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Comp.A.Nos.17 to 19 & 21 to 23 of 2022 & others in
C.P.No.57 of 1998

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Order Reserved on	31.07.2024
Order Pronounced on	29.01.2025

CORAM

THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

Company Application Nos.17 to 19 & 21 to 23 of 2022 in
Company Application No.297 of 2021
&
Company Application Nos.1897 to 1900 of 2009
in C.P.No.57 of 1998

Comp.A.Nos.17 to 19 of 2022

Ms.Krithika Natarajan,
Daughter of late Mr.Natarajan

... Applicant

-VS-

1.The Official Liquidator,
as provisional liquidator of
M/s.Maxworth Orchards (India) Ltd.,
No.29, Rajaji Salai,
Chennai 600 001.

2.Mrs. D.Nagasaila Suresh,
Advocate,
Administrator of M/s.Maxworth Orchards(India) Ltd.,
Old No.38/1, New No.14/1,
Akbarabad 2nd Street,



Comp.A.Nos.17 to 19 & 21 to 23 of 2022 & others in
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Kodambakkam, Chennai-600 024.

... Respondents

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Comp.A.Nos.21 to 23 of 2022

Mrs.Ramani Natarajan,
Wife of late Mr.Natarajan

... Applicant

-VS-

1.The Official Liquidator,
as provisional liquidator of
M/s.Maxworth Orchards (India) Ltd.,
No.29, Rajaji Salai,
Chennai 600 001.

2.Mrs. D.Nagasaila Suresh,
Advocate,
Administrator of M/s.Maxworth Orchards (India) Ltd.,
Old No.38/1, New No.14/1,
Akbarabad 2nd Street,
Kodambakkam, Chennai-600 024.

... Respondents

Comp.A.Nos.1897 to 1900 of 2009

1. Maxworth Orchards (India) Limited
No.1A, Akbarabad First Street,
Kodambakkam,
Chennai-600 024
Represented by its Administrator/Provisional
Liquidator Shri K.Alagiriswami

2. Official Liquidator
UTI Building, 2nd Floor,
Rajaji Salai, Chennai-600 001
(2nd Applicant impleaded as per order of

... Applicants



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this Court, order dated 16.11.2010 in
C.A.Nos.884 to 886 of 2008 in C.P.No.57
of 1998)

-VS-

1.Mr.P.Sureshkumar,
S/o.Mr.Palpandi Nadar,
No.64-D, Nellai Plaza,
Tirunelveli Junction,
Tirunelveli.

(OR)

Mr.P.Sureshkumar,
S/o.Mr.Palpandi Nadar,
Manakavalam Pillai Nagar,
Palayamkottai Circle,
Tirunelveli Junction
Tirunelveli Kattabomman District

2.Mr. A.Pulivaganan,
S/o.Mr.Alagirisami,
No.64-D, Nellai Plaza,
Tirunelveli Junction,
Tirunelveli Kattabomman District.

(OR)

Mr.A.Pulivaganan,
S/o.Mr.Alagirisami,
No.92, Sindhupoondurai,
Selvi Nagar, Tirunelveli-1.

3. A.Arul
S/o.M.Azhagia Nagalingam,



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Nanakavalam Pillai Nagar,
Palayamkottai Circle,
Tirunelveli Junction,
Tirunelveli Kattabomman District.

(OR)

Mr.A.Arul,
S/o.Mr.Azhagia Nagalingam,
No.64-D, Nellai Plaza,
Tirunelveli Junction.

4. Mr.S.Vetrivel
S/o.Soundrapandi Nadar,
Meignanapuram,
Sattankulam Taluk,
Tuticorin District
(Power Agent to R1 & R3)
5. Mr.S.Selva Sundaram
S/o.Mr.Subramanian Chettiar,
27-B, Mutharamman Koil Street,
Sattankulam.
6. Mrs.Ramani Natarajan,
W/o.Mr.Natarajan Nadar,
No.47-B, Mandapam Road,
Kilpauk, Chennai-600 010.
7. Mr.N.Soundar Sivakumar,
S/o.Mr.Nanda Gopal,
No.H 29, Thamiraparani Colony,
Thiagaraja Nagar,
Palayamkottai,
Tirunelveli District (Power Agent to R5)



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8. Ms.N.Krithika,
D/o.S.Natarajan Nadar,
No.366, Loyds Road, Gopalapuram,
Chennai-86.
9. M/s.Indian Integrated energy Ltd.,
Represented by its Director
Mr.T.Mohan,
No.19, G N Chetty Street,
Chennai-600 006.
- 10.Mr.Theoder Elango,
S/o.James Elango,
No.12/98, Muslim Street,
Azhagapuram Kaspam and Post,
Agastheeswaram Circle,
Kanniyakumari District.
- 11.Mr.James Elango,
S/o.Soosai Rajendran,
No.12/98, Muslim Street,
Azhagapuram Kaspam and Post,
Agastheeswaram Circle,
Kanniyakumari District.
- 12.Mrs. J.Pushpa Latha,
W/o.James Elango,
No.12/98, Muslim Street,
Azhagapuram Kaspam and Post,
Agastheeswaram Circle,
Kanniyakumari District.
- 13.Fr.Cherian Mayickal,
S/o.Mamman Scaria,
Perischerry, Muri,
Chenganur Taluk,



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Aalappuzha District,
Kerala State.

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14.The Sub Registrar,
Office of the Sub Registrar,
Sattankulam,
Sattankulam Taluk,
V O Chidambaranar District.

15.The Tahsildar,
Sattankulam,
Sattankulam Taluk,
V O Chidambaranar District.

16.The Superintendent of Police,
Office of the Superintendent of Police,
Tiruchendur,
Tuticorin District.

