



Comp.A.Nos.22 of 2013 & 82 of 2015

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Order Reserved on	25.04.2025
Order Pronounced on	11.06.2025

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THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

Company Application Nos.22 of 2013 & 82 of 2015
in C.P.No.27 of 2009

Comp.A.No.22 of 2013

1. M/s.Team Associates
 Having its Registered Office at
 Shed No.40B, Door No.51,
 Sidco Industrial Estate,
 Harvey Road, Tirupur 641 602
 Represented by its Authorised Signatory,
 Mr.G.Suryanarayanan.

2. M/s.Vangili Feeds
 Having its Registered Office at
 Post Box No.30, 3/88-1A
 M.G.Nagar, Mohanur Road,
 Namakkal 637 001
 Represented by its Managing Partner,
 Mr.V.Subramaniam

... Applicants

-VS-



Comp.A.Nos.22 of 2013 & 82 of 2015

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1. The Official Liquidator,
High Court, Madras, as the Liquidator of
M/s.Pioneer Feeds & Poultry Products (P) Ltd.
(in Provisional Liquidation)
 2. M/s.Viswa Agro Enterprises Ltd.
SF No.79, Nadhipalayam Road,
Modachoor Village, Gopi Taluk,
Erode District, represented by its Managing Director,
Mr.G.V.Viswanathan
 3. M/s.Provimi Products Pvt. Ltd.
SF No.72, 79, Nadhipalayam Road,
Modachoor Village, Gopi Taluk,
Erode District, represented by its Director,
Mr.G.V.Viswanathan
- ... Respondents

Comp.A.No.82 of 2015

1. M/s.Viswa Agro Enterprises Ltd.
SF No.79, Nadhipalayam Road,
Modachoor Village, Gopi Taluk
Erode District, represented by its Managing Director
Mr.G.V.Viswanathan
 2. M/s. Provimi Products Pvt. Ltd.
SF No.72,79, Nadhipalayam Road,
Modachoor Village, Gopi Taluk,
Erode District, represented by its Managing Director,
Mr.G.V.Viswanathan
- ... Applicants

-VS-



Comp.A.Nos.22 of 2013 & 82 of 2015

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Mr.V.Subramanian.

... Respondents

Prayer in Comp.A.No.22 of 2013: Judge's Summons filed under Order XIV Rule 8 of the Original Side Rules read with Rule 9, 11(b), 19, 272 & 273 of the Companies Court Rules, 1959, prays (a) to direct the Official Liquidator to take possession of 76.5 cents in S.F.No.79/1, Modachur Village, Gopi Taluk, Erode District, belonging to the company in liquidation, being the property covered in the sale notification dated 15.07.2012 and sold to the applicants, which is under the control of second and third respondents herein and hand over the same to the applicants; (b) to direct the first respondent to sell and convey to the applicant property in S.F.No.79/5, measuring an extent of 1.34 Acres at Modachur Village, Gopi



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Taluk, Erode District belonging to the company in Liquidation which forms part of the factory property for the price of Rs.60,30,000/- in terms of the upset price fixed for 4.79 acres in S.F.Nos.79/1, 2, 3, 4 in the auction conducted on 01.08.2012.

Prayer in Comp.A.No.82 of 2015: Judge's Summons filed under Order XIV Rule 8 of the Original Side Rules read with Rule 9, 11(b), 19, 272 and 273 of the Companies Court Rules, 1959, prays to direct the 1st Respondent Official Liquidator to produce before this Court the documentary evidence listed in the Annexure attached to the Judge's summons and thus render justice.

For Applicants in C.A.No.22/2013: Mr.E.Om Prakash,
2nd & 3rd Respondents in Senior Advocate for
C.A.No.82 of 2015 Mr. J.Nithyanandan

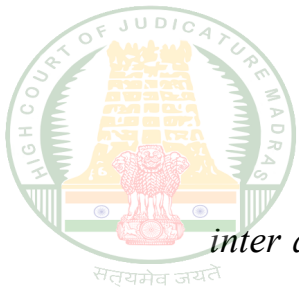
For Applicant in C.A.No.82/2015: Mr.A.Saravanan
2nd & 3rd Respondents in
C.A.No.22 /2013

In both CAs :Ms.B.Ambili,
Deputy Official Liquidator for R1

COMMON ORDER

Background:

Sale notice dated 15.07.2012 was issued by the Official Liquidator for sale of six lots of property (Lot-A to Lot- F) of Pioneer Feeds & Poultry Products (P) Ltd., the company in provisional liquidation. Lot-E pertained



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inter alia to an extent of 4.79 acres of land in S.F.Nos.79/1, 79/2, 79/3 and 79/4 (corresponding to old Survey No.196 and Re-survey No.79) at Modachur Village, Gopi Taluk, Erode District, and forms the subject of these applications.

2. M/s.Vangili Feeds and M/s.Team Associates submitted a joint bid and were declared as the highest bidders for the Lot-E property by order dated 01.08.2012. Consequently, the property was directed to be sold to the highest bidders for a total sale consideration of Rs.5.88 crore. Upon being put in possession, the above mentioned entities, which are the applicants in C.A.No.22 of 2013, ascertained that the land in S.F.No.79/1 remains in the possession of Provimi Products Pvt. Ltd. (Provimi Products), the third respondent herein, which was asserting a rival claim in respect thereof. In order to obtain possession of an extent of 76.5 cents in S.F.No.79/1 and to purchase an additional extent of 1.34 acres in S.F.No.79/5, which was also owned by the company in provisional liquidation, C.A.Nos.22 and 23 of 2013 were filed. By order dated 01.08.2014 in C.A.No.23 of 2013, the Official Liquidator was directed to convey the property in S.F.No.79/5 of an



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extent of 1.34 acres at Modachur village, Gobi Taluk, Erode District to the applicants for a total sale consideration of Rs.1.14 crore. Sale deed dated 15.10.2014 was executed for such purpose, and that aspect of the grievance was thereby resolved.

