



WEB COPY

Comp.A.Nos.189 to 192 of 2013 & 159 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Order reserved on	03.04.2024
Order pronounced on	18.12.2024

CORAM

THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

Comp.A.Nos.189 to 192 of 2013 & 159 of 2020

in

C.P.No.57 of 1998

C.A.Nos. 189-192 of 2013

1. Maxworth Orchards (India) Limited

No.1A, Akbarabad First Street
Kodambakkam, Chennai – 600 024
Represented by its Administrator
Shri K. Alagiriswami

AND

2. The Official Liquidator, High Court, Madras

As Provisional Liquidator of
Maxworth Orchards (India) Limited
High Court, Corporate Bhavan 2nd Floor,
No. 29, Rajaji Salai, Chennai – 600 001
(in Provisional Liquidation)
Represented by the Administrator
Shri K. Alagiriswami

...Applicants

Vs.

1. Koduru Venkateswara Prasad,

S/o (Late) Subramanyeswara Rao,
R/o. Plot No. 77, Flat No.203,
Kirlampudi Layout,
Beach Road,



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Visakapatnam,
Andhra Pradesh State.

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(or)
Koduru Venkateswara Prasad,
S/o. (Late) Subramanyeswara Rao,
R/o, 481/A, Flat No. 2, Road No. 86,
Film Nagar. Jubilee Hills. Hyderabad 33 ,
Andhra Pradesh State

2. Koduru Mallikarjuna Prasad,
S/o (Late) Subramanneshwar Rao,
R/o. Plot No. 77, Flat No.203,
Kirlampudi Layout,
Beach Road,
Visakapatnam,
Andhra Pradesh State.
3. Rajesh Banglurkar,
S/o. Hanumantha Rao,
R/o. H.No. 23-8-319,
Laldarwaza,
Hyderabad,
Andhra Pradesh State.
4. Aruna Sampath Kumar,
W/o. K. Sampath Kumar,
R/o, House No. 2-D. Suddhaguntapalya,
C. V. Raman Nagar (Post), Bangalore 560 093,
Karnataka State.
5. Gillella Ravinder Reddy,
S/o. Venkat Reddy. R/o.
Plot No.276, Sreenivasapuram Colony,
Vanasthalipurad,
Hyderabad,
District Ranga Reddy,
Andhra Pradesh State.



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6. Photedaru Rajeswar Rao,
C/o. Lolla Sitharatnam,
R/o.H.No.2-30/C, Moosapet,
Bala Nagar Mandal,
Ranga Reddy District,
Andhra Pradesh State.
7. Polisetti Rajendra Prasad,
S/o. Veeraiah,
R/o. H. No.18-1349, Vasavi Colony,
Miryalguda, District Nalgonda,
Andhra Pradesh State.
8. Medda Koteswar Rao,
C/o Mallula Shyamala,
W/o. M. Srinivasa Rao,
R/o.H.No.5-8/2, S.P.Nagar, Bala Nagar Mandal,
Ranga Reddy District,
Andhra Pradesh State.
9. Gajjela Sudharshan Reddy,
S/o. Gajjela Ram Reddy,
R/o. Door No.1-25,
Biramal Gooda Village,
Saroor Nagar Mandal,
Ranga Reddy District,
Andhra Pradesh State.
- 10.Y. Renuka,
C/o. Ms. S.V.L. Agro Oils (P) Ltd.,
Represented by its Managing Director,
Kodali Satyanarayana Chowdary,
S/o. K. Anjanaya Chowdary,
R/o. House No. 10-1-5, Sripuram Junction,
Vishakapatnam 530 003, Andhra Pradesh State.



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- 11.K. Nageshwar Reddy,
C/o. Ms. S.V.L. Agro Oils (P) Ltd.,
Represented by its Managing Director,
Kodali Satyanarayana Chowdary,
S/o. K. Anjanaya Chowdary,
R/o. House No. 10-1-5, Sripuram Junction,
Vishakapatnam 530 003, Andhra Pradesh State.
- 12.K. Sadasiva Reddy,
C/o. M/s. S.V.L Agro Oils (P) Ltd.,
Represented by its Managing Director,
Kodali Satyanarayana Chowdary,
S/o. K. Anjanaya Chowdary,
R/o. House No. 10-1-5, Sripuram Junction,
Vishakapatnam 530 003, Andhra Pradesh State.
- 13.Sathyanarayanan Reddy,
C/o. M/s. S.V.L. Agro Oils (P) Ltd,
Represented by its Managing Director,
Kodali Satyanarayana Chowdary,
S/o. K. Anjanaya Chowdary,
R/o. House No. 10-1-5, Sripuram Junction,
Vishakapatnam 530 003, Andhra Pradesh State.
- 14.M.Sarojanamma. C/o. M/s. S.V.L. Agro Oils (P) Ltd.,
Represented by its Managing Director,
Kodali Satyanarayana Chowdary,
S/o. K. Anjanaya Chowdary,
R/o. House No. 10-1-5, Sripuram Junction,
Vishakapatnam 530 003, Andhra Pradesh State.
- 15.Gangavarapu Aruna Kumari,
W/o. G. Subba Rao,
R/o. H. No. 59-3-5, 2nd Cross,
Near I.T.I. Bus Stop, Ashok Nagar Colony,
Vijayawada, Krishna District,
Andhra Pradesh State.



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16. Vadde Sitharavamma,
W/o. (Late) Vadde Venkateswara Rao,
R/o. H. No.59-3-5, 2nd Cross,
Near I.T.I. Bus Stop, Ashok Nagar Colony,
Vijayawada, Krishna District,
Andhra Pradesh State.

17. Garlapati Venkateswarlu,
S/o. G. Yadaiah,
R/o. H. No.16-11-741/C/6/A,
Dilsukh Nagar, Hyderabad,
Andhra Pradesh State.

18. Vadlamudi Jyothi,
W/o. Vadlamudi Leela Prasad,
R/o. H. No.7-94, Near S.B.I.,
Gollapudi,
Vijayawada, Andhra Pradesh State.

19. Musunuru Venkatakrishna,
C/o. Garlapati Bharathamma,
W/o. G. Yadaiah,
R/o. H. No.16-11-741/C/6, Dilsukh Nagar,
Hyderabad,
Andhra Pradesh State.

20. Garlapati Yadaiah,
R/o. H. No.16-11-741/C/6/A,
Dilsukh Nagar,
Hyderabad,
Andhra Pradesh State.

21. Akkineni Saroja,
D/o. A. Nageswara Rao,
R/o. 8-2-293/82/A/255,
Road No. 18. Jubilee Hills,



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Hyderabad-500 033,
Andhra Pradesh State.

