Fair Order

IN THE DEBTS RECOVERY TRIBUNAL - 1 AT ERNAKULAM

DATED THIS 16th DAY OF JUNE, 2026

PRESENT: Su. WILLYAHM, B.Sc., M.L.
[DISTRICT JUDGE - Retd]
PRESIDING OFFICER

S.A No. 576 of 2023

Between

K.P. Shaffique,
S/o. K.P. Babu,
Parakkatt House,
Feroke P.O.,
Kozhikode -673 631.

--- Applicant

And

1. The South Indian Bank Ltd.
G-1, Sruti Apartment-II,
Second Main Road,
Gandhi Nagar, Adyar,
Chennai – 600 020,
Represented by its Manager.

2. Authorized Officer,
The South Indian Bank Ltd.
Regional Office – Chennai,
No.14, Ground Floor,
Hameediya Centre,
Haddows Road,
Nungambakkam, Chennai,
Tamil Nadu – 600 006.

--- Defendants

This Securitization Application coming on 18.09.2025 for final hearing before me in the presence of Mr. P. Shrihari, Counsel appearing for the Applicant and Mr. Ananthu V. Lal, Advocate representing the Counsel on record for the Defendants and upon hearing arguments of learned Counsels for both the parties and upon perusing the material on records, this Tribunal delivered the following:

O R D E R

1. This Securitisation Application was filed on 05.10.2023 seeking to set aside Annexure-A2 demand notice, Annexure-A21 and A22 possession notices and Annexure-A25 Order and A26 notice issued by the Advocate Commissioner and to declare that the classification of loan accounts as Non-Performing Asset is illegal and to order restoration of the possession of all the properties described in Annexure-A2 demand notice and A21 and A22 possession notices and to order costs and compensation to the applicant.

2. The partnership firm under the name and style of M/s Hotel Royal at Kozhikode availed various credit facilities from the 1st defendant bank. The applicant stood as one of the guarantors to the said credit facilities. The partnership firm under the name and style of M/s Arenco Catering at Kozhikode also availed various credit facilities from the 1st defendant bank. The applicant who is one of the partners of the above firm stood as guarantor to the said credit facilities. According to the applicant, the aggregate amount of the aforesaid credit facilities availed by the aforesaid two partnership firms is Rs.20,45,49,000/-.

3. The aforesaid credit facilities availed by both the partnership firms has been secured by common collateral security of immovable properties as detailed in Annexure-A2 demand notice. The applicant is one of the mortgagors of item No.7 of the properties and is a co-owner of item No.6 and item No.7 of the properties as described in Annexure-A2 demand notice.

4. Due to default in repayment of the outstanding loan due, the loan accounts of the aforesaid two firms was classified as Non-performing Asset on 21.09.2022 and 19.09.2022. Annexure-A2 demand notice dated 12.01.2022 was issued to the applicant, the principal borrower and other guarantors calling upon them to repay the outstanding loan due within a period of 60 days from the date of receipt of the demand notice.

5. Demand notice was served to the applicant as evidenced from the perusal of Annexure-B1 postal receipt and B1(a) acknowledgment card. Annexure-B1 (b) copies of postal receipts, B1 (c) copies of acknowledgment cards evidences the service of demand notice to the parties 1, 2, 5, 7, 9 and 11 as mentioned in the demand notice. Since the demand notice sent to the parties 3, 4, 6, 8, 10, 12 to 15 were returned un-served, Demand notice was affixed on their properties as evidenced from perusal of Annexure-B1 (d) series photographs. Annexure-B1 (e), B1 (f), B1 (g) and B1 (h) copies of paper publications evidences the publication of the demand notice in The Hindu edition and Madhyamam edition (Kerala edition) and Dinamani and The New Indian Express edition (Chennai edition) and The Hindu edition and Madhyamam edition (Kerala edition) all are dated 16.06.2023.

6. Since the applicant failed to respond to the terms of the demand notice, the defendants issued Annexure-A21 possession notice dated 25.8.2023 for symbolically taking possession of the 6 items of the properties situated in Kozhikode district and Annexure-A22 possession notice dated 25.8.2023 for symbolically taking one item of the properties situated in Chennai District.