3. With regard to the purchase of 4.79 acres in S.F.Nos.79/1, 79/2, 79/3, and 79/4, sale deed dated 16.07.2014 was executed by the Official Liquidator only in respect of the undisputed 4.03 acres of land in S.F. Nos.79/2, 79/3 and 79/4. Therefore, in C.A.No.22 of 2013, the successful bidders have sought for a direction to the Official Liquidator to take possession of and hand over the 76.5 cents in S.F. No.79/1 to them. M/s.Viswa Agro Enterprises Ltd. (Viswa Agro Enterprises) and Provimi Products have filed C.A.No.82 of 2015 to direct the Official Liquidator to produce the documentary evidence listed in the schedule to that application (Judge's summons). The documents listed therein are the sale notice, the bid of the applicants, original sale certificate dated 17.02.2004, originals of Document Nos.1087, 1088, 1089, 1097, 1111, 1115, 1131 and 1138 of 1994 and the original factory plan of the company in provisional liquidation.

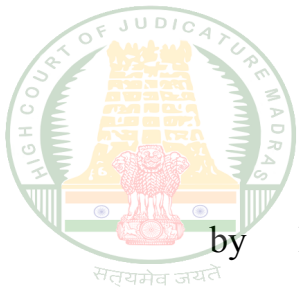


WEB COPY 4. The contesting parties adduced evidence in C.A.No. 22 of 2013.

Mr.C.Senthil Prabu, Partner of M/s Team Associates, was examined as P.W.1 and 8 documents were exhibited through him as Exs.A1-A8. He was cross-examined by learned counsel for the second and third respondents in C.A.No.22 of 2013. Mr. G.V.Sudarshan, Director of the third respondent, was examined as R.W.1 and 8 documents were exhibited through him as Exs.R1-R8. He was cross-examined by learned counsel for the applicants in C.A.No.22 of 2013. The second and third respondents also filed typed set dated 22.04.2025, which *inter alia* contained copies of Document Nos.1087/1994, 1088/1994 (Ex.R8), 1089/1994, 1097/1994, 1111/1994, 1115/1994, 1131/1994 and 1138/1994. Because some of these documents were not exhibited while adducing evidence, learned senior counsel for the applicants in C.A.No.22 of 2013 contended that the same cannot be taken into consideration.

Counsel and their contentions

5. Oral arguments on behalf of the applicants in C.A.No.22 of 2013 and the second and third respondents in C.A.No.82 of 2015 were advanced



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by Mr.E.Om Prakash, learned senior counsel, assisted by

Mr.J.Nithiyanandan, learned counsel. Oral arguments on behalf of the

second and third respondents in C.A.No.22 of 2015 and applicants in

C.A.No.82 of 2015 were advanced by Mr.A.Saravanan, learned counsel.

The Deputy Official Liquidator appeared on behalf of the Official Liquidator.

6. The first contention of Mr.Om Prakash was that 4.79 acres of land in S.F.Nos. 79/1, 79/2, 79/3 and 79/4 was brought for sale by the Official Liquidator and that the applicants in C.A.No. 22 of 2013 purchased this extent along with the building and movables for a total sale consideration of Rs. 5.88 crores. He substantiated this contention by pointing out that the sale notice published by the Official Liquidator (Ex.A1) made express reference to 4.79 acres of land in S.F.Nos.79/1, 79/2, 79/3 and 79/4 . He also pointed out that M/s.Vangili Feeds and M/s.Team Associates were declared as the successful bidders of that extent in order dated 01.08.2012 in C.A.No.284 of 2011. He further submitted that the report of the Official Liquidator dated January, 2013 mentions that Lot-E includes 4.79 acres of land in S.F.Nos.79/1, 79/2, 79/3 and 79/4.



WEB COPY 7. He next referred to the sale certificate dated 17.02.2004 (Ex.A2), which was executed by ICICI Bank, as the selling creditor; Viswa Agro Enterprises, as the confirming party; and the company in provisional liquidation, as the purchaser. By referring to the schedule to the said document, learned counsel pointed out that the total extent of 4.79 acres in S.F.No.79 was conveyed to the company in provisional liquidation under the sale certificate. By referring to the sale deed executed by the Official Liquidator in favour of the applicants in C.A.No.22 of 2013, learned counsel pointed out that the recitals record that S.F.No.79/1 of an extent of 76 cents is outside the factory compound and in the possession of the original owners. He also pointed out that it is recorded in the sale deed that C.A.No.22 of 2013 has been filed in respect thereof and that the applicants decided to have the sale deed executed for the undisputed extent of 4.03 acres in S.Nos.79/2, 79/2 and 79/3 pending adjudication of C.A. No.22 of 2013.



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8. With reference to the minutes of the proceedings on 28.10.2013(Ex.A6), learned senior counsel submitted that representatives from the office of the Official Liquidator, the Head Surveyor, Sub Registrar, VAO and representatives of both the applicants and the second and third respondents were present at the meeting. He also pointed out that it was recorded in the minutes that 84 cents in S.No.79/1 is in the custody of Provimi Products. In this regard, he clarified, with reference to the compliance report filed by the Official Liquidator in January 2014, that the extent of land in the four survey numbers was 4.79 acres as per title documents, whereas it was 4.87 acres as per the FMB sketch prepared and maintained by the surveyor in the office of the Tahsildar, Gopichettipalayam.