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22. M/s.Annapurna Apex Chemicals Pvt. Ltd.,
Represented by it's Managing Director,
A.V.Narayana Rao S/o.A.Nageswara Rao,
R/o.8-2-293/82/A, Road No. 2. Jubilee Hills,
Hyderabad 500 033, Andhra Pradesh State.
(or)
M/s.Annapurna Apex Chemicals Pvt Ltd.,
Represented by its Managing Director,
A.V. Narayana Rao, S/o.A.Nageswara Rao,
R/o.H.No.8-2-120/84/1/1/A, (New No.117),
Road No. 2. Banjara Hills,
Hyderabad 500 034,
Andhra Pradesh State.
23. Mallula Padma,
C/o.M.Srinivasa Rao,
R/o H.No.5-8/2,
S.P. Nagar, Bala Nagar Mandal,
Ranga Reddy District,
Andhra Pradesh State.
24. Mallula Shyamala,
W/o.M.Srinivasa Rao,
R/o.H.No.5-8/2,
S.P. Nagar, Bala Nagar Mandal,
Ranga Reddy District,
Andhra Pradesh State.
25. Lolla Sitharatnam,
W/o.L.Harnath,
R/o.H.No.2-30/C, Moosapet,
Bala Nagar Mandal,
Ranga Reddy District,
Andhra Pradesh State.



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26. Lolla Harnath,
S/o.L.Veerabhadram,
R/o.H.No.2-30/C, Moosapet,
Bala Nagar Mandal,
Ranga Reddy District,
Andhra Pradesh State.
27. Garlapati Shravan Kumar,
S/o.G. Yadaiah,
R/o. H. No.16-11-741/C/6/A,
Dilsukh Nagar, Hyderabad,
Andhra Pradesh State.
28. Garlapati Sridevi.
W/o.G.Shravan Kumar,
R/o. H. No.16-11-741/C/6/A,
Dilsukh Nagar, Hyderabad,
Andhra Pradesh State.
29. Garlapati Bharathamma,
W/o.G.Yadaiah,
R/o. H. No.16-11-741/C/6,
Dilsukh Nagar, Hyderabad,
Andhra Pradesh State.
30. M/s. S.V.L. Agro Oils (P) Ltd.,
Represented by its Managing Director,
Kodali Satyanarayana Chowdary,
S/o. K.Anjanaya Chowdary,
R/o. House No. 10-1-5, Sripuram Junction,
Vishakapatnam 530 003,
Andhra Pradesh State.
31. Bachu Venkatasathyanarayana,
C/o.M.Srinivasa Rao,
R/o.H.No:5-8/2,



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S.P. Nagar, Bala Nagar Mandal,
Ranga Reddy District,
Andhra Pradesh State.

32. M/s. Nimmagadda Surya Pradeep
Horticultural Farms Pvt Ltd..
Represented by its Managing Director,
N.R.Giridhar Kumar,
S/o.N.Janardhana Rao,
R/o.Plot No. 110, HIG,
Vanasthalipuram, Hyderabad 500 070,
Andhra Pradesh State.
33. Akshay Mandava,
S/o. Ravi Mandava,
R/o. H. No.589. Arora Colony,
Road No.3. Banjara Hills,
Hyderabad 500 034,
Andhra Pradesh State.
34. M/s. Nimmagadda Suryateja Farms Pvt. Ltd.,
Represented by its Managing Director,
N.R.Giridhar Kumar,
S/o.N.Janardhana Rao,
R/o.Plot No. 110, HIG,
Vanasthalipuram, Hyderabad 500 070,
Andhra Pradesh State.
35. M/s. Nimmagadda Suryateja Horticultural Farms Pvt Ltd.,
Represented by its Managing Director,
N.R.Giridhar Kumar,
S/o.N.Janardhana Rao,
R/o.Plot No.110, HIG,
Vanasthalipuram,
Hyderabad 500 070,
Andhra Pradesh State.



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36. M/s. Nimunagadda Surya Pradeep Biotech Pvt. Ltd,
Represented by its Managing Director,
NR Giridhar Kumar, S/o. N.Janardhana Rao,
R/o.Plot No.110, HIG, Vanasthalipuram,
Hyderabad 500 070,
Andhra Pradesh State.
37. Manthena Bapiraju,
S/o.M.V. Narasimha Raju,
R/o. H.No:1-130, Al-Bhimavaram Village,
Akividu Mandal, West Godavari District,
Pin Code 534 235, Andhra Pradesh State.
38. Penmetcha Ravi,
S/o. P. Subba Raju.
Roll No.1-130,
Al-Bhimavaram Village,
Akividu Mandal, West Godavari District Pin Code-534 235,
Andhra Pradesh State.
39. K. V.Satyanarayana Raju,
S/o .K.Subba Raju,
R/o.H.No.4-85, Al-Bhimavaram Village,
Akividu Mandal,
West Godavari District, Pin Code 534 235,
Andhra Pradesh State.
40. M/s. Annapurna Cine Tekniq Private Ltd.,
Represented by Venkat N.R. Akkineni,
S/o.A.Nageswara Rao,
R/o.No.8-2-293/82/A,
Road No.2, Jubilee Hills.
Hyderabad, Andhra Pradesh State
(or)
M/s. Annapurna Cine Tekniq Private Ltd.,
Represented by Venkat N.R.Akkineni,
S/o.A.Nageswara Rao,



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R/o.No.8-2-120/84/1/1/A,
Road No.2. Banjara Hills,
Hyderabad 500 034, Andhra Pradesh State

41. Kumbham Renuka,
W/o. (Late) Kumbham Sadasiva Reddy,
R/o.Damara Bheemanapally Village & Post,
Marriguda Mandal,
Nalgonda District,
Andhra Pradesh State.
42. M/s. Anish Orchardes Private Limited,
Represented by its Director,
S .Bhavani,
D/o. Shanmugan Sundaram,
R/o.No.5, Ramalinga Adigalaar Street,
Periyar Nagar, Chennai - 600 100,
Tamil Nadu.
(or)
S.Bhavani,
D/o. Shanmugan Sundaram,
(Director of M/s. Anish Orchardes Private Limited),
R/o. Compus 4, Kurinjalam Village,
Varadaiahpalem Mandal,
Chittoor District,
Andhra Pradesh
43. M/s. Ameya Orchardes Private Limited,
Represented by its Director,
P.Ragisha,
D/o. Ravindran,
R/o. No.5. Ramalinga Adigalaar Street,
Periyar Nagar, Chennai 600 100,
Tamil Nadu.
(or)
P.Ragisha,
D/o Ravindran,



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(Director of M/s. Ameya Orchards Private Limited),
R/o.Compus 4, Kurinjalum Village,
Varadaiahpalem Mandal,
Chittoor District,
Andhra Pradesh.

