



OSA (CAD) No.53 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 29.07.2025

DELIVERED ON : 14.10.2025

CORAM :

THE HONOURABLE MR. MANINDRA MOHAN SHRIVASTAVA,
CHIEF JUSTICE

AND

THE HONOURABLE MR.JUSTICE MUMMINENI SUDHEER KUMAR

OSA(CAD) No.53 of 2024
and CMP No.13232 of 2024

C. Prakash
Proprietor of Sri Kumaran CD
Collections and Electronics,
New No.3, Old No.8,
AR Cauvery Enclave, F2,
1st Floor, NGO Colony 3rd Street,
Vadapalani, Chennai-600 026.

Appellant(s)

Vs

1. S.N.Media
No.13, Clemens Road,
Purasawakkam,
Chennai – 600 007.
2. B. Mahadev
Proprietor of Mahashaila Cine Sankula,
No.352, 2nd Main 8th Cross,
Annapoorneshwari Nagar,
Nagarbhavi II Stage, Bangalore – 560 091.



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3. M.S.Manu Gowda

Proprietor of Mahashaila Cinebandha,
No.352, 2nd Main, 8th Cross,
Annapoorneshwari Nagar,
Nagarbhavi II Stage, Bangalore – 560 091.

Respondent(s)

PRAYER: Appeal under Section 13(1) of the Commercial Courts Act, 2015 read with Order 36 Rule 1 of the Original Side Rules to set aside impugned judgment and decree dated 06.06.2023 in CS (Comm.Suit) No.30 of 2021 on the file of the High Court (Original Side) Madras and allow the OSA.

For Appellant(s): Mr.M.V.Swaroop

For Respondent(s): Mr.B.Arvind Srevatsa
for R1

No Appearance
for R2 and R3

JUDGMENT

THE CHIEF JUSTICE

This appeal is directed and preferred against the judgment and decree dated 6.6.2023 passed in C.S. (Comm.Suit) No.30 of 2021, whereby the learned Single Judge has dismissed the suit.



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2. The unsuccessful plaintiff is the appellant herein and the parties are referred to as per their rank in the suit.

3. The plaintiff filed the suit seeking a declaratory decree, as also perpetual injunction, and further directions as below:

"a) Declaring that the Plaintiff is the sole and absolute owner of all the intellectual property rights, interest and title including but not limited to, the visual recording and sound recording in the underlying story, screenplay, dialogues, musical and lyrical works of the dubbed cinematograph film 'Chingari' and 'Shrikanta' in Tamil and Malayalam and connected internet and non-theatrical rights and all other underlying works for the purposes of Section 17 of the Copyright Act, 1957.

b) A perpetual injunction restraining the 1st Defendant, 2nd Defendant and 3rd Defendant, its men, agents, successors-in-business, assigns, representatives or any person claiming through or under them from in any manner exploiting and/or infringing any of the copyrights, including but not limited to, the visual recording and sound recording in the underlying story, screenplay, dialogues, musical and lyrical works of the dubbed cinematograph films 'Chingari' and 'Shrikanta' in Tamil and Malayalam and all other underlying works for



the purposes of Section 17 of the Copyright Act, 1957 in online and offline mode including in internet and non-theatrical modes.

c) Directing the 1st Defendant, 2nd Defendant and 3rd Defendant, its men, its assigns, representatives or any person claiming through or under them, to remove any infringing content of the Copyrights including but not limited to, the visual recording and sound recording in the underlying story, screenplay, dialogues, musical and lyrical works of the dubbed cinematograph Film 'Chingari' and 'Shrikanta' in Tamil and Malayalam and all other underlying works for the purposes of Section 17 of the Copyright Act, 1957 in all online and offline mode.

d) Directing the Defendant to pay total damages of Rs.1,20,000/- (Rupees One Lakhs Twenty Thousand Only) for damages towards infringement.

e) Directing the Defendant to pay the costs of this suit.

f) Passing any other or further orders which this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case, in favour of the Plaintiff and against the Defendant in the interest of justice."

