

**STATE CONSUMER DISPUTES REDRESSAL COMMISSION  
THIRUVANANTHAPURAM**

**Complaint Case No. CC/15/4  
( Date of Filing : 12 Jan 2015 )**

1. S. RAJKUMAR

MANAGING DIRECTOR, SREE SAKTHI PAPER MILLS,  
SREEKAILAS, 39/2724 A, PALIAM ROAD, COCHIN 16

.....Complainant(s)

Versus

1. THE KERALA CHAMBER OF COMMERCE AND  
INDUSTRY

CHAMBER CORNER, SHANMUGHAM ROAD, KOCHI  
682031

2. MATHEW KURUVITHADAM

THE CHAIRMAHN, KERALA TRADE CENTRE, KERALA  
CHAMBER OF COMMERCE AND INDUSTRY, CHAMBER  
CORNER, SHANMUGHAM ROAD, COCHIN

3. E S JOSE

MANAGING DIRECTOR THE CHAIRMAHN, KERALA  
TRADE CENTRE, KERALA CHAMBER OF COMMERCE  
AND INDUSTRY, CHAMBER CORNER, SHANMUGHAM  
ROAD, COCHIN

4. K N MARZOOK

THE CHAIRMAHN, KERALA TRADE CENTRE, KERALA  
CHAMBER OF COMMERCE AND INDUSTRY, CHAMBER  
CORNER, SHANMUGHAM ROAD, COCHIN

.....Opp.Party(s)

**BEFORE:**

**HON'BLE MR. SRI.AJITH KUMAR.D PRESIDING MEMBER  
SRI.RADHAKRISHNAN.K.R MEMBER**

**PRESENT:**

**Dated : 08 Jan 2024**

**Final Order / Judgement**

**KERALA STATE CONSUMER DISPUTES REDRESSAL COMMISSION,**

**VAZHUTHACAUD, THIRUVANANTHAPURAM**

**C.C. No. 04/2015**

**JUDGMENT DATED: 08.01.2024**

**PRESENT:**

**SRI. AJITH KUMAR D.**

**: JUDICIAL MEMBER**

**SRI. RADHAKRISHNAN K.R.**

**: MEMBER**

**COMPLAINANT:**

S. Rajkumar, Managing Director, M/s Sree Sakthi Paper Mills Ltd., Sree Kailas, 39/2724 A, Paliam Road, Cochin-16 represented by Power of Attorney Holder V. Vinodkumar, S/o late V. Raman Nair, 'Kripa', Mary Matha Road, Vazhakkala, Ernakulam.

(By Adv. G.S. Kalkura)

Vs.

**OPPOSITE PARTIES:**

1. Kerala Chamber of Commerce and Industry, Chamber Corner, Shanmugham Road, Kochi-682 031.
2. Mathew Kuruvithadam, Chairman, Kerala Trade Centre, Kerala Chamber of Commerce and Industry, Chamber Corner, Shanmugham Road, Ernakulam.
3. E.S. Jose, Managing Director, A2Z Group of Concerns, P.T. Usha Road, Ernakulam, Cochin-682 011, Former Chairman, Kerala Trade Centre, Kerala Chamber of Commerce and Industry, Chamber Corner, Shanmugham Road, Ernakulam.

(By Adv. Asok Kumar J.S. for OP3)

4. K.N. Marzook, 'Flora', PHED Side Road, Janatha, Palarivattom, Cochin-25, Former Chairman, Kerala Trade Centre, Kerala Chamber of Commerce and Industry, Chamber Corner, Shanmugham Road, Ernakulam.

(By Advs. S. Reghukumar & George Cherian for OPs 1, 2 & 4)

**JUDGMENT**

**SRI. AJITH KUMAR D. : JUDICIAL MEMBER**

This is a complaint filed by Sri. Rajkumar against opposite parties 1 to 4 attributing deficiency in service and unfair trade practice. The case of the complainant in brief is as follows:

