

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
SOUTHERN ZONE BENCH, CHENNAI**

O. A. No. 187 of 2024

IN THE MATTER OF

A. Muthuvel
S/o. Ayalsamy
No. 8/35, Mariamman Koil Street,
Chinna Valavadi,
Udumalpet,
Tiruppur - 642 132

... Petitioner

Versus


1. The Chairperson
Tamilnadu Pollution Control Board,
No. 76, Mount Salai, Guindy,
Chennai - 600 032
tnpcb-chn@gov.in

.....Respondents

INDEX FILED BY THE 5TH RESPONDENT

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Dated at Chennai this the 22nd day of October, 2024.


Counsel for 5th Respondent

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A. Muthuvel
S/o. Mr. Ayalsamy,
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Tiruppur - 642 132

... Petitioner

Versus

1. The Chairperson
Tamilnadu Pollution Control Board,
76, Mount Salai, Guindy,
Chennai - 600 032
tnpcb-chn@gov.in

2. The Member Secretary,
Tamilnadu Pollution Control Board,
76, Mount Salai, Guindy,
Chennai - 600 032
tnpcb-chn@gov.in

3. The Joint Chief Environmental Engineer,
No. 216, Thadagam Road,
Opp to GCT college,
Coimbatore - 641 013
jcee.cbe@gmail.com

4. The District Environmental Engineer,
Tiruppur (North)
II Floor, Kumaran Commercial Complex,
Kumaran Road,
Tiruppur - 641 601
deeptpn@tnpcb.gov.in

5. Venkatachalam
S.Nos 536/1B1, 1B2 Veerapandi Village,
Tiruppur South Taluk,
Tiruppur - 641 605.

E. Verbee

6. Arunachalam
 Proprietor "AJ KNITS"
 S.Nos 536/1B1, 1B2 Veerapandi Village,
 Tiruppur South Taluk,
 Tirupur - 641 605.

7. N.S. SenthilKumar
 S/o. N. Sivasubramaniam
 Partner "Sri Varshini Knit Process"
 No. 1/100 B16, Royal Park, 2nd Street,
 Karaipudur, Tirupur - 641605.

... Respondents

COUNTER AFFIDAVIT FILED BY 5TH RESPONDENT

I, Venkatachalam, S/o. Eswaramoorthy aged about 49 years, residing at 2/210.A.Amman Kovil Street, Veerapandi, Tiruppur District - 641 605 do hereby solemnly affirm and state as follows:

1. I am the 5th Respondent herein and as such I am well acquainted with the facts and circumstances of the case from the records available in my office.

2. I state that I have perused the present application and deny the averments and allegations stated therein except those that are specifically admitted hereunder and put the Applicant to strict proof of the same.

3. That the above original application has been filed by the applicant with following prayer:

"That in the light of the facts and circumstances, it is most humbly prayed that the Tribunal may be pleased to pass necessary directions to the Respondents 2 to 4 herein for closure of 6th Respondent unit - AJ KNITS which is illegally being operated and to levy environmental compensation for causing grave damage to the water bodies by releasing sludge, effluents and untreated by products and for causing air pollution by releasing harmful gas and volatile components pass such other orders as the Hon'ble Tribunal may deem fit and proper to the facts and circumstances of the case and render justice."

E. Venkatesh

Facts of the case:

4. I state that vide agreement dated 01.07.2024 (**Annexure-**), the 6th Respondent entered into a rent agreement with me for the purpose of running a Stendering unit. The aforesaid rental premises is situated at S.F. No. 536/1B1 and 536/1B2, D.No.2/592-A, Naleythu Thottam, Veerapandi Village, Tiruppur District – 641 605.

5. I state that as per the categories of industries identified by the Ministry of Environment and Forest, Government of India, Stendering Unit will fall under the "Orange" category. It is pertinent to state that before entering into the above agreement dated 01.07.2024, the rent premises were used by the 7th Respondent for running a similar unit under the name of 'Sri Varshini Knit Process'. The permit obtained by the 7th Respondent expired on 28.06.2024. It is necessary to state that as per the covenants of the Lessors in the above-mentioned agreement, the Lessee has taken the premises to run Washing and Stendering units. Relevant portion is extracted below:

"f. Lessee has taken premises to run Washing and Stendering Unit, the factory must have the proper approvals from TNPCB for running the business and for their waste disposals. In case any issues arises due to their maintenance, carelessness or mistake, the Lessee take the whole responsibility to solve it and the Lessors are not binded to the issues."

6. I state that as per the information given by the 6th Respondent, on 08.07.2024, the 6th Respondent applied for all the permits before the appropriate authorities and that the same were pending scrutiny. Later, by order dated 14.08.2024 the 1st Respondent was pleased to grant the Consent to Operate under Section 21 of the Air (Prevention and Control of Pollution) Act, 1981 and under Section 25 of the Water (Prevention and Control of Pollution) Act, 1974 was granted and the same are valid till 31.03.2026.

7. I state that as per the above-mentioned clause from the agreement dated 01.07.2024, the factory is to be run only after obtaining necessary approvals from the competent authority. It is pertinent to state that apart from

E. Venkasa

conducting trials, the above-mentioned processing unit has not been used for any operation to my knowledge. The Applicant herein without any locus has filed the present application by falsely portraying him as a social activist.

8. I earlier had business relationships with other partners and one among them was the 7th Respondent herein. The said partnership did not go through and I landed in a huge financial loss. The 7th Respondent has certain financial disputes with me till date and in continuance of the same the 7th Respondent, with a malafide intention to wreak vengeance against me, has now instigated the Applicant herein to file the present Original Application as such this Original Application itself is liable to be dismissed with costs.

9. In fact, I reliably came to know that in the enquiry conducted by the police relating to the FIR in Cr. No. 204 of 2024, the 7th Respondent has given a statement before the police that he has instigated the Applicant herein to file the present Application. As such it is crystal clear that the Applicant and the 7th Respondent have colluded with the malafide intention to bring financial loss to me and in the course of the same have filed this present Original Application and are using the 6th Respondent as a dice to settle his debts against me. In addition to the same, the Applicant is misusing this Hon'ble Tribunal by way of making vague allegations against me.

Para wise rebuttal

10. That the contents of para 1 and 2 under reply are matter of record and any submissions contrary to the records are totally wrong, false and hence denied and each and every contents of para under reply are vehemently and specifically denied in toto word by word. That the averment in para 3 is a matter of record and is admitted to that extent.

11. That the averment in para 4 is false since the 6th Respondent has merely made a few trials in the above-mentioned rented property. Therefore, the allegations of the Applicant are completely false and unwarranted.

E. Venkatesh

12. The averments mentioned in para 5 of the main application are false, denied and the Applicant is put to strict proof of the same. Although it is admitted that the operations of *Sri Varshini Knit Process* were closed in December 2023, the other averments mentioned in the application are denied.

13. That the averment in para 6 is completely false and is denied. The Applicant herein has approached this Hon'ble Tribunal with ulterior motives and political agenda. The fact is that the Applicant had approached the 6th Respondent and demanded money in the guise of a social activist; since the Applicant's illegal demands were not fulfilled, he started making false allegations and various false and frivolous petitions before the authorities with bald allegations

14. That contents of para 7 and 8 under reply are a matter of record and any submissions contrary to the records are totally wrong, false and hence denied and each and every contents of para under reply are vehemently and specifically denied in toto word by word. It is pertinent to state that on 30.03.2024 (**Annexure**), the Applicant herein was arrested along with three (3) others for impersonating as officers of the Department of Public Works. All four were involved in the act of extorting money from one Chellamuthu, who runs a wet processing unit in Veerapandi Village. The aforesaid persons threatened Chellamuthu by stating that they had received complaints that his factory discharges discharge from the factory to the water bodies and in order to not take action they demanded money.

15. That the averment in para 9 is a matter of record and is admitted to that extent. That the averment in paras 10 to 13 is completely false and is denied. On the contrary, the Applicant herein as stated above in para 13 tried to extort money from the 6th Respondent herein. Since the demand was not addressed, he has filed this present Application before this Hon'ble Tribunal. It is necessary to state that the 6th Respondent entered into a rent agreement on 01.07.2024 to run a wet processing unit. Further, a few trials were conducted by the 6th Respondent. With respect to getting a license from the Pollution

E. Venkatesh

Control Board, there is a clause in the rent agreement dated 01.07.2024, wherein the 6th Respondent must have proper approval from TNPCB for running the business and for their waste disposal. The same is extracted in para 5 herein. Moreover, the 6th Respondent has applied to the competent authorities for approval and subsequently obtained the approval on 14.08.2024.