4.1. In the plaint, it was pleaded, *inter alia*, that the plaintiff is engaged in the purchase of copyrights and exploiting them by broadcasting in his YouTube channels and also involved in the



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making, selling and marketing of the literary, musical and cinematographic works in various formats, including CDs.

4.2. It was pleaded that the second defendant is the producer of the Kannada cinematograph films "Chingari" and "Shishira" and the plaintiff had acquired from the second defendant the dubbing rights in Tamil and Malayalam languages, along with internet and non-theatrical rights of the said two Kannada cinematograph films "Chingari" and "Shishira" vide an Assignment Agreement dated 29.5.2020, whereunder, vide Clause 3, the second defendant recognized the plaintiff as the producer of the dubbed films and the consideration for the assignment of the two films was Rs.30,000/-.

4.3. It was further pleaded by the plaintiff that he had also acquired from the third defendant the dubbing rights in Tamil and Malayalam languages, along with internet and non-theatrical rights of the Kannada film "Shrikanta" vide an Assignment Agreement dated 29.5.2020, wherein, as per per Clause 3, the third defendant recognized the plaintiff as the producer of the dubbed film and the



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consideration for the assignment was Rs.25,000/-.

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4.4. It was further averred by the plaintiff in the plaint that, though he had attempted to make payment for both the agreements together directly, due to technical glitch, he was unable to do so and, since the second defendant and his son, the third defendant, insisted for immediate payment under their respective Assignment Agreements, the plaintiff had made an alternative arrangement and requested one Rajendra Kumar, who was based in Bangalore and involved in the negotiation between the plaintiff and defendant Nos.2 and 3, to make payment to defendant Nos.2 and 3 on his behalf.

4.5. It is asserted in the plaint that the plaintiff had paid Rs.25,000/- and Rs.30,000/- vide NEFT transaction on 31.5.2020 to Rajendra Kumar, who, in turn, issued a receipt for the same on 31.5.2020, confirming that the said amount has been received for the purposes of assignment of dubbing rights in the aforesaid three films.



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4.6. The further pleading is that Rajendra Kumar made payment of Rs.50,000/- to defendant Nos.2 and 3, after deducting Rs.5,000/- payable to him by defendant Nos.2 and 3, and defendant Nos.2 and 3 also issued receipts acknowledging the payment made to them by Rajendra Kumar on behalf of the plaintiff.

4.7. It is stated that the plaintiff's cause of action arose when the plaintiff came to know that defendant Nos.2 and 3 have assigned their exclusive dubbing rights of the films "Chingari" and "Shrikanta" in other South Indian languages (except Kannada) to the first defendant, though there was no quibble in respect of the rights of the film "Shishira". On that basis, the first defendant started exploiting the rights of the films, over which the plaintiff has acquired rights in his favour from defendant Nos.2 and 3.

4.8. It is further stated that, in response to the notice issued by the plaintiff, the first defendant claimed that the third defendant



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assigned the dubbing rights in its favour under another Assignment Agreement. Hence, the suit.

5. While the first defendant filed its written statement, defendant Nos.2 and 3 did not file any written statement.

6.1. The first defendant, in its written statement, specifically denied the asseverations contained in the plaint and it was pleaded, *inter alia*, that defendant Nos.2 and 3 had approached the first defendant representing themselves as producers of feature films titled “Chingari” and “Shrikanta” and claiming that they have exclusive rights over the two feature films.

6.2. It is averred that, after long drawn negotiation, two Assignment Agreements were entered into on 10.7.2020 in respect of the cinematograph films “Chingari” and “Shrikanta” for a consideration of Rs.3,75,000/- qua the film “Chingari” and an equal amount of Rs.3,75,000/- qua the film “Shrikanta”, along with necessary and usual GST charges. It is stated that, in all, for each



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film a sum of Rs.4,20,000/- was paid.

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6.3. The first defendant denied execution of Assignment Agreements between the plaintiff and defendant Nos.2 and 3 and also denied receipt of any payment by defendant Nos.2 and 3 from the plaintiff.

7. The plaintiff, in order to prove his case, relied on oral and documentary evidence. He examined himself as Pw1 and Rajendra Kumar as Pw2 and marked as many as 12 documents as exhibits, including two Assignment Deeds, as also receipts acknowledging payment made by plaintiff to Rajendra Kumar, and payment made by Rajendra Kumar to defendant Nos.2 and 3, as clinching documentary evidence in support of his case.