The 1<sup>st</sup> opposite party is a company incorporated under the Companies Act having its registered office at Kochi. The 2<sup>nd</sup> opposite party is the present Chairman and the 3<sup>rd</sup> and 4<sup>th</sup> opposite parties are the Former Chairmen of the 1<sup>st</sup> opposite party. The opposite parties are directly involved in the affairs of the company. The complainant had booked a studio flat at the Kerala Trade Centre, a project of the Chamber of Commerce and he had paid a sum of Rs. 2,00,000/- (Rupees Two lakhs only) as booking advance and the 1<sup>st</sup> opposite party had issued a receipt for Rs. 1,00,000/- (Rupees One Lakh only) dated 03.12.2007. The 3<sup>rd</sup> opposite party who was the Chairman of the Company at the relevant time had assured that the construction will be completed soon and possession of the flat will be handed over to the complainant before December 2009. The booking was made on the basis of the assurance and representation made by the 3<sup>rd</sup> opposite party though no formal agreement was executed. On 03.01.2008, the 4<sup>th</sup> opposite party, the then Chairman had sent a letter to the complainant that the application put in by him is under progress and requested to make payment of 25% of the total amount at the time of confirmation and the remaining amount in instalments. On 23.09.2008, the 4<sup>th</sup> opposite party had issued another letter to the complainant that the offer of the complainant was accepted and the complainant had been allotted Apartment No. 4 on the 11<sup>th</sup> floor. The complainant had paid Rs. 15,00,000/- (Rupees Fifteen Lakhs only) to the 1<sup>st</sup> opposite party by way of a cheque dated 29.09.2008 towards 25% of the total land value and apartment cost for which a receipt was issued by the opposite party on 29.09.2008. He was also informed that a formal agreement will be entered into very soon. The 1<sup>st</sup> opposite party had also forwarded the plan of the studio apartment signed by the 4<sup>th</sup> opposite party. The payment of Rs. 17,00,000/- (Rupees Seventeen Lakhs only) by the complainant was received by the opposite parties as advance for the apartment in the 11<sup>th</sup> floor of the building.

2. On 05.06.2009 the complainant had issued a letter to the 1<sup>st</sup> opposite party requesting to inform about the formalities to be initiated before signing the agreement. Thereafter on 07.07.2010 the opposite party had issued a letter to the complainant requesting him to execute the agreement. The construction was moving in a snail phase. The 1<sup>st</sup> opposite party found fault with the complainant in not causing execution of agreement. But no draft agreement was forwarded to the complainant.

3. On 19.07.2010 the complainant had again issued a letter to the 1<sup>st</sup> opposite party requesting to furnish a draft of the agreement with a specification regarding the actual date of completion and handing over of the apartment. He had also expressed his willingness to make payment of the balance instalments.

4. The 1<sup>st</sup> opposite party had sent a draft agreement, but the provisions contained in the agreement were contrary to the representation and assurance made by the opposite party at the time of receiving the booking advance and hence the complainant had suggested certain amendments to the agreement by a registered letter dated 09.08.2010 which was duly received by the 1<sup>st</sup> opposite party on 11.08.2010. But there was no response. The complainant was waiting for the amended agreement so as to execute the same and to make the balance payment. In the middle of April 2013 complainant had gone to the office of the 1<sup>st</sup> opposite party and enquired about the progress of the work. But he was told that the allotment in his favour was cancelled in the first week of April 2013. So, on 23.04.2013 the complainant sent a letter to the 1<sup>st</sup> opposite party to return the advance amount of Rs. 17,00,000/- (Rupees Seventeen Lakhs

only) with 18% interest from the date of payment. The above letter was also received by the 1<sup>st</sup> opposite party. On 29.04.2013 the 1<sup>st</sup> opposite party had sent a reply stating that the letter of the complainant will be placed in the next meeting of the committee for Kerala Trade Centre. Thereafter the 1<sup>st</sup> opposite party had repaid Rs. 5,00,000/- (Rupees Five Lakhs only) each on 18.05.2013 and 19.06.2013. Since no further payments were made the complainant had caused issuance of a letter dated 14.05.2014 to the 1<sup>st</sup> opposite party requesting to repay the balance amount with interest at the earliest. Thereafter a sum of Rs. 2,00,000/- (Rupees Two Lakhs only) was repaid by the 1<sup>st</sup> opposite party on 18.06.2014. The balance amount of Rs. 5,00,000/- (Rupees Five Lakhs only) with interest for the entire amount is still due to the complainant.

5. The transaction between the complainant and opposite party is a commercial one and the complainant is entitled to realize the amount with interest @ 18% per annum. The opposite parties had utilized the funds and effected the construction and made profits out of the same by withholding the payment to the complainant. The present rate of apartment is more than Rs. 12,000/- per sq. ft. There is deficiency in service on the part of the 1<sup>st</sup> opposite party. The complainant had lost the opportunity to invest in other housing villa projects as he had also parted with substantial sums with the opposite party hoping that construction will be completed and the apartment will be handed over at an earlier point of time.