17.The Inspector of Police,
Sattankulam,
Sattankulam Taluk,
V O Chidambaranar District.

... Respondents

Prayer in Comp.A.Nos.17 to 19 of 2022: Judge's Summons filed under Order XIV Rule 8 of the Madras High Court Original Side Rules read with Rule 9 & 11(b) of the Companies Court Rules, 1959, to pass an order (a) to stay all consequential proceedings of the auction sale dated 11.01.2022 conducted pursuant to the sale notice dated 03.12.2021 issued by the 1st respondent in C.A.No.297 of 2021 in C.P.No.57 of 1998, in respect of the applicant's properties shown in the (i) Senior Nos.13, 14, 18 to 20 of Annexure – C – Tirunelveli Hub, under the caption “Project: Max –



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Pannamparai – II; Village: Pannamparai” and more fully described in the schedule to the Judge's summon; (b) to set aside the auction sale dated 11.01.2022 conducted pursuant to the sale notice dated 03.12.2021 issued by the 1st respondent in C.A.No.297 of 2021 in C.P.No.57 of 1998 and all consequential proceedings in respect of the applicant's properties shown in (i) Serial Nos.13, 14, 18 to 20 of Annexure-C – Tirunelveli Hub, under the caption “Project: Max-Pannamparai-II; Village:Pannamparai” and more fully described in the schedule to the Judge's summon; and (c) to direct the Official Liquidator to exclude/delete the lands of the Applicant in the auction sale dated 11.01.2022 conducted pursuant to the ale notice dated 03.12.2021 issued by the 1st respondent in C.A.No.297 of 2021 in C.P.No.57 of 1998, in respect of the applicant's properties shown in the (i) Serial Nos.13, 14, 18 to 20 of Annexure – C – Tirunelveli Hub, under the caption “Project: Max-Pannamparai-II; Village : Pannamparai” and more fully described in the schedule to the Judge's summons.

Prayer in Comp.A.Nos.21 to 23 of 2022: Judge's Summons filed under Order XIV Rule 8 of the Madras High Court Original Side Rules read with Rule 9 & 11(b) of the Companies Court Rules, 1959, to pass an order (1) to stay all consequential proceedings of the auction sale dated 11.01.2022 conducted pursuant to the sale notice dated 03.12.2021, issued by the 1st respondent in C.A.No.297 of 2021 in C.P.No.57 of 1998, in respect of the applicant's properties shown in the (i) Senior Nos.29 and 30 of Annexure – C – Tirunelveli Hub, under the caption “Project: Max – Sattankulam; Village: Nazareth and Ezhuvaraimooki” & (ii) Serial Nos.1-12, 15-17 and



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21 of Annexure – C – Tirunelveli Hub, under the caption “Project: Max-Pannamparai – II: Village: Pannamparai” and more fully described in the schedule to the Judge's summon; (b) to set aside the auction sale dated 11.01.2022 conducted pursuant to the sale notice dated 03.12.2021 issued by the 1st respondent in C.A.No.297 of 2021 in C.P.No.57 of 1998 and all consequential proceedings in respect of the applicant's properties shown in (i) Serial Nos.29 and 30 of Annexure - C – Tirunelveli Hub, under the caption “Project: Sattankulam; Village:Nazareth and Ezhuvaraimooki” & (ii) Serial Nos.1-12, 15-17 and 21 of Annexure – C – Tirunelveli Hub, under the caption “Project: max – Pannamparai – II; Village: Pannamparai” and more fully described in the schedule to the Judge's summon; and (c) to direct the Official Liquidator to exclude/delete the lands of the Applicant in the auction sale dated 11.01.2022 conducted pursuant to the ale notice dated 03.12.2021 issued by the 1st respondent in C.A.No.297 of 2021 in C.P.No.57 of 1998, in respect of the applicant's properties shown in the (i) Serial Nos.29 and 30 of Annexure – C – Tirunelveli Hub, under the caption “Project: Max-Pannamparai-II; Village : Pannamparai” and more fully described in the schedule to the Judge's summons.

Prayer in Comp.A.Nos.1897 to 1900 of 2009: Judge's Summons filed under Order XIV Rule 8 of the Madras High Court Original Side Rules read with Sections 446(2), 450, 456 & 457 of the Company's Act & Sections 9, 11(b) & 19 of the Company Court Rules, 1959, to pass an order (A) to set aside the Sale Deeds bearing Nos.209/2001, 210/2001 dated 8/3/2001, 324/2001 dated 12/4/2001, 417/2001 dated 11/5/2001, 836/2007 dated



4/7/2007, 837/2007 dated 4/7/2007, 838/2007 dated 4/7/2007, 487/2007 dated 26/4/2007, 488/2007 dated 26/4/2007, 373/2008 dated 7/3/2008, 375/2008 dated 7/3/2008, 376/2008 dated 07/3/2008, 377/2008 dated 7/3/2008, 378/2008 dated 7/3/2008, and 379/2008 dated 7/3/2008 in the Office of the 14th Respondent as null and void and consequently declare that the conveyance of the properties under the said Sale Deeds do not convey any right, title or interest in the schedule property (Schedule Nos.2 to 17) in favour of the Respondents 1 to 13 and consequently grant an Order of Permanent Injunction restraining the Respondents, 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); (B) Grant an Interim Order of Injunction restraining the Respondents 1 to 13, their men, agent or servants or any one 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 14th Respondent from registering any further Sale, Mortgage or lease on the Property covered under Schedule 1 and direct the Respondent No.15 not to issue any Patta in the Survey Nos. covered in the Schedule of Property 1; (C) Grant an Interim Order of Injunction restraining the Respondents 1 to 13, their men, agent or servants or any one claiming through them from any way interfering with Applicant Company's lawful possession of Scheduled property covered under Schedule 1 of the Applicant Company; and (D) Direct the Respondent Nos.16 and 17 to give protection to the caretaker and to the landed property acquired by the



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Applicant Company and to get the landed documents of the Applicant Company and receive any complaint lodged by the caretaker, file FIR and take suitable action against the culprits.