16. That contents of para 14 under reply are a matter of record and any submissions contrary to the records are totally wrong, false and hence denied and each and every contents of para under reply are vehemently and specifically denied in toto word by word.

17. That the averment in para 15 to 20 are a matter of record, but the Applicant is put to strict proof of the same.

18. The contents of para 21 to 23 under reply are a matter of record and any submissions contrary to the records are totally wrong, false and hence denied and each and every contents of para under reply are vehemently and specifically denied in toto word by word.

19. With respect to the averment in para 24, it is true that an FIR is registered against the Applicant herein after he along with three (3) others impersonating themselves as officers of the Department of Public Works. All four were arrested when they tried to extort money from one Chellamuthu, who runs a wet processing unit in Veerapandi Village. The Applicant in the pretext of a Social worker has the habit of extorting money from the factory owners by alleging that discharge from the factories is polluting the water bodies and air. On 29.03.2024, the Applicant was caught red-handed while committing the offence. An FIR in Crime No.204 of 2024 for the offences under Section 170,447,506(1) of IPC was filed against six members including the Applicant and in this regard a final report is also filed by Police on 05.07.2024 before the Learned IV Judicial Magistrate, Tiruppur.

E. Venkatesh

20. The contents of para 25 to 27 under reply are a matter of record and any submissions contrary to the records are totally wrong, false and hence denied and every content of para under reply are vehemently and specifically denied in toto word by word. It is pertinent to state that I have not received any show cause notice from any authorities including TNPCB.

21. The contents in para 28 is totally wrong, false and hence denied. Moreover, the Applicant herein has repeatedly stated that 5th and 6th Respondent are operating the unit. It is necessary to clarify and state that I being the 5th Respondent in the present Application is not anyway connected to the 6th Respondent, except from being the owner of the rented premise for the purpose of running a wet processing unit.

22. With respect to the averments in Grounds the 6th Respondent entered into a rent agreement with me on 01.07.2024 for the purpose of running a wet processing unit. Initially he has conducted some trials for running the unit and has also applied for approval from the TNPCB authorities and got the consent to run the unit. Apart from the above, it is necessary to state that there is a clause in the rent agreement dated 01.07.2024, wherein the 6th Respondent must have proper approval from TNPCB for running the business and for their waste disposal. On 14.08.2024 the 6th Respondent had been granted with the consent to operate issued by the 4th Respondent under section 21 of the Air (Prevention and Control of Pollution) Act, 1981 and consent to operate under section 25 of the Water (Prevention and Control of Pollution) Act, 1974.

23. It is clear that neither the Application nor the reliefs sought by the Applicant, are maintainable and are a clear case of abuse of process of Court.

It is therefore prayed that this Hon'ble Tribunal may be pleased to dismiss the above application with costs and thus render justice.

E. Venkatesh

Solemnly affirmed in Chennai
On this the day of October 2024
Signed his name in my presence

E. Venkese

Before me,

Advocate, Chennai

VERIFICATION

I, Venkatachalam, S/o.Eswaramoorthy aged 49 years residing at 2/210.A.Amman Kovil Street, Veerapandi, Tiruppur South Taluk, Tirupur - 641 605 do hereby submit that the contents of the above counter as well as the documents are true to the best of my knowledge and belief.

Verified at Chennai this the day of October, 2024.

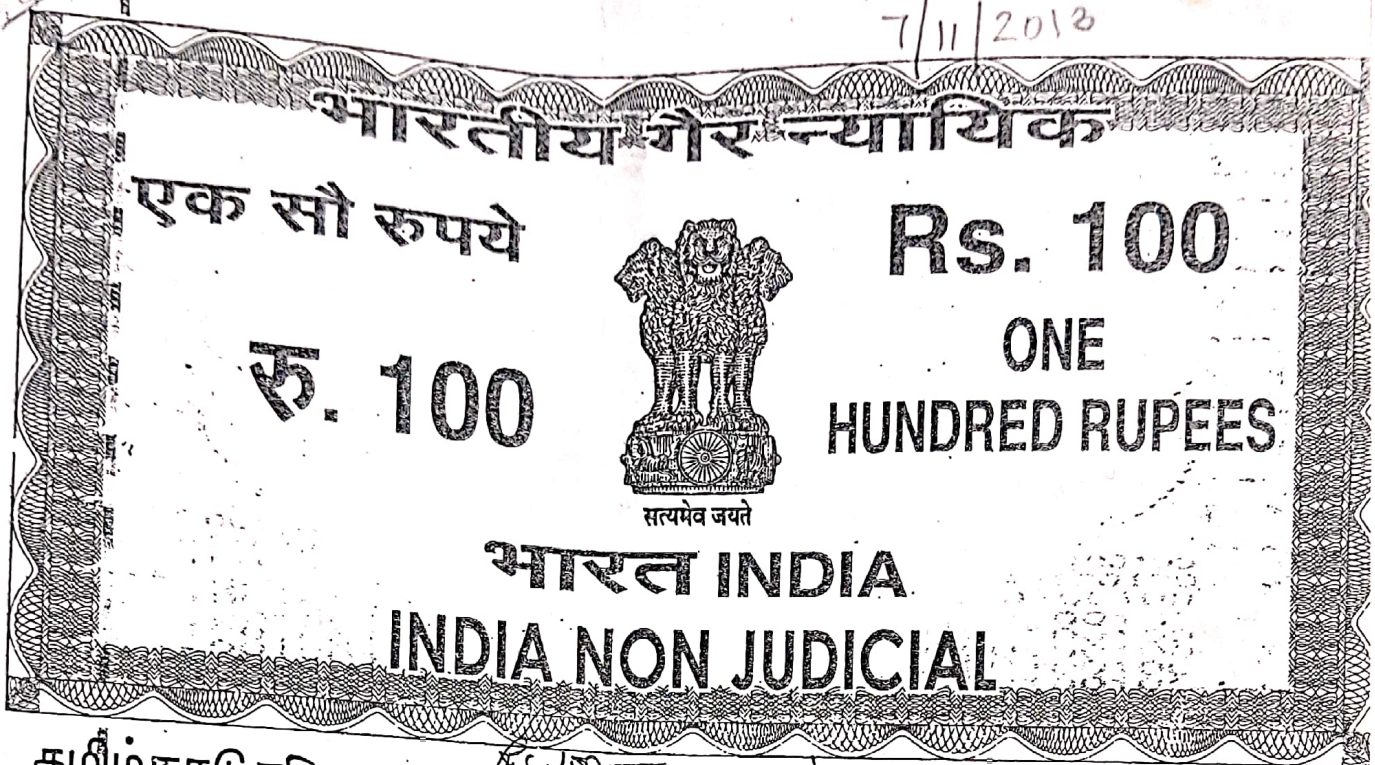
E. Venkese

5th Respondent

Counsel for 5th Respondent

9

7/11/2013



தமிழ்நாடு தமில்நாடு TAMILNADU
 30787/ 5.11.2013

V. RAJENDRAN
 209, இ. ச. ப. ச.
 முத்திரைத்தாள் விற்பனையாளர்
 உரிமை எண் : 9/1992
 திருப்பூர். (தமிழ்நாடு)
 AS 521672

SHRI VAARSHINI FINISHERS.
 TIRUPUR.

PARTNERSHIP DEED

SREE VARSHINI FINISHERS

536/1, Naaletthu Thottam,
Veerapandi (po) Veerapandi,
TIRUPUR - 641605.

