KAKL500002932017

IN THE COURT OF ADDL. SENIOR CIVIL JUDGE & JMFC

K.G.F.

PRESENT: Shri. MAHESH S. PATIL, B.Sc., LL.B
Additional Senior Civil Judge & JMFC, K.G.F.

Dated 22nd day of February 2022

O.S.No.16/2017

PLAINTIFF	M/s Shiva Shankar Finance Corporation, Registered firm of partnership, Nanjundeshwara Complex, Coronation Road, Bangarpet-563 114, Represented by Its Managing Partner Sri.B.S.Sangamesh.

(By Sri.L.N.Ramanatha, Advocate, Bangarpet.)

DEFENDANTS

1. Sri.A.Murali S/o Late Ankappa,
   Aged: 43 Years,

2. Sri.A.Ramesh S/o Late Ankappa,
   Aged: 38 Years,

   Both are R/at House Facing Sheshachalam Modaliar Road,
   Bangarpet-563 114,
   Kolar District, Karnataka.

(By Sri.M.Prasanna Kumar, Advocate, Bangarpet.)

Date of institution of the suit:	16.02.2017
Nature of the suit:	Recovery Money
Date of the commencement of recording of the evidence:	24.10.2017
Date on which the judgment Pronounced:	22.02.2022-

	Year/s	Month/s	Day/s
Total Duration	05	00	06

JUDGMENT

The Plaintiff partnership firm has filed this suit against the defendants seeking the relief of recovery of Rs.7,35,000/- along with interest at the rate of 16% p.a. from the date of suit till the date of its actual payment and costs.

2. The brief facts of the case of the plaintiff firm are as under:

That, the plaintiff is the registered partnership firm carrying on its business in the cause title address and the defendants executed three on demand promissory notes and consideration receipts on 17.02.2014 for Rs.2,00,000/-, Rs.2,00,000/- and Rs.1,00,000/- respectively totally for Rs.5,00,000/- and promised to repay the same along with interest at the rate of 16% per annum to the plaintiff whenever demanded. Towards the repayment of the said loan amount, the defendant No.1 gave cheque for Rs.7,34,275/- dated 23.01.2017 drawn on State Bank of India, Bangarpet Branch, Bangarpet bearing No.018156 in favour of the plaintiff which on its presentation on 23.01.2017 with plaintiff's firms banker Kotak Mahindra Bank returned dishonored for the reasons "finds insufficient" vide memo issued to the plaintiff firm on 24.01.2017. The plaintiff firm addressed statutory notice dated 13.02.2017 calling upon the defendant No.1 to repay the cheque amount which they did not comply. Hence the suit seeking the relief stated hereinabove.

3. After registration of the suit, suit summonses were issued to the Defendants. The Defendants put up their appearance through their counsel and filed their combined written statement wherein these defendants have specifically and categorically denied the entire plaint averments. It is further contended that the suit is barred by Law of Limitation and the plaintiff firm has misused the cheque given towards the earlier loan which was discharged long back and the defendant No.1 has suitably replied to the statutory notice dated 13.02.2017 issued by the plaintiff firm to the defendant No.1. Hence, on such other grounds prays for the dismissal of the suit with costs.

4. Based upon the above rival pleadings, my predecessor the then in office has framed the following:

<u>ISSUES</u>

1. Whether the Plaintiff proves that the defendants have executed three on demand promissory notes and consideration receipts on 17.02.2014 for Rs.2,00,000/-, Rs.2,00,000/- and Rs.1,00,000/- respectively in favour of the plaintiff and availed the said loan of Rs.5,00,000/- and promised to repay the same with interest at 16% p.a.?

2. Whether the defendants prove that the plaintiff has fabricated and concocted the documents and filed false suit?

3. Whether the defendants prove that the suit in barred by law of Limitation?

4. Whether plaintiff is entitled for Rs.7,35,000/- with current interest at 16% p.a. from the date of suit till the date of the realization?

5. What Order or decree?

5. In order to prove the aforesaid Issues, the one of the partners of the plaintiff partnership firm has examined himself as PW-1 and got marked 14 documents at Ex.P1 to P14 and closed his side. Inspite of sufficient opportunity the defendants have not submitted their evidence. Therefore, the evidence of the defendants was taken as nil. During the cross examination of PW.1 the document of Ex.D1 to Ex.D10 are marked by way of confrontation.