7. Thereafter, the defendants approached the Chief Judicial Magistrate Court, Kozhikode and filed Annexure-A23 application and A24 affidavit u/s 14 (1) of the SARFAESI Act 2002. Annexure-A25 order came to be passed on 09.10.2023 in CMP No.1921/2023 passed appointing Advocate Commissioner for taking physical possession of the secured asset. The Advocate Commissioner issued Annexure-A26 notice dated 13.10.2023 to the applicant, the principal borrower and other guarantors informing them that he would take physical possession of the secured asset from 21.10.2023 onwards. The applicant having aggrieved against the above measures, filed this S.A seeking for the reliefs stated supra.

8. The counsel appearing for the applicant submitted that Sec. 17 (1) of the SARFAESI Act 2002 explicitly provides that any person including borrower is an aggrieved person by any of the measures referred to in sub-section (4) of Sec.13 may make an application to DRT and that the applicant who is a partner in M/s Arenco Catering is a co-guarantor and that therefore enforcement measures not only affects his proprietary and his business interest but also his personal financial liability and that therefore, he falls within the term “any person aggrieved” u/s 17 (1) of the Act and that the SA is maintainable.

9. Counsel for the applicant submitted further that the classificaiotn of the loan account of the applicant as Non-Performing Asset must be borrower-wise and not facility-wise as per RBI master Circular on IRAC norms and that therefore, the classification of loan

account as Non-Performing Asset violates the borrower-wise rule and that wrongful classification of loan account as Non-Performing Asset is open to scrutiny u/s 17 (1) of the SARFAESI Act 2002.

10. The counsel for the applicant submitted further that the rate of interest, progressive total and no facility-wise reconciliation has not been mentioned in Annexure-A2 demand notice and that therefore Annexure-A2 is a vague demand notice and that the item No.2 and 7 of the secured assets mentioned in Annexure-A2 is agricultural lands and that therefore, these properties are exempted u/s 31 (i) of the SARFAESI Act 2002 and that possession notice was not published in two leading newspapers and that possession notice was published in Dinamani and Madhyamam editions which are not leading newspapers.

11. The counsel for the applicant submitted further that Annexure-A24 affidavit filed in CMP No.1921/2023 before the Chief Judicial Magistrate Court, Kozhikode is defective, since it does not disclose the correct aggregate amount and interest reconciliation and the status of encumbrances/tenants in the secured asset and service of notice, Non-Performing Asset classification and details of the secured asset and that the learned Chief Judicial Magistrate, Kozhikode failed to notice the aforesaid non-compliance and that the payment of Rs.13 Crores under OTS proposal was ignored by the 1st defendant bank and that the applicant may be permitted to pay the balance OTS amount and that the SA may be allowed as prayed for.

12. The counsel appearing for the defendants submitted that the original borrowers and the mortgagors of Item Nos.1 to 5 & 8 properties mentioned in Annexure – A2 demand notice have not joined with the applicant in filing this SA and that the applicant is not entitled to make any challenge in respect of the proceedings initiated against the aforesaid items of the properties and that therefore, this SA is not maintainable.

13. The counsel for the defendants submitted that the financial facilities were availed by two distinct partnership firms and that the partnership firms are separate partnerships comprised of totally different partners and that the account of M/s. Hotel Royal were classified as Non-Performing Asset on 21.09.2022 and the accounts of Arenco Catering were classified as Non-Performing Asset on 19.09.2022 and the accounts were classified as Non-Performing Asset borrower wise in accordance with the RBI guidelines on asset classification and that there is no illegality or irregularity in the classification of the loan accounts as Non-Performing Asset.

14. The counsel for the defendants submitted further that in Annexure – A2 demand notice the filing of OA, the details of the rate of

interest charged, interest on suit amount subsequent to filing of the OA till the issuance of the demand notice, penal interest charged and other legal charges in a tabular column has been mentioned and that the aggregate amount demanded and the amount claimed in each of the account is specifically mentioned in Annexure – A2 demand notice and that however, no such contentions were raised by the applicant in Annexure – A3 objection sent for the Annexure – A2 demand notice and that hence, the applicant is *estopped* from raising such contentions now, as laid down by the Hon'ble High Court of Kerala in ***AGP City Gas Pvt. Ltd. Vs. Lynux Properties and Developers & Ors.*** (2022) KHC 355.