6. The complainant would seek for a direction to the opposite parties to pay Rs. 5,00,000/- (Rupees Five Lakhs only) being the balance amount retained by the opposite parties and the total interest due for Rs. 16,44,579/- (Rupees Sixteen Lakhs Forty Four Thousand Five Hundred and Seventy Nine only) with respect to the retention of the money with the opposite party till the repayments are made. The complainant would also seek for compensation to the tune of Rs. 5,00,000/- (Rupees Five Lakhs only) with respect to the mental agony and sufferings on account of the deficiency in service on the part of the opposite parties. He would also seek for a direction against the opposite party to pay Rs. 10,00,000/- (Rupees Ten Lakhs only) as the amount equivalent to the land and cost of construction in respect of building proposed to be purchased by the complainant.

7. On admitting the complaint notices were issued to the opposite parties. Opposite parties 1 & 4 had filed a joint version with the following contentions:

The 1<sup>st</sup> opposite party was established in 1951 with a vital role in the promotion of trade and industry in Kerala. The complaint is not maintainable on the reason that the apartment was booked for commercial purpose. The complainant M/s Sree Shakthi Paper Mills and its Managing Director are having different apartments and properties in Kerala and Tamil Nadu. The complainant is only an investor and not a consumer. So he cannot be construed as a consumer as defined under the Consumer Protection Act. It is incorrect to state that the complainant had paid Rs. 2,00,000/- (Rupees Two Lakhs only) as booking advance and the receipt was issued only in respect of Rs. 1,00,000/- (Rupees One Lakh only). Complainant had paid an amount of Rs. 17,00,000/- (Rupees Seventeen Lakhs only) as initial booking advance for the apartment. But on forwarding the copy of the agreement, complainant had unilaterally refused to sign the agreement. He insisted for change of the terms and conditions in the agreement. Since he had refused to sign the agreement the booking stood cancelled in 2010. As per the terms and conditions agreed between the parties at the time of booking, on failure to sign the agreement 50% of the advance amount would be treated as forfeited. The booking stood cancelled in 2010, but the complainant sent a letter only on 23.04.2013 claiming refund of the

advance amount. Though his request was highly belated the 1<sup>st</sup> opposite party had decided to return the advance after forfeiting 10% as a gesture of goodwill. Accordingly Rs. 12,00,000/- (Rupees Twelve Lakhs only) was repaid. The 1<sup>st</sup> opposite party had the right to forfeit 50% of the advance amount on failure of the complainant to sign the agreement. There is no liability for the opposite parties to refund the advance amount. The complainant is not entitled to get any interest or to get back the balance amount. He is not entitled to get any amount as compensation. His claim for realization of Rs. 10,00,000/- (Rupees Ten Lakhs only) as escalation of land value is highly exaggerated. There is no deficiency in service or unfair trade practice on the part of opposite parties 1 & 4. Hence they would seek for dismissal of the complaint.

8. The 3<sup>rd</sup> opposite party had also filed version with the following contentions:

The complaint is not maintainable being barred by limitation. The complainant is not a consumer. The 3<sup>rd</sup> opposite party, in 2007 had resigned from the post of the Chairman and now he is only a member of the 1<sup>st</sup> opposite party. The complainant was fully aware of the project under construction undertaken by the 1<sup>st</sup> opposite party. The complainant is not a consumer as the transaction between the complainant and the opposite party is commercial in nature. There is no deficiency in service or unfair trade practice. Hence the 3<sup>rd</sup> opposite party would seek for dismissal of the complaint.

9. No version is seen filed by the 2<sup>nd</sup> opposite party.

10. Evidence consists of the testimony of the complainant as PW1 and Exts. A1 to A22 on the side of the complainant. Affidavit in lieu of chief examination had been filed by the Manager of the 1<sup>st</sup> opposite party as DW1.

11. Heard. Perused the records.

12. The points that arise for determination are:

- i. Whether there is any deficiency in service or unfair trade practice on the side of the opposite parties?
- ii. Whether the complainant is entitled to get repayment of the amount received by the 1<sup>st</sup> opposite party?
- iii. Whether the complainant is entitled to get any compensation?