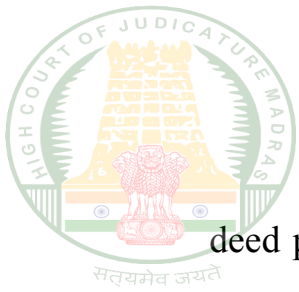
9. Learned senior counsel also referred to the questions posed in cross-examination to Mr.G.V.Sudarshan, R.W.1. He pointed out that R.W.1 admitted in course of cross-examination that Viswa Agro Enterprises was the original owner of the property of an aggregate extent of 4.79 acres at Modachur Village and comprised in S.F Nos.79/1, 79/2, 79/3 and 79/4. He



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also pointed out that R.W.1 further acknowledged that the extent mentioned in the schedule of Ex.A2, which is the sale certificate executed by ICICI Bank in favour of the company in provisional liquidation, is 4.79 acres and that three survey numbers namely 79/2, 79/3 and 79/4 are legible, whereas one survey number is not clear. On the basis of the above documentary and oral evidence, learned senior counsel submitted that the applicants in C.A.No.22 of 2013 are entitled to the relief claimed.

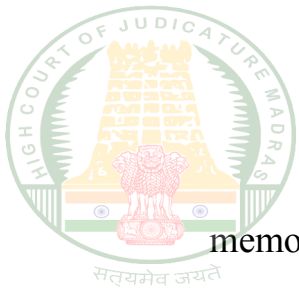
10. These contentions were refuted by Mr.Saravanan, learned counsel for the third respondent. At the outset, he submitted that only a civil court and not this Court can decide disputed questions of title. On the merits, he first referred to sale deed dated 26.02.1986, registered as Document No.471/1986 (Ex.R1), under which the third respondent purchased lands in S.F. No.79 ad measuring 50 cents from and out of the total extent of 10.58 acres from S.P.Kolandasamy and Mr.Thirunavukkarasu. By referring to sale deed dated 26.02.1986, registered as Document No.473/1986 (Ex.R2), executed by M.S.Thangavel and S.Shankaran to and in favour of K.R.V. Feeds (P) Limited (KRV Feeds), learned counsel submitted that the said sale



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deed pertains to 75 cents in S.F.No.79. He thereafter referred to exchange deed dated 29.03.1989, registered as Document No.308/1989 (Ex.R3), by which the 50 cents of land purchased under document No.471/1986 was exchanged for 50 cents purchased under document No.473/1986. Thus, he submitted that Provimi Products became the owner of 50 cents of land in S.F. No.79/1.

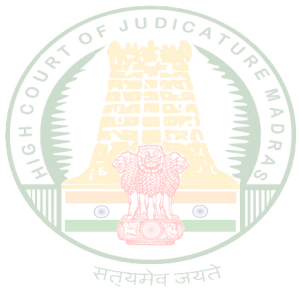
11. Thereafter, by referring to Document Nos.1087/1994, 1088/1994 (Ex.R8), 1089/1994, 1097/1994, 1111/1994, 1115/1994, 1131/1994 and 1138/1994 in typed set dated 22.04.2025, he submitted that the lands in S.No.79/1 were not conveyed under these documents to Viswa Agro Enterprises. In order to substantiate this contention, learned counsel referred to the respective schedules to point out that each schedule refers to the land concerned as being to the East of the land of Provimi Products. According to learned counsel, the reference to the land to the East is a reference to S.F.No.79/1. He further submitted that Provimi Products executed memorandum of deposit of title deeds dated 24.02.2011 (registered as Document No.749 of 2011) in favour of Indian Overseas Bank (Ex.R6) and



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memorandum of deposit of title deeds dated 15.06.2017 (registered as Document No.1210 of 2017) in favour of Syndicate Bank in relation to loans availed from the said banks. By referring to the schedules thereto, he pointed out that 50 cents of land in S.No.79/1 was mortgaged in favour of these banks and that the exchange deed and the antecedent sale deed (Document Nos.308/1989 and 473/1986) were deposited with the banks in relation to the mortgage. He also referred to Patta No.585 to contend that the pattadhars are Provimi Products and Viswa Agro Enterprises jointly. As an alternative argument, he also contended that the third respondent is entitled to protection on the basis of being in adverse possession since 1989.

12. In support of these contentions, learned counsel referred to and relied upon the judgment in *Paramasivan v. Pandian @ Vellaiah Pandian, S.A.(MD) No.375 of 2011, dated 14.07.2016*, particularly paragraphs 9 and 10 thereof, to contend that if there is any discrepancy between the extent as mentioned and the boundaries in the schedule, the boundaries would prevail over the extent. The judgment dated 22.11.1923 of the Division Bench of this Court in *Subbayya Chakkiliyan v. Maniam Muthiah Goundan and another, XIX L.W.245*, was also relied upon for this proposition.