6. I have heard arguments of learned counsel for Plaintiff. The defendant and learned counsel for the defendant inspite of sufficient opportunities have not canvassed their arguments and the arguments of the defendants was taken as nil. I have carefully perused the entire material on record.

7. My findings to above Issues are as under:

Issue No.1 : In the Affirmative,

Issue No.2 : In the Negative,
Issue No.3 : In the Negative,
Issue No.4 : Partly Affirmative,
Issue No.5 : As per final Order,
for the following:

R E A S O N S

8. ISSUE No.1 and 2: Both these Issues are interlinked to each other, hence they are taken up together for common discussion and to avoid repetition of facts.

As could be seen from the records, it is the specific case of the plaintiff's partnership firm that the defendants have availed loan of Rs.5,00,000/- and in that regard executed three separate on demand promissory notes all dated 17.02.2014 and for Rs.2,00,000/-, Rs.2,00,000/- and Rs.1,00,000/- respectively totaling to Rs.5,00,000/- towards the repayment of the same along with interest at the rate of 16% per annum. Towards its repayment, the defendant No.1 has drawn the cheque for Rs.7,34,275/- dated 23.01.2017 of State Bank of India, Bangarpet Branch, Bangarpet bearing No.018156 in favour of the plaintiff which upon presentment with the plaintiff banker Kotak Mahindra Bank, Bangarpet on 23.01.2017 returned dishonored for the reasons “Funds Insufficient” vide memo dated 24.01.2017. The plaintiff firm has also addressed statutory notice dated 13.02.2017 which inspite of its receipt by the defendant No.1 he has not complied the demand made in the notice. The plaintiff has instituted separate proceedings in this regard under the provisions of N.I. Act. As on the date of the suit the defendants have kept an amount of Rs.7,35,000/- which the defendants are liable to repay along with the interest at the rate of 16% per annum from the date of the suit till its actual payment.

9. As against this the defendants have specifically and categorically denied the entire plaint averments. It is further contended that suit is barred by Limitation and the defendants have given some documents to the plaintiff firm with respect to a earlier loan transaction, which already discharged and the plaintiff's firm misutilized, fabricated and concocted documents and filed this present false suit.

10. In order to prove the case of the plaintiff firm, one of the partners by name Sri.B.S.Sangamesh examined himself as P.W.1 and got marked 14 documents at Ex.P1 to P14 and closed his side.

11. The PW.1 in his examination in chief filed through his affidavit has reiterated the plaint averments and prays to decree the suit as prayed for.

12. In order to substantiate his oral evidence, the PW.1 has produced and relied upon as many as 14 documents at Ex.P1 to Ex.P14.

13. The document of Ex.P1 is the original reconstituted partnership deed of the plaintiff finance corporation purporting to have been executed on 30.07.2015 by and between 9 partners wherein the PW.1 B.S.Sangamesh is the partner No.6 wherein these partners have resolved to reconstitute the partnership firm in the name and style as stated in the cause title of the plaint to carry on the business of money lending, pawn broking and chit funds etc., from 01.07.2015 at the cause title address of the plaintiff and the period of the partnership is shown at Will. The document of Ex.P1 is duly registered before the competent authority and in this regard the PW.1 has also