For Applicant : Mr.P.H.Aravindh Pandian
in C.A.Nos.17 to 19 & Senior Advocate for
21 to 23 of 2022 M/s.AAV Partners

For R1 in C.A.Nos.17 to 19 & : Ms.Ambili B.
21 to 23 of 2022 & 2nd Applicant Deputy Official Liquidator
in C.A.Nos.1897 to 1990 of 2009

For R2 in C.A.Nos.17 to 19 & : Mr.H.Karthik Seshadri
21 to 23 of 2022 & 1st Applicant Assisted by
in C.A.Nos.1897 to 1900 of 2009 Ms.Nagasaila Suresh
Administrator

COMMON ORDER

Background:

Maxworth Orchards (India) Limited (the Company) was engaged in the business of acquiring lands and setting up fruit orchards/plantations thereon. Upon the Company running into financial difficulties, one of its creditors filed C.P.No.57 of 1998 for winding up the Company. The said petition was presented on or about 24.02.1998. By order dated 06.02.2006 in Comp.A.No.353 of 2006, the then Administrator (Shri.K.Alagiriswami), was conferred with all the powers of the Official Liquidator. By subsequent order



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dated 17.09.2010 in Comp.A.Nos.884 to 886 of 2008, the Official Liquidator was appointed as the Provisional Liquidator of the Company.

2. In course of business, one of the projects developed by the Company was the Maxworth-Pannamparai-II Project. According to the Company, it acquired about 102.98 acres of land in Pannamparai Village. Such acquisition was made through three employees, namely, Mr.P.Suresh Kumar, Mr.A.Pulivaganan and Mr.A.Arul, who were then employed as legal executives of the Company. Out of the said extent, it is stated that about 84 acres were allotted to customers. The acquisition was either through the execution of sale deeds or general powers of attorney in favour of these employees.

3. Upon receiving information that fraudulent transactions were undertaken both by the original land owners and by the ex-employees/agents of the Company, the Company filed Comp. A. Nos.1897 to 1900 of 2009 to: set aside the sale deeds mentioned in the Judge's Summons of



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Comp.A.No.1897 of 2009, declare that the said sale deeds do not convey any right, title or interest in the property described in the schedule in favour of respondents 1 to 13 and restrain the said respondents from interfering with the lawful possession of the Company over the schedule mentioned property; restrain respondents 1 to 13 from alienating the schedule mentioned property by way of sale, mortgage, lease or otherwise, restrain the 14th respondent from registering any further sale, mortgage or lease and restrain the 15th respondent from issuing pattas in respect of the survey numbers covered in the schedule; direct respondents 16 and 17 to give police protection to the care taker and to the property, receive complaints lodged by the caretaker, file FIRs and take suitable action.

4. By order dated 21.12.2009, orders of interim injunction as prayed for were granted in C.A.Nos.898 and 899 of 2009, thereby restraining the alienation of property, registration of sale deeds or conveyances in respect thereof and the grant of pattas in relation thereto. Respondents 1 to 13 were also restrained from interfering with the Company's possession of the



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property. The said interim order was subsequently extended until further orders by order dated 24.02.2011. Service of notice was effected initially on all respondents except respondents 1 to 6, 8 and 9. In respect of those respondents, substituted service was ordered by order dated 05.12.2013 in C.A.Nos.1112 of 2013. Pursuant thereto, substituted service was effected by publication in one issue dated 26.12.2013 of the English daily 'Indian Express'. Even after service was completed on all the respondents, none of the respondents endeavoured to apply to vacate or vary the interim orders issued in C.A.Nos.1897 to 1900 of 2009.

5. In these circumstances, the Company filed C.A.No.297 of 2021 for permission to conduct an auction sale in respect of several properties, including properties constituting the Maxworth Pannamparai-II Project. A sale notice dated 03.12.2021 was issued. By asserting that they were informed about such sale notice in the first week of January 2022, rival claimants, namely, Ms.Krithika Natarajan and Mrs. Ramani Natarajan filed C.A.Nos.17 to 19 and 21 to 23 of 2022. Each applicant respectively filed three applications seeking to set aside the auction sale dated 11.01.2022 and



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all consequential proceedings insofar as it pertains to the following: Sl. Nos.13,14,18 to 20 of Annexure 'C'- Tirunelveli Hub under the caption Project Max Pannamparai II; Sl.Nos.29 and 30 of Annexure 'C' - Tirunelveli Hub under the caption Project: Max-Sattankulam Village Nazarath Ezhuvaraimukki; and Sl.Nos.1 to 12, 15 to 17 & 21 of Annexure 'C' - Tirunelveli Hub under the caption Project: Pannamparai II, Village-Pannamparai. Pending consideration of such application, the respective applicant also prayed for an interim stay and for a direction to the Official Liquidator to exclude the lands of respective applicant from the auction sale.

Counsel and their contentions:

6. Oral arguments on behalf of the applicants in C.A.Nos.17 to 19 and 21 to 23 of 2022 were advanced by Mr.P.H.Aravindh Pandian, learned senior counsel. The arguments on behalf of the Company were advanced by Mr.H.Karthik Seshadri, learned counsel, assisted by Mrs.D.Nagasaila, learned Administrator. Ms.B.Ambili, Deputy Official Liquidator, was present.



