IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 28.03.2024

Pronounced on : 08.11.2024

CORAM : JUSTICE N.SESHASAYEE

C.S.No.796 of 2006

Rakesh Kumar
Proprietor of M/s.Rakesh Rexine House
No.38, Mint Street
Chennai – 600 079. ....
Plaintiff

Vs

1.M/s.Milton Industries Limited
Represented by Mr.Vijaypal Jain, Director
2/4, Chitra-Ami Apartment
Opp.Old R.B.I., Ashram Road
Ahmedabad – 380 009.

[Amended as per Order dated 21.07.2014 in A.No.4094 of 2014
& Order dated 04.9.2014 in C.S.No.796 of 2006]

2.Mr.Kantibhai
Director
M/s.Valley Velvette (P) Ltd.,
2/4, Chitra-Ami Apartment
Opp.Old R.B.I., Ashram Road

Ahmedabad – 380 009.

3.Mr.Vijaypal Jain
Director
M/s.Valley Velvette (P) Ltd.,
2/4, Chitra-Ami Apartment
Opp.Old R.B.I., Ashram Road
Ahmedabad – 380 009. .... Defendants

Prayer : Civil Suit filed under Order VII Rule 1 of CPC., & under Order IV Rule 1 of O.S.Rules praying for a judgment and decree :

(a) to declare the agreement/memo of compromise dated 24.09.2004 as null and void and not binding on the plaintiff.

(b) to direct the defendants jointly and severally pay the plaintiff a sum of Rs.6,22,240/- which sum was illegally and unlawfully obtained by the plaintiff by directing the representative of the plaintiff under force and coercion.

(c) to direct the defendants jointly and severally pay the plaintiff a sum of Rs.1,00,000,000/- ac compensation for damage caused to its reputation and business by the false statements contained in the letters to various associations and customers by the defendants.

(d) to order permanent injunction restraining all the defendants herein, their men, agents, assigns, representatives and anyone claiming through or under them from interfering with the business activities by committing illegal and tortuous acts causing loss in any manner to the plaintiff.

(e) costs of the suit.

For Plaintiff : Mr.K.M.Aasim Shehad
for Mr.Sivam Sivanandaraj

For Defendants : Mr.S.Balasubramanian
for M/s.D.Dharam Chand Jain

JUDGMENT

The plaintiff has laid a suit for declaration that a certain Memorandum of Compromise dated 24.09.2004 is null and void, and also for recovery of a sum of Rs.6,22,240/- which was paid under it, and for a liquidated damages of Rs.1.0 crore for defamation.

2. The plaintiff explains the cause of action for the suit as below :

a) The plaintiff is a dealer in textile goods and rexine materials, and is doing business in Chennai as a proprietary concern. The first defendant is a company of which defendants 2 and 3 are the directors, and is a manufacturer of textile goods and rexine materials. Sometime in 1999, the plaintiff was appointed as the sole distributor of defendant's products for Tamil Nadu and Kerala.

b) While so, the plaintiff began to receive complaints about the quality of the products of the first defendant, which eventually resulted in plaintiff's customers returning goods worth Rs.6,22,240/-.

c) In the meantime, it came as a rude shock to the plaintiff that besides him, the first defendant had also appointed few other distributors for its products for the same area for which the plaintiff had been earlier appointed as the sole distributor.

d) The business which the plaintiff had with the first defendant was valued at around Rs.2.32 crores, of which, the plaintiff had paid the first defendant all the amount due except Rs.6,22,240/-, the value of he goods returned to him owing to their poor quality.

e) On 17.12.2001, the plaintiff had despatched the returned goods worth Rs.6,22,240/- through Ms/ Srinivasa Roadlines and M/s Evergreen Transport. The defendants however, refused to take return of the goods so dispatched, and it was intimated to the plaintiff vide their reply dated 04.12.2001. This issue amounting to Rs.6,22,240/- has become not only a bone of contention but a point of irritation for both sides.

f) Be that as it may, the first defendant had informed all the textile manufacturers across the country that the plaintiff had been a defaulter of the amounts due to it, and it affected plaintiff's standing in the market.

g) As things stood thus, defendants 1 & 2 had preferred a private complaint before the Judicial First Class Magistrate Court, at Prantij, Gujarat, accusing that the plaintiff has cheated them. This was taken on record by the said court in C.C.No.83/2004, and the Court had passed an order directing investigation by the police under Sec.156(3) Cr.P.C.,

h) Upon the police taking up the investigation, on 24.09.2004, the defendants 1 and 2 landed in Chennai along with the Gujarat Police, and they came to the business place of the plaintiff with the local police from C2 Elephant Gate Police Station. The plaintiff was not in his shop then and his father alone was present. The plaintiff's father however, was not in any way connected with his business, and it was because he happened be in the shop when the police party came, he was picked up by the police and was kept in the police station right through the rest of the day.