15. The counsel for the defendants submitted further that in Annexure – A24 affidavit the aggregate amount outstanding in the account is clearly mentioned and that Annexure – A24 affidavit is in compliance with the statutory requirements of Section 14(1) of the SARFAESI Act 2002 and that the Hon'ble Supreme Court has held in C ***Bright Vs. District Collector & Ors.*** (MANU/SC/0845/2020) that Section 14 of the Act is not to be interpreted literally without considering the object and purpose of the Act and that if any other interpretation is placed upon the language of Section 14 it would be contrary to the purpose of the Act.

16. The counsel for the defendants also relied on the judgment of the Hon'ble High Court of Telegana delivered in ***Tulsi Rocks Pvt. Ltd. & ors. Vs. Bank of India & Ors.*** (MANU/TL/0034/209) submitting that substantial compliance of clauses (i) to (ix) of the Section 14 of the SARFAESI Act 2002 is sufficient. The properties proceeded which are the subject matter of this SA are under the jurisdiction of Chief Judicial Magistrate Court, Kozhikode who is competent to pass orders and with respect of the properties situated in the State of Tamilnadu, the defendants will file application under Section 14(1) of the SARFAESI Act before the competent Chief Judicial Magistrate Court in Tamilnadu. Hence, there is no illegality or irregularity in the measures initiated by the defendants.

17. The counsel for the defendants submitted further that Annexure–A19 proper reply was issued to Annexure – A18 and that Annexure – A20 OTS letter to settle at Rs.13 Crores over a period of time was not acceptable to the bank, since the amount quoted was very less compared to the outstanding and that therefore, SA may be dismissed with costs to the defendants.

18. In ***Manik Mehta Vs. UCO Bank & Ors.*** MANU/CG/0105/2017 cited by the counsel for the applicant in his argument notes, the Hon'ble High Court of Chhattisgarh at Bilaspur, after referring to the judgments rendered by the Hon'ble Supreme Court in ***Union Bank of India Vs. Satyawati Tondon & Ors.*** and ***Jagadish Singh Vs.***

Heeralal & Ors. held that it is nowhere provided, as has been interpreted by the DRAT in the impugned order, that when secured asset belongs to the guarantor, only the guarantor can prefer appeal and not the borrower. The Hon'ble Supreme Court has categorically held in ***Mardia Chemicals Ltd. Vs. Union of India*** (2004) (4) SCC 311 that "aggrieved person" includes guarantor, third party, mortgagor and anyone whose property is affected by Section 13(4) action.

19. In the present case, though the applicant is not only a partner in M/s. Arenco Catering but also co-guarantor for the credit facilities availed by the said firm. Measures has been initiated by the defendants against the aforesaid partnership firm. Therefore, the applicant being an aggrieved person is entitled to challenge the measures initiated by the defendants under Section 13(4) of the SARFAESI Act 2002. Hence, the SA filed by the applicant is maintainable.

20. It cannot be disputed that M/s. Arenco Catering and M/s. Hotel Royal are two distinct and separate partnership firms and partners of the said firms are also different. A perusal of Annexure – A2 demand notice shows that the loan accounts of M/s. Hotel Royal were classified as Non-Performing Asset on 21.09.2022 and the accounts of M/s. Arenco Catering were classified as Non-Performing Asset on 19.09.2022. Therefore, the loan accounts of both the partnership firms were classified facility wise and the loan accounts cannot be classified by borrower wise as submitted by the counsel for the applicant.

21. In Page No.4 of Annexure – A2 demand notice a column is provided giving the details of filing of the OA and the details of rate of interest charged, interest on OA claim amount subsequent to its filing till the issuance of demand notice, penal interest charged and other legal charges. A perusal of Annexure – A2 does not indicate inclusion of post Non-Performing Asset interest in the loan accounts as submitted by the counsel for the applicant.

22. In Annexure – A2 demand notice, the date of issuance of the notice is mentioned as 12.01.2022 instead of 12.01.2023. Therefore, the defendants issued Annexure-A17 corrigendum stating that the date 12.01.2022 has been wrongly mentioned instead of 12.01.2023 in the first page of the demand notice and that the date may be read and corrected as 12.01.2023. No prejudice would have been caused to the applicant and other borrowers and guarantors due to wrong mentioning of the date in the demand notice by inadvertent mistake. The aggregate amount demanded and the amount claimed in each of the account is specifically mentioned. This Tribunal does not find violation of any RBI Guidelines or IRAC Norms in respect of

classification of the loan accounts of both the partnership firms as Non-Performing Asset. Be that as it may, a perusal of Annexure – A3 objection sent by the applicant for the Annexure – A2 demand notice, the aforesaid contentions were not raised; hence, the applicant is *estopped* from raising such contentions now, as laid down by the Hon'ble High Court of Kerala in ***AGP City Gas Pvt. Ltd. Vs. Lynux Properties and Developers & Ors. (2022) KHC 355***.