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7. As regards the claim made by Ms.Krithika Natarajan, learned senior counsel contended that such claim is made on the basis of two registered sale deeds bearing Document Nos.487 and 488 of 2007. He pointed out that both these documents were executed on 26.04.2007. Therefore, he contended that the conveyances in favour of Ms.Krithika Natarajan were prior to the interim order dated 21.12.2009. In any event, he submitted that the interim order was not communicated to the jurisdictional Sub Registrar's Office and that, therefore, there was no public notice.

8. By referring to Document No.487 of 2007, he pointed out that the sale deed was executed by N.Soundar Sivakumar, who traced title through Vetrivel Nadar, acting as agent for Arul and Suresh Kumar. He submitted that it pertains to an extent of 12.46 acres in Survey No.319 and 16.20 acres in Survey No.324. As regards Document No.488 of 2007, he submitted that the said document pertains to 6 cents in Survey No.299/1, 2.33 acres in



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Survey No.299/7 and 10.40 acres in Survey No.323. This sale deed was also executed in favour of Ms.Krithika Natarajan by N.Soundar Sivakumar by tracing title in a manner identical to that mentioned with regard to Document No.487 of 2007.

9. As regards the assertion of title by Mrs.Ramani Natarajan, learned senior counsel submitted that such claim is made on the basis of four registered sale deeds bearing Document Nos.209/2001, 210/2001, 417/2001 and 418/2001 with regard to lands in Pannamparai village. As regards the claim made by Mrs.Ramani Natarajan over lands in Ezhuvaraimooki village, he placed reliance on settlement deed bearing Document No.906/2012, dated 30.05.2012, and settlement deed bearing Document No.1038/2016 dated 04.07.2016.

10. With regard to Document No.209/2001, learned senior counsel submitted that the sale deed was executed by A.Pulivaganan as agent for Rathinakantham Pillai under general power of attorney dated 03.01.1996. He pointed out that this sale deed pertains to Survey No.317/2 of an extent of



8.32 acres. Similarly, as regards Document No.210/2001, he submitted that the sale deed was executed in favour of Mrs.Ramani Natarajan by A.Pulivaganan acting as agent of Subramani Pillai under general power of attorney dated 01.11.1995. He pointed out that this sale deed pertains to Survey Nos.5,7,8,9,22 and 27/1, 27/3, 26/1A, 24 and 23/2 of an aggregate extent of 26.14 acres. He submitted that Document No.417/2001 was executed by P.Suresh Kumar acting both as principal and as agent of Lakshmi Narayanan, Subramanian and Ganapathi under general powers of attorney executed by them in his favour. He pointed out that this sale deed pertains to Survey No.6 of an extent of 12.88 acres. He then dealt with Document No.418 of 2001 by submitting that this sale deed was executed by P.Suresh Kumar, acting as agent of Ramachandran Nadar and Pondian Nadar under power of attorney dated 14.11.1995. By referring to the schedule thereto, he submitted that it pertains to an extent of 2 acres in Survey No.23/1, 3.28 ½ acres in Survey No.318/2, 2 acres in Survey No.317/1 and 10.90 acres in Survey No.325. As in the case of acquisition by Ms.Krithika Natarajan, he submitted that these sale deeds were executed in favour of Mrs.Ramani Natarajan prior to the issuance of the order of interim



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injunction.

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11. By referring to encumbrance certificates for the period 01.01.1975 to 05.01.2022 in respect of all the survey numbers over which Ms.Krithika Natarajan and Mrs.Ramani Natarajan claim title, he submitted that the encumbrance certificates do not disclose any encumbrance in favour of the Company. By referring to the documents relied on by the Company, he contended that such documents, whether powers of attorney or otherwise, contain no indication that the agent acted as a nominee of the Company. Therefore, he concluded his submissions by contending that the applicants in Comp.A.Nos.17 to 19 and 21 to 23 of 2022 are *bona fide* purchasers for valuable consideration and that the lands claimed by them should be deleted from the auction process.

12. Mr.H.Karthik Seshadri made submissions in response. As regards the applications of Ms.Krithika Natarajan, learned counsel submitted that the lands in Survey No.319 of an extent of 12.46 acres are covered in sale deed dated 01.11.1995, Document No.914 of 1995, which was executed by



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G.Vishwanathan acting as agent of the vendor, Nangaiyar Ammal, under the general power of attorney dated 22.11.1990 bearing Document No.273 of 1990. He pointed out that the conveyance was in favour of A.Arul, an employee of the Company. In this connection, he referred to documents evidencing the appointment of A.Arul as a legal executive of the Company in October 1994. He also referred to the parent document in favour of Nangaiyar Ammal dated 24.08.1983 and bearing Document No.829 of 1983.

13. As regards the land in Survey No.324 of an extent of 16.20 acres, he referred to sale deed dated 01.11.1995 bearing Document No.913 of 1995. He submitted that this document was also executed by G.Vishwanatha Pillai, acting as agent of Subramanian, to and in favour of Suresh Kumar. After submitting that Suresh Kumar was an employee of the Company, he referred to documents evidencing this fact, such as offer of appointment letter dated 26.09.1995 and appointment order signed on 30.09.1995 by Suresh Kumar, legal executive. He also referred to parent document dated 13.12.1976 bearing Document No.969 of 1973, which was executed by K.Eswara Vadivu Ammal in favour of Subramanian.



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14. Learned counsel submitted that the survey numbers referred to in Document No.488 of 2007 also form the subject of the above mentioned sale deed dated 01.11.1995, Document No.913 of 1995, which was executed by G.Vishwanathan, acting as agent of Subramanian, to and in favour of Suresh Kumar.