i) Later on the same day (24.09.2004) the plaintiff's father was forced to execute a document styled as a 'Memorandum of Compromise' at the police station, wherein he was caused to admit the liability of Rs.6,22,240/-, and was also forced to issue three cheques signed by the plaintiff which the latter had left in the shop. This document was executed under duress and it could be known from the fact that the recital to the documents states that it was written at C2 Elephant Gate Police Station. The defendants had duly encashed the said sum.

It is was under these circumstances, the plaintiff has sought (a) a declaration, that the Memorandum of Compromise dated 24.09.2004, marked as Ext.P29 as null and void and (b) recovery of Rs.6,22,240/- being the amount which the defendants had obtained by en cashing the three cheques. Besides the plaintiff had also seeks Rs.1.0 crore as damages for defamation, as the defendants 2 and 3 had addressed communications to various manufacturing textile companies branding that the plaintiff was a defaulter.

3. Denying the allegations in the plaint, the defendants contend in their written statement as below :

a) The plaintiff was not the sole distributor of the first defendant. On the other hand, the defendants 1 and 2 are selling their goods to the plaintiff, as one among many distributors, and the goods were despatched to them on a outright sale basis.

b) The allegation that the defendants had despatched the sub-standard goods to the plaintiff is false and denied. Indeed, goods were despatched to the plaintiff only after due approval and inspection by the plaintiff. The goods which the first defendant had despatched had never been inferior in quality, and the same is denied. Indeed, he attempts to create false documents to sustain a false allegation. They are all denied.

c) That the plaintiff has impleaded the third defendant alleging that he is the director of the first defendant company, whereas he has no relationship or association with the first defendant.

d) The allegation made by the plaintiff that his father had never dealt with the first defendant is denied. Contrary to the allegation made by the plaintiff, it is reiterated that the plaintiff's father was the authorised person and representative of the plaintiff firm, and he had been dealing and corresponding with the first defendant.

e) Indeed the plaintiff had certain family issues, as a result of which he could not concentrate much on his business, and indeed in his communication dated 20.11.2001, which was the reply sent by the first defendant to the plaintiff's communication dated 09.11.2001, this was indicated. Indeed in that letter, it was also made clear that the plaintiff had sold the goods without any authority to Andhra Pradesh and Karnataka.

f) The allegation that on 24.09.2004 that the plaintiff was not available in the shop and that his father was dragged out of the shop is denied by the defendants is denied. Indeed, the plaintiff's father abused the defendants 1 and 2 and created a scene. And these defendants never told the neighbouring shop owners and traders that the plaintiff had cheated the defendants.

g) Indeed the plaintiff had settled its dues by issuing three cheques through his father which have been promptly encashed. Therefore, nothing survives for consideration in this case.

h) There is no cause of action for the suit and the it is liable to be dismissed.

4. On the above pleadings, the following issues were framed for consideration :

1. *Whether goods supplied by the defendants to the plaintiff were defective?*
2. *Whether the defendants were formed by the plaintiff regarding the defect in goods?*
3. *Whether the defendants took steps to replace the defective goods?*
4. *Whether the defendants were entitled to monies sought by them*

towards defective goods?

5. *Whether the defendants were guilty of indulging in arm twisting tactics by filing a criminal complaint and using police machinery for recovery of monies in a matter which is purely civil in nature?*
6. *Whether the Memorandum of Compromise dated 24.09.2004 signed by the plaintiff under coercion and fear of arrest is valid in law?*
7. *Whether the cheques received by the defendants by force and coercion by subjecting the plaintiff to fear of arrest is valid in law?*
8. *Whether the plaintiff is entitled to seek the return of Rs.6,22,240/- from the defendants?*
9. *Whether the defendants caused defamation by way of slander to the plaintiff's business by stating that the plaintiff is a cheat in the presence of the public at large on a busy commercial road?*
10. *Whether the defendants caused defamation by way of libel by writing to various associations in order to spoil the reputation of the plaintiff?*
11. *Whether the defendants are guilty for using police machinery in a civil dispute with the intention of spoiling the name and reputation of the plaintiff?*
12. *Whether the defendants are liable to compensate the plaintiff to the tune of Rupees One Crore for damage caused to its reputation and business by the false statements contained in the letters to various associations and customers by the defendants?*
13. *To what other relief is entitled to?*