THIS DEED OF PARTNERSHIP entered into this 07th day of November'2013.
 among :-

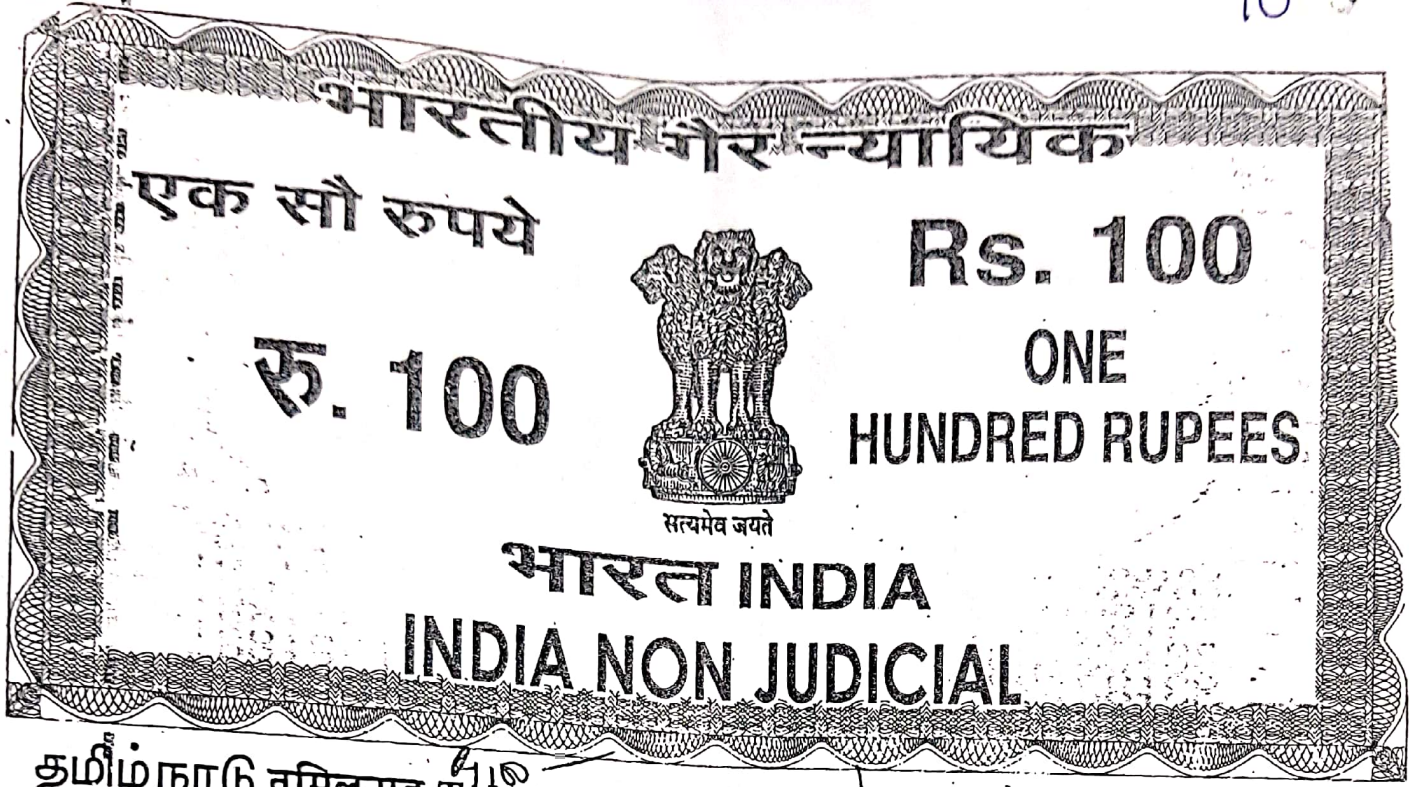
1. M.JAGANATHAN, son of G.Myilsamy, aged about 39 yrs., residing at No.5-A, Pudur Main Road, K.N.P.Subramaniam Nagar, Dharapuram Road, Tirupur - 641 608;
2. VAISHALLI MILAN NALAWADE, wife of Milan Madhu Nalawade, aged about 32 years, residing at No.9/11, R.V. lay-out 4th Street, Thennampalayam, Tirupur - 641 604 ;

1)

2)

3)

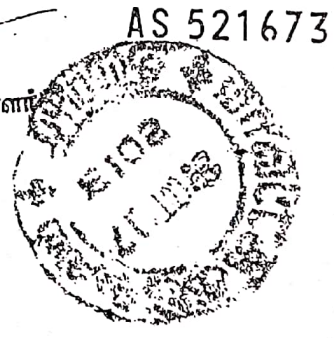
4)



தமிழ்நாடு தமில்நாடு TAMILNADU
 30788 / 5.11.2013

SHRI VAARSHINI FINISHERS. துத்திரைத்தாள் விற்பனையாளர்
 TRUPUR.

V. ராமராஜ்
 2 நெ. இ. ச. ப. கூ.
 உரிமம் எண் : 9/1992
 திருப்பூர். (தமிழ்நாடு)



- 2 -

3. N.S. SENTHIL KUMAR , son of N.Sivasubramaniam, aged about 39 years, residing at No.3/250, Kesavapuram, M.K.Patti (po) Pollachi – 642003.
4. E. VENKATACHALAM, son of M.Easwaramoorthi, aged about 38 years, residing at 210,Amman Kovil Street, Veerapandi, Tirupur – 641 605 ;

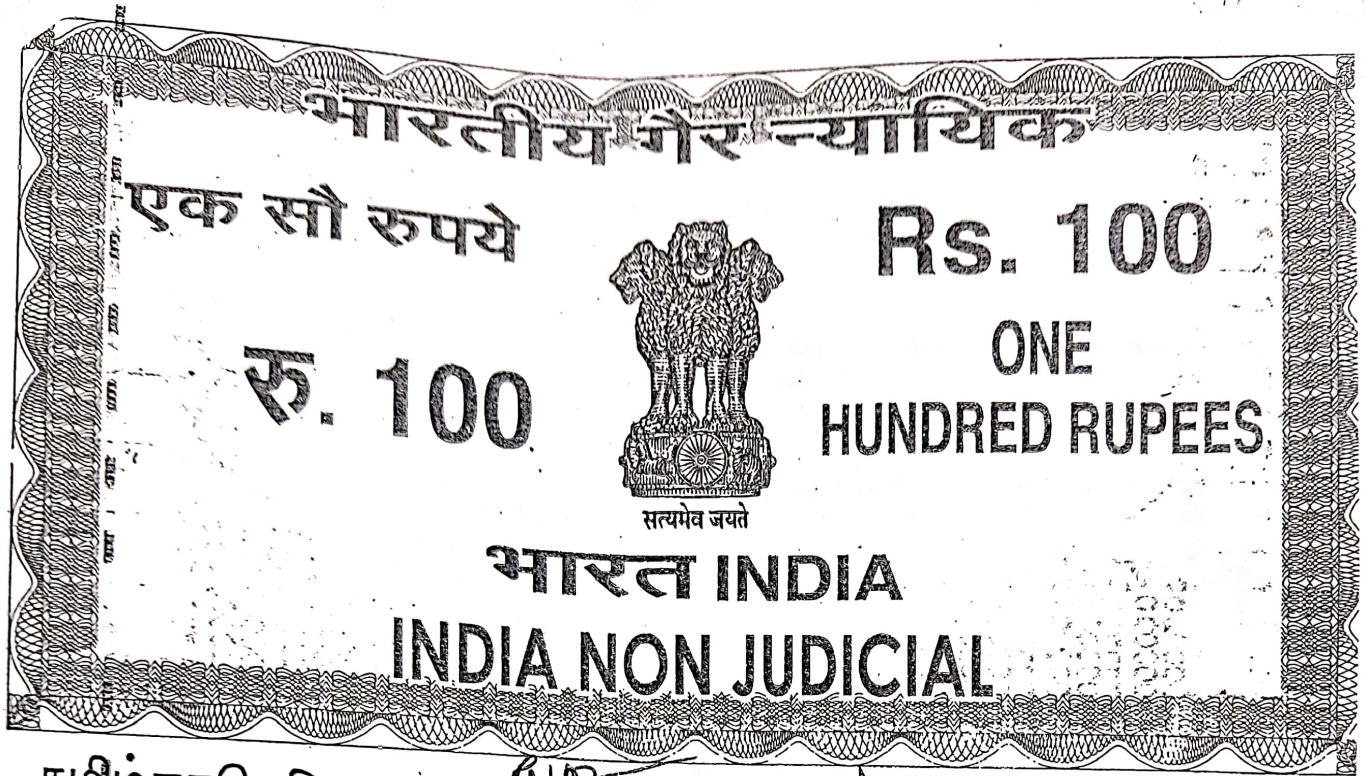
Here-in-after referred to as partner Nos. 1,2,3 & 4 respectively.

