13 and P14 are the computer generated statement of account involving the transaction between the plaintiff and defendants alone, and not regularly maintained account book. Therefore, based on Exs.P13 and P14, we cannot come to a conclusion that plaintiff proved he maintained a running account and a sum of Rs.5,50,00,000/- was due on the date of promissory note. However, the plaintiff produced Exs.P1 and P2, bank passbook to show the payment of money to defendants on various dates from 30.08.2014 to 20.11.2016. A perusal of entries in the bank passbook Exs.P1 and P2 would suggest that a sum of Rs.5,76,80,000/- was paid to the defendants through bank transaction. Though under Ex.P14, the plaintiff claims that a sum of Rs.8,90,80,000/- was paid to the defendants, as per the various entries available in bank passbook Exs.P1 and P2, only a sum of

Rs.5,76,80,000/- was paid to the defendants by way of bank transaction. The remaining amount appeared to have been paid by way of cash but the same cannot be accepted.

21. A combined reading of Exs.P1, P2, P13 and P14 would establish that during the period 30.08.2014 to 20.11.2016, the plaintiff paid a sum of Rs.5,76,80,000/- to the defendants. The defendants also do admit that there was money transaction with the plaintiff. Ex.D21 is a reconciliation account prepared by the audit assistant of the defendants namely DW.2. The said document was marked through DW.2. Ex.D21 is a certificate allegedly issued by one chartered accountant M.D.Varadarajan. However, he was not examined to prove the same. The said document was marked through Audit Assistant of the defendants. Along with certificate allegedly signed by the Auditor, the extract of the bank passbook of the defendants were filed to show during the period from 17.10.2014 to 16.12.2016 various payments to the tune of Rs.4,40,40,000/- was paid by the defendants to the plaintiff. A perusal of the said documents would show that a sum of Rs.4,05,00,000/- was paid to plaintiff by the defendants through bank transaction.

22. Ofcourse, some of the payments were made in the name of K.K.Exports. However, PW.1 himself admitted that he is running the finance company in the name of K.K.Imports. PW.1 in his evidence clearly deposed that he has been running companies in the name of 'M/s. Manasarovar Financial Services', K.K.Imports and Exports, K.K.Travels, K.K.Traders and Moogambiga Traders and he has gone to the extent of saying that the suit was filed for Rs.5,50,00,000/- after consolidating accounts of all the companies. Therefore, this Court comes to a conclusion that the payments made by the defendants in the name of K.K.Imports can also taken into consideration while considering the discharge plea made by the defendants.

23. As mentioned earlier, a perusal of the bank passbook extract of the defendants filed along with Ex.D21, a sum of Rs.4,05,00,000/- was paid by the defendants to the plaintiff during relevant period. Therefore, to that extent the discharge plea made by the defendants can be upheld. This Court has already come to a conclusion that plaintiff proved the payment of Rs.5,76,80,000/- to the defendants during the period 30.08.2014 to

20.11.2016 through bank transaction.

24. On their part, the defendants proved repayment of Rs.4,05,00,000/- to the plaintiff by producing their bank passbook extract. In such circumstances, a combined reading of Exs.P1, P2, P13, P14 and D21 would suggest that a sum of Rs.1,71,80,000/- remained to be paid by the defendants.

25. Though defendants claimed that under Ex.D21, a sum of Rs.35,40,000/- was paid to the plaintiff, the payment by cash transactions cannot be accepted in the absence of any acceptable evidence. Therefore, this Court comes to the conclusion that plaintiff proved a sum of Rs.1,71,80,000/- was outstanding as per the running account between the parties as gathered from passbook extract produced by the plaintiff and defendants. Therefore, this Court comes to the conclusion that the defendants are liable to pay a sum of Rs.1,71,80,000/- to the plaintiff and to that extent, the suit promissory note is supported by consideration.

Issue No.2:-

26. As discussed in the earlier issue, the plaintiff has not produced any properly maintained running account in support of his case. However, both the plaintiff and defendants produced extract of the passbook under Exs.P1, P2 and D21 wherein the payments made by the plaintiff to the defendants and the payments made by the defendants to the plaintiff were reflected. Based on the extract of the passbook maintained by the plaintiff and defendants, this Court concluded a sum of Rs.1,71,80,000/- is payable by the defendants to the plaintiff and hence, Issue No.2 is answered accordingly.

Issue No.1:-

27. In view of the answer to Issues Nos.2 and 3, this issue is answered that the plaintiff is entitled to recovery of Rs.1,71,80,000/- from defendants.

Issue No.4:-

28. In view of the discussions made earlier, this Court concluded that the plaintiff is not entitled to any other relief. As far as interest portion is concerned, the plaintiff prayed for interest at the rate of 12% from the date of execution of suit promissory note to till the date of filing of the suit, he also prayed for future interest at the rate of 9% per annum on the principal amount. This Court by taking into consideration the transaction between the parties is a commercial one and also the present low interest regime, thinks it appropriate to direct the defendants to pay interest, on the balance amount payable, at the rate of 9% per annum.

<u>Conclusion</u>:-

(i) In the result, the suit is partly decreed by directing the defendants to pay a sum of Rs.1,71,80,000/- to the plaintiff with interest at the rate of 9% per annum from 24.10.2016 to the date of realisation of the amount.

(ii) Consequently, the connected application is closed.

(iii) In the facts and circumstances of the case, both the parties are directed to bear their cost.

