IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 20.11.2023

PRONOUNCED ON : 22 .03.2024

CORAM:

THE HONOURABLE MR.JUSTICE A.A.NAKKIRAN

C.S No.996 of 2016

1.Uthra Narasimhan
2.Minor G.Rishwanth
3.B.S.Geetha Bai
4.R.Lakshmanan ... Plaintiffs

..Vs..

1.The Chennai Metro Rail Limited
Rep. by its Managing Director
Administrative Building- C M R L Depot
Poonamallee High Road
Koyambedu, Chennai-600 107

2.M/s.Nagarjuna Constructions Ltd
Rep. by its Managing Director
O.No.13, N.No.91 Ormes Road
Kilpauk, Chennai-600 010.

3.M/s.Nagarjuna Constructions Ltd.,
Rep. by its Deputy General Manager
C M R L Site
Old No.13, New No.91, Ormes Road
Kilpauk, Chennai-600 010.

4. L & T General Insurance Co. Ltd.,
Rep. by its Deputy General Manager
(Commercial Claims)
6th Floor, City-II, Plot No.177, CST Road
Kalina, Santha Cruz (East)
Mumbai-600 098.

Branch Office:
L & T General Insurance Co. Ltd.,
Rep. by its Authorised Signatory
6th Floor, A-Wing, KGN Towers
No.62, Ethiraj Salai, Egmore
Chennai-600 105.

5. HDFC General Insurance Ltd.,
(HDFC General),
A wholly owned subsidiary of
HDFC ERGO General Insurance Company Ltd.,
First Floor, No.165-166, Backbay Reclamation
H.T. Parekh Marg, Church Gate
Mumbai-400 020

Branch Office:
HDFC General Insurance Ltd.,
(HDFC General),
A wholly owned subsidiary of
HDFC ERGO General Insurance Company Ltd.,
R.R. Towers, Second Floor, No.94/95,
Thiru-vi-ka Industrial Estate, Guindy
Chennai-600 032. .. Defendants

(Amended as per order dated 25.07.2019
in Application No.1499 of 2019)

Prayer: Civil Suit has been filed under Order IV Rule 1 of O.S Rules read with Order VII Rule 1 CPC under Section 26 CPC, praying to pass the following judgment and decree against the defendants:

a) directing the defendants 1 to 5 jointly and severally to pay to the plaintiffs a sum of Rs.2.50 crores as compensation damages together with interest at 18% per annum on Rs.2.50 crores from the date of plaint upto the date of realization of the entire amount, due to the death of late L.Giridhar on 17.06.2015;

b) for costs of the suit.

For Plaintiffs : Mr.P.Seshadri

For Defendants : Mr.Rita Chandrasekar
Assisted by T.Karthik
for Mr.V.P.Mohamed Moin -D1
Mr.P.J.Rishikesh for D2 & D3
Mr.M.B.Raghavan for D5
No Appearance for D4

JUDGMENT

This Civil Suit has been filed, directing the defendants 1 to 5 to pay a sum of Rs.2.50 crores as compensation damages together with interest at 18% per annum on Rs.2.50 crores from the date of plaint upto the date of realization of the entire amount, due to the death of late L.Giridhar on

17.06.2015 and for costs.

2. The case of the Plaintiff, as set out, in the plaint is as follows:-

(a).The plaintiffs 3 and 4 are the mother and father of their only son late L.Giridhar. The 1st plaintiff is the widow of late L.Giridhar and the 2nd plaintiff is the minor son of late Giridhar. The deceased was born on 28.09.1985 to the 3rd and 4th plaintiffs. He was a very intelligent student and during his school days, he has been awarded various certificates including for passing Hindi Examinations and Typewriting examinations and he was also involved in several extra curricular activities. He was also awarded certificate from the National Computer Education Centre DC Elcot Software Ltd., (both software and hardware). He has also obtained driving license from the Licensing Authority of Tamil Nadu on 16.11.2009 valid till 15.11.2029. He has also registered his name in the District Employment Exchange, Thiruvannamalai. He also purchased a two wheeler in his name with life time tax and insurance having been paid. He had obtained a B.Tech degree from the Bharat University in Electrical and Electronics Engineering in second class. He also secured M.B.A degree from Annamalai University in Human

Resources Development through Directorate of Distance Education in first class. Thereafter, late Giridhar joined V-2 Soft Pvt. Limited at Chennai (I.T) company on 21.04.2014, by appointing him from 21.04.2014 on an annual salary of Rs.2,46,581/-. After securing employment, late Giridhar was married to the 1st plaintiff.