1)

2)

3)

4) E. Venkatesh



தமிழ்நாடு தமிழ்நாடு TAMILNADU
30/09/15.11.2013
SRI VAARSHINI FINISHERS.
TIRUPUR

V. ராஜராஜ் AS 521674
209. இ. ச. ப. கூ.
முத்திரைத்தாள் விற்பனையாளர்
உரிமம் எண் : 9/1992
திருப்பூர். (தமிழ்நாடு)

- 3 -

Whereas the parties hereto have agreed to enter into a partnership to carry on business in the name and style of "SREE VARSHINI FINISHERS" from 07.11.2013.

NOW THIS DEED OF PARTNERSHIP witnesseth as follows;

1. That the name of the firm shall be "SREE VARSHINI FINISHERS"
2. That the place of business shall be at present at 536/1, Naaletu Thottam, Veerapandi (po) Veerapandi, TIRUPUR - 641605. and at such other places as the partners mutually agree upon.

1)

2)

3)

4) E. Varisanes

3. The Date of Commencement of this partnership is this the 7th day of November 2013. The Duration of this partnership is "at will".

4. The objects of the Partnership are to carry on the business of Hosiery Washing, Dryer, Compacting, Heat Setting, Stendering, Knitting, Hosiery Manufacture, Exports, processing of Fabrics, Job works and to deal in items connected with Hosiery Manufacture and process. The firm may also enter into any other business as may be considered necessary by all partners from time to time.

5. That the capital of the firm shall be contributed by the partners as per their sharing ratio. Capital of Partners carry interest at a rate of 12% P.A. or such rates as determined by the partners from time to time.

6. Partners may from time to time advance moneys to the firm over the above their respective capitals. Such advances as also other sums standing to the credit of their respective current accounts representing undrawn profits etc., may be paid interest at the rates fixed by the partners from time to time.

7. All partners shall be Working Partners and each working partner is eligible for a monthly salary of Rs.10000/- p.m. The salary fixed to the working partners shall be subject to the limits specified in the Income Tax Act, 1961. Only full time working partners shall be paid salary. For lesser salary than stated above no codicil is necessary.

8. Bank Accounts in the name of the firm shall be operated by Partners numbered either 1. M.JAGANATHAN or 3. N.S.SENTHIL KUMAR individually on behalf of the firm.

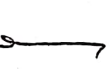
9. Partner authorised to operate the bank accounts also may similarly sign individually and accept endorse, negotiate all cheques, hundies, warrants, bill of lading et., on behalf of the firm.

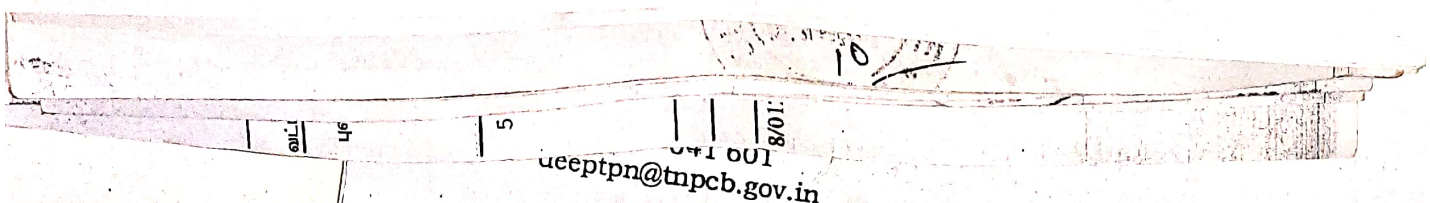
10. Loans and financial assistance may be obtained for the purpose of the business of the firm JOINTLY by all the partners and any assets of the firm existing and or future may be pledged or mortgaged or otherwise charged for the purpose of securing such loans.

1) 

2) 

3) 

4) E. Venkatesh 



11. Proper Accounts shall be maintained for the conduct of the business of the firm and accounts shall be closed in conformity with the financial year or as may be required and the net profit shall be determined after deducting all the regular expenses of the firm, including interest, salary payable to partners and after making necessary provisions. The NET RESULT so arrived shall be divided among the partners in the following ratio :-

1. M.JAGANATHAN	40.00 %
2. VAISHALLI MILAN NALAWADE	20.00 %
3. N.S.SENTHIL KUMAR	20.00 %
4. E.VENKATACHALAM	20.00 %

12. The firm shall be liable for the amounts/goods received by them and any individual transactions of any of the partners shall not bind the firm.

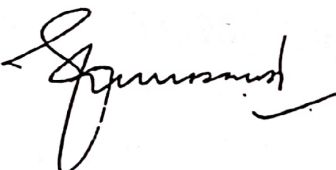
13. In Case of any disputes arising among the partners, the same shall be settled through ARBITRATION.

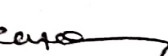
14. In case of any settlement among the partners, the same shall be based on the books of accounts maintained and no amount towards goodwill etc., payable to the outgoing partner.

15. In respect of matters not expressly provided herein the provision of PARTNERSHIP ACT, 1932 shall apply.

1) 

2) 

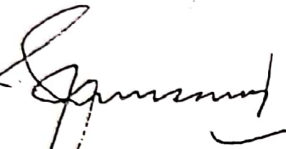
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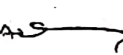
4) E. Venkatchalam 

IN WITNESS WHEREOF the parties hereto set their hands to this instrument on this 7th day of November 2013.

1. 

2. 

3. 

4. E. Venkatesh 

WITNESS:

1. B. ~~Meyappan~~ (B. MEYAPPAN) s/o A. Balasubramanian.
33, N.P. Lay out 1st Street, Pudur Road,
TIRUPUR - 641608.

2. R. ~~Ranganathan~~ s/o R. Ranga Sany Gounder,
1/486, R. K. Nagar,
Boyan Palayam,
Tirupur - 641602.

23/7/2014 15

MEMORANDUM OF DEPOSIT OF TITLE DEEDS

This Memorandum of Deposit of Title Deeds executed at Tirupur on this 23rd day of JULY 2014 **E.VENKATACHALAM, (PAN.AHGPV4945G)** (Cell No. 9965194858) Son of Mr.Eswaramoorthy, residing to Door No. 536/1B, Nallethu Thottam, Veerapandi, (Po), Tirupur Taluk, Tirupur District Tirupur Taluk, Tirupur District. (Hereinafter referred to as the MORTGAGOR (Which term unless repugnant to the context include their legal heirs, legal representatives, executors, administrators, successors and assigns)

TO AND INFAVOUR OF CORPORATION BANK (a Government of India undertaking) a body corporate constituted under the Banking Companies; (Acquisition and transfer of Undertakings) Act 1980 having its Head Office at Mangaladevi Temple Road, Pandeswar, Mangalore and branch office , among other places at 300/1, Mangalam Road, Tirupur- 641 604, represented by its Asst. General Manager (hereinafter referred to as the Mortgagee Bank). WITNESSETH AS FOLLOWS:

The MORTGAGOR had on 27.6.2014 already deposited at the mortgagee's Main Branch at Tirupur the following documents of title relating to his property listed hereunder (Described in Schedule "A") with an intent to create an equitable mortgage in favour of the Mortgagee over the property to which the documents relate to and described hereunder (in Schedule "B") for the purpose of securing repayment to the Bank of all the amounts owing to the Bank under advances made to **M/s .SRI VARSHINI FINISHERS** ,Tirupur, rep by its Partner **Mr.E.VENKATACHALAM**, Son of Mr.Eswaramoorthy, residing to Door No. 536/1B, Nallethu Thottam, Veerapandi, (Po), , Tirupur District Tirupur not exceeding **Rs. 1,87,58,000 /-(Rupees One Crore Eighty Seven lakhs and Fifty eight thousand only)** besides interests and costs thereon.

E. Venkatas



16 21

The MORTGAGOR above named declares that he has clear, unencumbered marketable title to her respective properties as set out in this memorandum and the said properties are not the subject matter of any litigation (Civil or criminal) Court/ Revenue attachments, Charge, Lien and no Notification for Acquisition/Proceedings for acquisition are pending as on this date.

The MORTGAGOR further declares that the documents deposited is all that was in his possession and control and that the properties equitably mortgaged to the MORTGAGEE BANK re not charged or encumbered in any way whatsoever.