44. M/s. Bhadrak Plantations Private Limited,
Represented by its Director,
Radha, daughter of Bhiksham,
R/o No.5, Ramalinga Adigalaar Street,
Periyar Nagar,
Chennai- 600 100, Tamil Nadu.
(or)
M/s Bhadrak Plantations Private Limited,
Represented by its Director,
Radha, daughter of Bhiksham,
R/o GC-2, Bathalavallam Village,
Chedullapakkam, Varadaihalem Mandal,
Chittoor District, Andhra Pradesh.

45. M/s.Chetan Plantations Private Limited,
Represented by its Director,
C.Dharmika. D/o. Suryanarayana,
R/o. No. 5, Ramalinga Adigalaar Street,
Periyar Nagar, Chennai 600 100,
Tamil Nadu.
(or)
C.Dharmika,
D/o Suryanarayana,
(Director of M/s Chetan Plantations Private Limited),
R/o Compas 4, Kurinjalum Village,
Varadaiahpalem Mandal,
Chinoor District,
Andhra Pradesh.

46. M/s. Paramjeet Plantations Private Limited,
Represented by its Director,



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Anjana. D/o. Thimmappa,
R/o.No.5. Ramalinga Adigalaar Street,
Periyar Nagar, Chennai 600 100,
Tamil Nadu.

(or)

Anjana D/o, Thimmappa,
(Director of M/s Paramjeet Plantations Private Limited),
R/o.Compus 4. Kurinjalum Village,
Varadaiahpalem Mandal,
Chittoor District,
Andhra Pradesh.

47. M/s.Bhupen Orchardes Private Limited,
Represented by its Director Namitha,
D/o. Brahma Raj,
R/o. No. 17/7, 1 Floor,
MGMA Complex, Rabbinston Park Colony,
M.C Road, Chennai 600 021,
Tamil Nadu.

(or)

Namitha,
D/o.Brahma Raj,
(Director of M/s Bhupen Orchardes Private Limited),
R/o.Campus 4, Kurinjalum Village,
Varadaiahpalem Mandal,
Chittoor District, Andhra Pradesh.

48. M/s.Aditya Plantations Private Limited,
Represented by its Director,
S.Bhavani,
D/o.Shanmugan Sundaram,
R/o.No. 17/7, 1 Floor,
MGMA Complex. Rabbinston Park Colony,
M.C.Road. Chennai 600 021. Tamil Nadu.

(or)

S.Bhavani
D/o. Shanmugan Sundaram,



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(Director of M/s. Aditya Plantations Private Limited)
R/o. Compus 4, Kurinjalam Village,
Varadaiahpalem Mandal,
Chittoor District, Andhra Pradesh.

49. M/s. Manindra Agro Farms Private Limited,
Represented by its Director,
Anjana, D/o. Thimmappa,
R/o. No. 17/7, 1st Floor,
MGMA Complex, Rabbinston Park Colony,
M.C. Road, Chennai – 600 021,
Tamil Nadu.
(or)
Anjana,
D/o. Thimmappa,
(Director of M/s. Manindra Agro Farms Private Limited),
R/o. Compus 4,
Kurinjalam Village,
Varadaiahpalem Mandal,
Chittoor District, Andhra Pradesh.

50. M/s. Ajitabh Orchards Private Limited,
Represented by its Director,
Radha,
D/o. Bhiksham,
R/o. No.17/7, 1 Floor,
MGMA Complex, Rabbinston Park Colony,
M.C.Road, Chennai 600 021,
Tamil Nadu.
(or)
Radha,
D/o. Bhiksham,
(Director of M/s. Ajitabh Orchards Private Limited),
R/o. GC-2, Bathalavallam Village, Chedullapakam,
Varadaiahpalem Mandal,
Chittoor District,
Andhra Pradesh.



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51. R.Ganeshan,
S/o. R.R.Krishnan,
R/o, H.No. 10-1-574,
T.I.T. Blocks,
East Nehru Nagar,
Secunderabad 500 026,
Andhra Pradesh State.
52. T.P. Srinivas,
S/o. T.P. Venkatachary,
R/o. Plot No.61. P&T Colony,
Gandhi Nagar, Hyderabad 500 080,
Andhra Pradesh State.
53. G.M Mohiuddin,
S/o. Md Ismail,
R/o Qr.No.0-9, H.M.T. Township,
Hyderabad,
Andhra Pradesh State.
54. T.Satya Reddy,
S/o T. Gangi Reddy,
R/o. H. No. 10-145, S.B.I Colony,
Hyderabad,
Andhra Pradesh State
55. M.Chandra Mouli,
S/o. (Late) C.S.M. Naidu,
R/o. H. No. 12-2-417/64, Sharada Nagar Colony,
Hyderabad-500 026,
Andhra Pradesh State
56. M.R.Vinu Kumar,
S/o.K.Ravindran,
R/o. Qr. No. B/11, N.I.M.H, Manovikas Nagar,
Secunderabad,
Andhra Pradesh State.



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57. P.Anantha Lakshmi,
D/o. D.Padmanabhan,
R/o. H. No.10-3-152,
East Marredpally,
Secunderabad 500 026,
Andhra Pradesh State.

58. V.Chakradhar,
S/o. R.Varadarajan,
R/o. Plot No.48, Gandhi Nagar,
Hyderabad,
Andhra Pradesh State.

59. The Sub-Registrar,
Office of the Sub-Registrar,
Devarkonda,
Nalgonda District,
Andhra Pradesh State

60. The Tahsildar,
Office of the Tahsildar,
Marriguda Mandal,
Nalgonda District,
Andhra Pradesh State.

61. The Inspector of Police,
DB Pally Police Station,
Marriguda Mandal,
Nalgonda District,
Andhra Pradesh State.

62. The Superintendent of Police,
Office of the Superintendent of Police,
Nalgonda District,
Andhra Pradesh State.

.. Respondents



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C.A.No.159 of 2020

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1. M/s. Anish Orchardes Private Limited
rep. by its Director S.Bhavani,
D/o. Shanmuga Sundaram,
Compus 4, Kurinjalam Village,
Varadaiahpalam Mandal, Chittoor District,
Andra Pradesh.
2. M/s. Ameya Orchardes Pvt. Ltd,
rep. by its Director P.Ragisha,
D/o Ravindran,
No.5, Ramalinga Adigalaar Street,
Periyar Nagar, Chennai - 600 100.
3. M/s. Bhadrak Plantations Private Limited,
rep. By its Director Radha, D/o. Bhiksham,
GC - 2, Bathalavallam Village,
Chedullapakam, Varadaiahpalem Mandal,
Chittoor District Andhra Pradesh.
4. M/s. Chetan Plantations Private Limited,
represented by its Authorised Signatory,
C.Dharmika, D/o. Suryanarayanan,
Compus 4, Kurinjalam Village,
Varadaiahpalam Mandal, Chittoor District,
Andra Pradesh.
5. M/s. Paramjeer Plantations Private Limited,
Represented by its Director,
Anjana, D/o. Thimmappa,
Compus 4, Kurinjalam Village,
Varadaiahpalam Mandal, Chittoor District,
Andra Pradesh.
6. M/s. Bhupen Orchardes Private Limited,
Represented by its Director,



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Namitha, D/o. Brahma Raj,
Compus 4, Kurinjalum Village,
Varadaiahpalam Mandal, Chittoor District,
Andra Pradesh.