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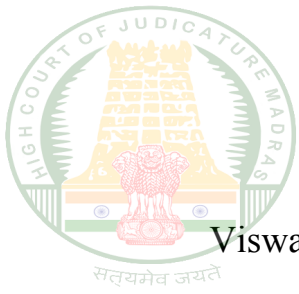
13. By way of rejoinder, learned senior counsel, Mr.Om Prakash, relied upon the judgment of the Division Bench in *Maxworth Orchards (India) Ltd. v. B.Ravi Babu and Others*, 2023 SCC OnLine Mad 5595 (*Maxworth Orchards*), to contend that the Companies Court has jurisdiction even if the lands fall outside the territorial limits of Chennai. He further submitted that the proof affidavit does not contain any assertion of title over 75 cents and that only the adangal (but not the patta) was exhibited through R.W.1. By further submitting that Viswa Agro Enterprises was the confirming party to the sale certificate executed by ICICI Bank in favour of the company in provisional liquidation, he also pointed out that the eight sale deeds filed by the third respondent at Sl.Nos.4 to 11 of typed set dated 22.04.2025 are listed therein. As regards the contention that the schedules to these sale deeds referred to the property being to the East of the property of Provimi Products, he submitted that S.F. No.72 lies to the West of S.F. No.79, which is owned by and in the possession of Provimi Products. Therefore, he concluded his submissions by contending that the reference in the sale deeds does not indicate that the ownership of Provimi Products over S.79/1 was recognised.



Discussion, Analysis and Conclusion:

14. At the outset, the jurisdictional issue is dealt with. In *Maxworth Orchards*, the Division Bench of this Court recognised the wide powers of the Companies Court under Section 446 of the Companies Act, 1956 to decide any question of law or fact arising out of or in relation to the winding-up of a company by citing the judgment of the Supreme Court in *Sudarsan Chits (I) Ltd. v. O.Sukumaran Pillai*, AIR 1984 SC 1579. Ordinarily, applications in winding up are decided summarily. In appropriate cases, however, the court may require a trial to be held. In this case, the contesting parties herein adduced both oral and documentary evidence upon being permitted to do so. In effect, parties also had the benefit of a trial. In these circumstances, I reject the jurisdictional challenge as untenable and turn to the merits.

15. The dispute centres around the ownership of lands bearing S.F.No.79/1. According to the applicants in C.A.No.22 of 2013, the said lands were conveyed by the owner(s) thereof to Viswa Agro Enterprises.



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Viswa Agro Enterprises, in turn, conveyed the lands to the company in provisional liquidation under sale certificate dated 17.02.2004 (Ex.A2). This contention is refuted by the second and third respondents in the said company application on the ground that 50 cents of land in S.F.No.79/1 was acquired by Provimi Products under exchange deed dated 29.03.1989, which was registered as Document No.308/1989. It is further stated that such exchange was effected by transferring 50 cents in S.F.No.79 to KRV Feeds and taking the 50 cents owned by KRV Feeds under Document No.473/1986.

16. The document that warrants close examination first in this factual situation is the sale certificate dated 17.02.2004. The sale certificate executed by ICICI Bank in favour of the company in provisional liquidation has been exhibited as Ex.A2. Viswa Agro Enterprises, represented by its Managing Director, Mr.G.V.Viswanathan, has signed the document as a confirming party. The document describes the property as land in S.F.No.79 ad measuring 4.79 acres. The subdivisions are also mentioned. A correction has been made by inserting S.F. No.79/4 and altering what was earlier



written as S.F. No.79/4 as S.F.No.79/1. The boundaries described therein

WEB COM reveal that the property is to the East of the property of Provimi Products.

17. Ex.A2 records that the confirming party acquired the property under the eight sale deeds mentioned therein. These eight documents were also filed by the second and third respondents in typed set dated 22.04.2025 at serial numbers 4-11. Ex.A2 also records that the confirming party, Viswa Agro Enterprises, had availed of both working capital and term loans and had committed default in the repayment of dues. It also records that the sale was being effected in terms of powers conferred on the ICICI Bank under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (the SARFAESI Act). Significantly, Ex.A2 contains the following clauses:

“1.Vendor and the Confirming Party do hereby covenant and declare that the Vendor possess valid right, title and interest to convey all right, title and interest in the Schedule property and also the fixtures and fittings hereby hereunder expressed to be conveyed unto the Purchaser in the manner aforesaid.



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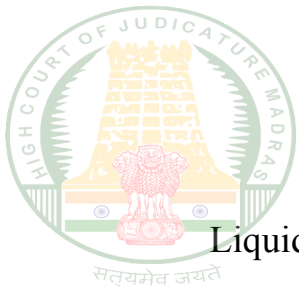


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3. The Vendor and the Confirming Party further covenant and declare that the Schedule Property hereby sold is free from all encumbrances and that there are no claims of any person or persons whatsoever.”

18. Viswa Agro Products is, therefore, not in a position to deny the title of the applicants to the property, including in respect of S.F.No.79/1. It is pertinent to notice, in this regard, that the said entity did not file a counter in C.A. No.22 of 2013. In the sale certificate, Viswa Agro Enterprises not only asserted that it has title over the land in S.F.No.79/1, but also represented and warranted through G.V.Viswanathan that there are no third party claims over S.F.No.79/1. Whether Provimi Products is, nonetheless, entitled to challenge the applicants' title and whether such challenge is sustainable, falls for consideration next.

19. Ex.A6, which is the photocopy of minutes dated 28.10.2013, was also exhibited through P.W.1 as Ex.A6. This meeting was held pursuant to order dated 10.09.2013 (Ex.A5) of this Court directing the Official



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Liquidator to take the assistance of a surveyor and measure the land clearly indicating the total extent in each sub-division of S.F.No.79. Ex.A6 bears the signatures of K.M.Murugesan, G.Suryanarayanan, G.V.Viswanathan and G.V.Sudarsanan, who were present on behalf of Vangili Feeds, Team Associates, Viswa Agro Enterprises and Provimi Products, respectively. After measuring the extent in each subdivision of original S.F.No.79, it was recorded in Ex.A6 that the aggregate extent of land in S.F.No.79 is 10.28 acres and that the extent in S.F.No.79/1 is 0.34.0 hectares or 0.84 acres. It was also recorded therein that 0.84 acres in S.F.No.79/1 is in the possession of Provimi Products and that a 4000 square foot building has been built thereon. The documents relied on by the second and third respondents should be examined in this context.