5. The issues as framed are too many. The suit is laid for (a) repayment of a sum of Rs.6,22,240/- which according to the plaintiff had been forcibly obtained from his father and (b) for damages for defamation. It is not one laid for damages for breach of warranty as to merchantability of the goods supplied, which would be governed by rule of *caveat emptor*. Issues No:1 to 5 as framed essentially relate to this aspect but it literally enlarges the scope of the suit for which it was not laid. Therefore this court considers that it need not go into the question whether the goods supplied by the defendant were defective as to warrant withholding of the value of the those goods by the plaintiff and accordingly chooses to delete issue Nos. 1 to 5 as absolutely unnecessary. So far as issue No:11 as framed is concerned, it is readable within issues No;6 and 7. Accordingly the issues are recast as below:

1. *Whether the Memorandum of Compromise dated 24.09.2004 signed by the plaintiff under coercion and fear of arrest is valid in law?*

2. *Whether the cheques received by the defendants by force and coercion by subjecting the plaintiff to fear of arrest is valid in law?*

3. *Whether the plaintiff is entitled to seek the return of Rs.6,22,240/-*

from the defendants?

4. *Whether the defendants caused defamation by way of slander to the plaintiff's business by stating that the plaintiff is a cheat in the presence of the public at large on a busy commercial road?*

5. *Whether the defendants caused defamation by way of libel by writing to various associations in order to spoil the reputation of the plaintiff?*

6. *Whether the defendants are liable to compensate the plaintiff to the tune of Rupees One Crore for damage caused to its reputation and business by the false statements contained in the letters to various associations and customers by the defendants?*

7. *To what other relief is entitled to?*

During trial, for the plaintiff has examined himself as P.W.1 and also examined his father as P.W.2, his uncle as P.W.3 and an adjacent shop owner as P.W.4. He had produced Ext.P1 to Ext.P32. For the defendants, 3rd defendant was examined as D.W.1 and the 2nd defendant examined himself as D.W.2. They produced Exts. D1 to D9.

6. The learned counsel for the plaintiff made the following submissions:

   a) The plaintiff was appointed as the sole distributor of defendants' products for Tamilnadu and Kerala, but the defendants acted against it when it appointed few others as their distributors for the same area. When this was questioned, the defendants justified it as could be seen from Ext.P 9.

   b) And, about the time, plaintiff had received return of the goods of the defendants and this was returned to the defendants through two transporters vide Ext. P-11. The defendant does not deny it but refused to accept return of articles and this gets reflected in Ext. P-14

   c) Now, without addressing the dispute as to the quality of goods supplied, the defendant had preferred a private complaint and obtained an order from the concerned Magistrate Court in Gujarat and came with the team of police from Gujarat with whom the local police from C-2 Elephant gate Police Station had joined, arrived at the shop of the plaintiff on 24.09.2004, and picked up P.W.2, the father of the plaintiff for interrogation and forced him to execute Ext. P-29, a memorandum of compromise dated 24.09.2004 and to handover three cheques signed by the plaintiff and left at the shop for Rs.6,22,240/- which is the value of the goods whose quality is in dispute. That force was applied could be seen from the fact Ext. P-29 itself recites that it was executed at the C-2 Elephant gate Police Station, not by the plaintiff but by P.W. 2. the learned Magistrate in Ext. D-9 case had only directed investigation of defendants' complaint under Sec.156(3) Cr.P.C, and at the best Gujarat police could only seek the assistance of local police in connection with the investigation as ordered by the learned magistrate Court, but not to arm twist the plaintiff or his father and obtain Ext. P29 under duress. It is a blatant misuse of police power and the fact the defendants have benefited through it, they are liable to pay the plaintiff the sum so obtained. If the plaintiffs claim that they are entitled to money, then they should have taken recourse to legal process on the civil side, but the defendants have short circuited the process and extorted the money under force.

d) The defendants did not stop there, and they had informed other manufactures as if the plaintiff is a defaulter and circulated a false story among other manufacturers and suppliers of the goods in which the plaintiff was dealing. This is seen from Ext. P30 series. This act of the defendant had lowered the image of the plaintiff among them which in turn had affected the plaintiff's standing and credibility in the business circle. The testimony of P.W.4, a proprietor of a business concern which is situated opposite to the plaintiff's shop has established how the act of the defendant had adversely affected plaintiff's business.