15. By comparing and contrasting Document Nos.487 and 488 of 2007 with the two sale deeds in favour of the ex-employees of the Company, he submitted that all these lands were acquired in the names of ex-employees for and on behalf of the Company. Consequently, he submitted that the original sale deeds in the names of the ex-employees and the parent documents in favour of the respective predecessors-in-title are in the Company's custody. Hence, he contended that the applicant in C.A.Nos.17 to 19 of 2022, who purportedly acquired these lands pursuant to fraudulent transactions, cannot claim title in relation thereto.

16. As regards Comp.A.Nos.21 to 23 of 2022, learned counsel



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submitted that all the survey numbers mentioned in the schedule to Document No.210 of 2001 fall within the scope of sale deed dated 01.11.1995 bearing Document No.912 of 1995, which was executed by Subramanian, acting through his agent, G.Vishwanathan, to and in favour of A.Pulivaganan. He next submitted that Document No.417 of 2001 pertains to Survey No.6 of an extent of 12.88 acres, and that this survey number forms the subject of general powers of attorney bearing Document Nos.200 and 201 of 1995, each dated 30.10.1995. He pointed out that GPA No.200 of 1995 was executed by Subramanian and Ganapathi in favour of Suresh Kumar, ex-employee of the Company; and that GPA No.201 of 1995 was executed by Lakshmi Narayanan Pillai in favour of the above mentioned Suresh Kumar.

17. In order to establish that the original owners of Survey No.6 were Subramanian and Lakshmi Narayanan, he referred to the certificate issued by the Village Administrative Officer, Pannamparai Village. He also referred to the certificate to the effect that a survey was conducted at the instance of the Company / Maxworth on 30.10.1995, which was the same



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date on which the power of attorney was executed. He further referred to a certificate from the Tiruchendur Co-operative Land Development Bank certifying that K.Lakshmi Narayanan had discharged the loan availed of from the Bank.

18. With reference to the survey numbers referred to in Document No.418 of 2001, he submitted that these lands form the subject of GPA No.57 of 1996, which was executed by Jinu Kurian in favour of P.Suresh Kumar; GPA No.58 of 1996, which was executed by Joe Kurian in favour of P.Suresh Kumar; GPA No.76 of 1996, which was executed by George Mathai, in favour of P.Suresh Kumar and GPA No.206/1995, which was executed by Ramachandran and Pandian in favour of P.Suresh Kumar. As regards Survey No.23/1, he pointed out that the parent document, which was executed by S.Arumugam and A.Murugan to and in favour of Jinu Kurian, bearing Document No.1002 of 1994 is in the custody of the Company. Similarly, as regards Survey No.317/1, he submits that the parent document, which was executed by A.Krishna Raj to and in favour of Joe Kurian, bearing Document No.1093 of 1994, is also in the custody of the Company.



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19. As regards Document No.209/2001, he submitted that it pertains to Survey No.317/2, which forms the subject of GPA No.2 of 1996, which was executed by Rathinakantham Pillai in favour of A.Pulivaganan on 04.01.1996. Therefore, learned counsel contended that the sale deeds in favour of the applicant in C.A.Nos.21 to 23 of 2022 were executed fraudulently by ex-employees of the Company after the commencement of winding up.

20. He further submitted that G.Vishwanathan, who executed sale deeds in favour of the ex-employees, received a sum of Rs.6,68,000/- as consideration for an aggregate extent of 67.59 acres in the Maxworth Pannamparai II Project. In support thereof, he relied on the receipt issued by Vishwanathan. In addition, he pointed out that Lakshminarayanan Pillai received a sum of Rs.1,32,000/- and issued a receipt dated 06.11.1995 towards land cost for 12.88 acres in Survey No.6 of the Maxworth



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Pannamparai II Project. He also referred to the separate receipt issued by L.Subramanian and L.Ganapathi, sons of Lakshminarayanan Pillai, in respect of their portion of 8.38 acres in Survey No.6. He made reference to a receipt dated 15.11.1995, issued by N.Ramachandran and M.Pondian, for a sum of Rs.76,300/- for the purchase of 10.90 acre at the rate of Rs.7000/- per acres and finally referred to a receipt for Rs.66,560/-, which was issued on 03.01.1996 by Rathinakantham Pillai, in respect of 8.32 acres in Survey No.317/2.

Discussion, Analysis and Conclusion:

Claim made by applicant in C.A.No.17 to 19 of 2022

21. The applicant, Ms.Krithika Natarajan, relies on two sale deeds bearing Document Nos.487 and 488 of 2007. Document No.487 of 2007 pertains to an extent of 12.45 acres in Survey No.319 and 16.19 acres in Survey No.324. The sale deed was executed by Arul and Suresh Kumar, represented by their agent, N.Sounder Sivakumar, in favour of the applicant. Curiously, an earlier sale deed (Document No.324 of 2001) executed by



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Arul and Suresh Kumar, represented by their agent, S.Vetrivel, and covering Survey Nos.319 (12.45 acres), 324 (16.19 acres), 299/1 (6 cents), 299/7 (2.34 acres) and 323 (10.40 acres) has also been placed on record by this applicant. The Company has placed on record two sale deeds, each dated 01.11.1995, covering Survey Nos.319 and 324. The first sale deed relied on by the Company is Document Nos.914 of 1995. This sale deed relates to an extent of 12.46 acres in Survey No.319 and was executed by Mrs.Nangaiyar Ammal, represented by her agent, G.Vishwanathan, in favour of A. Arul. The parent document in the name of Nangaiyar Ammal (Document No.829 of 1983) has also been placed on record.