23. The defendants have produced Annexures – B2 & B2(a) copies of paper publications and Annexures – B3 and B4 copies of postal receipts and Annexures – B5 and B5(a) copies of photographs in order to prove their contention that possession notice was published in the New Indian Express dated 31.08.2023 and Mathrubhumi Edition dated 31.08.2023 and that the possession notice was served to the applicant, other borrowers and guarantors and that possession notice was affixed on the conspicuous part of the Item Nos.6 & 7 of the secured assets as mentioned in Annexure – A2 demand notice.

24. It cannot be disputed that The New Indian Express edition and Mathrubhumi edition are leading newspapers. Therefore, the contention of the applicant that possession notices were not published in two leading newspapers and that Rule 8 (2) of the Security Interest (Enforcement) Rules 2002 was not complied with is absolutely incorrect. Be that as it may, Annexure-B2 and B2(a) possession notices were published as early as on 03.01.2023. The applicant did not file the SA challenging the above possession notices within the stipulated period. Therefore, the challenge made by the applicant in respect of the possession notices after filing this S.A on 05.10.2023 is not sustainable. No documents has been produced by the applicant to prove his contention that item Nos.2 and 7 of the secured assets mentioned in Annexure-A2 are agricultural lands.

25. A perusal of Annexure-A24 affidavit shows that the affidavit was filed by the Chief Manager working in the Regional office of South Indian Bank Ltd. Kozhikode who has been appointed as the Authorized Officer to file the affidavit. The statutory requirements such as, the details of various credit facilities availed by both the partnership firms upon creation of equitable mortgage over the properties belonging to respondents 2, 5, 7 to 15 by deposit of title deeds in favour of the secured creditor, default in repayment of the outstanding loan due, the date of classification of the loan account as Non-Performing Asset, issuance of demand notice to the borrowers/ guarantors, submission of objection to the demand notice and sending reply to the demand notice, the secured assets having been free of any lease under valid lease deed prior to creation of mortgage over the properties, existence of valid security interest over the properties, registration of the security interest over the secured assets with Central Registry has been furnished However, the total outstanding

amount as on the date of filing of the affidavit is not specifically stated in Annexure-A24 affidavit. Instead it is stated as follows.

> "The respondents are jointly and severally liable to pay an amount of Rs.21,27,41,672.28 as per the O.A. filed before the DRT-III Chennai with future interest and expenses of the proceedings."

There is no specific averment in the affidavit as to whether the aforesaid total outstanding amount is pertaining to the loan accounts of both the partnership firms or the loan accounts of one of the partnership firms. However, it is evident that the total aggregate outstanding amount for both the loan accounts of the partnership firms has been omitted to be stated in the affidavit. Further, it is also not specifically stated in the affidavit that the aforesaid outstanding amount is on the date of filing of the affidavit. Instead, it is stated that the above outstanding amount is as per the Original Application filed before the DRT-III, Chennai. Annexure-A24 affidavit was filed on 06.12.2023. Even the above date is not mentioned as the date for the outstanding amount. Therefore, it is clearly established that Clause (i) to the first proviso of Sec. 14 (1) of the SARFAESI Act 2002 in respect of filing of Annexure-A24 affidavit in CMP No.193/2023 has not been complied with. A perusal of Annexure-A25 order shows that the learned Chief Judicial Magistrate, Kozhikode failed to note the above non-compliance of Clause (i) to the first proviso of Sec.14(1) of the SARFAESI Act 2002. Hence it is evident that Annexure-A25 order has been passed without total application of mind by the learned Chief Judicial Magistrate, Kozhikode.

26. The counsel appearing for the defendants submitted in his written argument note that in **Annexure-A24 affidavit the aggregate amount outstanding in the account is clearly stated as Rs.21,27,41,672.28 as per the Original Applicaiotn filed by the applicant bank before the DRT-III, Chennai** and that the Hon'ble Supreme Court has held in **C *Bright Vs. District Collector & Ors.*** (MANU/SC/0845/2020) that Sec. 14 of the Act is not to be interpreted literally without considering the object and purpose of the Act and that if any interpretation is placed upon the language of Sec.14 it would be contrary to the purpose of the Act. He also relied on the judgment of High Court of Telungana delivered in ***Tulsi Rocks Pvt. Ltd. & ors. Vs. Bank of India & Ors.*** (MANU/TL/0034/209) submitting that substantial compliance of Clauses (i) to (ix) of Sec.14 of the SARFAESI Act 2002 is very well sufficient.