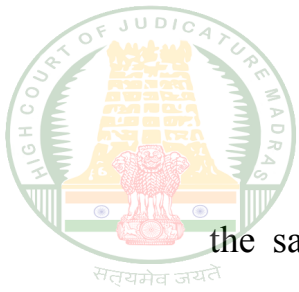
20. In course of the examination-in-chief of R.W.1, eight documents were exhibited as Exs.R1 to R8. These documents are Document No.471 of 1986 (Ex.R1), Document No.473 of 1986 (Ex.R2), Document No.308 of 1989 (Ex.R3), Plan showing building and machinery at S.F.Nos.72 and 79 (Ex.R4), Form No.8 for creation of charge in favour of State Bank of India



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(Ex.R5), memorandum of deposit of title deeds in favour of Indian Overseas Bank, Document No.749 of 2011 (Ex.R6), Adangal for S.F.Nos.72 and 79 (Ex.R7) and sale deed executed by KRV Feeds in favour of Vishwa Agro Enterprises, Document No.1088 of 1994 (Ex.R8). Out of the documents included in typed set dated 22.04.2025 of the second and third respondents in C.A.No.22 of 2013, only the documents at Sl.Nos.1 to 3, 5 and 12 find place in the exhibits.

21. Document No.471 of 1986 (Ex.R1) was executed in favour of Provimi Products on 26.02.1986 by S.P.Kolandasamy and K.Thirunavukkarasu. Interestingly, in the said document, Provimi Products is represented by its Managing Director, G.V.Viswanathan. On perusal of the schedule, it appears to relate to 0.20.0 hectares or about 50 cents in the total extent of 4.165 hectares or 10.58 acres in S.F. No.79. It is noticeable that no subdivision had been effected in S.F. No.79 at that juncture. Document No.473 of 1986 (Ex.R2) was executed in favour of KRV Feeds by Thangavel and Sankaran and relates to 75 cents out of a total extent of 4.165 hectares or 10.58 acres in S.F. No.79. This document was executed on



the same date as Document No.471 of 1986. In this document also, the purchaser, KRV Feeds, is represented by its Managing Director, G.V.Viswanathan. As in the case of Document No.471 of 1986, the schedule of Document No.473 of 1986 refers to S.F No.79, but not to any specific subdivision therein. The exchange deed warrants consideration next.

22. The exchange deed (Ex.R3) was registered as Document No.308 of 1989 on 29.03.1989. G.V.Viswanathan appears to have executed the exchange deed on behalf of both Provimi Products and KRV Feeds. As in the case of the earlier sale deeds, without any reference to subdivisions, the exchange deed deals with the exchange of 50 cents owned by Provimi Products in S.F. No.79 with 50 cents owned by KRV Feeds in S.F.No.79. Another material aspect should be recognised: the exchange deed pertains to only 50 cents and not the entire extent in the possession of Provimi Products. In other words, on the basis of the exchange deed, a title claim cannot be asserted over the entire extent in the possession of Provimi Products even if it is assumed for the sake of argument that such claim may be asserted on the basis of this document.



WEB COPY 23. With reference to sale deed dated 17.08.1994, which was registered as Document No.1088/1994 (Ex.R8) and the other documents in typed set dated 22.04.2025, learned counsel for the second and third respondents contended that the said documents refer to the relevant property as being to the East of the property of Provimi Products. Such contention was advanced to establish that the ownership of the land in S.F. No.79/1 by Provimi Products is thus recognized in the schedules. A rough combined sketch of S.F. No.79 has been exhibited as Ex.A4. Although objections were raised with regard to the accuracy of the said document since it was not prepared by the revenue authorities, it is common ground that S.F. No. 72, which is admittedly owned by Provimi Products, lies to the West of S.F.No.79. As contended by learned senior counsel for the applicants in C.A.No.22 of 2013, the reference to the lands in the schedule to Ex.R8 as being to the East of the lands of Provimi Products is clearly a reference to the lands being to the East of S.F.No.72, which is owned by Provimi Products. The mortgage-related documents warrant a brief discussion.



WEB COPY 24. The memorandum of deposit of title deeds dated 24.02.2011 in favour of Indian Overseas Bank, Document No.749 of 2011 (Ex.R6) reveals that it was executed on behalf of Provimi Products by two directors, namely, G.V.Viswanathan and G.V.Sudarsan. It pertains both to S.F.No.72 and S.F.No.79/1. The documents listed therein include Document Nos.84/1988 and Document No.85/1988 wherein G.V.Viswanathan is mentioned as the Managing Director of Provimi Products. Pertinently, this document is subsequent to Ex.A2 dated 17.02.2004 wherein G.V.Viswanathan represented and warranted that Viswa Agro Enterprises is the owner of the land in S.F.No.79/1 and that there are no third party claims or encumbrances relating thereto. Without expressing any opinion regarding S.F.No.72, in view thereof, as regards S.F.No.79/1, this document does not support the title claim of Provimi Products. The memorandum of deposit of title deeds dated 15.06.2017 in favour of Syndicate Bank, which was executed by G.V.Viswanathan and G.V.Sudarsan as Directors of Provimi Products about 6 years later, does not advance the cause of Provimi Products for the same reason.