7. M/s. Adiya Plantation Private Limited
rep. by its Director S.Bhavani,
D/o. Shanmuga Sundaram,
Compus 4, Kurinjalum Village,
Varadaiahpalam Mandal, Chittoor District,
Andra Pradesh.

8. M/s. Manindra Agro Farms Private Limited,
Represented by its Director,
Anjana, D/o. Thimmappa,
Compus 4, Kurinjalum Village,
Varadaiahpalam Mandal, Chittoor District,
Andra Pradesh.

9. M/s. Ajitabh Orchardes Pvt. Ltd.,
Rep. by its Director Radha,
D/o, Bhiksham,
No.17/7, 1st Floor,
MGMA Complex,
Robbinson Park Colony,
M.G.Road, Chennai - 600021.

...Applicants

Vs.

1. The Official Liquidator,
High Court, Madras,
As Provisional Liquidator of
Maxworth Orchardes (India) Ltd.,
Rep. By Administrator Mr.K.Alagiriswami

...1st Respondent/
Applicant in

C.A.Nos.189-192 of 2013

2. The Sub - Registrar,
Office of the Sub - Registrar, Devarkonda,



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Nalagonda District,
Andhra Pradesh State.

3. The Tahsildar,
Office of the Tahsildar,
Marriguda Mandal,
Nalagonda District,
Andhra Pradesh State.
4. The Inspector of Police,
DS Pally Police Station,
Marriguda Mandal,
Nalagonda District,
Andhra Pradesh State.
5. The Superintendent of Police,
Office of the Superintendent of Police,
Nalagonda District,
Andhra Pradesh State.
6. Vijaya Padmanabhan,
W/o. Padmanabhan,
Plot No. 40, Syndicate Bank Colony,
West Marredipally,
Secunderabad Nehru Nagar,
Secunderabad, Hyderabad,
Telangana - 500 026.
7. Nirmala Bevinahal,
W/o. Raghavendrachar Bevinahal,
Flat No. 803, Ebony Salarpuria Greenage,
Hour Main Road, Bommanahalli,
Next to Oxford Engineering College,
Begur Bommanahalli,
Bengaluru, Karnataka - 506 068 ...

Intervenors as per
order dated 26.02.2021 in
C.A.No. 289 and 290 of 2020



PRAYER IN C.A.No.189 OF 2013: This application is filed under Order XIV Rule 8 OS Rules read with Section 446(2), 450, 456 and 457 of the Companies Act, 1956 and Section 9, 11(b) and 19 of the Company Court Rules, seeking to (A) set aside the sale deeds bearing nos.2369/1998, 2370/1998, 2371/1998, 2372/1998, 2373/1998, 2374/1998 all dated 3/8/1998, 5240/1999, 5241/1999, 5242/1999, 5243/1999, 5244/1999, 5245/1999, 5246/1999, 5247/1999 all dated 29/10/1999, 4297/2000, 4298/2000, 4299/2000, 4300/2000 all dated 28/11/2000, 4348/2000, 4349/2000 all dated 4/12/2000, 263/2001, 264/2001 all 5/12/2001, 2836/2004, 2837/2004, 2838/2004 all dated 26/6/2004, 4118/2000, 4119/2000, 4377/2000, 4378/2000 all dated 6/12/2000, 731/2001 dated 3/2/2001, 1747/2002, 1748/2002, 1749/2002, 1750/2002, 1751/2002 all dated 5/6/2002, 259/2003, 260/2003, 261/2003, 262/2003 all dated 24/1/2003, 263/2003 dated 25/1/2003, 278/2003 dated 27/1/2003, 377/2003 dated 3/2/2003, 3771/2003 dated 12/11/2003, 2830/2004, 2831/2004, 2832/2004 all dated 26/6/2004, 2913/2004 dated 1/7/2004, 2975/2004, 2976/2004 all dated 6/7/2004, 3064/2004, 3065/2004, 3066/2004, 3067/2004, 3068/2004 all dated 12/7/2004, 3148/2004, 3149/2004 all dated 15/7/2004, 3703/2004, 3704/2004, 3705/2004, 3706/2004, 3707/2004, 3708/2004 all dated 17/8/2004, 3970/2004, 3971/2004 all dated 9/9/2004, 4872/2004, 4873/2004, 4874/2004, 4875/2004, 4876/2004, 4877/2004 all dated 21/12/2004, 2588/2006 dated 29/3/2006, 1377/2012, 1378/2012, 1379/2012,



1380/2012, 1381/2012, 1382/2012, 1383/2012 all dated 27/4/2012, 1598/2012, 1599/2012, 1600/2012, 1601/2012, 1602/2012 all dated 15/5/2012 registered in the office of the 59th respondent as null and void and consequently declare that the conveyance of the properties under the sale deed do not convey any right, title or interest in the schedule property (Schedule Nos.2 to 84) in favour of the respondents 1 to 58 and consequently grant an permanent injunction restraining the respondent no 1 to 58, their men, agent or servants or any one claiming through them from in any way interfering with the lawful possession of the Applicant Company over the scheduled property (Schedule No.1);

PRAYER IN C.A.No.190 OF 2013:- This application is filed under Order XIV Rule 8 of the O.S.Rules read with Sections 446(2), 450, 456 & 457 of the Companies Act & Sections 9, 11(b) & 19 of the Companies Court Rules, 1959, seeking an interim order of injunction restraining the Respondent Nos.1 to 58, their men, agent or servants or anyone claiming through them from any way alienating by way of Sale, Mortgage, Lease or otherwise the property covered under Schedule 1 and consequently granting an injunction restraining the 59th respondent from registering any further Sale, Mortgage or lease on the property covered under Schedule 1 and direct the respondent no 60 not to issue any patta in the survey nos. covered in the Schedule of Property 1;



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PRAYER IN C.A.No.191 OF 2013:- This application is filed under Order XIV Rule 8 of the O.S.Rules read with Sections 446(2), 450, 456 & 457 of the Companies Act & Sections 9, 11(b) & 19 of the Companies Court Rules 1959 seeking an interim order of injunction restraining the Respondent Nos.1 to 58, their men, agent or servants or anyone claiming through them from any way interfering with the applicant's lawful possession of Scheduled property covered under Schedule 1 of the applicant company;

PRAYER IN C.A.No.192 OF 2013:- This application is filed under Order XIV Rule 8 of the O.S.Rules read with Sections 446(2), 450, 456 & 457 of the Companies Act & Sections 9, 11(b) & 19 of the Companies Court Rules, 1959, seeking to direct the respondent Nos.61 and 62 to give protection to the Care Taker and to the landed property acquired by the Applicant Company and receive any complaint lodged by the Care Taker, file FIR and take suitable action against the Culprits.