SCHEDULE 'A'

(LIST OF TITLE DEED DEPOSITED WITH THE BANK)

1. 23.8.1971 Sale Deed No.3013/1971(Joint II S.R.O. Tirupur. Book-1 Vo. 825.paged 297 to 300) Samiammal to Muthusamy Gounder, Certified copy - Xerox
2. 21.09.1983 Settlement Deed No.378/1984(Joint II S.R.O. Book- 1 Vol. 1101 pages 85 tp 88) Muthusamy Gounder to Venkatachalam - Original
3. 08.03.2002 Sale Deed No.590/2002 (Nallur S.R.O. Book-1) Venkadasalam to Kanagaraj - Xerox
4. 19.12.2013 Sub- Division order issued by Tahsildar Nil -Original.
5. 07.10.2013 Computerized Patta No.1230 Nil- Standing in the name of Venkatachalam - Original.
6. 07.10.2013 "A" Register abstract S.F. No. 536/1 Nil - Original
7. 26.05.2005 E.C. No. 4368/2005 from 01.01.1976 to 31.12.1986 - Nil- Original

E. Venka



- 8. 24.05.2005 E.C. No. 4367/2005 from 1.1.1987 to 14.9.1994 - Nil-Original
- 9. 09.10.2013 E.C. No. 5537/2013 from 15.9.1994 to 31.12.2004 Nil-Original
- 10. 04.10.2013 E.C. No. 5439/2013 from 1.1.2005 to 12.10.2013 Nil-Original
- 11. 09.05.2014 E.C. No. 3565/2015 from 1.1.2013 to 08.05.2014 Nil-Original

SCHEDULE "B"

DESCRIPTION OF THE PROPERTY



In Tirupur Registration District, in Nallur Sub-Registration District in Tirupur Taluk, in Veerapandi Village, S.F. No. 536/1 lands measuring 3.09 acres of land situated within the following boundaries.

- North to - Subramaniam property.
- South to - S.F. No. 542.
- East to North - South pallam
- West to - S.F. No. 536/2

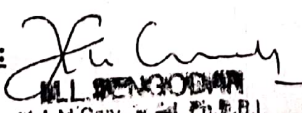
Amidst this, North- South neeli lands measuring 2.11 acres in this 0.90 acres of land sold and the remaining extent of 1.21 acres or 0.49 hectares in Patta No.1230 as per latest revenue sub-division in S.F. No. 536/1B of land along with reglar path-way rights and all easements and rights etc.,

E Nones →

Witnesses:

- 1.  M. Jaganathram s/o G. mayilsamy 36, Thillai nagar
Dhanabram Road TIRUPUR-8.
- 2.  (N.R. Muthusamy) s/o K. Ramasamy s/o
S. Elango lawyer Tirupur

Document Prepared and attested by:


M.L. SENGODAN
 M.A.M.Com. in lal., Ph. D. P.I.
 Advocate (S. & M. S. S. S. S.)
 Regd. No. 174/1993.



படிவம்

ஆவணம் தயாரித்தவர் பெயர்
முகவரி

ALL INFORMATION
 CONTAINED
 HEREIN IS UNCLASSIFIED
 DATE 11/17/2010 BY 60322
 UCBAW/STP

ஆவண எழுத்தர் உரிமம்/
வழக்கறிஞர்/பட்டயகணக்கர்
விவரங்கள்

:- வழக்கறிஞர்

ஆவண விவரம்

:- 700

ஆவணம் எழுதிக் கொடுப்பவர்

:- வெங்கட சிவன்

ஆவணம் எழுதி பெறுபவர்

:- தின்பயேசன் 27/11/17

சொத்து விவரம்

:- உள்பாண்டி சிவன்
22536/13வ்

400/50

மேற்கண்ட சொத்து விவரம் தொடர்பாக எழுதிக் கொடுப்பவர்களால் அளிக்கப்பட்ட
முன் சொத்துரிமை ஆவணங்கள் என்னால் சரிபார்க்கப்பட்டது.

சரிபார்க்கப்பட்ட முன் ஆவணங்கள்

1. முன் பதிவு ஆவண விவரங்கள்

:- 590/2002. 378/84

2. பட்டா படிவம்

:-

3. உள்ளாட்சி சொத்து வரி ரசீது

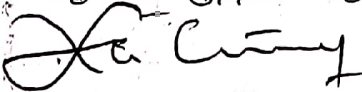
:-

4. இன்னும் பிற

:-

இவைகள் மீளவும் பதிவு அலுவலரிடம் பதிவின் போது பார்வைக்கு தாக்கல் செய்திட
தெரிவிக்கப்பட்டது.

ஆவண எழுத்தர். ஆவணம் எழுதிக் கொடுப்பவர் / ஆவணம் எழுதி பெறுபவர்





आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

E VENKATACHALAM
ESWARAMOORTHY

27/04/1975

Permanent Account Number

ANGPV4945G

Signature



In case this card is lost/ found, kindly inform / return to
Income Tax PAN Services Unit - LITTS
Plot No. 3, Sector 11, CBD Balapur
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/ लौटाएं
आयकर पैन सेवा इकाई - लीटिस
प्लॉट नं. 3, सेक्टर 11, सीडी बी बालपुर
नवी मुंबई - 400 614

E. Venkataswamy →





Corporation Bank

(A Govt. of India Enterprise)

OR/TPR/ADV/234/2013-14

22.07.2014

To
The Sub Registrar
Joint II
Tirupur *Nallur*



Dear Sir,

We request you to register the memorandum of Deposit of Title Deed in favour of us, executed by Jeganathan and Mr. Venkatachalam. They have already deposited their following original title documents with respect to the credit limits enjoyed by M/s Shri Varshini Finishers:

1. Sale deed vide Doc. No. 1389/1996 and 550/2003 in favour of Jeganathan
2. Settlement Deed vide Doc. No.378/1984 in favour of Venkatachalam

Thanking You

Yours faithfully

J. Sivaraj
Asst. General Manager

E. Venae

Tirupur Main
300/1, Mangalam Road,
Tirupur - 641 604
Phone -0421 2241656/2233186/2245569/Fax - 2240297



Presented in the Office of SUB REGISTRAR of Nallur and fee of Rs. 5150 paid between hours of 12 and 1 on 23/07/2014 by

1 Left Thumb

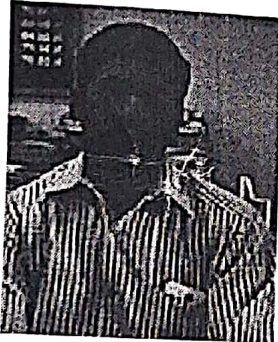


E. Nallas

Additions As per the recitals of the document

Execution Admitted by

1 Left Thumb



E. Nallas

Additions As per the recitals of the document

Identified by

1 [Signature]

Name : 1 N. S. Senthil Kumar N. Sivasubramanian 250 KESAVA PERUMAL

2 [Signature]

Name : 2 V. S. Suresh Kumar S. S. Suresh Kumar 89 Sivasubramanian Street
M. K. Patti (PO) - Pollachi - 3
23rd day of July 2014

SUB REGISTRAR

Nallur



Sheet no. 1 of 2



Date : 23/07/2014

SUB REGISTRAR Nallur



CERTIFICATE UNDER SECTION 42 OF THE STAMP ACT.

S. No. 698 of 20/400
Sub-Registrar's Office, Nallur.

I hereby certify that a sum of Rs. 25000

(Rupees Twenty five
thousand only on account of proper /

deficit stamp duty has been levied under section
41 of the Stamp Act in respect of the instrument

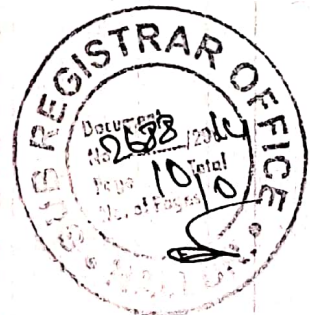
from Thiru VENKATACHALAM

residing at TIRUPUR

Sub-Registrar's Office
Nallur.