22. The second sale deed relied on by the Company is Document No.913 of 1995, which relates to Survey Nos.299/1(6 cents), 299/7 (2.33 acres), 324 (16.20 acres) and 323 (10.40 acres). This sale deed was executed by Subramanian, represented by his agent, G.Vishwanathan, in favour of Suresh Kumar. The parent document (Document No.969 of 1973) executed by K.Eswaravadivu ammal in favour of Subramanian is on record. In order to establish that A.Arul and P.Suresh Kumar were employees at the relevant



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point of time, their appointment letter and related documents have been placed on record. On the basis of these documents, the only reasonable conclusion is that they were employees of the Company when the sale deeds were executed in their favour. On perusal, these sale deeds do not record that they purchased the lands for and on behalf of the Company. A material and salient fact to be taken note of, however, in this regard, is that the original sale deed in favour of the ex-employee and the corresponding original parent document in the name of the predecessor-in-title are in the custody of the Company.

23. Document No.488 of 2007 pertains to an extent of 6 cents in Survey No.299/1, 2.33 acres in Survey No.299/7 and 10.40 acres in Survey No.323. As would be evident from the preceding paragraph, the Company's claim is based on Document No.913 of 1995, which covers all the survey numbers and extents dealt with in Document No.488 of 2007.

24. The Company has also placed on record a receipt issued by Vishwanathan on 03.11.1995 acknowledging receipt of a sum of



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Rs.6,68,000/- towards the land cost of 67.59 acres in the Maxworth Pannampararai II Project. This receipt has, significantly, been issued to the Company and bears the signature of G.Vishwanathan, who executed both Document Nos.913 and 914 of 1995 in favour of ex-employees of the Company. Thus, there is credible evidence that Document Nos.913 and 914 of 1995 were executed in favour of ex-employees of the Company after the respective land owners received the entire sale consideration from the Company.

25. As regards the claim made by the applicant in C.A.Nos.21 to 23 of 2022, Mrs.Ramani Natarajan, such claim is founded on four sale deeds as regards lands in Pannamparai village. Document No.210 of 2022 was one of the sale deeds relied on by the above mentioned applicant. This sale deed pertains to Re-Survey Nos. 5(13.41 acres), 7 (17.75 acres), 8 (15.31 acres), 9 (8.19 acres), 22 (11.56 acres), 27/1 (12.18 acres) 27/3 (46 cents), 26/1A (2.91 acres), 24 (11.94 acres) and 23/2 (4 acres). This sale deed was executed in favour of this applicant by A.Pulivaganan, legal executive. Title



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is traced in this sale deed from sale deed dated 01.11.1995 executed by Vishwanathan in favour of Pulivaganan. The claim on the basis of sale deed bearing Document No.210 of 2001 is countered by the Company by relying on this antecedent sale deed dated 01.11.1995 bearing Document No.912 of 1995. This sale deed was executed by Mr.Subramanian, acting through his agent, Vishwanathan, to and in favour of Mr.A.Pulivaganan. The survey numbers and extents mentioned in the schedule to this sale deed tally exactly with Document No.210 of 2001. As in the case of A.Arul and P.Suresh Kumar, the Company has placed on record convincing evidence that A.Pulivaganan was an employee of the Company on the date of execution of the sale deed. Document No.912 of 1995, like Document Nos.914 and 912 of 1995, was also executed by G.Vishwanathan, acting as agent, whose receipt in favour of the Company for a sum of Rs.6,68,000/- was referred to earlier. The corresponding voucher signed by G.Vishwanathan is also on record. Another voucher dated 22.01.1996 evidencing payment of Rs.25,000/- towards balance sale consideration for 80.47 acres to G.Vishwanathan, G. Lakshminaryanan, L. Subramanian and L. Ganapathy has also been placed on record. This document contains the signatures of all



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four recipients.

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26. The claim based on Document No.417 of 2001 pertains to Survey No.6 ad measuring 12.88 acres. Document No.417 of 2001 was executed in favour of Mrs. Ramani Natarajan by Suresh Kumar, acting both for himself and as agent of Lakshminarayanan, Subramanian and Ganapathy. The purchaser was represented in this transaction by her agent, N. Sounder Sivakumar. In response, the Company relies on two general powers of attorney bearing Document Nos.200 and 201 of 1995, each dated 30.10.1995. These general powers of attorney are in favour of P.Suresh Kumar. They were executed by G.Lakshminarayanan (as regards GPA Document No.201 of 1995) and Lakshminarayanan's sons, L.Subramanian and L.Ganapathi (as regards GPA Document No.200 of 1995). The extents of 4.50 and 8.38 acres form the subject of these general powers of attorney. This aggregates to 12.88 acres in Survey No.6 and corresponds to the extent claimed under Document No.417 of 2001. The Company has placed on record and relies upon a voucher evidencing payment by the Company of Rs.1,32,000/- towards land cost of 12.88 acres in Maxworth Pannamparai II



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Project to Lakshminarayanan Pillai. This document bears the signatures of Lakshminarayanan Pillai and his sons, L. Subramanian and L. Ganapathy.

This covers the entire extent in Survey No.6, which forms the subject of Document No.417 of 2001. A separate receipt issued by Lakshminarayanan Pillai's sons, L. Subramanian and L. Ganapathy, to Suresh Kumar for their portion of 8.38 acres is also available. This receipt, which is in cursive, also records that a registered general power of attorney had been executed and that title to the property is being transferred. Therefore, there is convincing and credible evidence that GPA Document Nos.200 and 201 of 1995 were executed by Lakshminarayanan Pillai and his sons to and in favour of P.Suresh Kumar, an ex-employee of the Company, after receiving the full sale consideration from the Company.