produced the document of Ex.P2 which is the receipt for having submitted the document of Ex.P1 for its registration before the competent authority under the Partnership Act. The document of Ex.P4 is the original money lending licence granted by the concerned authority to the plaintiff firm on 10.03.2013 which is valid from 01.04.2013 till 31.03.2018 to carryout the business of money lending. The transaction alleged in present suit pertains to the date in between 01.04.2013 to 31.03.2018. The defendants in their written statement have denied that the plaintiff is a partnership firm carrying on money lending business under a valid licence and also the competency of PW.1 alone to prosecute this suit. In this regard, the PW.1 was thoroughly cross examined by the learned counsel for the defendant wherein it was suggested to the PW.1 that other partners stated in Ex.P1 have not given any power/ authority to the PW.1 to depose on their behalf. The PW.1 has answered that he is a working partner of the said partnership firm. The PW.1 further conceded that there is no recital stated in Ex.P1 that the PW.1 is the working partner of the said firm. Howsoever the PW.1 has not produced any document to show that other partners have given power or authority to the PW.1, but any one partner can represent the partnership firm as the liability of each partner is personal. Moreover, the remaining partners have not raised any objections during the pendency of the suit to the PW.1 either to present the suit or to depose on behalf of the plaintiff firm. Therefore, the non objection of the remaining partners itself amounts to authority granted by them to PW.1 by way of necessary implication to depose on their behalf. It is also suggested to the PW.1 regarding the reason of reconstitution of the partnership deed and whether or not the Lrs of the deceased partners are impleaded in the document of Ex.P1. The said aspect is within the partners who have executed Ex.P1. It is none of the business, concern or the locus standai of any of the defendants to question internal administration or business of the plaintiff partnership firm. Moreover, the defendants are not claiming any share, profit, liability, right or interest over any asset of the partnership firm or the defendants challenging the partnership deed. Moreover, the defendants in the written statement have contended that there was earlier transaction between the plaintiff firm and the defendants and their mother wherein they have received some amount which has been discharged by the defendant herein. Whether or not such a contention is proved, but by way of taking such a line of contention, the defendants have admitted that the plaintiff firm is carrying out the business in money lending under the valid licence issued to it as per Ex.P4 and therefore the defendants are now estopped from raising any question regarding the capacity or competency of Pw.1 to claim his right of alleged recovery of a loan amount from the defendant No.1. In the clause 19 (a) of Ex.P1 it is recited as under:

> 19(a) The day to day affairs of financing and money lending from the partnership Firm to the borrowers shall be look after by the 1st partner and 6th partner upto a lending limit of Rs.10,000.00. Any amount of lending to any person beyond the said limit shall be approved by the meeting of all the partners.

The same goes to show that in case of lending of money beyond Rs.10,000/- (as in this case) the approval of all the partners is necessary. But for the very reasons that no other partners have raised any objection amounts to deemed approval. Moreover, the very defendants during cross examination of PW.1 have suggested that they have borrowed 48,00,000/- loan from the plaintiff firm. Therefore, the defendants are now estopped from challenging the validity and competency of the said clause. Moreover, by producing the document of Ex.P1 to Ex.P4, the plaintiff firm has discharged its initial / primary burden stating that the plaintiff firm is a registered partnership firm carrying on the business of money lending under the valid licence. As against these documents, the defendants have not at all produced any counter documentary evidence to disbelieve the documents of Ex.P1 to Ex.P4. Therefore, under these circumstances, the court is constrained to conclude that the plaintiff firm is a registered financial firm duly licenced to carry out the money lending business.

14. As regards the monetary transaction alleged in the present case, the plaintiff firm has produced and relied upon the documents at Ex.P5 to Ex.P10. The documents of Ex.P5 and Ex.P6 are the original on demand promissory note and consideration receipt respectively both dated 17.02.2014 which purport that the defendants herein have executed the same in favour of the plaintiff firm agreeing to repay Rs.2,00,000/- along

with interest at 16% per annum to the plaintiff firm whenever demanded by the plaintiff firm. The PW.1 has identified the signatures of both the defendants put to Ex.P5 and Ex.P6 at Ex.P5(a) to Ex.P5(d) and Ex.P6(a) to Ex.P6(d). The documents of Ex.P7 and Ex.P8 are another pair of original on demand pronote and consideration receipt both dated 17.02.2014 purporting to have been executed by the very defendants in favour of the very plaintiff firm agreeing to repay Rs.2,00,000/- along with interest at 16% per annum. The PW.1 has identified the signatures of both the defendants put to Ex.P7 and Ex.P8 at Ex.P7(a) to Ex.P7(d) and Ex.P8(a) to Ex.P8(d). The documents of Ex.P9 and Ex.P10 are another pair of original on demand promissory note and consideration receipt which purport that the very defendants have executed another on demand promissory note and consideration receipt agreeing to repay Rs.1,00,000/- along with interest at 16% per annum to the plaintiff firm whenever demanded by the plaintiff firm. The PW.1 has identified the signatures of both the defendants put to Ex.P9 and Ex.P10 at Ex.P9(a) to Ex.P9(d) and Ex.P10(a) to Ex.P10(d). Though the defendant in their written statement denied specifically of executing any such on demand promissory note/ or the consideration receipt, but the very defendants in their written statement have contended as under:

> That the plaintiff has misused the cheque which was given towards earlier loan which was discharged long back and the said cheque was blank signed and the defendants in particular and categorically state that the stale cheque has been misused by the plaintiff to make illegal gain at the cost and risk of the defendants.