7. Per contra, the learned counsel for the defendants argued:

a) Ext. P-30 series of letters cannot be acted upon as proof of defamation without examining the authors of those letters. And, damages for defamation can be awarded only on proof of special damages. Here, besides Ext.P-30 and the testimony of P.W.4, there is nothing on record to establish that there has been a deliberate attempt on the part of the defendants to defame the plaintiff.

b) Secondly, it is an indisputable fact that the plaintiff had not paid the value of goods worth Rs.6,22,240/- and there is nothing fundamentally wrong in a creditor demanding the money due from the debtor. If the plaintiff contends that the goods are defective, and upon the defendants disputing the same, plaintiff at least should have instituted a civil suit on the same. Ext. P-7 letter of the defendant dated 09.11.2011 read along with Ext. P-11 dated 17.12.2001 will show that the plaintiff had falsely claimed that the goods supplied by the defendants is defective, since as they reveal that the irritation for return of goods is not because it is defective, but because the defendants had appointed one more entity as a distributor. When the money is due from the plaintiff to the defendant, which is true, then the former cannot take exception to its demand.

c) So far as Ext. P-29 compromise is concerned, it was voluntarily executed by P.W.2 and it was he who had handed over three cheques for a total sum of Rs.6,22,240/-. And merely because it was executed at the police station that does not *ipso facto* imply that it must be presumed to be a product of coercion. If only the plaintiff's approach to the issue is rooted in good faith, he would have either paid the money due, or should have litigated on the quality of goods.

Discussion & Decision

8. Rival submissions are carefully weighed for their respective merit. It could be gathered from the evidence that even prior to Ext.P7 letter of the plaintiff to the defendant, vide Exts. P-2 dated, 30.09.1999, Ext. P-3, dated 21.12.1999 and Ext.P4, dated 21.01.2000**,** the plaintiff had raised certain issues regarding the quality of the goods supplied by the defendants. Eventually Ext. P7 letter was issued requiring the defendants to settle the accounts. Therefore, Ext. P7

should not be read in isolation. It is an expression of a culminated strain that infested the commercial relationship which the plaintiff had established with the defendants.

Issues 1 to 3

9. But the issue involved in this case is not about the quality of goods supplied by the defendants, not even about the issue whether the plaintiff owed the defendant a sum of Rs.6,22,240/- but about appropriateness of the method adopted by the defendants in realising it.

10.1 The defendants knew fully well that the plaintiff had raised an issue on the quality or the merchantability of the goods which the former had supplied to the latter. Therefore, if they had felt aggrieved for non-payment of of the value of the goods supplied, then they should have instituted a civil suit for the value of the goods supplied, in which case the civil court would have had an occasion to go into the question on the merchantability of the goods supplied, and also the liability of the plaintiff to pay for it. The defendants, however, did not choose that option, but chose to file a criminal complaint instead in M.C No:83 of 2004 before a Magistrate Court, Prantij, in Gujarat. This could be seen from Ext.D-9.

Was it because the claim would have been time barred if a civil suit were to be instituted then? That however, appears to be strategy of the defendants when they opted to invoke criminal law instead of civil law for remedy. What is significant here is that the learned Magistrate had only directed the police to investigate the allegation levelled in the complaint, and did not authorise it to be a collecting-agent of the defendants to realise the money which the defendant claims as due from the plaintiff.

10.2 It is in this setting, the police team from Gujarat had arrived at Chennai. It is not known why defendants 2 and 3 should accompany the Gujarat police to Chennai, when apparently the police was investigating a cognizable offence. The Gujarat police had apparently sought the help of local police from C2 Elephant gate Police Station. There is nothing inappropriate about it. But what transpired thereafter alone has been a shocker. The local police along with Gujarat Police accompanied by defendants 2 and 3 (examined respectively as D.W.2 and D.W.1) had come to the shop of the plaintiff. Apparently the plaintiff was not in the shop then, and it could be reasonably gathered because it was P.W.2, the father of the plaintiff, who had signed Ext. P29, the Memorandum of Compromise at the police station. And, when the plaintiff had raised a dispute regarding the quality of the goods supplied by the defendants even a year prior to the former choosing to return the goods vide Ext. P-7, was it fair on the part of the defendants in arm-twisting the plaintiff/his father into parting with the cheques of plaintiff in the police station? And, how fair was the action of the police, both Gujarat and Tamil Nadu, in converting the police station into a centre for force-collection of disputed sum on the unilateral assertion of the defendants?