13. Points (i) to (iii):- The complainant had sworn before this Commission as PW1 in support of the averments contained in the complaint. The payment of Rs. 17,00,000/- (Rupees Seventeen Lakhs only) for obtaining a studio flat proposed to be constructed by the opposite parties is not disputed. The repayment of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) is also admitted by both parties. Ext. A1 is the copy of the letter issued by the complainant to the 1<sup>st</sup> opposite party to register the flat in his name. Exts. A2 & A3 are the receipts dated 30.11.2007 and 03.12.2007 with respect to the payment of Rs. 2,00,000/- (Rupees Two Lakhs only) towards advance to the project. Ext. A4 is the letter dated 03.01.2008 issued by Chairman, the 4<sup>th</sup> opposite party acknowledging the receipt of the request put in by the complainant for the studio flat. In Ext. A4, it is requested to make 25% of the total amount at the time of confirmation and the balance in two instalments. Ext. A5 is another letter issued by the 4<sup>th</sup> opposite party on 23.09.2008 that

the offer for studio apartment made by the complainant had been accepted and Apartment No. 4 on the 11<sup>th</sup> floor was allotted for the complainant. In obedience to the above letter, on 29.09.2008 the complainant had paid Rs. 15,00,000/- (Rupees Fifteen Lakhs only). Ext. A6 is the receipt issued by the 4<sup>th</sup> opposite party in this regard. In Ext. A6 the 4<sup>th</sup> opposite party had mentioned that formal agreement will be entered upon soon. Ext. A7 is the copy of the plan pertaining to the studio flat allotted in favour of the complainant. On 05.06.2009 the complainant had also issued Ext. A8 to the 4<sup>th</sup> opposite party to inform about the formalities to be initiated before signing the agreement. On 07.07.2010 the 4<sup>th</sup> opposite party had sent a registered letter requesting the complainant to execute a formal agreement and to pay the balance amount within 15 days. In response to Ext. A9, on 19.07.2010 the complainant expressed his readiness and willingness to pay the balance amount and execute necessary agreement, but his limited request was to provide a copy of the draft agreement. Ext. A11 is the postal receipt. Ext. A12 is the acknowledgment card pertaining to Ext. A10. Ext. A13 is the copy of the draft agreement. After receiving the draft agreement the complainant had issued a letter seeking certain amendments in the clauses incorporated in the draft. Ext. A14 is the letter sent by the complainant in this regard. Ext. A15 and A16 are the postal receipt and acknowledgement card of Ext. A14. On 23.04.2013 the complainant had again issued another letter requesting the opposite parties to return the amount received in advance as the opposite parties had unilaterally cancelled the booking by violating the stipulation to complete the construction and hand over the flat by December 2009. Ext. A17 is the letter in this connection. Ext. A18 is the letter issued by the Manager of the opposite parties that the request put in by the complainant on 23.04.2013 will be placed in the next meeting of the committee for Kerala Trade Centre for appropriate action. On 14.05.2014 the complainant had again issued a letter to return Rs. 7,00,000/- (Rupees Seven Lakhs only) as the opposite parties had refunded Rs. 10,00,000/- (Rupees Ten Lakhs only) by way of two cheques. Ext. A19 is the letter in this regard. Ext. A20 is the copy of the lawyer notice sent to the opposite parties seeking refund of Rs. 5,00,000/- (Rupees Five Lakhs only) and interest pertaining to the amount retained by the opposite parties. Ext. A21 is the reply notice issued by the counsel for the opposite parties stating that the balance amount of Rs. 5,00,000/- (Rupees Five Lakhs only) and the interest cannot be returned since booking stood cancelled on account of the refusal on the part of the complainant to put signature in the agreement and in view of the understanding at the time of payment that in case of any failure to fulfil the terms and conditions 50% of the advance shall be treated as forfeited. Ext. A22 is the power of attorney executed in favour of one C. Vinod Kumar to give evidence on behalf of the complainant and to do all the needful pertaining to the dispute involved in the case.

14. The Manager of the 1<sup>st</sup> opposite party has given evidence before this Commission as DW1. The 1<sup>st</sup> opposite party is a registered company. DW1 had also given evidence that the complainant had booked a studio apartment in his personal name. He also tendered evidence that there are documentary evidence available with the opposite party to forfeit 50% of the amount received as advance if any party declines to subscribe signature in the agreement. According to him such a clause was incorporated in the brochure/agreement and it forms part of the registration form as a condition appended to it. He added that such a stipulation thus finds a place in the minutes book of the Board meeting, but no such document is forthcoming.