8. The first defendant examined one Sanjay Kumar Lalwani, Proprietor of the first defendant, as Dw1. In addition, he also led documentary evidence by marking eight documents as exhibits, including the Assignment Deed claimed to have been executed in its



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favour by defendant Nos.2 and 3 in respect of the two cinematograph films "Chingari" and "Shrikanta", as also bank statements in proof of payments made.

9. By the impugned judgment, the learned Single Judge dismissed the suit holding that the plaintiff failed to prove its case of having entered into agreements with defendant Nos.2 and 3, and that the payment made by the plaintiff, through Rajendra Kumar, to defendant Nos.2 and 3 was not proved. The oral and documentary evidence led by the plaintiff was disbelieved.

10. Aggrieved by the aforesaid judgment and decree, this appeal has been filed.

11.1. Assailing the correctness and validity of the said judgment and decree passed by the learned Single Judge, Shri Swaroop, learned counsel for the plaintiff, argued that the impugned judgment suffers from both error of law and fact. He contended that the learned Single Judge failed to consider Ex.P12,



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common reply to legal notice sent by defendant Nos.2 and 3 to the plaintiff, wherein there is no specific disavowal of the Assignment Agreements entered into between the plaintiff and defendant Nos.2 and 3. He contended that the said document (Ex.P12) cannot be glossed over in as much as defendant Nos.2 and 3 have not filed any written statement denying execution of the Assignment Agreements.

11.2. It is further argued that the learned Single Judge also erred in law and facts in arriving at a conclusion of collusion between the plaintiff and defendant Nos.2 and 3 without any material basis and ignoring the fact that the third defendant had filed a complaint against the plaintiff in the Crime Branch, Bengaluru City. He, therefore, added that, by no stretch of imagination, it could be said to be a case of collusion between the plaintiff and defendant Nos.2 and 3.

11.3. The next plank of argument of learned counsel for the plaintiff is that the learned Single Judge recorded an erroneous



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finding as regards proof of the two Assignment Agreements (Exs.P4 and P5). It is argued that, as there was no denial of execution of the said agreements by defendant Nos.2 and 3, there is no legal requirement of proof and, that apart, production of original document was not requirement of law, once execution of documents was not denied by defendant Nos.2 and 3. The denial of execution of documents by the first defendant is inconsequential, as party to the assignment agreements, namely, defendant Nos.2 and 3, did not deny the execution of the same. Therefore, refusal to admit in evidence the two Assignment Agreements (Exs.P4 and P5) only on the ground that they are photocopies is illegal.

11.4. The further submission of learned counsel for the plaintiff is that, in the absence of denial by defendant Nos.2 and 3 regarding issuance of acknowledgment of receipt of money through Rajendra Kumar, the two acknowledgment receipts (Exs.P9 and P10) proved actual payment of money by the plaintiff to defendant Nos.2 and 3, through Rajendra Kumar.



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11.5. The next submission of learned counsel for the plaintiff is that, once the execution of Assignment Agreements is not denied by defendant Nos.2 and 3 and there is clinching evidence of Pw2 (Rajendra Kumar) to the effect that he received money from plaintiff and paid it to defendant Nos.2 and 3, which was acknowledged by issuance of receipts (Exs.P9 and P10), the plaintiff's case could not be doubted on the basis of certain discrepancies with regard to his presence at the time of execution and the plaintiff's case in this regard was liable to be believed in entirety. He added that once payment and issuance of acknowledgment of receipt of payment was not denied by defendant Nos.2 and 3 by filing any written statement, much less by availing the opportunity to cross-examine the plaintiff and his witness Rajendra Kumar, the minor variations or use of the word "salary" pale into insignificance.

11.6. In sum and substance, it is the contention of learned counsel for the plaintiff that, as admission is the best piece of evidence, the learned Single Judge ought not to have further



scrutinized the evidence and doubted the case of the plaintiff on certain discrepancies in the evidence.