PRAYER IN C.A.No.159 OF 2020:- This application is filed under Order XIV Rule 8 of the O.S.Rules read with Sections 9, 11(b) of the Companies Court Rules, 1959, seeking to recall the order dated 02.08.2019 made in Company application No. 174 of 2019 in Company petition No.57 of 1998 on the file of the Hon'ble High Court of Madras

Applicants in C.A. No.189/2013 & : Mr.H.Karthik Seshadri
Respondents in CA No.159/2020 Assisted by Mrs.Nagasaila
Suresh, Administrator,



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Comp.A.Nos.189 to 192 of 2013 & 159 of 2020

Mrs.Ambili, B,
Deputy Liquidator,

Applicant in C.A. No.159/2020 & : Mr.P.S.Raman,
Respondents 42 to 50 in Senior Counsel,
C.A. No. 189/2013 for Mr.V.Karthikeyan
Mr.R.Karunakaran

Intervenors in CA No: 159/2020 : Mr.T.Mohan,
Senior Counsel
for M/s.Abhinav
Parthasarathy

For Respondents R22,33,36,37 : Mr.Rahul Balaji
38 & 39 in in C.A.No.189/2013

COMMON ORDER

Maxworth Orchards (India) Limited (the Company) was incorporated with the object of setting up plantations and growing mainly fruit trees thereon. The Company ran into financial difficulties and could not meet its obligations. In those circumstances, C.P.No.57 of 1998 was filed by a creditor and an Administrator was appointed on 12.02.2001. By subsequent order dated 17.09.2010 in C.A.Nos.884 to 886 of 2008, the Official Liquidator was appointed as the provisional liquidator.



2. One of the projects of the company was called Max-Damera

Bheeman Palle. This project related to lands in Damera Bheeman Palle village in undivided Andhra Pradesh. Upon receiving information from the care taker that fraudulent and illegal transactions had taken place in respect of the lands of the Company, the Official Liquidator filed C.A.Nos.189 to 192 of 2013 to: set aside the sale deeds described in the Judge's summons pertaining to the lands described in the schedules thereto; restrain respondents 1 to 58 therein from alienating, encumbering or otherwise dealing with the lands described in the schedule and to restrain respondents 59 and 60 therein from registering any conveyance or issuing pattas, respectively, in respect thereof; restrain respondents 1 to 58 from directly or indirectly interfering with the company's lawful possession of the schedule property; and direct respondents 61 and 62 to provide protection to the care taker, receive complaints lodged by the said care taker and take suitable action.

3. Notices issued to many of the respondents in the above mentioned applications were returned 'unserved'. By asserting that



Comp.A.Nos.189 to 192 of 2013 & 159 of 2020

the respondents therein were evading service of notice while endeavoring to alienate the assets, the Official Liquidator filed C.A.Nos.171 to 174 of 2019 to restrain the Sub Registrar and Tahsildar, respectively, from registering conveyances or issuing pattas in respect of the properties described in the respective Judge's Summons; permit the Official Liquidator to issue a paper publication warning the public against dealing with the property described in the schedule; and direct the jurisdictional Inspector of Police and Superintendent of Police to provide necessary assistance and help to the Official Liquidator to take possession of the assets.

4. In these applications, an order dated 02.08.2019 was issued and C.A.Nos.171 to 174 of 2019 were allowed. Upon coming to know of the order in C.A.Nos.171 to 174 of 2019, C.A.Nos.147 to 153 of 2020 were filed by Mahindra Agro Farms Private Limited, Bhupen Orchardes Private Limited, Chetan Plantation Private Limited, Anish Orchardes Private Limited, Aditya Plantation Private Limited, Bhadrak Plantation Private Limited, Paramjeet Plantation Private Limited seeking to set aside the order dated 02.08.2019 in



Comp.A.Nos.189 to 192 of 2013 & 159 of 2020

C.A.Nos.171 to 174 of 2019. By order dated 07.08.2020, these applications were closed by reserving the right of the applicants therein to file an application to recall order dated 02.08.2019. Thereafter, C.A.No.159 of 2020 was filed by Anish Orchardes Private Limited and 8 others to recall the order dated 02.08.2019 in C.A.No.174 of 2019.

5. On 13.12.2023, it was noticed that many of the respondents had not been served earlier in C.A. Nos 189 to 192 of 2013. After taking into account the fact that notice could not be served on these respondents in spite of notice being ordered on several occasions, substituted service was ordered by publication in the English daily 'New Indian Express', Southern Edition, and the Telugu Daily 'Andhra Jyothi' specifying the next date of hearing as 4.01.2024. Pursuant thereto, the Official Liquidator effected substituted service by publication in one issue of each of the above mentioned dailies on 12.01.2024 and 13.01.2024 respectively. The paper publications were submitted with memo dated 23.01.2024. The applications were heard



thereafter. All the pending applications referred to above are considered and disposed of by this common order.

Counsel and contentions:

6. Oral arguments on behalf of the rival claimants to the property were addressed by Mr.P.S.Raman, learned senior counsel, assisted by Mr. V.Karthikeyan and R.Karunakaran, learned counsel. Oral arguments on behalf of the Company/Administrator were advanced by Mr.H.Karthik Seshadri, learned counsel. Respondents 22 to 33, 36, 37 38 and 39 were represented by Mr. Rahul Balaji, learned counsel. Mr.T.Mohan, learned senior counsel, assisted by Mr. Abhinav Parthasarathy, appeared for Vijaya Padmanabhan and Nirmala Bevinhal, investors/depositors of the Company who were permitted to intervene in C.A.No.159 of 2020, by order dated 26.02.2021 in C.A. Nos.289 and 290 of 2020.

7. The first contention of Mr. Karthik Seshadri was that the Company acquired the lands from the original land owners. He submitted that 25% of the sale consideration was paid to the



respective land owners and 6 agreements of sale, each dated

31.10.1995, were executed by the land owners to and in favour of the

Company, represented by its Deputy Manager, Mr.V.Chakradhar.

Each agreement of sale specified the total sale consideration and

further provided that the balance sale consideration should be paid

within 120 days from the date of the agreement or within such

extended period as may be agreed upon. He also submitted that the

vendors agreed to convey the property described in the schedule

thereto either in favour of the purchaser or its nominee or, in the

alternative, by executing an irrevocable power of attorney in favour

of the purchaser or its employees or nominees upon receipt of full

and final payment. After the execution of these agreements of sale,

learned counsel submitted that the balance sale consideration was

paid to the respective land owners and such land owners

acknowledged the receipt of full and final payment by issuing

receipts/acknowledgments under which it was also recorded that

physical possession was being handed over to the company.