WEB COPY 25. Thus, the documents on record disclose that G.V.Viswanathan has signed title and mortgage documents on behalf of all three corporate entities, namely, Viswa Agro Enterprises, KRV Feeds and Provimi Products by describing himself as the Managing Director. R.W.1 was also questioned with regard to this issue. He admitted that G.V.Viswanathan is his father, but denied that Viswa Agro Enterprises and Provimi Products are group companies. While he also denied the suggestion that Viswanathan is the Managing Director of all three companies, significantly, he stated as under during his cross-examination on 06.07.2018 and 02.08.2019:

“I deny the suggestion that my father G.V.Viswanathan is the Managing Director of all the 3 companies. I do not know in which company G.V.Viswanathan is the Managing Director. I do not know whether I have denied in my proof affidavit that G.V.Viswanathan is not the Managing Director of the 3rd respondent company. Witness adds: He is one of the Directors but not the Managing Director.”



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“It is true that I am a Director of the 3rd Respondent company. My father Mr.G.V.Viswanathan is also a Director of the 3rd Respondent company and he was also the Chairman of the 2nd Respondent company. I was not holding any post in the company by name M/s K.R.V. Feeds Pvt. Ltd. My father was holding key position in M/s K.R.V. Feeds Pvt. Ltd., when it was in existence. I do not know exactly when M/s K.R.V. Feeds Pvt. Ltd., was closed. It is not in existence for more than 15 years. Though My father G.V.Viswanathan was holding key position in all the three companies namely the 2nd and 3rd Respondent companies and M/s K.R.V. Feeds Pvt. Ltd., they were not a group companies....”

These answers establish the strong links between the three entities and the central role of G.V.Viswanathan in all three companies.

26. The next aspect to be considered is with regard to the total extent in S.F.No.79 and, more particularly, the extent in S.F. No.79/1. R.W.1 was questioned with regard to the total extent in S.F. No.79. The relevant



questions and answers during the cross-examination on 02.08.2019 are as

under:

“Q: I put it to you that M/s. Viswa Agro Enterprises (P) Ltd. had sold two extents of the properties i.e 4.79 acres vide Ex.A2 and 1.35 acres vide Ex.A3 totalling to 6.13 acres in favour of M/s.Pioneer Feeds and Poultry Products (P) Ltd which total extent is comprised in survey Nos.79/1, 79/2, 79/3, 79/4 and 79/5.

A: As per the documents, it is correct.

Q: I put it to you that since M/s.Viswa Agro Enterprises (P) Ltd. sold 6.13 acres in favour of M/s. Pioneer Feeds and Poultry Products Private Limited, M/s.Pioneer Feeds and Poultry Products Private Limited is entitled for the extent of 6.13 acres?

A: I do not know.

Q: I put it to you that the entire property in survey number 79 has been sub-divided into 7 survey numbers namely Survey numbers 79/1, 79/2, 79/3, 79/4, 79/5, 79/6A and 79/6B and Ex.A4 is the combined sketch for the entire survey number 79?



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A: Yes.

Q: What is the total extent in survey number 79?

A: It is 10.28 acres.

Q: When the proceedings were conducted on 28.10.2013 in pursuance of the order dated 10.09.2013 passed by the Hon'ble High Court in C.A.No.22 of 2013, the representatives of two companies namely M/s.Viswa Agro Enterprises Ltd. And M/s.Provimi Products Private Limited were present. Am I correct?

A: Yes.

Q: I put it to you that all the eight representatives mentioned in Ex.A6 were present on the day of the proceedings?

A: Yes.

Q: I put it to you that in Ex.A6, it is mentioned that Surveyor and his Assistant measured the entire land in survey no.79, and the extent as per each sub-division number in the said survey number has also been mentioned therein.

A: Though the extent in each subdivision is mentioned in Ex.A6, it was not properly measured.

Q: Did you sign Ex.A6?

A: Yes.



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Q: When you had objection, why did you sign Ex.A6?

A: I had submitted my objection, but without considering my objection, Ex.A6 was prepared and I was asked to sign it.

Q: Whether you have filed any document to show that you have submitted your objection?

A: I have submitted my objection.

A: Have you filed any document before this Hon'ble Court to show that you have submitted your objections?

A: Yes.

Q: Kindly see your proof affidavit and point out the document which you refer to?

A: It is not mentioned in my proof affidavit."

27. As is evident from the above, R.W.1 admitted that a total extent of 6.13 acres was conveyed to the company in provisional liquidation under Exs.A2 and A3. R.W.1 further admitted that the total extent in S.No.79 is 10.28 acres. In response to the penultimate and final questions on 02.08.2019, R.W.1 stated as under:

"Q: I put it to you that the Sub-Registrar, who



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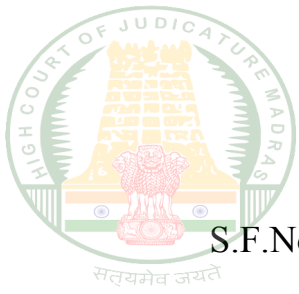
verified the two certified copies of the sale deed, stated in Ex.A6 that the land to an extent of 6.13 acres conveyed through the two sale deeds belongs to M/s Pioneer Feeds and Poultry Products Private Limited?

A: Yes. It is mentioned therein.

Q: I put it to you that out of the total extent of 10.28 acres in survey no.79, which is sub-divided into 7 survey numbers namely 79/1, 79/2, 79/3, 79/4, 79/5, 79/6A and 79/6B, apart from the extent of the land in survey numbers 79/6A and 79/6B, the remaining land belongs to the company in liquidation.

A: As per records, it is correct. I do not know personally.”