27. This Tribunal having perused the dictum laid down in the aforesaid cases finds that the Debts Recovery Tribunal has to consider as to whether there is substantial compliance of the statutory requirements of Clause (i) to (ix) to the first proviso of Section 14 (1) of

the SARFAESI Act 2002. Though in the present case, all other statutory requirements in Annexure-A24 has been substantially complied with, the different outstanding amount as on the date of filing of Original Application before the DRT-III, Chennai has been stated and there is an omission to mention the outstanding amount as on the date of filing of the affidavit. Hence, graver prejudice would have caused to the applicant. If the learned Chief Judicial Magistrate, Kozhikode had noticed the above non-compliance of the statutory requirements and wrongly mentioning the outstanding amount, he would not have passed Annexure-A25 order appointing Advocate Commissioner to take physical possession of the secured asset.

28. Therefore, Annexure-A25 order suffers from infirmity and illegality for the reasons stated above and as such Annexure-A25 order is liable to be set aside.

29. In view of the foregoing reasons and discussions, this Tribunal holds that there is no procedural irregularity or violation of any of the provisions of SARFAESI Act 2002 and the Rules made there under in respect of classification of loan accounts of the applicant as Non-Performing Asset, issuance of Annexure-A2 demand notice and Annexure-A21 and A22 possession notices and that however, Annexure-A23 application, Annexure-A24 affidavit, Annexure-A25 order and Annexure-A26 notice issued by the Advocate Commissioner for taking physical possession of the secured asset are liable to be set aside.

30. In the result, the SA No.576 of 2023 stands partly allowed in respect of the relief of setting aside Annexure-A23 application, Annexure-A24 affidavit, Annexure-A25 order and Annexure-A26 notice issued by the Advocate Commissioner for taking physical possession of the secured asset and SA No.576 of 2023 stands partly dismissed in respect of the relief for setting aside Annexure-A2 demand notice and Annexure-A21 and A22 possession notices and for declaration of classification of loan accounts as Non-Performing Asset is illegal.

31. However, it is made clear that there shall be no bar for the defendants to approach the Chief Judicial Magistrate Court, Kozhikode again to file fresh application and affidavit under Sec.14 (1) of the SARFAESI Act 2002 for appropriate relief.

However, there shall be no order as to costs.

Dictated to Steno, taken down, transcribed, typed by him, corrected and pronounced by me in the open court on this the 16th day of June, 2026.

(Su. WILLYAHM)
PRESIDING OFFICER

Mj/

List of documents filed by the Applicant along with the S.A.

Sl. No.	Date	Particulars	
1.	19.11.2021	True copy of Govt. Order evidencing the restoration of catering services issued by the Railway Board.	Annexure-A1
2.	12.01.2022	True copy of demand notice issued by the 2nd defendant.	Annexure-A2
3.	---	True copy of statement of account relating to A/c No.0509081000000028 maintained by the 1st defendant	Annexure-A3
4.	---	True copy of statement of account relating to A/c No.0509652000000463 maintained by the 1st defendant	Annexure-A4
5.	---	True copy of statement of account relating to A/c No.0509652000000464 maintained by the 1st defendant	Annexure-A5
6.	---	True copy of statement of account relating to A/c No.0509652000000465 maintained by the 1st defendant	Annexure-A6
7.	---	True copy of statement of account relating to A/c No.0509656000000008 maintained by the 1st defendant	Annexure-A7
8.	---	True copy of statement of account relating to A/c No.0509081000000030 maintained by the 1st defendant	Annexure-A8
9.	---	True copy of statement of account relating to A/c No.0509652000000503 maintained by the 1st defendant	Annexure-A9
10.	---	True copy of statement of account relating to A/c No.0509652000000504 maintained by the 1st defendant	Annexure-A10
11.	---	True copy of statement of account relating to A/c No.0509652000000476 maintained by the 1st defendant	Annexure-A11
12.	---	True copy of statement of account relating to A/c No.0509652000000016 maintained by the 1st defendant	Annexure-A12
13.	---	True copy of statement of account relating to A/c No.0509652000000472 maintained by the 1st defendant	Annexure-A13
14.	---	True copy of statement of account relating to A/c No.0509652000000485 maintained by the 1st defendant	Annexure-A14