8. Mr.Karthik Seshadri further submitted that powers of attorney were executed, thereafter, in favour of seven employees of the company in liquidation, namely, G.M.Mohiuddin (R53), Mrs.P.Anantha Lakshmi (R57), T.Satya Reddy (R54), M.Chandra Mouli (R55), R.Ganeshan (R51), M.R.Vinu Kumar (R56), and V.Chakradhar (R58). In addition, sale deeds were executed by the land owners in favour of one former employee of the company, namely, T.P.Srinivas (R52). These powers of attorney were executed between 10.01.1996 and 02.02.1996. In order to establish that the Company was the beneficiary of these transactions, he further submitted that a sale deed dated 19.03.1996, bearing Document No.470 of 1996, was executed by 27 land owners represented by G.M.Mohiuddin, T.Satya Reddy, M.R.Vinu Kumar, R.Ganeshan, and M.Chandra Mouli to and in favour of the Company in respect of an aggregate extent of 19 guntas, which is equivalent to 0.192 hectares, in the survey numbers described in the schedule to such sale deed.

9. Apart from the receipts/acknowledgments from the original land owners, Mr. Karthik Seshadri pointed out that the Company is



also in the possession of ledger accounts reflecting amounts paid for the acquisition of these lands. He also submitted that the Company has custody of the original agreements for sale, the original powers of attorney and original sale deed Document No.470 of 1996. After the winding up commenced on or about 24.02.1998, learned counsel submitted that the Company's ex-employees, i.e. agents under these powers of attorney, took advantage of the collapse of the Company and fraudulently executed sale deeds in favour of some of the respondents herein.

10. According to learned counsel, the first set of such sale deeds were executed on or about 04.08.1998 by one of the agents, R.Ganeshan (R51 in C.A.Nos.189-192 of 2013), under Document Nos.2369/1998 to 2374 of 1998 in favour of R3-R8 in C.A.Nos.189-192 of 2013. In the same manner, he submitted that sale deeds were executed fraudulently by the other agents. T.P.Srinivas(R52 in C.A.Nos.189-192 of 2013) executed Document Nos. 5240/1999 to 5245/1999 in favour of R9-R14. By pointing out that the original sale deeds in favour of T.P.Srinivas are in the custody of the Company, he



also pointed out that K.V.Prasad (R1) was the witness in respect of all six sale deeds referred to above. He also referred to the execution of sale deeds bearing Document Nos. 5246 and 5247/1999 by G.Mohiuddin (R53 in C.A.Nos.189-192 of 2013) in favour of R1 and R2; sale deeds bearing Document Nos. 4348-4349/2000 executed by Vinu Kumar (R56 in C.A.Nos.189-192 of 2013) in favour of R17-R18; sale deeds bearing Document Nos. 4297-4300/2000 executed by T.Sathya Reddy and M. Chandramouli (R54 and R55 in C.A.Nos.189-192 of 2013) in favour of R15, R11 and R16; sale deeds bearing Document Nos.263-264/2001 executed by P.Ananthalakshmi (R57 in C.A.Nos.189-192 of 2013) in favour of R19-R20, including the denial of such execution by the agent in her counter affidavit; and sale deeds bearing Document Nos. 2836-2838/2004 executed by R.Ganesan (R51 in C.A.Nos.189-192 of 2013) in favour of R22, R21 and R1.

11. After pointing out that these properties were purportedly transferred thereafter to other respondents and that the applicants in C.A.No.159 of 2020 claim title under sale deeds executed in the year



2012, learned counsel contended that all the conveyances effected after commencement of winding up are not *bona fide*. By comparing the sale consideration mentioned in the sale deeds in favour of the respective applicants and the funds available as per the financial statements of the entity concerned, he contended that the alleged purchases are not genuine. Consequently, he contended that all the sale deeds are liable to be set aside.

12. Mr. Mohan submitted that the intervenors had invested in the Max-Damera Bheeman Palle Project and had executed maintenance agreements with the Company. He endorsed the contentions of Mr. Karthik Seshadri and submitted that the ex-employees played a fraud on the Company by taking advantage of its insolvent status and caused losses to the investors.

13. In response to these contentions, the first contention of Mr.P.S.Raman was that the order dated 02.08.2019 in C.A.Nos.171 to 174 of 2019 is liable to be recalled on the sole ground that necessary parties were not arrayed as respondents therein. By referring to the



cause title to the said applications, he submitted that the Administrator and the Official Liquidator committed the grave error of only arraying official respondents, such as the jurisdictional Sub Registrar, jurisdictional Tahsildar and jurisdictional police officials. In effect, he submitted that the said order was obtained behind the back of the owners of the property.

14. The next contention of Mr.Raman was that the Company cannot assert title by relying on the powers of attorney in favour of alleged ex-employees. By referring to the powers of attorney, he submitted that these powers of attorney do not refer to the payment of any consideration by the agents. By referring to the judgments of the Hon'ble Supreme Court in *Suraj Lamp & Industries (P) Ltd. v. State of Haryana*, (2009) 7 SCC 363 and (2012) 1 SCC 656 (*Suraj Lamps I and II*) and *Ghanshyam v. Yogendra Rathi*, (2023) 7 SCC 361 (*Ghanshyam*), learned senior counsel contended that the Hon'ble Supreme Court held categorically that right, title or interest in immovable property cannot be claimed on the basis of powers of attorney. According to him, the same principle applies in respect of agreements of sale.



WEB COPY 15. Without prejudice, the next contention of learned senior counsel was that the first sale in favour of the vendors of the current claimants was in the year 2006 whereas the first applications to set aside the sale deeds were filed in the year 2013. The winding up commenced in early 1998. Therefore, learned senior counsel contended that the sale deeds executed in 1996 preceded the commencement of winding up by more than one year.

16. He refuted the allegation regarding the financial incapability of the applicants by contending that the financial statements disclose these assets and the source for such acquisition. Even otherwise, he contended that the application to set aside the sale deeds are barred both by laches and acquiescence even if not barred by limitation. In support of this proposition, he relied upon the judgment of the Hon'ble Supreme Court in *Prabhakar v. Joint Director, Sericulture Department & Others*, (2015) 15 SCC 1. In support of the contention regarding acquiescence and laches, he referred to the statement of affairs filed by the ex-directors on 20.09.2006 and



contended that the alleged illegal transactions in Andhra Pradesh were referred to therein and that the Max- Damera Bheeman Palle Project was expressly referred to in Annexure C thereof. The report dated 21.06.2007 of the Inspector of Police and the subsequent report dated 28.04.2011 were also adverted to. Further, he pointed out that a solar power plant was established on these lands and that possession is not with the Official Liquidator. Therefore, he also contended that the balance of convenience is not in favour of setting aside the conveyances in favour of the current claimants.