15. Thatapart, the learned counsel for the defendants during the cross examination of the PW.1 has suggested to the PW.1 as under:

> 1ನೇ ಪಾಲುದಾರರಿಗೆ ಪ್ರತಿವಾದಿಗಳು ಕೆಲವು ದಾಖಲಾತಿಗಳನ್ನು ಕೊಟ್ಟಿದ್ದು ಅವರು ಈಗ ತೀರಿಹೋಗಿದ್ದು ಆ ದಾಖಲಾತಿಗಳನ್ನು ನಾನು ದುರ್ಬಳಕೆ ಮಾಡಿ ಈ ಸುಳ್ಳು ದಾವೆ ಹಾಕಿ ಸುಳ್ಳು ಸಾಕ್ಷ್ಯ ನುಡಿಯುತ್ತಿದ್ದೇನೆ ಎಂದರೆ ಸರಿಯಲ್ಲ.

16. The perusal of the aforesaid contention goes to show that the defendants contend that there was earlier transaction between the parties to the suit and in that regard the defendants have given some blank signed cheques and documents which the plaintiff firm misutilized the same and produced the present false suit. Whether or not the defendants have established this defence of theirs but by way of raising such contention, the defendants have conceded the signature put to Ex.P5 to Ex.P10 as their own signatures.

17. The very plaintiff also alleges that towards the repayment of the said amount the defendant No.1 has drawn the aforesaid cheque which upon its presentation returned dishonored for the reasons “funds insufficient”. In order to establish the same the PW.1 has not produced

any such document. But however, this lacuna has been filled up by the very defendants by marking the Ex.D2 to Ex.D10 during the cross examination of the PW.1. I have carefully perused the documents at Ex.D2 to Ex.D10. The document of Ex.D2 is the certified copy of the private complaint filed by the very plaintiff firm under Section 200 Cr.P.C. against the defendant No.1 herein for the offence punishable under Section 138 of N.I. Act. The document of Ex.D3 is the certified copy of the sworn statement of the PW.1 in said cheque bounce case. The document of Ex.D4 is the certified copy of the cheque stated herein above which was dishonored for the reason “Funds Insufficient” as per Ex.D5, Ex.D6 is the cheque deposit/ slip. Ex.D7 is the certified copy of the statutory notice addressed by the plaintiff firm to the defendant No.1 demanding the payment of the cheque amount which was duly dispatched to the address of the defendant No.1 as per Ex.D8 and the same is received by the defendant No.1 as per Ex.D9. The document of Ex.D10 is the certified copy of the reply notice dated 02.03.2017 addressed by the defendant No.1 through his advocate to the learned counsel for the plaintiff firm in the said cheque bounce case.

18. As already stated the defendants in their written statement have contended that there was an earlier monetary transaction between the parties and the defendants have given cheque to the plaintiff firm which have been misutilized by the plaintiff firm and filed the cheque bounce case as per Ex.D2 to Ex.D10. Whether or not the defendants have established their such a contention, but by way of taking such a contention, the defendants have conceded the drawing up of the cheque in question to the plaintiff firm and its dishonour for “funds insufficient”. Moreover, by producing the document of Ex.D7, the defendants have admitted the receipt of the statutory demand notice. Moreover by way

of such a contention, the defendants have conceded the signature of the defendant No.1 put to Ex.D2. As already stated, the very defendants have conceded their signature put to Ex.P5 to Ex.P10. It is necessary to mention that the documents of Ex.P5, Ex.P7 and Ex.P9 being on demand promissory notes are also the negotiable instruments.

19. Under these circumstances whenever the signature is admitted, the court acting under the provisions of Section 118 and 139 of N. I. Act is constrained to raise the presumption that the defendants have received the sale consideration as stated in Ex.P5, Ex.P7 and Ex.P9 and in that regard the defendants have executed the document of Ex.P6, Ex.P8 and Ex.P10. In order to rebut the said presumption, the defendants have not entered into the witness box. Howsoever the defendants have thoroughly cross examined the PW.1. In the cross examination it was suggested to the PW.1 that the