Dated 23/7/2014

} Sub-Registrar &
Collector Under
Section 41 of
Stamp Act





30/6/2017 24 15



தமிழ்நாடு தமில்நாடு TAMILNADU

61001-

Subm

BR 671509

20112/30.6.2017

SREF VARSHINI FINISHERS

TIRUPUR

S.சுலோச்சனா
ஸ்டாம்ப் வெண்டர்,
உரிமம் எண் : 2/04,
திருப்பூர் - தமிழ்நாடு.



RETIREMENT DEED

THIS DEED OF RETIREMENT executed on this 30/06/2017 among:

Continuing Partners:

1. MJAGANATHAN , Son of G.Myilsamy, aged about 43 years, residing at No.1/126-A,Silk Garden,Kaniyampoondi,Avinashi,Tiruppur-641663.
2. VAISHALI MILAN NALAWADE, Wife of Milan Madhu Nalawade, aged about 36 years, residing at 10this Appartment,Velan Nagar,R.V.E.Layout,Thennampalayam, Tirupur - 641604.
3. N.S. SENTHIL KUMAR , Son of N.Sivasubramaniam, aged about 43 years, residing at 3/250, Kesavapuram, M.K.Patti(po) Pollachi - 642003.

1)

2)

3)

4) E. Venkatesh



தமிழ்நாடு தமில்நாடு TAMILNADU

2016/30.6.2017

Suban

BR 671513

SREE VARSHINI FINISHERS
TIRUPUR

S.சுலோச்சனா
ஸ்டாம்ப் வெண்டர்,
உரிமம் எண் : 2/04,
திருப்பூர் - தமிழ்நாடு.



-2-

Retiring Partner:

4. E.VENKATACHALAM, Son of M.Eswaramoorthi, aged about 42 years, residing at No.210, Amman Kovil Street, Veerapandi, Tirupur - 641 603.

WHEREAS PARTNERS numbered 1 to 4 Carrying on business of Partnership under the name and style of "M/s.SREE VARSHINI FINISHERS" as evidenced by earlier deed of partnership dated 07/11/2013.

1)

2)

3)

4) E. Venkatesh

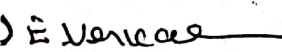
Whereas retiring partner E.VENKATACHALAM has expressed their willingness to retire from the partnership with effect from 30/06/2017 and the other partners has accepted his willingness, this release deed of partnership rights is drafted, executed and signed incorporating the terms and conditions of the retirement that are to be operative from 30/06/2017 :

1. Retiring Partner E.VENKATACHALAM has retired from the said partnership on and from 30/06/2017.
2. All the partners have verified all the transactions of the firm upto 30/06/2017 and have accepted them as correct and complete. The accounts for the period ended on 30/06/2017 have been closed to profit and loss and the resultant profit or loss has been transacted in the respective partner's accounts. All the partners have verified all the transactions effected in their accounts and have accepted them as correct.
3. All the assets and liabilities of the firm as on 30/06/2017 including accounts receivable and payable, reserve funds etc., have been taken over by continuing partners. All the partners have agreed that there is no GOODWILL for firm.
4. Amount due from the firm to the retiring Partner E.VENKATACHALAM has been paid by the firm and the retiring party hereby acknowledges the amount so received from firm and this deed itself is to serve as receipt for the amounts so received.
5. All the account books, statements and such other records of the firm shall be kept by continuing partners.

1) 

2) 

3) 

4) E. Venkatesh 

-4-

6. The continuing partners are entitled to carry on business of the partnership under the same name and style of "M/S.SREE VARSHINI FINISHERS" or any other name as decided by them, with them on 30/06/2017 as partnership with or without admitting any new partners.

This deed shall be deemed to have come into force on and with effect from 30/06/2017.
In agreement of all the above terms and conditions, we have affixed our signature below:

Continuing Partners:

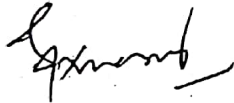
1.



2.



3.


Retiring Partner

4.


Witnesses:

1.

R. Balu
S/o. R. Rangasamy Gounder,
1488, R.K. Nagar,
Boypalayam,
Tirupur - 641602.

2.

B. Meeyappan
B. MEYAPPAN
S/o A. Balasubramanian
33, N.P. Layout 1st Street
Pudur Road, Tirupur - 641608.

17/1/23

27

IN THE COURT OF THE PRINCIPAL DISTRICT MUNSIFF OF
TIRUPUR

O.S. 127 /2023

E.Venkatachalam ... Plaintiff

-Vs-

1. M.Jeganathan
2. Vaishalli Milan Nalawade
3. N.S.Senthil Kumar
4. B.Sasikumar ... Defendants

PLAINT UNDER ORDER VII RULE I OF THE CODE OF CIVIL
PROCEDURE

1.PLAINTIFF: Sri.E.Venkatachalam, aged about 48 years, Son of Late M.Eswaramoorthy, residing at Door No.210, Amman Kovil Street, Veerapandi, Tirupur South Taluk, Tirupur-641 605.

The address for Service of the Plaintiff is as above and care of M/s. C.P.SUBRAMANIAM. M.A.B.L., M.SATHISHKUMAR.,B.Com.,B.L., M.GOWTHAM.,B.B.A.,B.L.,M.KARTHICK.,B.A.,B.L., And R.THARUN VISWESWARAN.,B.Com.,B.L.,(Hons), Advocates, 204, Shri MSV Towers, Indira Nagar 3rd Street, LRG College Back Side, Palladam Road, Tirupur – 641 605.

2.DEFENDANTS: 1) M.Jaganathan, aged about 48 years, Son of G.Myilsamy, residing at 5-A Pudur Main Road, KNP Subramaniam Nagar, Dharapuram Road, Tirupur-641608.

2) Vaishalli Milan Nalawade, aged about 41 years, Wife of Milan Madhu Naawade, residing at 9/11 RV Layout 4th street, Thennampalayam, Tirupur-641604.

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3) N.S.Senthil Kumar, aged about 49 years, Son of N.Sivasubramaniam, residing at Sri Varshini Knit Printers, D.No. 4/692, AP Nager, Veerapandi, Nachipalayam Road, Tirupur-641605.

4) B.Sasikumar aged about 40 years, Son of Balasubramaniam, residing at Sri Varshini Knit Printers, D.No. 4/692, AP Nager, Veerapandi, Nachipalayam Road, Tirupur-641605.

3. The plaintiff submits that the suit properties originally belonged to the Muthusamy Gounder as self-acquired properties. Muthusamy Gounder who is the grandfather of the plaintiff, purchased the suit properties and other properties as per Sale Deed dated 23.08.1971 Registered as Document No.3013/1971, in SRO, Tirupur. From the date of purchase, the plaintiff's grandfather Muthusamy Gounder was put in possession and enjoyment of the suit properties and other properties. The Certified copy of the sale deed dated 23.08.1971 is herewith produced.

4. The plaintiff submits that his grandfather Muthusamy Gounder has settled his properties in favor of the plaintiff by registered settlement deed 21.09.1983 and put him in possession of the same. The registration copy of the Settlement dated 21.09.1983 is herewith produced.

5. The plaintiff further submits that the plaintiff and the 1st defendant were jointly running a dyeing factory in the name and style of M/s. Varshini Knit Process in the said property as partners from 05.11.2013 to 30.06.2017. During the said period they have constructed buildings, water tank and compound wall and also obtained electric service connection and L&T water connection for running the business.

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6. The plaintiff submits that after the plaintiff retired from the firm, the said firm represented by the 1st defendant has entered into agreement of lease with the plaintiff in respect of the suit properties on 28.06.2018. The lease is in respect of the land, for a period of 6 years from 28.06.2018 and the lease expires on 28.06.2024. The lease deed dated 28.06.2018 is herewith produced. After the retirement of the plaintiff, the defendants 2 to 4 became partners of the firm along with the 1st defendant.

7. The plaintiff submits that as per the lease deed, the rent payable by the defendants to the plaintiff is Rs. 50,000/- per month for 2 years, Rs. 60,000/- per month for another 2 years and Rs. 75,000/- for the final 2 years. The defendants paid an advance of Rs. 5,00,000/- as per the lease deed and the same has to be returned to the 1st defendant at the time of vacating the property.

8. The plaintiff submits that as per the terms of the lease, that after the expiry of the period of the six years, if the lease is not renewed or extended, the plaintiff and the 1st defendant have to fix the value of the building, compound wall, water tank, electricity connection and the L&T water connection as on that date and the plaintiff has to pay the amount to the 1st defendant and take them with him... or in the alternative, if the plaintiff does not want the above items, the 1st defendant has to demolish them and he has to construct a cement sheet building to an extent of 6,000 sq.ft and handed over the same to the plaintiff.