17. Mr.Karthikeyan, learned counsel, made submissions to supplement the submissions of Mr.Raman. He reiterated that agreements of sale do not convey right, title and interest in the property and that the powers of attorney do not stipulate that consideration was paid by the agent. He also contended that the Company has failed to place on record any documents indicating that the agents under the powers of attorney were employees of the Company.



18. By way of rejoinder, Mr.H.Karthik Seshadri reiterated that the original powers of attorney and the sale deed bearing Document No.470 of 1996 are in the custody of the Company. He further submitted that one sale deed, which was executed by the original land owners in favour of Mr.T.P.Srinivas, one of the agents who is arrayed as R52, is also in the custody of the Company. He also pointed out that the Pahani register, which is equivalent to the adangal, reflects the name of the Company. By referring to clause 8 of the agreements of sale, which are in identical terms, he submitted that it is recorded therein that the vendors shall have no right in the property.

Discussion, analysis and conclusions

19. The first question that falls for consideration on the basis of these rival contentions is whether the Company has placed on record sufficient evidence of ownership of the lands in Damera Bheeman Palle. The Company relied upon 6 agreements of sale for an aggregate extent of about 346.92 acres. Therefore, these documents



are required to be closely examined. All 6 agreements of sale were executed on 31.10.1995.

20. The agreement of sale executed by K.Uttaramma, K.Sudhakar Reddy, K.Narayana Reddy, K.Sadashiv Reddy and K.Narasimha Reddy in favour of the Company is examined first. The agreement for sale specifies the total consideration of Rs.11,10,337.50, and that a sum of Rs.2,77,584.40 was paid as advance. This agreement of sale contains a schedule and such schedule describes five parcels labelled as Parts A to E, with each parcel owned by one of the vendors under the agreement of sale. Along with additional report dated 14.08.2023, the Administrator has filed the acknowledgments /receipts issued by the original land owners. The receipts in respect of lands described as Parts A, B and D in this agreement of sale are contained at pages 400 to 402 and 419 to 420 of the compilation containing the said additional report. The receipts relating to Part C are at page 406 to 408 of the compilation containing the additional report, and the receipt relating to Part E is at pages 403 to 405 of the compilation containing the additional report. The



receipts record that full and final payment was received from the Company by the land owners.

21. The second agreement of sale on record was executed by K.Ram Reddy, K.Sarojanamma, Lakshmi Narasimha Reddy, K.Venugopal Reddy, K.Malla Reddy and K.Rama Devi in favour of the Company. This agreement of sale records that the total consideration is Rs.15,01,350/- and that a sum of Rs.3,75,337.50 had been paid when the agreement of sale was executed. The schedule to this agreement of sale describes Parts A to F of the property as owned by each vendor under the agreement of sale. The receipts for Parts A to F are contained at pages 370 to 373 of the compilation containing the additional report of the Administrator. The receipts record that full and final payment was received from the Company by the land owners.

22. The third agreement of sale on record was executed by E.Ananthamma, E.Yadamma and P.Brahmaiah in favour of the Company. The schedule describes the property as comprising Parts



A to C. The total consideration mentioned in the agreement of sale is a sum of Rs.3,70,126.50 and it is recorded therein that an advance of about Rs.92,531.65 was received. The receipt in respect of Part A is at pages 380 to 382; the receipt in respect of Part B is at page 382 to 385; and the receipt in respect of Part C is at pages 386 to 388 of the compilation containing the additional report of the Administrator. The receipts record that full and final payment was received from the Company by the land owners.

23. The fourth agreement of sale on record was executed by O.Narsamma, O.Narayana Reddy, P.Kondaiah and P.Yadaiah as vendors in favour of the Company. The total sale consideration specified therein is a sum of about Rs.6,50,000/-. This agreement of sale records that a sum of Rs.1,62,703.15 was received by the vendors as advance at the time of execution thereof. The schedule refers to Parts A to C. The receipts for Parts A and B are at pages 374 to 376; and the receipt for Part C is at pages 377 to 379 of the compilation of documents containing the additional report of the



Administrator. The receipts record that full and final payment was received from the Company by the land owners.

24. The fifth agreement of sale on record was executed by the following vendors: (1) K.Lakshma Reddy, K.Yattamma, K.Aruna, K.Venkat Reddy, P.Bharatamma and P.Srinivas Reddy to and in favour of the Company. The total sale consideration specified in the agreement of sale is Rs.17,44,849.50. The agreement of sale records that the purchaser has paid Rs.3,87,649.90 at the time of execution of the agreement of sale. The schedule divides the property into Parts A to F. The corresponding receipts are at Pages 410 to 413; and 416 to 418. The receipts record that full and final payment was received from the Company by the land owners.

25. The sixth and last agreement of sale on record was executed by Narasimmha, Ramachandramma and K.Lakshmaiah in favour of the Company. The total sale consideration specified in the agreement of sale is a sum of Rs.1,43,750/-. This agreement records that the sum of Rs.30,983/- was paid at the time of execution. The schedule



describes the property as consisting of Parts A to C. The corresponding receipts for Parts A and B are at Pages 393-395 and the receipts for Part C at Pages 396 – 398. The receipts record that full and final payment was received from the Company by the land owners.

26. Therefore, by way of evidence, the Company has placed on record 6 agreements of sale executed by the respective land owners in favour of the Company represented by Mr.V.Chakradhar, Deputy Manager. Each agreement of sale records the total sale consideration and the advance received by the land owners at the time of execution thereof. Corresponding receipts/acknowledgments are available in respect of lands covered by each agreement of sale. These documents record and acknowledge receipt of full and final sale consideration by the land owners. When read jointly, there is evidence that the total sale consideration was received by the land owners. Since each agreement of sale is in near-identical terms, by way of illustration, it is pertinent to set out clause 8 thereof:



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Comp.A.Nos.189 to 192 of 2013 & 159 of 2020

8. *The VENDOR/S shall convey the Schedule Property either in favour of the Purchaser and/or in the name/s of the PURCHASER'S nominee or nominees either as a whole or in various divided portions thereof or in various individed shares thereof by one or more Sale Deeds, in such and form and manner as may be required by the PURCHASER or in the alternative VENDOR/S or receipt of full and final payment shall execute an irrevocable power of attorney either in favour of the PURCHASER or in favour of its Employees or nominees as the case may be and after execution of such Power of Attorney, the VENDOR/S shall not have any claim or right or possession over the property.*

27. The Company also relies upon the powers of attorney executed thereafter in favour of its employees. According to the Company, these powers of attorney were executed pursuant to the above extracted clause 8. All the original powers of attorney are in the custody of the Company. On examining these powers of attorney, as contended by the rival claimants, the powers of attorney do not describe the respective agent as an employee of the Company. In



order to establish that these persons were employees, the Company has placed on record various documents, such as the employment application, offer letter, etc. The 8 agents were also arrayed as R51 to 58 in the applications filed in the year 2013. The agents did not contest or deny the assertions of the Company by entering appearance in the proceedings.