(b) On 01.06.2015, an extended appointment order increasing the salary of late L.Giridhar to Rs.4,50,000/- with effect from 1.4.2015 was issued. It was specifically mentioned in the said letter while appreciating all the efforts of late L.Giridhar in various projects of the company that Giridhar's Association with the company has been a gratifying one and therefore, he was considered for higher salary of Rs.4,50,000/- per annum. Immediately after the marriage, the 1st plaintiff became pregnant. While so on 17.06.2015 L.Giridhar was proceeding from his house at Madipakkam, Chennai-600 091 to his work spot namely M/s.V-2 Soft Pvt. Ltd., having office at Kodambakkam. While he was travelling in GST Road, near Officers Training Academy near Metro Rail PillarP5-37 in his two wheeler motorcycle bearing Registration No.TN-07-BF-4000 at about 9.00 a.m, a 11 feet scaffolding iron span (girder) intended for construction work of the Metro Rail Project moved out from its position and has fallen on his head from a height of 80 feet resulting the gruesome and instantaneous death of the said L.Giridhar. The fatal accident occurred entirely due to the carelessness and negligence on the part of the Engineers, Officers, Workers of the defendants 1 to 3. An FIR was filed by the Inspector of Police, S-1 St.Thomas Mount Police Station, Chennai-16 on 17.06.2015. The said accident had occurred purely on account of the negligence of the defendants 1 to 3 in not properly fixing the iron span/scaffolding at that height of 80 feet by the officers, staff, workmen etc., engaged by the defendants 1 to 3 herein.

c)The tragic death of late L.Giridhar is attributable solely due to the carelessness and gross negligence on the part of the defendants 1 to 3 their Engineers, staff etc., The 11 feet scaffoldling iron span had moved out from its position on account of the negligence in not placing the Girder property by the Engineers, workmen and staff of the defendants 1 to 3 and therefore the defendants are in law responsible and liable for the tragic fatal accident resulting in gruesome violent instantaneous death of late Giridhar. The department of Public Health, Corporation of Chennai issued the death certificate of the deceased. Therefore , the plaintiffs are entitled to compensation /damages for the losses suffered by them inasmuch as the

1st plaintiff had lost the young, loveable and affectionate husband within 9 sole bread wineer of the family. The 1st plaintiff was pregnant carrying 8 months old baby in the womb, when the fatal accident resulting in the instantaneous death on 17.06.2015. The 2nd plaintiff was born on 13.07.2015 one month after the death of his father. The 2nd plaintiff had lost the affectionate father when he was born after his death. The parents of the deceased who are plaintiffs 3 and 4 are also aged and feel unsecured and they have lost the care and attention and all comforts. The deceased L.Giridhar as father and first plaintiff as mother of the 2nd plaintiff had dreamt to put the child in a best school to provide excellent education to shape him in high position in the society.

d)On account of the sudden death of L.Giridhar, the 1st plaintiff had lost the company and happy married life and was deprived of her charm of life at her very young age. The 2nd plaintiff who was born after the death of the deceased had lost the affection of his father and also provision of good education and upkeep. The mental agony and shock suffered by the plaintiffs cannot be compensated in terms of money. On 13.08.2015, the Tahsildar, Sholinganallur issued a legalheirship certificate of the deceased Giridhar. Since the defendants did not come forward to consider the just, fair and reasonable claims of the plaintiffs for payment of due and legitimate damages for their tortuous acts, the plaintiffs have issued a legal notice dated 13.10.2015 to the defendants 1 to 3 calling upon them to pay the plaintiffs jointly and severally, a sum of Rs.2.50 crores as compensation for the loss suffered on account of the gruesome violent death of the deceased. For the said notice, the defendants 2 and 3 have sent a letter dated 17.10.2015 to the 4th defendant forwarding the legal notice and advising the plaintiffs to take up the matter with the 4th defendant. But, so far no action has been taken by the defendants to comply with the demand nor had come forward with any concrete proposals.