15.	30.01.2023	True Copy of letter issued by the applicant to the 1st defendant by RPAD on 31.01.2023.	Annexure-A15
16.	09.02.2023	True copy of the reply received from 2nd defendant..	Annexure-A16
17.	20.02.2023	True copy of corrigendum notice issued by the 2nd defendant	Annexure-A17
18.	15.03.2023	True copy of objections/representation from applicant and other parties to the credit facilities.	Annexure-A18
19.	27.03.2023	True copy of the reply issued by the 2nd defendant.	Annexure-A19
20.	22.08.2023	True copy of OTS letter issued by the applicant to the 1st defendant.	Annexure-A20
21.	25.08.2023	True copy of possession notice issued by 2nd defendant Authorized Officer in taking possession of 6 items of properties situates in Kozhikode District	Annexure-A21
22.	25.08.2023	True copy of possession notice issued by 2nd defendant Authorized Officer in taking possession of one items of property situate in Chennai Central District.	Annexure-A22
23.	---	Certified copy of application numbered as CMP No.1921/2023 on the file of Chief Judicial Magistrate Court, Kozhikode.	Annexure-A23
24.	---	Certified copy of affidavit in CMP No.1921/2023 on the file of Chief Judicial Magistrate Court, Kozhikode.	Annexure-A24
25.	09.10.2023	Certified copy of order in CMP No.1921/2023 on the file of Chief Judicial Magistrate Court, Kozhikode.	Annexure-A25
26.	13.10.2023	True copy of notice issued by the Advocate Commissioner in CMP No.1921/2023 on the file of Chief Judicial Magistrate Court, Kozhikode.	Annexure-A26
27.	---	True copy of relevant pages of 66th Annual Report, Vol.II of Registrar of Newspapers for India, Ministry of Information & Broadcasting Govt. of India.	Annexure-A27

List of documents filed by the defendants along with the written statement

Sl. No.	Date	Particulars	
1.	---	Postal receipt evidencing the issuance of Sec.13(2) notice to the applicant.	Annexure-B1
2.	---	Acknowledgment card evidencing the receipt of Sec.13(2) notice by the applicant.	Annexure-B1(a)
3.	---	Postal receipts evidencing issuance of Sec.13(2) notice on all the other borrowers and guarantors.	Annexure-B1(b)
4.	---	Acknowledgment cards evidencing the receipt of Sec.13 (2) notice by the party Nos.1,2,5,7,9 and 11.	Annexure-B1(c)
5.	---	Photographs evidencing affixture of Sec.13(2) notice in respect of party Nos.3, 4, 6, 8, 10, 12 to 15 (9 Nos)	Annexure-B1(d)
6.	16.06.2023	Paper publication made in Tamil daily "Dinamani".	Annexure-B1(e)
7.	16.06.2023	Paper publication made in "New Indian Express, Chennai edition.	Annexure-B1(f)
8.	16.06.2023	Paper publication made in "The Hindu" daily Kerala edition.	Annexure-B1(g)
9.	16.06.2023	Paper publication made in "Madhyamam " daily Kerala edition.	Annexure-B1(h)
10.	31.08.2023	Paper publication made in the New Indian Express daily in English, the six items of properties in Kozhikode, Kerala State.	Annexure-B2
11.	31.08.2023	Paper publication made in the Mathrubhoomi daily, the six items of properties in Kozhikode, Kerala State	Annexure-B2(a)
12.	---	Postal receipts evidencing the issuance of the possession notice to the applicant.	Annexure-B3
13.	---	Postal receipts evidencing the sending of the possession notice to the other borrowers and guarantors.	Annexure-B4
14.	---	Photographs evidencing the affixture made in respect of the applicant's one item of the property of which he is the owner (**Item 6 in Sec.13(2) notice)**	Annexure-B5

15.	---	Photographs evidencing the affixture made in respect of the applicant's one item of the property of which he is the owner (**Item 7 in Sec.13(2) notice)**	Annexure-B5(a)

(Su. WILLYAHM)
PRESIDING OFFICER

Mj/