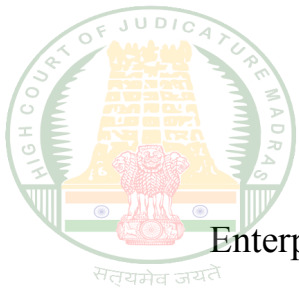
The last answer reveals that, other than the extent in S.F. Nos.79/6A and 79/6B, R.W.1 admits that the remaining land belongs to the company in provisional liquidation. In Ex.A6, the extent of land in S. F. No.79/6A is shown as 1.91 acres and the extent of land in S.F. No.79/6B is shown as 2.03 acres. These two extents add up to 3.94 acres. Indeed, the answers of R.W.1 are in line with Ex.A6, which records that the land purchased by the company in provisional liquidation was 4.79 acres, including 0.84 acres in



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S.F.No.79/1, under Document No.1453/2004 (Ex.A2) and 1.34 acres under Document No.309/2004 (Ex.A3), which aggregates to 6.13 acres. Since there is no discrepancy between the extent as mentioned in the title documents and boundaries, the judgments cited by Mr.Saravanan do not advance the cause of the third respondent.

28. The above discussion leads to the conclusion that G.V.Viswanathan, who signed Ex.A2 as the confirming party on behalf of Viswa Agro Enterprises, was also the person representing Provimi Products and KRV Feeds in Exs.R1-R3. Ex.A2 was executed after Exs.R1-R3. As noticed earlier, the documents included at serial numbers 4-11 of typed set dated 22.04.2025 of the second and third respondent are referred to in Ex.A2 as the documents by which Viswa Agro Enterprises acquired title to the land ad measuring 4.79 acres in S.F.Nos.79/1, 79/2, 79/3 and 79/4. In fact, on perusal of Document Nos.1131 of 1994 and 1138 of 1994, it is noticeable that the land in S.F.No.79/1 is dealt with therein. Two inferences may be drawn on the basis of this oral and documentary evidence: the first that the land in these survey numbers was acquired by Viswa Agro



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Enterprises and thereafter mortgaged to ICICI Bank; and the second that Provimi Products is not entitled to any proprietary interest in the land in S.F.No.79/1.

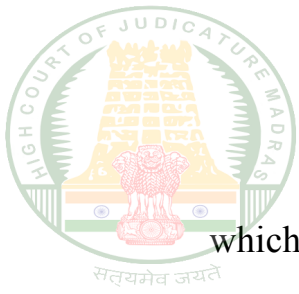
29. In view of inability to repay the loan, the mortgage was enforced by ICICI Bank by bringing the property for sale. The sale certificate (Ex.A2) relating thereto was executed not only by ICICI Bank, but also by Viswa Agro Enterprises as the confirming party. G.V. Viswanathan signed as the Managing Director of Viswa Agro Enterprises. The schedule to the document refers to the total extent clearly as 4.79 acres. Under this document, the company in provisional liquidation acquired the land.

30. Thereafter, the Official Liquidator brought the land for sale under sale notice dated 11.07.2012 (Ex.A1). The said sale notice refers to the total extent of 4.79 acres in S.No.79/1, 79/2, 79/3 and 79/4. The report of the Official Liquidator in January, 2013, which refers to the sale of Lot-E to Team Associates and Vangili Feeds, also describes the land as ad measuring 4.79 acres in S.F.Nos.79/1, 79/2, 79/3 and 79/4. Upon carrying out a survey



in the presence of representatives of the applicants and the contesting respondents, the extent of land in S.F. Nos.79/1, 79/2, 79/3 and 79/4 was measured as 4.79 acres. This is also admitted by R.W.1 in cross-examination.

31. The alternative contention of Mr.Saravanan, albeit advanced tentatively, on the basis of adverse possession is also untenable because such contention cannot be advanced by a person asserting a rival title claim. In other words, the settled legal position is that a claim on the basis of adverse possession is completely incompatible with a rival title claim. The rival title claim having failed, the applicants in C.A.No.22 of 2013 are entitled to be put in possession of the extent of about 84 cents in S.F.No.79/1. Out of this extent, as per the report dated 24.09.2021 of the Advocate Commissioner, Mr.V.P.K.Gowtham, Provimi Products is in possession of about 75 cents. This factual conclusion is at variance with the minutes of meeting held on 28.10.2013 (Ex.A6), which records that 84 cents of land is in the possession of Provimi Products. In any event, Provimi Products is liable to hand over the entire extent of land in S.F.No.79/1,



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which is in its possession currently, to the Official Liquidator in terms of this order so as to enable the lands to be handed over thereafter to the applicants.

32. One final aspect remains to be considered. In both the affidavit in support of C.A.No.22 of 2013 and the proof affidavit of P.W.1, it is stated that the applicants in C.A.No.22 of 2013 purchased the Lot-E property comprising 4.79 acres of land in S.F.Nos.79/1, 79/2, 79/3 and 79/4 along with buildings and movable assets for Rs.5.88 crores. The sale notice (Ex.A1) also indicates that Lot-E comprised land, building and movable assets. The said notice also provides the aggregate reserve price of Rs.4,10,71,000/- for Lot-E along with the break-up of Rs.2,15,55,000/- towards land, Rs.77,13,000/- towards building and Rs.1,18,03,000/- towards movables. No further information regarding the built-up area of the building or the nature of movables is available in Ex.A1. During cross-examination of P.W.1 on 28.02.2014, the above details were referred to by him.