e)The factum of fatal accident and the instantaneous gruesome death do not need any proof and it was purely due to the gross negligence and carelessness on the part of the defendants 1 to 3 in not properly fixing and maintaining the iron materials used in its Metro Rail Construction and all of them are thus vicariously responsible, liable in tort and answerable to the claims of the plaintiff. The said accident had been reported in all Television Channel, News Media and various Newspapers. The FIR has also been filed by the police and some of the officers of the defendants 1 to 3 were also arrested. Therefore, the principle of Res-ipsa-loquitur would squarely apply to prove that the accident had occurred on account of the carelessness and gross negligence on the part of the defendants 1 to 3 who have never denied the fact of accident. The evidence as it stands at the relevant time of fatal accident shows that the effective cause of the accident was some act or omission of the defendants and their Engineer, staff, employees that constituted an utter failure or lapse in not taking proper care for the safety of the general public.

f)The deceased Giridhar was well qualified having obtained B.Tech and M.B.A degree and having regard to his efficiency and caliber a certificate was issued by the company/employer and he was certain to get future promotion reaching higher status, also would have got increment in his scale of pay. In the light of several judgments of the Apex Court, the multiplier to be applied while calculating the damages is at a maximum of 22 years and a minimum of 17 years. As regards the personal expenses of the deceased it is normally worked out at 1/4th Annual salary since there are four dependants. Taking into account his average income as Rs.18 lakhs per annum on average during the rest of his employment till the age of 60, his contribution to the family namely the plaintiffs who are all legal heirs and dependants would be easily Rs.12 lakhs per annum. Thus, the pecuniary loss suffered by the plaintiffs on account of the sudden death of the bread winner as a result of tortuous liability are calculated and claimed as follows:

1. Annual Income on average at Rs.12 lakhs per annum multiplied by 17 years		Rs.2,04,00,000
2. Special damages for funeral expenses Loss to the estate		46,00,000
	Total	Rs.2,50,00,000

g)The plaintiffs filed W.P No.6179 of 2016 for a Writ of Mandamus directing the defendants 1 to 4 herein who are respondents 1 to 4 in the writ petition to consider the claims as per the legal notice dated 13.10.2015. Since the alternative remedy by way of a civil suit alone is maintainable and that disputed question of fact cannot be decided in the writ petition, the plaintiffs had withdrawn the writ petition with liberty to file a civil suit claiming damages. Hence the suit.

3. The case of the 1st Defendant, in a nutshell, as set out in their written statement, is as follows:-

a)The Chennai Metro Rail Limited is a special purpose vehicle (SPV) formed for the purpose of implementing the Chennai Metro rail Project. The Government have approved, in principle, the two initial Corridors of the Chennai Metro Rail Project from Washermanpet to Chennai Airport (Corridor-I) and Chennai Central to St.Thomas Mount (Corridor-II). The project is a time bound project planned to ease out phenomenal growth of traffic congestion in the city of chennai and delay in carrying out this vital project will affect the plans announced by the Government of India as well as the State Government and affect the convenience of the public of Chennai seriously. Any delay in project execution will lead to contractual implications such as extension of time and escalation of project costs, costing the public exchequer, several hundreds of crores of rupees besides depriving citizens of Chennai of a safe and quick means of public transport. The suit has been filed for compensation damages claiming a sum of Rs.2.50 crores with interest at 18% due to the death of late L.Giridhar.

b)The Chennai Metro Rail Limited seeks all of its contractors to undertake the highest standards of security at the respective work sites. Without prejudice to the above, GCC No.15.3 of Conract EAS-05 (RW Part-III) states that the contractor, who is engaged by CMRL, should ensure insurance against liability to third parties in the joint names of the employer, the contractor and sub-contractor (wherever applicable) for any loss, damage, death or bodily injury which may occur in any physical property or to any person which may arise out of the performance of the contract and occurring before the issue of the performance certificate. Such insurance shall be at least for the amount specified in the Appendix to Form of Tender.