12.1. Per contra, learned counsel for the first defendant, who is the sole contesting defendant, submits that the entire case of the plaintiff was built on two Assignment Agreements, which itself were not proved. The plaintiff failed to produce original Assignment Agreements, which was the foundation of his entire case.

12.2. It is further submitted that the plaintiff's case and averments made in the plaint were specifically and categorically denied by the first defendant in the written statement and, therefore, the plaintiff was put to strict proof of all averments made in the plaint by leading appropriate, clinching and reliable oral and documentary evidence, which the plaintiff failed. It is argued that the plaintiff cannot take the benefit of non-filing of written statement or non-cross-examination by defendant Nos.2 and 3.

12.3. He would further submit that the learned Single Judge,



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while trying the suit, has rightly come to the conclusion that the plaintiff on the one hand and defendant Nos.2 and 3 on the other hand have colluded. Therefore, the plaintiff was required to prove his case on his own standing and could not succeed without proof of every fact stated in the plaint with regard to execution of two Assignment Agreements between the plaintiff and defendant Nos.2 and 3, as also actual payment of money under the agreement to defendant Nos.2 and 3. He hastened to add that defendant Nos.2 and 3, even according to plaintiff, had denied receipt of any money, which is explicitly clear from their reply to the legal notice sent by the plaintiff.

12.4. Apropos of the finding of material discrepancies, it is submitted that the learned Single Judge has threadbare scrutinized the evidence on record and found material discrepancies not only in the two Assignment Agreements, photocopies of which were placed on record, but also qua the presence of the plaintiff at the time of execution of the two agreements and also contents of the receipts on which plaintiff has heavily relied upon. He submitted that the



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learned Single Judge has correctly recorded finding that the execution of Assignment Agreements, as claimed by the plaintiff, is highly doubtful in view of clear contradiction in the deposition of Pw1 and Pw2 regarding the presence of the plaintiff at the time of execution of the two Assignment Agreements (Exs.P4 and P5). The evidence clearly shows that the very presence of the plaintiff is improbable and, moreover, the so-called Assignment Agreements are also not complete and various blank spaces have been left.

12.5. It is vehemently contended that, though payment is said to have been made on 29.5.2020, there is contradiction in the contents of the documentary and oral evidence. According to the plaintiff, the payment was actually made to defendant Nos.2 and 3 through Rajendra Kumar on 1.6.2020. The evidence of Pw1 and Pw2, namely the plaintiff and Rajendra Kumar, is contradictory. The oral evidence contrary to the contents of the documents on record is not admissible in evidence. Therefore, the suit filed by the plaintiff was rightly dismissed and the impugned judgment and decree does not warrant any interference in appeal.



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13. We have perused the pleadings, oral and documentary evidence led by the respective parties before the learned Single Judge, as also the impugned judgment and decree, and have bestowed our consideration to the arguments advanced by both the sides. Our findings are as under.

14. The learned Single Judge has dismissed the suit mainly on the finding that the plaintiff failed to prove the execution of the two Assignment Agreements dated 29.5.2020 (Exs.P4 and P5). The learned Single Judge found that witnesses column is blank and even the details of the amount paid and the mode in which payment was to be made is also left blank in the two Assignment Agreements. It has also been recorded that there is discrepancy in the evidence of Pw1 and Pw2 with regard to the place and the manner in which the two Assignment Agreements were executed. Taking into consideration the aforesaid discrepancies and on the premise that there appears to be collusion between the plaintiff on one hand and defendant Nos.2 and 3 on the other, the suit has been dismissed.



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15. In the matter of trial and determination of commercial suits, a special provision contained in the Commercial Courts Act, 2015 [Act of 2015], which seeks to amend various provisions of the Civil Procedure Code, 1908 [CPC], are applicable.

Order XI of the CPC, as amended for the purposes of the Act of 2015, makes a special provision with regard to disclosure and discovery of documents. In particular, the provision contained in Rule 1(2) allows the parties to specify whether the documents in the power, possession, control or custody of the plaintiff are originals, office copies or photocopies and the list shall also set out in brief, details of parties to each document, mode of execution, issuance or receipt and line of custody of each document.