9. The plaintiff submits that the defendants informed the plaintiff in December, 2022 that they are vacating the property in June, 2023 and requested the plaintiff that the rent payable may be adjusted with the advance amount paid for the said period and they stopped paying the rent from January 2023. The defendants have vacated the property on 30.06.2023 and handed over the vacant possession to the plaintiff. The plaintiff has paid the electricity charges on

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10.07.2023 for the electricity connection and same is proved that possession was handed over to the plaintiff. The receipt for the payment of electric charges on 10.07.2023 is herewith produced.

10. The plaintiff submits that after inspecting property, the plaintiff has informed the defendants that he is not in need of the construction made in the property and requested the defendants to construct a cement sheet building for 6,000 sq.ft as agreed in the lease agreement or pay a sum of Rs. 500/- per sq.ft to the plaintiff as amount for construction of the said building by the plaintiff himself. But the defendants were very particular in claiming Rs. 2,03,03,213/-, the value of the construction made in the property. Since the defendants have damaged the building and the water tanks have to be filled with soil to tune of Rs. 10,00,000/- and they have made totally unusable, the plaintiff did not want the same. The entire construction is in a damaged condition. The defendants are also gave a go by to the terms of the lease agreement that they have to construct a 6,000 sq.ft of cement sheet building in the property.

11. The plaintiff submits that from 01.07.2023, the plaintiff is in effective possession and enjoyment of the property, after the defendants have vacated the same on 30.06.2023. The defendants demolished the constructions and failed to fill the water tanks with soil and failed to construct 6,000 sq.ft building as per the lease agreement. The defendants are demanding Rs. 2,00,00,000/- towards the value of the buildings and the water tanks constructed earlier and now in the damaged condition, which was not accepted by the plaintiff. The defendants have also refused to construct 6,000 sq.ft cement sheet building as per the lease agreement.

12. While so, the plaintiff wanted to remove the debris of the demolished and damaged constructions and wanted to renovate the buildings and carrying on the

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said work for the past one week. While so, on 03.07.2023, the defendants came to the suit property and prevented the workers in the property from doing their work. When the plaintiff went to the suit property and questioned their illegal act of the defendants, the defendants demanded the plaintiff to pay Rs. 2,00,00,000/- towards the value of the buildings or otherwise they will not allow the plaintiff to carry out his work in the property. Hence, the plaintiff and the defendants engaged a civil engineer and he estimated the value of the building at Rs. 29,88,000/- and cost of soil to fill the tanks at Rs. 5,29,200/-. The valuation certificate given by the civil engineer is herewith produced.

13. The plaintiff submits that in spite of the estimation made by the civil engineer, the defendants refused to accept the same and bent upon payment of Rs.2,00,00,000/- to them. The defendants again came to the suit property on 14.07.2023 and threatened the plaintiff with dire consequences, if the plaintiff carry out the works in the property without complying with their demand of Rs. 2,00,00,000/-. Since, the demand of the defendants is illegal, the plaintiff refused to accept the same. Hence, the defendants challenged the plaintiff that they will not allow the plaintiff to enjoy the property. Any amount of peaceful persuasion is not heeded by the defendants.

14. The plaintiff submits that the defendants are not entitled to claim Rs. 2,00,00,000/- for the damaged buildings. They have also failed to comply with the terms of the lease agreement by constructing 6,000 sq.ft cement sheet buildings. The defendants are obstructing the plaintiff from carrying out the renovation work in the suit property without any reason. The plaintiff submit that the defendants are having man and money power and they are also highly influential with the police. When the plaintiff approached the police for protection, they refused to help the plaintiff and they informed the plaintiff that he can go to civil court and seek his remedy based on the lease agreement.

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15. The plaintiff submits that the defendants have no right to prevent the work of the plaintiff in the suit property. Moreover the defendants are liable to put up 6,000/- sq.ft of cement sheet building in the suit property as agreed in the lease agreement. The defendants are obstructing the plaintiff's work in the property and also refused to construct the cement sheet building in the property. The plaintiff reserves his right to file a suit directing the defendants to put up constructions of 6,000/- sq.ft cement sheet building.

16. The plaintiff submits that he has no other remedy expect to file the above suit seeking permanent injunction against the defendants in any manner interfering with the plaintiff's renovation work in the suit property. The defendants have no right to interfere with the possession and enjoyment of the suit property. Having vacated from the suit property, on 30.06.2023, the defendants are acting against the terms of the lease agreement and disturbing the peaceful possession and enjoyment of the plaintiff in the suit property. Unless the defendants are restrained by a decree of court, the plaintiff will not be in a position to enjoy the suit properties and he will be put to irreparable loss and injury. Hence, the suit is filed for relief of permanent injunction.

17. Cause of the suit arose in the year of 1972, the date of purchase of the suit properties and other properties infavour of Muthusamy Gounder, on 21.09.1983, when the plaintiff's grandfather Muthusamy Gounder executed the settlement deed infavour of the plaintiff, on 28.06.2018, when the date of rental agreement for land between the plaintiff and the defendants, on 30.06.2023, when the defendants vacated the suit properties, on 01.07.2023, when the plaintiff took possession of the property, on 03.07.2023, when the civil engineer estimated the value of the building, on 14.07.2023, when the defendants threatened the plaintiff with dire consequences if he continues the work in the suit property and on all subsequent dates when the threat of the defendants

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against the plaintiff in carrying out renovation work in the suit property at Veerapandi Village, Tirupur South Taluk, where the suit property situates, within the jurisdiction of this Hon'ble Court.

18. The value of the suit for the purpose of Court Fees and Jurisdiction are Rs. 1,000.00 and a Court Fee of Rs.30.00 is paid under Section 27 (c) of Tamilnadu Court Fees Act 14/55 read with the Amended act 17/2003 and 6/2017.

DETAILS OF VALUATION

Plaintiff's Value for the relief of Permanent Injunction is	Rs. 1000.00
Court Fee thereon is	Rs. 30.00

19. The plaintiff therefore prays that this Hon'ble Court maybe pleased to pass a decree and Judgment

a) Restraining the defendants, their men, agents, assigns servants etc., by means of a Permanent Injunction from in any manner interfering with the plaintiffs' peaceful possession and enjoyment of the properties described in the schedule below.

b) Directing the defendants to pay the plaintiff the costs of the suit,

AND

c) Granting such other and further reliefs that may be deemed just and necessary in the circumstances of the case.

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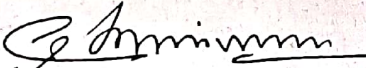
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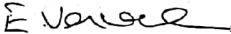
SCHEDULE OF PROPERTY

திருப்பூர் ரிடி, நல்லூர் சப்டிஇ திருப்பூர் தெற்கு தாலுக்கா, விரபாண்டி கிராமம், க.ச.536/1 நெ காலையில் பு.ஏ.3.09 விஸ்தீரணமுள்ள பூமியில் பாத்தியப்பட்ட பு.ஏ.1.21 விஸ்தீரணமுள்ள பூமியில் கிழபுறமாக உள்ள தென்வடல் தடம் பு.ஏ.0.09 போக பாக்கியுள்ள பு.ஏ.1.12 விஸ்தீரணமுள்ள பூமிக்கு செக்குபந்தி விவரம் :


சுப்பிரமணியம் சொத்துக்கும்	... வடக்கு
நம்மில் (1) இலக்கமிட்டவர் விற்பனை செய்த சொத்திற்கும்	... தெற்கு
தென்வடல் பள்ளத்திற்கும்	... கிழக்கு
ஜை காலையில் நம்மில் (1) இலக்கமிட்டவர் விட்டுள்ள	
தென்வடல் தடத்திற்கும்	... மேற்கு
இதன் மத்தியில் பு.ஏ.1.12 விஸ்தீரணமுள்ள பூமி பூராவும் சகிதம்.	