c)As per special conditions of Contract 16, sub clause, 4.16 of Contract EAS-05 (RW part II) states that for any accident taking place at work sited due to failure of equipment, collapse of temporary works, non-proviso of protective measure at excavation sites, workmen or members of public getting injured or killed, topping of cranes or any other mishap taking place at sites or away from work sites where contractor's plants and machineries are involved, the sole responsibility for such accident will devolve on the main contractor only and not on sub-contractor and he shall be liable to be charged for criminal negligence, in addition to penalties already encumbered in Safety Health and Environment (SHE) employees on this court. CMRL also reserves the right, depending on the severity and seriousness of the accident to blacklist the contractor or sub-contractor for a period found appropriate and necessary.

d)As per form to tender (FOT) S.No.2 & 12 Appendix-1 of contract EAS-05 (RW part II) states that,

S.No.	Description	Ref to clause No.	Requirement
2	Amount of third party insurance	sub-clauses 5.8 and 15.3 of GCC	One percent (1%) of the value of the total contract price for any one incident, with the number of incidents unlimited.
12	Insurance cover for contractor's All Risk and other requirement as specified in the GCC	Sub-Clauses 15.2 of the GCC	100% of the Total Contract Price.

e)The allegations of the plaintiffs against the first defendant are totally denied. The entire liability for the accident that took place should be taken care of by the second and third defendants namely M/s.Nagarjuna

Constructions Ltd., who have taken insurance with the defendant. Therefore, the 1st defendant is willing to help the plaintiffs to process their claim forms expeditiously for the purpose of recovering the insurance compensation if any payable to the plaintiffs family. There is no direct or indirect liability on the part of this defendant for praying compensation to the plaintiffs. Thus, the relief sought for against this defendant should be dismissed. There is no cause of action for the plaintiffs to maintain the suit as against this defendant and the cause of action that is projected in the plaint is mischievous and fictitious.

4.The case of the Defendants 2 and 3, in a nutshell, as set out in their written statement, is as follows:-

a)All the allegations contained in the plaint those that are specifically admitted herein are denied as false. The 2nd and 3rd defendants have availed the contractors All risk (CAR) Insurance Policy bearing No.913102003644900000 from L & T Insurance Company which is valid from 07.07.2014 to 23.10.2015 to cover up the third party claims that were raised pertaining to execution of the CMRL Project, Chennai. Thereafter, the said L & T Insurance Company merged with HDFC Ergo Insurance

Company pursuant to the same, the existing CAR policy got transferred to HDFC Ergo and it was subsisting at the time of accident. The copy of the policy is filed herewith. On 17.06.2015 immediately after the accident took place at the aforesaid project site, the 2nd defendant communicated the same to the Insurance Company and requested them to swiftly respond to resolve the issues. Pursuant to the same, the said Insurance Company also respond suitably and accordingly, engaged the third party agency seeking to conduct the investigation about the accident and also to submit the detailed report to them for processing the third party claim that was raised in the execution of the aforesaid project situated at Chennai.

b)At the time of the accident, these defendants had a valid insurance policies and hence these defendants are not at all liable to pay any compensation. It is reiterated that in view of the valid CAR policy, third party claims are to be paid through the Insurance Company. There is no negligence on the part of the defendants 2 and 3 in not properly fixing the iron span at that height of 80 feet. The defendants 2 and 3 have taken all the safety precautions to avoid any such accidents at the work site. The defendants had issued suitable reply notice dated 17.10.2015 against the legal notice dated 13.10.2015 duly issued by the counsel for the plaintiff claiming compensation as alleged. With regard to the contents in para 12 of the plaint, the defendants 4 and 5 being an insurer has to pay the compensation to the plaintiffs on behalf of the defendants 2 and 3 and the other contents of the said para are totally wrong.

c) The plaintiffs are not entitled to the claim of Rs.2,50,00,000/- towards the compensated. No cause of action ever arose in favour of the plaintiff and against the defendant as alleged and grossly failed to affix the proper court fees under section 22 of Tamil Nadu Court Fees and Suits Valuation Act r/w Rules of the Madras High Court. The plaintiff is not entitled for any alleged compensation or costs from the defendants and is also not entitled for any relief claimed in the prayer under reply. Hence the suit is liable to be dismissed with costs.