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33. In both the counter and the proof affidavit of R.W.1, it is stated that Provimi Products built the factory on S.F.No.79/1. R.W.1 has also exhibited the approved plan as Ex.R4. This approval is in the name of Provimi Products and discloses buildings ad measuring about 11260.39 square foot and machinery in S.F.No.72 and 79/1. The plan does not provide any demarcation between S.F.No.72 and 79/1. R.W.1 was not cross-examined at all with regard to the building and machinery on S.F.No.79/1. It is recorded in Ex.A6 (minutes of meeting held on 28.10.2013) that a building of about 4000 square foot has been put up on S.F.No.79/1. The Advocate Commissioner has stated in his report dated 24.09.2021 that there is a superstructure ad measuring 0.10^{3/4} acre and a temporary structure ad measuring about 0.05 acres in S.F.No.79/1. This report is based on the Taluk Surveyor's report. Although Ex.A2, and, particularly Annexure 1A thereof, shows that a building of 32,700 square feet was conveyed to the company in provisional liquidation along with the land, the built-up extent mentioned therein does not tally with that mentioned in Ex.A6, Ex.R4 or the Advocate Commissioner's report.

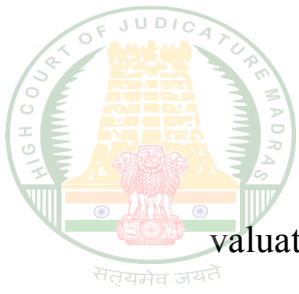


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34. On the basis of evidence adduced, it is not possible to conclude that the buildings currently situated on S.F.No.79/1 are the buildings conveyed to the company in provisional liquidation under Ex.A2 and thereafter purchased by the applicants in C.A.No.22 of 2013. In these circumstances, the only workable solution is to direct valuation of such building by the Official Liquidator through ITCOT at rates approved earlier by this Court so as to enable the applicants to make payment towards the same to Provimi Products through the Official Liquidator, and thereafter take possession. Prior thereto, the machinery on S.F.No.79/1 may be removed by Provimi Products after an inventory is drawn by ITCOT in the presence of the Official Liquidator and representatives of the contesting parties. In the alternative, it is open to the applicants and Provimi Products to agree on sale of the land in S.F.No.79/1 by the applicants to Provimi Products at a mutually acceptable price with the consent of this Court.

35. In the result, C.A.No.22 of 2013 is disposed of, without any order as to costs, on the following terms:

- (i) The Official Liquidator is directed to undertake and complete



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valuation of the building on S.F.No.79/1 through ITCOT at rates earlier approved by this Court within 60 days from the date of receipt of a copy of this order. While undertaking valuation, in the presence of representatives of the contesting parties and the Official Liquidator, an inventory of machinery shall be taken. It is open to Provimi Products to remove the machinery from S.F.No.79/1. A copy of the valuation report shall be provided both to the applicants and Provimi Products. The cost of valuation shall be paid from and out of amounts lying to the credit of the company in provisional liquidation.

(ii) Based on the valuation report, the applicants shall remit the value of the building to the Official Liquidator within 30 days from the date of receipt of the valuation report. Upon receipt thereof, the Official Liquidator shall inform Provimi Products about the same within one week.

(iii) Provimi Products is directed to hand over vacant possession of the entire extent of land in its possession in S.F.No.79/1 along with the buildings thereon to the Official Liquidator within 30 days from the date of



receipt of the communication from the Official Liquidator about the receipt of the amount payable towards building value from the applicants.

(iv) Subject to vacant possession having been handed over by Provimi Products, within 30 days of receiving such payment, the Official Liquidator shall remit the said amount to Provimi Products.

(v) Within 30 days from the date of taking vacant possession, the Official Liquidator shall execute a sale certificate or sale deed in favour of the applicants or their nominees conveying the entire extent of 0.84 acres of land in S.F.No.79/1 along with buildings thereon to the applicants. Contemporaneously, vacant possession thereof shall be handed over to the applicants or their nominees by the Official Liquidator.

(vi) As an alternative, it is open to the applicants and Provimi Products to reach an agreement for the purchase of the land in S.F.No.79/1 from the applicants by Provimi Products at a mutually agreed price with the consent of the Court. The contesting parties are granted leave to apply to this Court for leave for such purpose.



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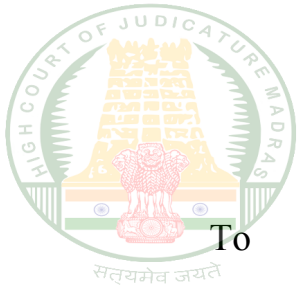
(vii) All the parties are granted leave to apply for any direction for the effective implementation of this order.

36. Copies of most of the documents requested for in C.A.No.82 of 2015 were placed on record by the second and third respondents. The Official Liquidator does not, in any event, have custody of the originals. Consequently, C.A.No.82 of 2015 is closed without any order as to costs.

11.06.2025

Index : Yes / No
Internet : Yes / No
Neutral Citation : Yes / No
Speaking/Non-Speaking
order : Yes/ No

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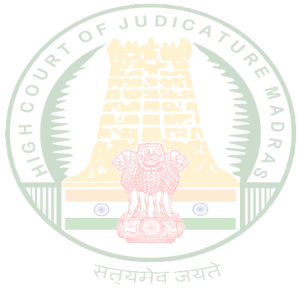


Comp.A.Nos.22 of 2013 & 82 of 2015

To

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



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Comp.A.Nos.22 of 2013 & 82 of 2015

SENTHILKUMAR RAMAMOORTHY J.

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Pre-delivery order made in

Company Application Nos.22 of 2013 & 82 of 2015
in C.P.No.27 of 2009

11.06.2025