11. There is a rule of law in this country, and it prescribes the methods as to how legal rights must be enforced. The defendants however, did not appear to believe in it, as they had seemingly declared themselves to be the law. No court of justice can tolerate such extra-legal extravaganza to which the defendants have given themselves to, for enforcing their perceived rights. What had been attempted and achieved by the defendants is an extortion of money under duress in an intimidatory ambience filled with police, and hence this court refuses to recognize the legality of Ext. P-29 Memo of Compromise, dated 24.09.2009 as well as also the cheques delivered by P.W.2 under Ext. P-29 in the police station as a valid legal tender of the value of goods supplied by the defendants. It is therefore, little to do with the issue whether P.W.2 had the authority to

represent the plaintiff in executing Ext. P-29 (something which the defendants pleaded but did not prove) And, if this court were to accept the version of the defendants, it will tantamount to granting illegal methods adopted by the defendants a label of legal sanctity. This Court will not err into doing that which the law forbids. In effect the plaintiff must be paid Rs.6,22,240/- with interest by the defendants. Issues 1 to 3 are decided in favour of the plaintiff.

Issues 4 and 5

12. This relates to plaintiff's entitlement to claim damages for libel for damaging his commercial reputation through Ext.P30 letters. These are letters which were addressed by certain third party manufactures or suppliers of goods to the plaintiff, supposedly based on the sharing of false information by the defendants that the former was a defaulter in paying the value of goods supplied. But none of the authors of these letters were examined.

13. For succeeding in a claim for damages for defamation, the plaintiff must establish that the act of the defendants has brought down his reputation in the eye of the right thinking members of the society. There is no evidence to support it. Since the plaintiff has pleaded loss of reputation in commerce, it is

imperative that he has to demonstrate that he had actually suffered loss of reputation which had affected his business in a certain way. Mere examination of P.W.4, without supported by his Profit & Loss account statements other allied facts is not adequate to prove defamation. Here the efforts of the plaintiff is far below the standard expected of him. At the best, the conduct of the defendant would have seriously embarrassed the plaintiff, but it is still short of proof of special damages which is *sine qua non* for grant of damages for defamation. And, the defendant had no justification in law even to embarrass the plaintiff with methods which he had adopted. Therefore, this court chooses to grant an unliquidated damages of Rs.25,000/- to the plaintiff. Issues 4 and 5 are decided accordingly.

Result:

14. In conclusion, this Court partly decrees the suit with costs and directs the defendants to pay the plaintiff a sum of Rs.6,22,240/- with interest at 9% per annum, and also a sum of Rs.25,000/- with interest at 6% per annum from 24.09.2004 (date of Ext.P29).

08.11.2024

Index : Yes / No
Neutral Citation : Yes / No
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APPENDIX

I. Witnesses :

Plaintiff :	
PW1	Rakesh Kumar (plaintiff)
PW2	Pukhraj Jain
PW3	Ashok T Jain
PW4	I.Amalorpavam
Defendants :	
DW1	Vijaypal Jain (3rd defendant)
DW2	Kanthibhai K Patel (2nd defendant)

II. Exhibits :

Ex.P1	11.9.1997	Xerox copy of certificate of registration of plaintiff-firm
Ex.P2	30.9.1999	Office copy of the letter sent from plaintiff-firm to the third defendant (as per amended plaint)
Ex.P3	21.12.1999	Office copy of the letter sent from plaintiff-firm to the third defendant (as per amended plaint)
Ex.P4	21.01.2000	Office copy of the letter sent from plaintiff-firm to the third defendant (as per amended plaint)
Ex.P5	02.4.2001	Office copy of the letter sent from plaintiff-firm to the third defendant (as per amended plaint)
Ex.P6	09.10.2001	Office copy of the letter sent from plaintiff-firm to the third defendant (as per amended plaint)
Ex.P7	09.11.2001	Office copy of the letter sent from plaintiff-firm to the third defendant (as per amended plaint)
Ex.P8	10.11.2001	Office copy of the letter sent from plaintiff-firm to the third defendant (as per amended plaint)