28. Apart from the fact that one of the agents, V.Chakradhar, executed the 6 agreements of sale on behalf of the Company and is described in such documents as the Deputy Manager of the company, about 4 sale deeds (Document Nos.232-235/1996) were executed in favour of one of the agents, T.P.Srinivas, by the land owners, and the originals thereof are in the custody of the Company. Another sale deed for a total extent of 19 guntas, which is equivalent to about 0.475 acres, was executed on behalf of the original land owners by 5 agents, namely, G.M.Mohiuddin, T.Satya Reddy, M.R.Vinu Kumar, R.Ganeshan and Chandra Mouli (R51,53,54,55 and 56) under Document No.470 of 1996 in favour of the Company. When all these facts and circumstances are considered cumulatively,



the only reasonable conclusion is that these persons were employees of the Company when the powers of attorney were executed in their favour between 10.01.1996 and 02.02.1996.

29. The Company has also placed on record the Pahani register, which records that the Company is in enjoyment of rights in respect of these lands. A representative sample of a maintenance agreement and details of the payment of an aggregate sum of Rs.1,99,51,757.80 by about 372 customers of the Company have also been placed on record. The rival claimants trace title through sale deeds executed by the agents under the powers of attorney. These sale deeds were executed between 03.08.1998 and 26.06.2004. The winding up commenced on or about 24.02.1998. After further conveyances, the applicants in C.A.No.159 of 2020 rely on about 13 sale deeds executed between 27.04.2012 and 15.05.2012 in their favour. The documents on record disclose that each of these entities was incorporated in 2012, i.e. the year of purchase. The financial statements, especially the paid-up capital at the relevant time, also raise doubts about financial capability and genuineness, but it is



unnecessary to record definitive findings in view of the following reasons. Contrary to the contentions of Mr.Raman, all the conveyances on the basis of which the above mentioned rival claimants trace and assert title were subsequent to the commencement of winding up. Under Section 536(2) of the Companies Act, 1956, any disposition of the assets of a company after the commencement of winding up is void unless the court directs otherwise. Validation under Section 536(2) is warranted only when the dispositions are in the interest of the company concerned. In the factual context of these conveyances being void unless validated by this Court, the contentions of Mr. Raman on the basis of alleged acquiescence and laches are untenable.

30. In the case at hand, there is sufficient evidence to conclude that the Company had paid the total sale consideration to the original land owners pursuant to the agreements of sale. Powers of attorney in favour of then employees of the Company were executed thereafter. After the Company ran into financial difficulties and winding up proceedings were initiated, it appears that the agents of



the Company turned rogue and unlawfully executed conveyances in favour of the predecessors of the rival claimants. Therefore, these conveyances are both unauthorized and inimical to the interest of the Company.

31. In *Suraj Lamps II*, the Hon'ble Supreme Court carved out an exception in respect of powers of attorney executed for legitimate purposes, including in favour of a developer. The relevant paragraphs 26 and 27 are as under:

“26....The said “SA/GPA/will transactions” may also be used to obtain specific performance or to defend possession under Section 53-A of the TP Act. If they are entered into before this day, they may be relied upon to apply for regularisation of allotments/leases by development authorities. We make it clear that if the documents relating to “SA/GPA/will transactions” have been accepted/acted upon by DDA or other developmental authorities or by the municipal or Revenue Authorities to effect mutation, they need not be disturbed merely on account of this decision.



27. We make it clear that our observations are not intended to in any way affect the validity of sale agreements and powers of attorney executed in genuine transactions. For example, a person may give a power of attorney to his spouse, son, daughter, brother, sister or a relative to manage his affairs or to execute a deed of conveyance. A person may enter into a development agreement with a land developer or builder for developing the land either by forming plots or by constructing apartment buildings and in that behalf execute an agreement of sale and grant a power of attorney empowering the developers to execute agreement of sale or conveyances in regard to individual plots of land or undivided shares in the land relating to apartments in favour of prospective purchasers. In several States, the execution of such development agreements and powers of attorney are already regulated by law and subjected to specific stamp duty. Our observations regarding “SA/GPA/will transactions” are not intended to apply to such bona fide/genuine transactions.”

The subsequent judgment of the Hon'ble Supreme Court in *Ghanshyam* affirmed the ratio in *Suraj Lamps I and II*.



32. For reasons set out above, the acquisition of relevant lands

by the Company through agreements of sale, receipts and powers of attorney fall within the exception carved out in *Suraj Lamps II*. Therefore, the Company is entitled to succeed and the application filed by the rival claimants is liable to be rejected by leaving it open to the said applicants to make claims, if any, against their respective vendors. No opinion is being expressed, however, on the merits of such claims, if any.

33. In the result, it is ordered as follows:

(i) C.A.No.189 to 192 of 2013 are disposed of by:

(a) declaring that all the impugned sale deeds, described in the Judge's Summons and schedules in C.A.No.189 of 2013, are void. Consequently, the mutation of revenue records on the basis of the impugned sale deeds are also declared void.



Comp.A.Nos.189 to 192 of 2013 & 159 of 2020

(b) As a corollary, the Official Liquidator is directed to take necessary steps for the mutation of records in the jurisdictional Sub Registrar offices and in the relevant revenue records.

(c) The Official Liquidator shall also take necessary steps to secure and safeguard the immovable property. For such purpose, the jurisdictional police and revenue officials are directed to extend all necessary assistance.

(ii) C.A.No.159 of 2020 is dismissed by leaving it open to the applicants to make claims, if any, against the respective vendors.

(iii) There shall be no order as to costs.

18.12.2024

Index : Yes/No
Internet : Yes/No
Neutral Citation : Yes/No
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Comp.A.Nos.189 to 192 of 2013 & 159 of 2020

To

WEB COPY

1. The Sub-Registrar,
Office of the Sub-Registrar,
Devarkonda,
Nalgonda District,
Andhra Pradesh State
- 2 . The Tahsildar,
Office of the Tahsildar,
Marriguda Mandal,
Nalgonda District,
Andhra Pradesh State.
- 3 . The Inspector of Police,
DB Pally Police Station,
Marriguda Mandal,
Nalgonda District,
Andhra Pradesh State.
4. The Superintendent of Police,
Office of the Superintendent of Police,
Nalgonda District, Andhra Pradesh State.

SENTHILKUMAR RAMAMOORTHY J.



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Comp.A.Nos.189 to 192 of 2013 & 159 of 2020

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Pre-delivery order made in
Comp.A.Nos.189 to 192 of 2013 & 159 of 2020 in
C.P.No.57 of 1998

18.12.2024