21.06.2023

Index : Yes
NCC : Yes
dm

List of witnesses examined on the side of the plaintiff:-

1. P.W.1-Mr.R.Kothandaraman - Plaintiff

2. P.W.2-Mr.P.Srikrishnan – Consultant of the Plaintiff

List of documents marked on the side of the plaintiff:-

Sl. No.	EXHIBTS	DESCRIPTION
1.	P1	The Bank Statement of plaintiff for the payment made to the 1st defendant
2.	P2	The Bank Statement of plaintiff for the payment made to the 2nd defendant.
3.	P3	The original Promissory Note executed by the defendants dated 24.10.2016.
4.	P4	The original Cheque bearing No.487857, drawn on Corporation Bank for sum of Rs.70,00,000/- dated 24.11.2016.
5.	P5	The original Cheque bearing No.000003, drawn on HDFC Bank for a sum of Rs.3,25,00,000/- dated 02.12.2017.
6.	P6	The original plaintiff's Banker's Returned Memo for cheque No.487857 dated 11.01.2017.
7.	P7	The original Plaintiff's Banker's Returned Memo for cheque No.000003 dated 11.01.2017.
8.	P8	The original Legal Notice issued by plaintiff with acknowledgement dated 16.01.2018.
9.	P9	(Series) are the originals Acknowledgement.
10.	P10	The photocopies of Income Tax returns for the assessment year 2017-18 (during cross of PW1)
11.	P11	The photocopies of Income Tax returns for the assessment year 2018-19 (during cross of PW1)
12.	P12	The photocopies of Income Tax returns for the assessment year 2019-20 (during cross of PW1)
13.	P13	The photocopy of statement of accounts (during cross of PW1)
14.	P14	The statement is shown to you is prepared by you, document from the Court records shown to the witness.

Sl. No.	EXHIBTS	DESCRIPTION
		A: Yes. (It is marked as Ex.P14 contains 2 sheets) (during cross of PW1)
15.	P15	Copy of ROC document is shown to the witness and he admitted the document and marked as Ex.P15 (during cross of DW1)

List of witness examined on the side of the 1st Defendant:-

1.D.W.1-Mr.C.Y/Aasife - 2nd defendant

2.D.W.2-Mr.H.V.Subramainiam – Audit Assistant

List of documents marked on the side of the 1st Defendant:-

Sl. No.	EXHIBTS	DESCRIPTION
1.	D1	The online certificate on 01.04.2016 document filed by DW1 before the Income Tax. (during PW1 cross)
2.	D2	The copy of ITR file (during PW.1 cross)
3.	D3 D4 D5	Three signatures found in photocopy of the three cheques dates 23.12.2014, after folding the document the Signature part alone shown to the party and asked whose signature is this? A: Witness replied, it is his signatures. Signature alone marked as D3, D4 and D5.
4.	D6 D7 D8	All the three leaves of the cheques shown to him is belongs to him, (three photocopies of the cheques are shown to the witness? A: Yes. Photocopy of three cheque leaves are marked as Ex.D6, D7 and D8.
5.	D9	Photocopy of the accounts contains 4 sheets shown to the witness. A: Witness admits the accounts hence it is marked as Ex.D9.
6.	D10	The xerox copy of Complaint sent by the 2nd defendant before the Commissioner of Police through Registered Post dated 21.01.2017 with Postal receipt (marked subject to objection, proof and relevancy). (DW1 chief)
7.	D11	The xerox copy of the Legal Notice sent by the plaintiff's counsel dated

Sl. No.	EXHIBTS	DESCRIPTION
		25.01.2017 (marked subject to objection, proof and relevancy) (DW1 chief)
8.	D12	The xerox copy of the complaint given by the 2nd defendant to the Commissioner of Police dated 11.04.2017 (marked subject to objection, proof and relevancy). (DW1 chief)
9.	D13	The xerox copy of the complaint given by the 2nd defendant to the Commissioner of Police dated 02.05.2017 (marked subject to objection, proof and relevancy). (DW1 chief)
10.	D14	The xerox copy of the legal notice issued by the plaintiff's advocate to the defendant dated 26.10.2017 (marked subject to objection, proof and relevancy). (DW1 chief)
11.	D15	The true copies of documents filed in C.M.P.No.17546 of 2017 in Crime No.270 of 2017 attested by the plaintiff's counsel dated 13.11.2017.
12.	D16	The xerox copy of the complaint given by the 2nd defendant's wife to the Commissioner of Police, CCB with acknowledgement issued by the CCB dated 16.11.2017 (marked subject to objection, proof and relevancy). (DW1 chief)
13.	D17	The original Legal notice issued by the plaintiff to the defendants dated 16.01.2018 (DW1 chief)
14.	D18	The certified copy of order in P.R.C.No.55 of 2017 passed by the XVII Metropolitan Magistrate Court, Saidepet, Chennai dated 11.12.2017. (DW1 chief)
15.	D19	The certified copy of the Deposition of the plaintiff in S.C.No.375 of 2017 on the file of XVIII Additional City Civil & Sessions Court, Chennai dated 06.02.2020. (DW1 chief)
16	D20	The computer printout of order passed by this High Court, Madras in Crl.O.P.No.9489 of 2017 dated 31.07.2017 with 65B certificate. (DW1 chief)
17	D21	The statement of accounts (The counsel for the plaintiff is objected to mark the document on the ground that ICSI UDIN guideline 2019 stipulates that without this UDI number this is only a paper and also no date was specified, the document is marked subject to relevancy (DW2 chief)

S.SOUNTHAR, J.

dm

Pre-delivery Judgment in
C.S.No.851 of 2018

21.06.2023