5. The case of the 5th Defendant, in a nutshell, as set out in their written statement, is as follows:-

a) There is no privity of contract between the plaintiffs and this defendant. In respect of claim for alleged carelessness and gross negligence on the part of the defendants 1 to 3, the plaintiffs have no contractual or legal right to maintain the suit against this defendant. While the defendants 1 to 3 had availed Contractors All Risks Insurance Policy from the 4th defendant (which has since merged with the 5th defendant), the contract of insurance is entirely between the 4th defendant and the defendants 1 to 3. Any claim under the policy is to be made by the defendants 1 to 3 which will be decided based on the facts and circumstances including compliance with terms and conditions. The plaintiffs are not parties to such contract and hence the suit is not maintainable but totally misconceived against the 4th defendant and subsequently 5th defendant. The suit as against this defendant is not maintainable either in law or on facts and is liable to be dismissed.

b) The allegations in paragraphs 3 to 7 of the plaint in regard to the qualification, avocation and income of the deceased as well as the relationship of plaintiffs to the deceased are not admitted. The plaintiffs are put to strict proof of the same.

c) This defendant disputes and denies the allegations in paragraphs 8 and 9 in regard to the manner of occurrence of the incident on 17.06.2015. It is denied that the incident was due to carelessness and gross negligence of the defendants 1 to 3 or their employees. The allegations in paragraph 1o are denied. Without establishing a fair claim, the plaintiffs are not entitled to the demands in the notice which had no legal or factual basis.

d) It is denied that the evidence shows any act or omission of the defendants as the cause of the incident. It is denied that the 4th and 5th defendants are liable as insurers. The liability of this defendant has to be determined independently under the terms of the contract of insurance after establishing any liability against the defendants 1 to 3. The plaintiffs are put to strict proof of their entitlement to claim damages as alleged in paragraphs 12 and 13.

e) The various claims in paragraphs 13 to 16 are contrary to settled principles of law in regard to computation of compensation in respect of accident. The plaintiffs' claim is thus untenable in law and on facts but fanciful. the plaintiffs computation being not based on actual income of the deceased on the date of incident, failure to deduct personal expenses etc., is clearly flawed. It is therefore baseless and excessive. The claim of Rs.2,04,00,000/- towards loss of income and Rs.46,00,000/- towards funeral expense and loss to the estate are contrary to law and unsustainable.

f) The allegations in paragraphs 17 and 18 are denied. The suit is barred by limitation. There is no cause of action for the suit against this defendant. The various reliefs sought including the prayer for decree of Rs.2,50,0000/- as compensation and interest at 18% per annum are not sustainable in law or on facts. Hence the suit is liable to be dismissed with cost as against this defendant.

6.On the pleadings of the parties and hearing the learned counsel on either side, the following issues were framed for determination:-

(1) Whether the plaintiffs are entitled for compensation as prayed for?

(2) Whether the death of late L.Giridhar, was due to the carelessness on the part of the defendants 1 to 3?

(3) Whether the insurer alone is liable to pay the compensation?

7. On the side of the Plaintiffs, the 1st plaintiff and another witness (subpoena) were examined as PW1 and PW2 and Ex.P1 to Ex.P36 were marked. On the side of the Defendants, two witnesses were examined as

DW1 and DW2 and Ex.D1 to D8 were marked.

Issue Nos.1, 2 and 3:

8.The learned counsel for the plaintiffs would submit that the tragic death of Late. L.Giridhar took place after scaffolding iron span had fell on him from moving out from the original position by the Engineers and staffs of the defendants 1 to 3 without alerting him. Therefore, the defendants are responsible and liable to pay the compensation to the plaintiffs as prayed for after considering the age, qualification, salary and family circumstances of the husband of the 1st plaintiff.