Further, the special provision contained in Rule 4 delineates the procedure with regard to admission and denial of documents as below:

"4. Admission and denial of documents.—

(1) Each party shall submit a statement of admissions or denials of all documents disclosed and of which inspection has been completed, within fifteen days of the completion of inspection or any later date as fixed by the Court.



(2) The statement of admissions and denials shall set out explicitly, whether such party was admitting or denying:—

- (a) correctness of contents of a document;*
- (b) existence of a document;*
- (c) execution of a document;*
- (d) issuance or receipt of a document;*
- (e) custody of a document.*

Explanation.— A statement of admission or denial of the existence of a document made in accordance with sub-rule (2)(b) shall include the admission or denial of the contents of a document.

(3) Each party shall set out reasons for denying a document under any of the above grounds and bare and unsupported denials shall not be deemed to be denials of a document and proof of such documents may then be dispensed with at the discretion of the Court.

(4) Any party may however submit bare denials for third party documents of which the party denying does not have any personal knowledge of, and to which the party denying is not a party to in any manner whatsoever.

(5) An Affidavit in support of the statement of admissions and denials shall be filed confirming the correctness of the contents of the statement.

(6) In the event that the Court holds that any party has



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unduly refused to admit a document under any of the above criteria, –costs (including exemplary costs) for deciding on admissibility of a document may be imposed by the Court on such party.

(7) The Court may pass orders with respect to admitted documents including for waiver of further proof thereon or rejection of any documents.”

From a perusal of the aforesaid provision, it is clear that once documents – whether office copies or photocopies – are submitted by one party along with list of documents, the other party is required to submit a statement of admissions or denials of all documents disclosed. Furthermore, it also requires the statement of admissions and denials to set out explicitly in the manner as contemplated under Clauses (a) to (e) of Sub-rule (2) to Rule 4.

The explanation appended thereto further provides that the statement of admission or denial of the existence of a document made in accordance with Sub-rule (2)(b) shall include the admission or denial of the contents of a document.

That apart, Sub-rule (3) to Rule 4 mandates the party to set out reasons for denying a document under any of the grounds



documents.

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16. The aforesaid exhaustive provision with regard to admission and denial of documents as provided in Rule 4 of Order XI, as amended for the purposes of the Act of 2015, requires defendant to deny, if he wants to deny, the documents in the manner as provided under the law. However, at the same time, a party, who is a third party to a document, of which the party denying does not have any personal knowledge and to which the party denying is not a party to in any manner whatsoever, may submit bare denial.

In the present case, the first defendant was not party to the two Assignment Deeds (Exs.P4 and P5), but the Rules permit the first defendant to make bare denial. This is what has been done by the first defendant.

17. We now advert to another special provision contained in Order VIII of the CPC, as amended for the purposes of the Act of 2015, which provides for denial by defendant in suits before the



Commercial Division of the High Court or the Commercial Court.

Rule 3A, which has been inserted after Rule 3 in Order VIII of the CPC, provides as below:

"3A. Denial by the defendant in suits before the Commercial Division of the High Court or the Commercial Court—

(1) Denial shall be in the manner provided in sub-rules (2), (3), (4) and (5) of this Rule.

(2) The defendant in his written statement shall state which of the allegations in the particulars of plaint he denies, which allegations he is unable to admit or deny, but which he requires the plaintiff to prove, and which allegations he admits.

(3) Where the defendant denies an allegation of fact in a plaint, he must state his reasons for doing so and if he intends to put forward a different version of events from that given by the plaintiff, he must state his own version.

(4) If the defendant disputes the jurisdiction of the Court he must state the reasons for doing so, and if he is able, give his own statement as to which Court ought to have jurisdiction.

(5) If the defendant disputes the plaintiff's valuation of the suit, he must state his reasons for doing so, and if he is able, give his own statement of the value of the suit."

The special provision applicable to suits under the Act of 2015 clearly provides that denial shall be in the manner provided in Sub-



rules (2), (3), (4) and (5) of Rule 3A. That means, the manner of denial has also been prescribed by the special provision.