27. Document No.209 of 2001 relates to an extent of 8.32 acres in Survey No.317/2. This document was executed by P. Rathinakantham Pillai, acting through his agent, A. Pulivaganan, legal executive, in favour of Mrs. Ramani Natarajan. The Company relies on GPA Document No.2 of 1996, which was executed by Rathinakantham Pillai on 03.01.1996 in favour of



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A.Pulivaganan, to counter this claim. The Company has placed on record the patta in the name of Rathinakantham Pillai. The Company has also placed on record the voucher dated 10.01.1996, which was signed by Rathinakantham Pillai and given to the Company acknowledging the receipt of a sum of Rs.66,560/- towards land cost for 8.32 acres at the rate of Rs.8000/- per acre. This extent tallies exactly with the extent mentioned in GPA Document No.2 of 1996. An affidavit dated 03.01.1996 of Rathinakantham Pillai affirming receipt of sale consideration in respect of 8.32 acres in Survey No.317/2, providing a warranty on title and also indemnifying the purchaser in respect of adverse claims is also on record. This affidavit has been issued in favour of A.Pulivaganan. A receipt dated 03.01.1996 acknowledging receipt of sale consideration (albeit without mentioning the amount) is also on record. In this case also, therefore, credible evidence has been placed on record that the general power of attorney was executed in favour of the then employee of the Company after the original land owner, Rathinakantham, received the entire sale consideration from the Company.



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28. Document No.418 of 2001 relates to Survey Nos.23/1, 317/1, 318/2 and 325. This sale deed was executed in favour of Mrs. Ramani Natarajan by Suresh Kumar. The document records that Suresh Kumar was acting as agent of George Mathai (under GPA Document No.76 of 1996), Joe Kurian (under GPA Document No.58 of 1996), N.Ramachandran & N. Pandian (under GPA Document No.206 of 1995 and GPA Document No.76 of 1996) and Subramanian and Ganapathy (under GPA Document No.200 of 1995). The Company relies upon the antecedent general powers of attorney in response to this claim. Document No.57 of 1996 relates to Re-survey No.23 of an extent of 2 acres. This document was executed by Jinu Kurian in favour of Suresh Kumar. Document No.58 of 1996 relates to Re-survey No.317/1 of an extent of 10 acres. This document was executed by Joe Kurian in favour of Suresh Kumar. The Company has placed on record and also relies upon the parent documents bearing Document Nos.1002 of 1994 and 1093 of 1994 in favour of Mr.Jinu Kurian and Joe Kurian, respectively. Document No.76 of 1996 relates to Re-survey No.318/2 of an extent of 3.28.5 acres. This document was executed by George Mathai in favour of Suresh Kumar.



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29. Document No.206 of 1995 dated 14.11.1995 pertains to 10.90 acres in Re-Survey No.325. It was executed by N. Ramachandran and N. Pandian in favour of Suresh Kumar. The document records that the above mentioned property was purchased by the father of the principals, Nanmai alwar Nadar, under Document No.2169 of 1940. The Company has placed on record parent Document No.2169 of 1940. The Company has also placed on record a voucher dated 15.11.1995, which bears the signatures of N. Ramachandran and N. Pandian, and acknowledges receipt of Rs.76,300/- from the Company towards purchase by the Company of 10.90 acres in the Max-Pannamparai Project at the rate of Rs.7000 per acre. This covers the entire extent forming the subject of GPA Document No. 206 of 1995, and constitutes credible evidence that the entire sale consideration was paid by the Company.

30. As regards the claim made in respect of lands in Ezhuvaraimooki Village, the applicant in Comp.A.Nos.21-23 of 2022 relied on settlement deed bearing document No.906/2012 dated 31.05.2012 and settlement deed



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bearing document No.1038/2016 dated 04.07.2016 executed by S.Natarajan in respect of Survey Nos.99/1 and 99/3. The Company relies upon GPA Document No.30 of 1994, which was executed by R.Selvadasan, S.Vijayakumari, T.Vijaykumar, V.Packiarani in favour of M.Muthuraman, an ex-employee of the Company. The Company also relied on the original parent documents executed by Perumal Thevar and asserted that all the original parent documents are in its custody. In addition, the Company has placed on record a receipt executed by P.Muthuramalingam, who is said to be the father of the agent, Muthuraman, acknowledging receipt of a sum of Rs.3,50,000/- towards purchase of 25.37 acres of patta land and 13.43 acres of Boodhan lands. In addition, an affidavit executed by P.Muthuramalingam has also been placed on record. Such affidavit records that the consideration for the total extent of 38.80 acres was disbursed to the land owners. The affidavit is countersigned by R.Selvadasan, S.Vijayakumari, T.Vijayakumar and V.Packiyarani, the persons who executed the power of attorney in favour of Muthuraman. The Company also has custody of the consent letters executed by the children of Perumal Thevar.



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31. From the above narration, it follows that there is evidence that consideration was paid through Mr.P.Muthuramalingam to the four land owners, who had executed a power of attorney in favour of Muthuraman. In the power of attorney, Muthuraman is described as the son of Muthuramalingam. Significantly, as discussed above, the affidavit of Muthuramalingam has been countersigned by the four land owners since such affidavit records that the land owners received consideration. Therefore, credibility should be attached to the said document. In this regard, it is also pertinent to notice that the original parent documents bearing document Nos.567, 568, 569, 570, 571 and 572 of 1991 are in the custody of the Company. When the following facts are considered cumulatively: possession of original parent documents and original power of attorney in favour of Muthuraman by the Company; and the receipt and affidavit of Muthuramalingam, there is sufficient basis to conclude that the land is an asset of the Company. Indeed, another rival claim over the lands in Ezhuvaraimooki was considered and rejected in Comp.A.No.55 of 2022 and related applications, by order dated 15.11.2024.