9. The learned counsel for the defendants 1 to 3 would submit that the defendants 1 to 3 are not liable to pay the compensation jointly and severally since the suit claim is covered under the contractors all risk insurance policy issued by the defendants 4 and 5 dated 17.07.2014. Hence, Insurance Company is only liable to pay the suit claim to the plaintiffs.

10.The learned counsel for the 5th defendant/Insurance Company would submit that the 4th Defendant has been taken over by the 5th Defendant herein. Since the plaintiffs have taken a stand that the accident has occurred due to the rash and negligence of Defendants 1 to 3 in not properly fixing the scaffolding at the height of 80 feet by its employees which had fell on the deceased, resulting in his death. So far as the negligence on the side of the defendants 1 to 3 and fixing the liability on them, the Insurance Company is adopting the arguments and submissions of Defendants 1 to 3. Without prejudice to the above submission on liability, in the event of this Hon'ble Court holding the defendants liable the compensation shall be assessed after considering the age, income and dependents of the deceased. He further submitted that as per the annual income of the deceased, this Court may be granted the compensation.

11. It is admitted fact that the plaintiff's husband died after scaffolding fell on him from the height of 80 feet due to the carelessness and negligence on the part employees of the defendants 1 to 3 since they have not properly fixed the scaffolding. Hence, Issue No.2 is answered in favour of the plaintiff.

12. In view of the above, this Court, after considering the age, income and dependents of the deceased, assessed the compensation as follows:-

Sl. No.	Particulars	Amount (in Rs.)
1	Annual Income	2,46,851/-
2	Future Prospects 40% addition (98,740/-)	3,45,591/-
3.	Personal Expenses 1/4th Deduction (Rs.86,398/-)	2,59,193/-
4.	Multiplier-17	44,06,281/-
5.	Love and Affection 40,000 X 4	1,60,000/-
6	Funeral Expenses	15,000/-
7	Loss of Estate	15,000/-
	Total	45,96,281/-

Therefore, the plaintiffs are entitled to the above said compensation. Accordingly, the Issue No.1 is answered.

13. On perusal of Insurance Policy, the suit claim is covered under Insurance Policy issued by the Insurance Company to the defendants 1 to 3. Hence, the Insurance company is alone liable to pay the compensation. Accordingly, the Issue No.3 is answered.

14.In view of the terms and conditions of the Insurance Policy, the plaintiffs are entitled to a sum of Rs.45,96,281/-. Hence, the Insurance company is hereby directed to grant the aforesaid compensation amount to the plaintiffs along with interest @ 12% p.a. from the date of plaint till the date of realization, and costs, within a period of six weeks from the date of receipt of Judgment of this Court.

15. Accordingly, the suit is partly decreed. No costs.

.03.2024

Index:Yes/No
Web:Yes/No
Speaking/Non Speaking

Lbm

1.List of Witnesses examined on the side of the Plaintiff and Defendants:-

PW.1 – Smt. Uthra Narasimhan
PW.2 - Mr. Kumar Viswanathan

2.List of Witnesses examined on the side of the Defendants:-

D.W.1 – Mr. G.Rajarathinam

D.W.2- Mr. S. Khader Basha

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

1. Ex.P1 is the F.I.R. issued by the St. Thomas Mount S-1 Police Station with Doctor Certificate issued by Dr.Arun Prasad, Asst. Surgeon, Medical Officer, Government Hospital, Tambaram, dated :17.06.2015.
2. Ex.P2 is the Investigation Report issued by the St. Thomas S-1 Police Station with accident sought Specimen Sketch

3. Ex.P3 is the Death Report issued by the Inspector of Police, St. Thomas S1 Police Station with a copy of Burial Ground Report of Death issued by the Health Dept., Corporation of Chennai

4. Ex.P4 is Death Certified issued by the Department of Public Health, Corporation of Chennai of L.Giridhar

5. Ex.P5 is the Birth Certificate of G. Rishwanth son of the 1 Plaintiff and deceased L.Giridhar issued by the Department of Public Health, Corporation of Chennai