15. If such a document is available with the opposite party one would expect the opposite party causing production of that to prove the entitlement of the opposite party to forfeit 50% of the advance amount. The evidence on record would show that the complainant wanted certain

amendments in the draft agreement sent to him by the opposite party. The complainant had also sought for refund of the advance amount.

16. According to DW1 a decision was taken by the Board in this regard which is also not produced. It could be seen that the studio apartment allotted in favour of the complainant was issued to another party and an agreement was also executed in that regard. But such an agreement is also not produced. When the complainant had sought for amendment of the draft agreement the opposite party never sent a reply. According to DW1 a reply was sent by the opposite party but nothing was brought on record to prove this contention. When forfeiture clause is sought to be enforced the burden is upon the opposite parties to prove that they have got a valid right to forfeit the amount. The complainant has given convincing evidence regarding the oral understanding between himself and the opposite parties with regard to the proposed construction of the studio apartment. The documents marked as Exts. A1 to A22 would probalilize the case set out by the complainant that the construction of the studio apartment was delayed. Even though the complainant was inclined to abide with the request of the opposite parties to pay 25% of the balance amount, the complainant requested for effecting certain amendments in the draft agreement. The opposite party had declined to do the same and arbitrarily cancelled the agreement by forfeiting 10% of the advance amount. The evidence on record would go to show that after the arbitrary cancellation of the agreement the opposite party had sold out the studio apartment in favour of another party at a higher rate. There is no case for the opposite parties that they suffered any loss on account of the alleged breach of the complainant in not executing the agreement. As long as the opposite parties did not incur any loss they have no legal right to retain the money received from the complainant towards the cost of the apartment.

17. The opposite parties would raise a plea that the transaction being a commercial one no consumer dispute would arise as per the Consumer Protection Act. They relied upon an admission contained in paragraph 16 of the complaint. The learned counsel for the complainant drew our attention to the entire paragraph 16 which deals with the claim of enhanced rate of interest. As per explanation (11) of section 34 CPC higher rate of interest could be raised if the opposite party has gained profit out of the funds availed from the complainant. In the version filed by the third opposite party this plea has been denied.

18. In the chief affidavit the complainant had explained this aspect. So the admission has been properly explained as the said plea is in respect of the claim of interest. On evaluating the entire evidence on record it cannot be found that the transaction in this case is a commercial one so as to deprive the complainant from seeking a relief from the Consumer Commission.

19. It is an undisputed fact that there is deficiency in service on the part of the opposite parties in not responding to the legitimate request made by the complainant for effecting certain amendments in the draft agreement and the act of unilateral cancellation of the agreement.

20. On evaluating the entire evidence on record it could be seen that the entire fault is on the part of the opposite parties in cancelling the allotment made in favour of the complainant in an arbitrary manner. So the complainant is entitled to get back the balance amount of Rs. 5,00,000/- (Rupees Five Lakhs only) along with interest. The complainant would claim interest @ 18% per annum with regard to the payments made by him on various dates as evidenced through the receipts and exhibits produced and marked in support of the complaint. The Consumer Commission is not expected to award exorbitant rate of interest. But at the same time the complainant is found entitled to get legitimate interest in respect of the amount illegally

retained by the opposite parties. Having due regard to the facts and circumstances of the case it is found that the complainant is entitled to get interest in respect of the payment made by him till refund @ 8% per annum. He is also entitled to get the very same rate of interest with respect to the amount of Rs. 5,00,000/- (Rupees Five Lakhs only) to be refunded by the opposite parties. All the opposite parties are found jointly and severally liable to pay the amount received along with interest in respect of the amount retained by them during the period mentioned in the complaint.

21. The complainant had to face much inconvenience and hardships on account of the arbitrary cancellation of the allotment of the studio apartment booked in his favour. Therefore the complainant is entitled to get a reasonable amount as compensation. Having due regard to the inconvenience caused to him, it is found that the complainant is entitled to get Rs. 1,00,000/- (Rupees One Lakh only) as compensation for the mental agony and hardships suffered by him. He is also entitled to get Rs. 5,000/- (Rupees Five Thousand only) as costs of the litigation.