plaintiff firm has not produced any books of accounts pertaining to the transaction stated in the present case. The PW.1 has admitted the same. Moreover, the perusal of the entire record it goes to show that the plaintiff firm has not produced any books of accounts pertaining to the transaction. But however the non production of the books of account itself does not negate or take away the entire case of the plaintiff firm. At the most the plaintiff firm may be held disentitled for the interest as sought for in the suit. It was also suggested to the PW.1 during cross examination that the plaintiff firm has not stated the alleged transaction in the Income Tax returns. Even presuming that the plaintiff firm has not stated the transaction of the suit in its ITR, the same is in between the plaintiff firm and the Income Tax Authorities. The defendants cannot take that as contention to avoid liability to repay the amount as sought for by the plaintiff firm in the present suit. During the cross examination of the PW.1, it was further confronted with the document of Ex.D1 and it was suggested that the date of Ex.D1 is 15.02.2014 and the transaction in the present case pertains to the date 17.02.2014. Under the document of Ex.D1, the defendants and their mother have received loan of Rs.48,00,000/- therefore the question of seeking additional loan of Rs.5,00,000/- from the plaintiff firm does not arise. The PW.1 has denied the said suggestion. As regards such a contention is concerned, the requirement of money may be for any person at any stage and for any circumstance or for any reasons. Therefore, the said contention cannot be accepted at all. Moreover, in order to establish the specific case of the plaintiff firm, the plaintiff, as already stated, has produced sufficient documentary evidence. Therefore, these documentary evidence also support the specific case of the plaintiff. As already sated, against these documents the defendants have not produced any counter documentary evidence. Therefore, on this count also the said contention of the defendants that they have received Rs.48,00,000/- and executed Ex.D1 on 15.02.2014 and the question of seeking or requirement of Rs.5,00,000/- on 17.02.2014 does not arise, cannot be believed at all.

20. Therefore, the defendants have not rebutted the said presumption. However the very PW.1 has conceded that he has also initiated a parallel cheque bounce case against the defendant No.1 as per Ex.D2 to Ex.D10. The very PW.1 further states that he would be satisfied if his money is repaid in either of the case. In other words the PW.1 would be satisfied if the defendants pay the amount claimed either of the cases i.e., in present case or in the cheque bounce case. Moreover, the filing up of the cheque bounce case is not a bar for the complainant to file the civil suit. The same also holds good vice versa. In other words, the very plaintiff can also maintain a private complaint under Section 200 of Cr.P.C. against

the very defendants for the offence punishable under Section 138 of N.I. Act. There is neither express nor implied bar to maintain a parallel civil or criminal proceedings. At the most it can be stated that the amount already paid / recovered can be considered in the connected civil or criminal proceedings. But in the present case the defendants have not stated or contended that they have paid entire or part of the amount as claimed by the plaintiff firm in the present suit. Therefore, the present suit is very much maintainable. Therefore, the plaintiff firm by producing the aforesaid documentary evidence and also by leading its oral evidence has established this issue. As regards the contention of the defendants that the plaintiff firm has fabricated and concocted the documents are concerned, the defendants in spite of sufficient opportunity have not stepped into the witness box. Therefore, it goes to show that the defendants avoided to lead their evidence in spite of opportunity. Therefore, this court is constrained to answer these issues accordingly.

21. Issue No.3: The defendants have contended that the suit is not maintainable for law of Limitation. But in order to prove this issue the defendants have not stepped into the witness box. Moreover the transaction alleged has taken place on 17.02.2014 and the suit is filed on 16.0.2017 which is within three years and the same is within the law of limitation. Moreover, it is held that the very defendants have executed the document of Ex.P5, Ex.P7 and Ex.P9. Therefore, whenever the defendant execute on demand promissory note, the limitation starts from the date whenever the plaintiff demands the money from the defendant. In this regard the plaintiff firm has issued the demand notice dated 13.02.2017 which has been duly received by the defendants as per Ex.P13 and the defendants have also replied to the notice as per Ex.P14. Therefore, the plaintiff by issuance of the said notice has expressed its intention to demand the repayment of the loan and the Limitation starts from the said date. Upon counting the said limitation, the suit is filed within the law of Limitation. Therefore, on this ground also the suit is well within the Limitation. Therefore, left with no other option this court is constrained to answer this issue accordingly.