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32. In Comp.A.Nos.1897-1900 of 2009, the three ex-employees of the Company, P.Suresh Kumar, A. Pulivaganan and A. Arul were arrayed as respondents 1-3. The Company asserted in the affidavit in support of these applications that the entire sale consideration for the acquisition of lands was paid by it and that the above mentioned ex-employees conveyed the lands to third parties fraudulently and without authority. The applicants in Comp. A.Nos.17-19 and 21-23 of 2022 were also arrayed as respondents 8 and 6, respectively, in Comp.A.Nos.1897-1900 of 2009. By order dated 21.12.2009 in Comp.A.Nos.1898 and 1899 of 2009, respondents 1-13 therein were restrained from alienating by sale, mortgage, lease or otherwise, the properties described in the schedule, and respondents 14 and 15 were restrained from registering conveyances or issuing pattas, respectively. Respondents 1-13 were also restrained from interfering with the Company's peaceful possession. This interim order was extended by order dated 24.02.2011 until further orders. In spite of effecting substituted service on these respondents, these ex-employees chose not to enter appearance and contest the matter. Until these properties were brought for sale by auction, respondents 6 and 8 also did not take any steps to vacate the interim order.



They, however, state that they were unaware of these proceedings.

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33. While holding that immovable property should be conveyed by way of registered instruments of conveyance, in *Suraj Lamp & Industries (P) Ltd. v. State of Haryana*, (2009) 7 SCC 363 (*Suraj Lamp I*) and *Suraj Lamp & Industries (P) Ltd. v. State of Haryana*, (2012) 1 SCC 656 (*Suraj Lamp II*), the Hon'ble Supreme Court carved out an exception for power of attorney transactions for legitimate purposes, including those in favour of a developer. Paragraphs 26 and 27 of the *Suraj Lamp II* 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.



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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.”



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For reasons set out above, the claim of the Company falls within the exception carved out in *Suraj Lamp II*.

34. When the above facts and circumstances are considered holistically, the conclusion that follows is that the Company has placed on record sufficient evidence that the lands claimed by the applicants in C.A.Nos.17 to 19 and 21 to 23 of 2022 were acquired by the Company through its ex-employees either through sale deeds in their favour or general powers of attorney in their favour. Sufficient proof of payment of consideration and custody of original sale deeds or general powers of attorney, as the case may be, and parent documents in the name of the respective predecessor-in-title have been placed on record. All the title documents on which the above mentioned applicants placed reliance were executed after the commencement of winding up on or about 24.02.1998.

35. As per Section 536(2) of the Companies Act, 1956, any disposition after the commencement of winding up is void unless validated by the Court. Such validation is warranted only if the disposition was in the



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interest of the Company. In this case, the dispositions were adverse to the interest of the Company and were effected through unauthorized transactions entered into by the ex-employees of the Company who turned rogue after the Company ran into financial problem. Consequently, no case is made out for validation and these dispositions are void. Nonetheless, it is open to the applicants in Comp.A.Nos.17-19 and 21-23 of 2022 to make claims against their respective vendors, including the agents who executed conveyances in their favour.

36. In the result, these applications are disposed of as follows:

(i) Comp.A.Nos.17 to 19 of 2022 and 21 to 23 of 2022 are dismissed by holding that all the sale deeds in favour of the respective applicants are void. It is, however, open to these applicants to make claims against their respective vendors, including the agents of such vendors.

(ii) Comp.A.No.1897 of 2009 is disposed of by declaring that sale deeds bearing Document Nos.209/2001 dated 08.03.2001, 210/2001 dated



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08.03.2001, 487/2007 dated 26.04.2007, 488/2007 dated 26.04.2007,
417/2001 dated 11/05/2001, and 418/2001 dated 11.05.2001 are void.

(iii) Consequently, mutations, if any, made in the revenue records on
the basis of the above mentioned sale deeds are also declared void.

(iv) The Official Liquidator is directed to take further steps to
conclude the auction sale of these properties.

(v) The jurisdictional revenue and police officials are directed to
provide all necessary assistance to the Company to obtain and retain vacant
possession of the property.

(vi) Comp.A.Nos. 1898, 1899 and 1900 of 2009 are also disposed of
on the above terms.

(vii) There will be no order as to costs.

29.01.2025

Index : Yes / No



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Internet : Yes / No

Neutral Citation : Yes / No

Speaking/Non-Speaking
order : Yes/No
kal

To

- 1.The Official Liquidator,
as provisional liquidator of
M/s.Maxworth Orchards (India) Ltd.,
No.29, Rajaji Salai,
Chennai 600 001.
- 2.Mrs. D.Nagasaila Suresh,
Advocate,
Administrator of M/s.Maxworth Orchards (India) Ltd.,
Old No.38/1, New No.14/1,
Akbarabad 2nd Street,
Kodambakkam, Chennai-600 024.
- 3.The Sub Registrar,
Office of the Sub Registrar,
Sattankulam,
Sattankulam Taluk,

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V O Chidambaranar District.

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4.The Tahsildar,
Sattankulam,
Sattankulam Taluk,
V O Chidambaranar District.

5.The Superintendent of Police,
Office of the Superintendent of Police,
Tiruchendur,
Tuticorin District.

6.The Inspector of Police,
Sattankulam,
Sattankulam Taluk,
V O Chidambaranar District.

SENTHILKUMAR RAMAMOORTHY J.
kal

Pre-delivery order in

Company Application Nos.17 to 19 & 21 to 23 of 2022 in
Company Application No.297 of 2021
&
Company Application Nos.1897 to 1900 of 2009
in C.P.No.57 of 1998



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29.01.2025