மேலே குறிப்பிடப்பட்டுள்ளபடி கீழ்க்காணும் காலியிடத்தில் கட்டப்பட்டுள்ள சுமார் 16000 சதுரடி விஸ்தீரணமுள்ள கல்வனைசிங் கட்டிடம், தொட்டி-10 நெ, 750 அடி காம்பவுண்ட் சுவர், 150 எச்.பி.மின் இணைப்பு எண்.03-211-001-3414, 150 எச்.பி.மின் இணைப்பு எண் 03-211-001-3481, எல் அண்ட் டி தண்ணீர் மைய் லைன் ஆகிய அனைத்தும். ஜை பூமியானது தற்போதைய சப்டிவிஜன்படி க.ச.536/1பி நெ காலையில் உள்ளது.


Advocate for Plaintiff


Plaintiff

I, the above-named plaintiff, do hereby declare that the facts stated above and the schedule of property are true and correct to the best of my knowledge and belief and concern and I signed this at Tirupur on 17.07.2023

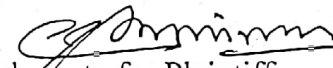

Plaintiff

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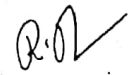

SUPERINTENDENT

LIST OF DOCUMENTS FILED UNDER ORDER VII RULE 14 OF THE
CODE OF CIVIL PROCEDURE


1. 23.08.1971 ^{Xerox ✓} The ~~Certified~~ Copy of Sale deed infavour of the Muthusamy Gounder.
2. 21.09.1983 The Certified Copy of the Settlement deed infavour of the plaintiff.
3. The Computerized Patta No.3247.
4. Property tax receipt.
5. 28.06.2018 The Original Copy of the rental agreement for land between the plaintiff and the defendant.
6. 03.07.2023 Valuation Certificate given by the Civil Engineer
7. 10.07.2023 Electricity Bill paid by the plaintiff.


Advocate for Plaintiff

No case pending according to the above suit property


Advocate for Plaintiff

TRUE XEROX COPY


SUPERINTENDENT

Adv. C.P. Subramaniam

Suit is filed for the relief of permanent injunction and with costs.

Suit value - 1000/-
Court fee paid - 30/-

U/s. 27(c) of TNCF Act.

43715

Suit For Permanent Injunction
The Value of the Suit is Rs.1000/-
The Value of Court Fee is Rs. 30/-

IN THE COURT OF THE PRINCIPAL
DISTRICT MUNSIF OF TIRUPUR

O.S. 127/2023
E. Venkatachalam ... Plaintiff
-Vs-

- 1. M.Jeganathan
 - 2. Vaishalli Milan Nalawade
 - 3. N.S.Senthil Kumar
 - 4. B.Sasikumar
- ... Defendants

DISTRICT MUNSIF'S COURT
TIRUPPUR

Suit No 127/2023

Presented in time and stamped
right. May be filed

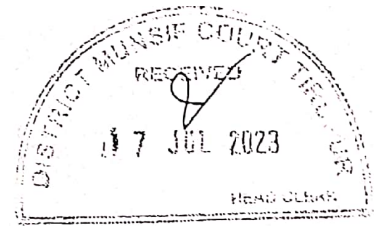
[Signature]
Head Clerk

Issue Summons to the defendants by
through court & post
by 24.08.2023

[Signature]
District Munsif
Tiruppur
24/7/23

no.

PLAINT UNDER ORDER VII RULE I OF
THE CODE OF CIVIL PROCEDURE



En to the ...
D. ...

Address for Service:
 C.P.SUBRAMANIAM, M.A.B.L.,
 M.SATHISHKUMAR.,B.Com.,B.L.,
 M.GOWTHAM.,B.B.A.,B.L.,
 M.KARTHICK.,B.A.,B.L.,
 R. THARUN VISWESWARAN.,L.L.M.,
 Advocates,
 No.204, Shri MSV Towers, Indira Nagar 3rd
 Street, LRG College Backside, Palladam Road,
 Tirupur - 641605.



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SUPERINTENDENT

SCHEDULE OF PROPERTY

பெரிய நகர், நல்லூர் சட்டி திருப்பூர் தெற்கு தாலுக்கா, விரபாண்டி
காலையில் 14.11.3.09 விஸ்தீரணமுள்ள பூமிமில்
பெரிய நகர் சட்டி திருப்பூர் தெற்கு தாலுக்கா உள்ள தென்வடல்

XCA : 2456/2024
OS : 127/2023

DmC

DISTRICT COURT, TIRUPUR	
XCA. No.	2456/24...../20
Application Made on.....	5-4-24
Stamps called for.....	16-4-24
Stamps deposited on.....	16-4-24
Addl Stamps called for.....
Addl stamps deposited on.....
copy made ready.....	16-4-24
copy delivered on.....

[Signature]
Deputy Magistrate

C.P. Subraman
Adv
TPR

IN THE COURT OF THE PRINCIPAL DISTRICT MUNSIF OF TIRUPUR.

I.A.NO. 529 /2023

O.S.NO. 127 /2023

E.Venkatachalam

.. PETITIONER/PLIANTIFF

... VERSUS ...

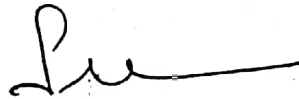
- 1) M.Jeganathan
- 2) Vaishalli Milan Nalawade
- 3) N.S.Senthil Kumar
- 4) B.Sasi Kumar

.. RESPONDENTS/DEFENDANTS


COMMISSION REVISIT REPORT FILED BY THE
ADVOCATE/COMMISSIONER

1) In pursuance of warrant of commission issued to me by this Hon'ble Court in the above commission petition. I have given notice to the petitioner counsel, respondents counsel revisit of petition property.

2) I have visited the petition property on 6/12/2023 at about 4:30 pm. The petitioner and the petitioner counsel and respondents/defendants and their counsel were present. I have noted



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SUPERINTENDENT

// 2 //

down the physical features of the petition property. The petition property situated at Tirupur South Taluk, Veerapandi Village, S.F.No.3.09, Acres 1.21.

3) At the time of first visit, godown were vacant except soft flow dyeing machine (100kg) and broken pillar with steel rod.

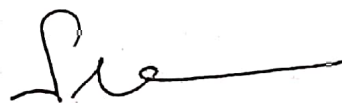
4) At the time of revisit the following changes are made are as follows:-

a) outside the compound wall in southern side Big steam boiler and tank beside the boiler with steel pillar. Installation work under process. Opposite side of the compound wall Chimney and pipe were there.

b) Inside the compound wall in southern side Air compressor with tank kept under small asbestos sheet roofing.

c) Inside the godown Centering drying machine, soft flow machine 2 numbers, stunter compacting machine, air compressor, one steam boiler and one termic oil boiler were kept. All the machines installation works goingon. Soft flow dyeing machine 100kg were present, shifted to nearby place in the same side. Some cement bags were also kept and some materials were kept for installation purposes. Some construction work goingon.

d) Regarding damaged portion which I already shown in the plan, now that portion concrete flooring were seen and small outlet drainage were built.



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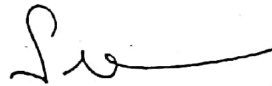
e) Regarding chemical sintex tank (vacant) which I already shown in the plan, now white colour sintex tank kept nearby.

f) Regarding Ro Permeate round tank earlier it was open, now Ro Permeate round tank closed in cement sheet.

g) Small cement sheet building in western side.

5) At the time of my revisit machinery installation work, machinery painting work, some construction work etc were going on.


6) I have received the additional remuneration of Rs.5,000/= directly from the respondents counsel.



ADVOCATE/COMMISSIONER

LIST OF DOCUMENTS:-

Original Notice given to the petitioner's counsel, respondents' counsel.



ADVOCATE/COMMISSIONER

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SUPERINTENDENT

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
SOUTHERN ZONE BENCH, CHENNAI

O. A. No. 187 of 2024

IN THE MATTER OF

A. Muthuvel
S/o. Ayalsamy
No. 8/35, Mariamman Koil Street,
Chinna Valavadi,
Udumalpet,
Tiruppur - 642 132

... Petitioner

Versus

1. The Chairperson
Tamilnadu Pollution Control Board,
No. 76, Mount Salai, Guindy,
Chennai - 600 032
tnpcb-chn@gov.in

.....Respondents

INDEX FILED BY THE 5TH RESPONDENT

M/s. P.V.S.Giridhar Associates

Y.Kavitha
Prasanna D
Shivashankari S
Sangavi R
Counsel for 5th Respondent

9940677290