In the result, the complaint is allowed as follows:

- a. The opposite parties are found jointly and severally liable to return the amount retained and they are directed to refund Rs. 5,00,000/- (Rupees Five Lakhs only) to the complainant along with interest @ 8% per annum from the date of filing the complaint i.e; on 12.01.2015 till the date of refund.
- b. The opposite parties shall pay a sum of Rs.1,00,000/- (Rupees One Lakh only) as compensation to the complainant.
- c. The opposite parties shall pay interest to the complainant @ 8% per annum on Rs. 1,00,000/- (Rupees One Lakh only), the interest due on the amount retained from 30.11.2007 to 18.05.2013 on which date the opposite parties had repaid Rs.5,00,000/-
- d. The opposite parties shall pay interest @ 8% per annum for Rs. 1,00,000/- (Rupees One Lakh only) from 03.12.2007 to 18.05.2013 on which date Rs.5 Lakhs was repaid.
- e. The opposite parties shall pay interest @ 8% per annum on Rs. 15,00,000/- (Rupees Fifteen Lakhs only), the amount retained by the opposite parties from 29.09.2008 to 18.05.2013 on which date Rs.5 Lakhs was repaid.
- f. The opposite parties shall pay interest @ 8% per annum on Rs. 12,00,00/- (Rupees Twelve Lakhs only), the amount retained by the opposite parties from 19.05.2013 to 19.06.2013 on which date Rs.5,00,000/- was repaid.
- g. The opposite parties shall pay interest @ 8% per annum on Rs. 7,00,000/- (Rupees Seven Lakhs only), the amount retained by the opposite parties from 20.06.2013 to 18.06.2014 on which date Rs.2,00,000/- was repaid.
- h. The opposite parties shall pay the complainant a sum of Rs. 5,000/- (Rupees Five Thousand only) as costs of the litigation.
- i. The opposite parties shall pay the entire amount awarded as per this order within 30 days from the date of receipt of the copy of this judgment failing which interest @ 9% per annum should be paid till the date of actual payment in respect of the entire amount.

**AJITH KUMAR D. : JUDICIAL MEMBER**

**RADHAKRISHNAN K.R. : MEMBER**



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APPENDIXI COMPLAINANT'S WITNESS :

<b>PW1</b>	-	<b>V. Vinod Kumar</b>
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II COMPLAINANT'S DOCUMENTS :

<b>A1</b>	-	<b>Copy of letter issued by complainant to 1<sup>st</sup> O.P</b>
<b>A2</b>	-	<b>Copy of receipt dated 30.11.2007</b>
<b>A3</b>	-	<b>Copy of receipt dated 03.12.2007</b>
<b>A4</b>	-	<b>Copy of letter issued by 4<sup>th</sup> O.P dated 03.01.2008</b>
<b>A5</b>	-	<b>Copy of letter issued by 4<sup>th</sup> O.P dated 23.09.2008</b>
<b>A6</b>	-	<b>Copy of receipt dated 29.09.2008</b>
<b>A7</b>	-	<b>Copy of plan</b>
<b>A8</b>	-	<b>Copy of letter dated 05.06.2009 issued by complainant</b>
<b>A9</b>	-	<b>Copy of letter dated 07.07.2010</b>
<b>A10</b>	-	<b>Copy of reply letter dated 19.07.2010.</b>
<b>A11</b>	-	<b>Copy of postal receipt</b>
<b>A12</b>	-	<b>Copy of acknowledgment card</b>
<b>A13</b>	-	<b>Copy of draft agreement</b>
<b>A14</b>	-	<b>Copy of letter sent by complainant to O.P</b>
<b>A15</b>	-	<b>Copy of postal receipt</b>
<b>A16</b>	-	<b>Copy of acknowledgment card</b>
<b>A17</b>	-	<b>Copy of letter dated 23.04.2013.</b>
<b>A18</b>	-	<b>Copy of reply letter dated 29.04.2013</b>
<b>A19</b>	-	<b>Copy of letter dated 14.05.2014</b>
<b>A20</b>	-	<b>Copy of legal notice dated 28.07.2014</b>
<b>A21</b>	-	<b>Copy of reply notice</b>
<b>A22</b>	-	<b>Copy of Power of Attorney</b>

III OPPOSITE PARTY'S WITNESS :

<b>DW1</b>	-	<b>G. Ramachandran Pillai</b>
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IV OPPOSITE PARTY'S DOCUMENTS :

		<b>NIL</b>
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**AJITH KUMAR D. : JUDICIAL MEMBER**

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**RADHAKRISHNAN K.R. : MEMBER**

**[HON'BLE MR. SRI.AJITH KUMAR.D]  
PRESIDING MEMBER**

**[ SRI.RADHAKRISHNAN.K.R]  
MEMBER**