6. Ex.P6 is the Legalheirship Certificate issued by the Tahsildar, Sholinganallur

7. Ex.P7 is the Birth Certificate of late L.Giridhar
8. Ex.P8 is the Series of Certificates of the deceased L.Giridhar passed in Hindi, Typewriting Examinations and other extra curricular activities 5 Nos. Series
9. Ex.P9 is the National Computer Education Centre Certificate Series of the deceased L. Giridhar - 3 Nos Series
10. Ex.P10 is Driving License of the deceased L. Giridhar issued by the Government of Tamil Nadu Licensing Authority valid upto 15.11.1929
11. Ex.P11 is the District Employment Exchange,

Thiruvannamalai - I.D. Card of the deceased L. Giridhar

12.(i) Ex.P12 is the RC Book of the Two wheeler with Life Time Tax.

(ii) Ex.P12A is the Insurance Certificate of the Two Wheeler of the deceased

13.Ex.P13 is the B.Tech. Certificate in E.E.E. of the deceased L Giridhar issued by the Bharat University

14.Ex.P14 is the Transfer Certificate issued by the Annamalai University to the Deceased L Giridhar

15.Ex.P15 is the M.B.A. Mark Sheet issued by the Annamalai University with Statement of Marks of the deceased L.Giridhar

16.Ex.P16 is the Employment Agreement issued by the V-2 Soft Pvt. Ltd. to the deceased L. Giridhar

17.Ex.P17 is the Appointment Letter issued by the V-2 Soft Pvt. Ltd. with Company I.D. of the deceased L. Giridhar

18.Ex.P18 is the Marriage Invitation of the 1st Plaintiff with late L. Giridhar

19.Ex.P19 is the Extended appointment for increasing of Salary Structure details issued by V-2 Soft Pvt. Ltd. to the deceased L.Giridhar

20.Ex.P20 is the Legal notice sent by the Plaintiff's counsel to the Defendants.

21.Ex.P21 is the Reply notice by the defendants 2 and 3 to the 4th defendant with a copy marked to the Plaintiff's counsel and 1" defendant.

22.Ex.P22 is the Pan Card obtained by late L.Giridhar

23.Ex.P23 is the Pan Card of the 1st Plaintiff.

24.Ex.P24 is the Pan Card of the 3rd Plaintiff.

25.Ex.P25 is the Pan Card of the 4th Plaintiff.

26.Ex.P26 is the Bank Particulars of the 3r and 4th Plaintiffs

27.Ex.P27 is the Newspaper Publication in Dinakaran dated 18.6.2015.

28.Ex.P28 is the Newspaper Publication in Daily Thanthi dt. 18.06.2015.

29.Ex.P29 is the Newspaper Publication in The Times of India dt. 18.6.2015

30.Ex.P30 is the Newspaper Publication in The Hindu dated 18.06.2015

31.Ex.P31 is the Newspaper Publication in The Times of India dated 22.6.2015

32.Ex.P32 is the Weekly Magazine Published in Junior Vikadan dated 24.6.2015 Page 6 and 7

33.Ex.P33 is the Magazine Published in Kumudam Reporter dt. 26.6.2015

34.Ex.P34 is the Newspaper Publication in Dinamalar dated 26.7.2015

35.Ex.P35 is the Newspaper Publication in Daily Thanthi dated 7.10.2015

36.Ex.P36 is the V-2 Soft Ltd. Best Performance to Company by Mr. V. Kumar

2. List of Exhibits marked on the side of the defendants:-

1 Ex.D1 is the Photocopy of the Board Resolution.

2. Ex.D2 is the photocopy of the Agreement of contract between CMRL & M/s.NCC Ltd signed on 02.05.2014.

3. Ex.D3 is the photocopy of the abstract of Tender Document Vol-2, Special conditions of contract,.V-2 Soft Ltd. Best Performance to Company.

4. Ex.D4 is the Board Resolution dated 09.10.2017

5. Ex.D5 is the Original Policy along with Written Statement

6. Ex.D6 is the printout of the E-mails dated 18.06.2015 & 25.06.2015

7. Ex.D7 is the certificate of Section 65B Affidavit.

22.03.2024

A.A.NAKKIRAN, J.

lbm

Judgement in
CS.No.996 of 2016

22.03.2024