18. An amendment has been made in Rule 5 of Order VIII of the CPC in relation to the Act of 2015 by inserting a proviso after the first proviso to Sub-rule (1) of Rule 5 as below:

"Provided further that every allegation of fact in the plaint, if not denied in the manner provided under Rule 3A of this Order, shall be taken to be admitted except as against a person under disability."

The proviso makes it crystal clear that every allegation of fact in the plaint, if not denied in the manner provided under Rule 3A of the Order, shall be taken to be admitted, except as against a person under disability.

19. A conjoint reading of various provisions contained in Order VIII and Order XI of the CPC, as amended by the Act of 2015, reveals that where the defendant is not party to the execution of a document, but only a third party, bare denial is sufficient, whereas if the other party is a party to the execution of a document, the



denial has to be strictly in the manner provided.

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20. Where there is no denial in the manner provided under Rule 3A of Order VIII of the CPC, the allegation of fact and the plaint shall be taken to be admitted. The only exception is that the provision shall not apply to a person under disability.

21. If we apply the aforesaid amended provisions to the present case, we find that though defendant Nos.2 and 3 did not file any written statement and were proceeded *ex parte*, there is a bare denial by the first defendant, which would be sufficient in the eye of law. Therefore, the submission of learned counsel for the appellant that in the absence of denial of execution of document by defendant Nos.2 and 3, the averments regarding execution of documents should be taken as admitted requiring no further proof, cannot be countenanced and the argument in this regard is rejected.

22. From a bare perusal of the pleadings and the evidence, it is luculent that the two Assignment Agreements dated 29.5.2020



(Exs.P4 and P5) are highly suspicious.

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At the first place, as has been rightly recorded by the learned Single Judge, the documents contain several blank spaces. The column of witnesses is left blank, meaning thereby that there was no witness to the document. In addition, the column with regard to the amount payable and also the mode in which it was to be paid or was paid is also left blank.

23. There is yet another major contradiction in the evidence of the plaintiff (Pw1) and Rajendra Kumar (Pw2). It is to be noted that, according to the plaintiff, the amount was paid to Rajendra Kumar and he is said to be the person who negotiated the transaction between the plaintiff and defendant Nos.2 and 3. However, if we look into the evidence of the plaintiff (Pw1), it is found that the plaintiff has deposed that the Assignment Agreements were signed by defendant Nos.2 and 3 at Bangalore and the same were couriered to him for his signature at Chennai.

However, Rajendra Kumar (Pw2) has deposed that the plaintiff was present at the residence of the second defendant at the time of



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execution of the Assignment Agreements. Therefore, the very execution of the two Assignment Agreements is rendered highly doubtful.

24. Additionally, the learned Single Judge has recorded finding that the plaintiff has also failed to prove payment of consideration on the basis of Exs.P6 to P10. In Ex.P6, whereunder Rs.55,000/- was paid to Rajendra Kumar (Pw2), in the remarks column, it is mentioned as "salary". If at all the payment made under Ex.P6 was consideration under the Assignment Agreements, as averred and claimed by the plaintiff, it should have been so recorded.

25. It is trite law that any oral evidence contrary to the contents of the document would not be admissible.

Thus, in the matter of execution of the Assignment Agreements as also payment, no reliable evidence has been let in by the plaintiff and, to boot, the evidence of plaintiff (Pw1) and Rajendra Kumar (Pw2) is contrary to each other.



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26. In the light of the above analysis of the evidence, we do not find any illegality or impropriety in the findings recorded and the conclusion arrived at by the learned Single Judge that the plaintiff has failed to prove his case. We, accordingly, affirm the findings of the learned Single Judge.

The appeal is devoid of merits and is, accordingly, dismissed. There shall be no order as to costs and the same is made easy for both the parties. Consequently, interim application stands closed.

(MANINDRA MOHAN SHRIVASTAVA, CJ) (MUMMINENI SUDHEER KUMAR ,J)
14.10.2025

Index : Yes
Neutral Citation : Yes
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To:

The Sub Assistant Registrar
Original Side, High Court
Madras.



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THE HON'BLE CHIEF JUSTICE
AND
MUMMINENI SUDHEER KUMAR ,J.

(sasi)

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