Ex.P9	20.11.2001	Original Letter addressed to the plaintiff-firm by the third defendant (as per amended plaint)
Ex.P10	04.12.2001	Original Letter to the plaintiff-firm by the third defendant (as per amended plaint)
Ex.P11	17.12.2001	Office copy of the letter sent from plaintiff-firm to the third defendant (as per amended plaint)
Ex.P12	19.12.2001	Office copy of the letter sent from plaintiff-firm to the third defendant (as per amended plaint)
Ex.P13	24.12.2001	Original Letter to the plaintiff-firm by the third defendant (as per amended plaint)
Ex.P14	09.01.2002	Original Letter to the plaintiff-firm by the third defendant (as per amended plaint)
Ex.P15	30.01.2002	Office copy of the letter sent from plaintiff-firm to the third defendant (as per amended plaint)
Ex.P16	04.02.2002	Original Letter to the plaintiff-firm by the third defendant (as per amended plaint)
Ex.P17	02.4.2002	Office copy of the letter sent from plaintiff-firm to the third defendant (as per amended plaint)
Ex.P18 series		Office copy of the letters sent from plaintiff-frim to the third defendant on 16.2.2001, 03.1.2002 & Original copy of the letter to the plaintiff-firm by the third defendant (as per amended plaint) dated 24.12.2001
Ex.P19	29.4.2002	Legal notice issued by the plaintiff-firm to the third defendant (as per amended plaint)
Ex.P20	06.5.2002	Reply notice sent to the plaintiff's counsel by the third defendant counsel
Ex.P21	22.06.2002	Rejoinder notice issued by the plaintiff counsel to the third defendant counsel (as per amended plaint)
Ex.P22	24.4.2003	Xerox copy of the letter addressed to Tamil Nadu Leather Cloth & Plastic Merchants Association by the third defendant (as per amended plaint)
Ext.P23	28.4.2003	Original copy of the letter addressed to the plaintiff-firm by the Tamil Nadu Leather Cloth & Plastic Merchant Association

Ext.P24	29.04.2003	Xerox copy of the letter addressed to the third defendant (as per amended plaint) by the Tamil Nadu Leather Cloth & Plastic Merchant Association
Ext.P25	30.4.2003	Office copy of the letter sent by the plaintiff-firm to the Tamil Nadu Leather Cloth & Plastic Merchant Association
Ext.P26	11.8.2003	Xerox copy of the letter sent to the Tamil Nadu Leather Cloth & Plastic Merchant Association by the Ahmedabad Leather Cloth & Foam Merchant Association
Ext.P27	14.8.2003	Xerox copy of the letter sent to the Ahmedabad Leather Cloth & Foam Merchant Association by the Tamil Nadu Leather Cloth & Plastic Merchant Association
Ex.P28	04.9.2003	Xerox copy of the letter sent to the third defendant (as per amended plaint) by Bombay Leather Cloth Merchants' Association
Ex.P29	24.09.2004	Memo of compromise
Ex.P30 series	20.4.2005 29.4.2005 15.11.2005 13.12.2005 27.01.2006 14.02.2006	Letters addressed to the plaintiff-firm by some 6 manufacturers and dealers of coated fabrics
Ex.P31	25.4.2005	Xerox copy of the letter addressed to the third defendant (as per amended plaint) by the Tamil Nadu Leather Cloth & Plastic Merchant Association
Ex.P32		Details on transactions held between the plaintiff and the third defendant (as per amended plaint)
Defendants :		
Ex.D1	14.09.2001	Letter addressed to the plaintiff counsel requiring the plaintiff to produce certain documents.
Ex.D2 series		Invoices of third defendant and transporters raised in the name of plaintiff-firm and subsequent letters to the Checkpost authority by the plaintiff-firm
Ex.D3	09.2.2000	Letter addressed to the third defendant by the plaintiff-firm intimating the change of address and contact nos.
Ex.D4 series	28.9.2001 16.10.2001 17.10.2001	Invoices of the third defendant (as per amended plaint) raised in the name of the plaintiff-firm.

Ex.D5 series	03.01.2002	Xerox copy of the letter sent by the plaintiff-firm to the third defendant (as per amended plaint) with postal acknowledgement
Ex.D6	29.7.2011	Certified copy of deposition of Rakesh Kumar (PW1 herein) in C.C.No.341/2009 on the file of the VIII MM Court, Chennai.
Ex.D7	29.7.2011	Certified copy of deposition of Pukhraj Gulimiya Jain (PW2 herein) in C.C.No.341/2009 on the file of the VIII MM Court, Chennai.
Ex.D8		Xerox copy of the affidavit of Amaloppavam
Ex.D9	14.6.2004	Complaint copy in C.C.No.83/2004 on the file of J.M., I Class Saheb T Prantij, Gujarat

08.11.2024

N.SESHASAYEE.J.,

ds

Pre-delivery Judgment in
C.S.No.796 of 2006

08.11.2024