22. Issue No.4: The issue No.1 is already answered in favour of the plaintiff firm. The plaintiff firm has sought the past, pendantalate and future rate of interest at the rate of 16% per annum till the money is paid. During the discussion of Issue No.1 and 2 , it was held that the plaintiff firm, for non production of books of account, is not entitled for the interest at the rate of 16% per annum. But however had the amount been paid on the date of demand itself the plaintiff firm could have invested it somewhere and could have earned a simple interest @ 6% p.a. at least. Therefore, the plaintiff firm can be held entitled for the simple interest at 6% p.a. from the date of demand notice dated 13.02.2017 till the date of payment. Therefore, the plaintiff firm is entitled for the refund of amount of Rs.5,00,000/- along with past, pendente lite and future interest at the rate of 6% per annum from the date of demand notice till its actual payment. With this observation this court is constrained to answer this Issue accordingly.

23. ISSUE No.5: In view of above reasons and discussions, I proceed to pass the following:

ORDER

The suit of the plaintiff is partly decreed with costs.

Both the defendants are jointly, severally and personally liable to repay the amount of Rs.5,00,000/- (Rupees Five Lakhs Only) along with past, pendente lite and future simple interest at the rate of 6% per annum from 01.03.2017 till its actual payment.

The defendants shall pay the same within 30 days from the date of this order.

Draw up decree accordingly.

(Dictated to the stenographer on computer, computerized by him corrected by me and then pronounced the judgment in the open court on 22nd day of February 2022.)

Sd/-

(MAHESH S. PATIL)
Addl. Senior Civil Judge & JMFC,
K.G.F.

ANNEXURE

01.WITNESSES EXAMINED IN FAVOUR OF THE PLAINTIFF/S

PW-1 : Sri.B.S.Sangamesh

02.WITNESES EXAMINED IN FAVOAUR OF THE DEFENDANT/S

-Nil-

03.DOCUMENTS MARKED IN FAVOAUR OF THE PLAINTIFF/S

Ex.P1	: Reconstituted Partnership Deed
Ex.P2	: Acknowledgment
Ex.P3	: C/c of Register
Ex.P4	: Money Lending Licence
Ex.P5	: Pronote
Ex.P5(a) &(b)	: Signatures of Defendant No.1 on Ex.P5
Ex.P5(c) &(d)	: Signatures of Defendant No.1 on Ex.P5
Ex.P6	: Pronote Receipt
Ex.P6(a) &(b)	: Signatures of Defendant No.1 on Ex.P6
Ex.P6(c) &(d)	: Signatures of Defendant No.1 on Ex.P6
Ex.P7	: Pronote
Ex.P7(a) &(b)	: Signatures of Defendant No.1 on Ex.P7
Ex.P7(c) &(d)	: Signatures of Defendant No.1 on Ex.P7
Ex.P8	: Pronote Receipt
Ex.P8(a) &(b)	: Signatures of Defendant No.1 on Ex.P8

Ex.P8(c) &(d) : Signatures of Defendant No.1 on Ex.P8
Ex.P9 : Pronote
Ex.P9(a) &(b) : Signatures of Defendant No.1 on Ex.P9
Ex.P9(c) &(d) : Signatures of Defendant No.1 on Ex.P9
Ex.P10 : Pronote Receipt
Ex.P10(a) &(b): Signatures of Defendant No.1
Ex.P10(c) &(d): Signatures of Defendant No.1
Ex.P11 : Copy of Legal Notice dated 13.02.2017
Ex.P12 : Copy of Postal Receipt
Ex.P13 : Copy of Postal Acknowledgment
Ex.P14 : Copy of Reply Notice dated 02.03.2017

04.DOCUMENTS MARKED IN FAVOUR OF THEDEFENDANT/S

Ex.D1 : C/c Sale agreement dated 15.02.2014
Ex.D2 : Copy of Complaint in C.C.No.762/2017
Ex.D3 : Copy of Evidence in PCR.No.34/2017
Ex.D4 : Copy of cheque No.018156
Ex.D5 : Copy of Memo in PCR.No.34/2017
Ex.D6 : Copy of cheque return advice
Ex.D7 : Copy of Legal Notice in PCR.No.34/2017
Ex.D8 : Copy of Postal receipt in PCR.No.34/17
Ex.D9 : Copy of Postal Acknowledgment
Ex.D10 : Copy of Reply Notice dated 02.03.2017

Sd/-
(MAHESH S. PATIL)
Addl. Senior Civil Judge & JMFC,
K.G.F.