



**THE INDIAN OFFICERS' ASSOCIATION**  
No.69, Thiru-Vi-Ka.High Road, Royapettah, Chennai-600 014.

**PROCEEDINGS OF THE GENERAL SECRETARY I/C**  
**INDIAN OFFICERS' ASSOCIATION, CHENNAI.**

**PRESENT: THIRU R S SHRINIVASAN, M.A., B.L.**

**C. No. 1253/IOA/FFC/2019**

**Dated: 26/07.2021**

**Sub:** Indian Officers' Association – Prof. P.Kadhirvel, L.M. No 310 Order of Termination from the IOA Life Membership - Issued

**Ref:** (1) Resolution No 20 of The EC Meeting conducted on 04-11-2019.  
(2) Resolution (Agenda)- No 30 passed in the General Body Meeting conducted on 26-01-2021.  
(3) Resolution No 16-passed in the E C Meeting dated 29-02-2020.

1. During the year 03-10-2015 to 02-10-2017 The Indian Officers Association, administration was functioning with R.Paranjothi L.M.No.1539 as General Secretary. During the said period irregularities in the day today administration was reported. Hence as per the letter No 07-2018,dated 31-01-18, a Fact-Finding Committee, herein after referred to as FFC, was constituted, based on the resolution of the EC Meetings held on 28-10-2017,

- 1.1. To find out the persons responsible and accountable for the financial irregularities and loss of revenue, pointed out in the special report of the statutory Auditor of IOA dated 14-09-2017,
- 1.2. as well as other irregularities and
- 1.3. To fix the accountability on the concerned persons responsible for those irregularities.
- 1.4. The Fact-Finding Committee was also asked to give recommendations and suggestions for improvement of administration of IOA.

2. The following were members of the Fact-Finding Committee:

- 2.1. Tr. N. Ramanathan, IAS (R)
- 2.2. Tr. Barathi, District Judge, Retd.
- 2.3. Tr. J. Muali, Chartered Accountant.

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3. The above Fact-Finding Committee submitted its report dated 25-07-2018, which was received at IOA office on 28-07-2018 in C No 644/ dated 28-07-2018.
  - 3.1. The Committee gave ten suggestions in its report but did not fix accountability with anybody for the serious financial irregularities pointed out by the statutory auditor in his report dated 14-09-2017, as required by the terms of the references of the Fact-Finding Committee.
  - 3.2. As per the resolution 7 (d) of the EC Meeting dated 15-08-2018, the executive committee decided that the report is fractured and innocuous displaying soft peddling by the members of the committee towards probable wrong doers and rejected the report of the above FFC (report dated 25-07-2018) as it was silent on many vital issues, such as fixing the person responsible for the serious irregularities pointed out in the report and resolved to form a fresh Fact Finding Committee to fix the persons responsible and accountable for the irregularities during the period 2015-2017.
4. As per the resolution No 8 dated 25-08-2018 of the EC Meeting, a fresh Fact-Finding Committee, comprising of the following two members was constituted.
  - 4.1. Dr. SSP. Darwesh, Addl. Sessions Judge, (Retd)
  - 4.2. Thiru. A. Sankaralingam, Addl. Director, Tamil Nadu Sugar Corporation.
  - 4.3. Dr. SSP Darwesh, has withdrawn himself from the above committee, based on his health ground.
  - 4.4. Therefore, as per the resolution No 8, of the EC Meeting dated held on 12-03-19, Tr. K. Anbalagan, District Judge (R), was appointed in the place of Dr. SSP Darwesh for the above FFC.
  - 4.5. The above committee made a detailed study of the statutory auditor's report with relevant records and submitted its report dated 22-08-2019.
5. It is worth to point out that, the main allegation relates to allowing the cases against M/s Modfurn, M/s Jayabartham to get dismissed for default due to settlement out of court (at the stage of cases was final hearing).
6. As per the EC Meeting Agenda / resolution No 5 dated 12-09-2019, the copy of the fact-finding committee report dated 22-08-2019 was circulated to all the Life Members of Indian Officers Association (IOA) with a request to come prepared for discussion in the General Body Meeting on 02-10-2019
7. As per the resolution No 20 of the EC Meeting dated 04-11-2019, it was resolved to authorize the President and General Secretary of IOA, to examine the report of the Fact-Finding Report dated 22-08-2019 and scrutinize all connected and relevant records and then decide the further course of action and inform the EC in due course.
8. The General Secretary of IOA, after examining the Fact-Finding Report, had issued a letter (No IOA/FFC/2019-1) dated 28-11-2019, to you, enclosing copies of the documents, calling for your explanation, on the allegations against you, within a period of fifteen days from the date of receipt of the above letter.

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9. Your reply letter dated 13-12-2019, was received at IOA office in C. No 2154 dated 17-12-2019. In your reply, you have taken the following two defence points. But you have safely chosen to keep silent about the letter dated 30-05-2016 authorising you to conduct the above said court cases. The two points that you have raised in your reply are,
- 9.1. Two Fact Finding Committees were already appointed, and both the committees, have presented reports, exonerating you and others, from all the allegations reported against them and it was further alleged that this third committee was constituted illegally and against the principles of natural justice.
- 9.2. Copy of all the documents perused by the Fact-Finding Committee, 11 documents mentioned in the 6th paragraph and two documents mentioned in the 7th paragraph of your letter dated 13-12-2019, subsequent withdrawal of case as out of court settlement may be furnished to give your explanation.
10. In view of the positions stated (9.1 above) that you were exonerated by both the FFC report is false and baseless.
- 10.1. Even the first Fact finding committee in its report dated 25-07-2018 raised apprehensions about the cases against Ms/ Modfurn having been dismissed for default/settlement out of court. The same committee has also pointed out the non-availability of the authority under which the counsel has apprised the court to withdraw the cases against M/s Modfurn and M/s Jaybaratham
- 10.2. I would like to draw your attention to the Minutes of 110<sup>th</sup> Annual General Body meeting dated 02-10-2017 wherein the President of the Association during the said time writes as below  
"..civil suits were withdrawn from the court without the knowledge of the EC. The worst was that the civil suits were withdrawn out of court settlement".
- 10.3. Further you were served with a Lr No IOA/Court Cases/2019-1 dated 13-12-2019, requesting you to furnish the details / documents, based on which all the cases were allowed to be disposed of in the court of law
- 10.4. Till date you have not at all replied for the above letter, which proves that you have nothing to offer any reasonable reply.
- 10.5. Further a copy of the letter sent to the Advocate SVK Thambi, who was also asked to furnish the details, on what basis the above cases were permitted to be disposed off, was also sent to you for your reference. Unfortunately, the advocate has not responded, in spite of the fact that the administration of IOA informing him that the matter will be taken up with bar council.
11. In response to your second point (9.2 above) mentioned in your reply dated 13-12-2019, then General Secretary, has sent a letter to you in No IOA/FFC/2019-3- dated 17-12-2019, informing that all the records required by you could not be furnished, due to administrative reasons and you were informed that all the records required by you, would be kept at the IOA Committee hall for your perusal and to take copies, if required, in the presence of Tr. L. Singaravelan, then Honorary Warden of IOA, during the office hours of IOA, on any working day on or before 23-12-2019.

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- 11.1. It is on record that as per your reply letter dated 25-12-19, you have not utilized the opportunities provided to you to peruse the required records and stuck to your earlier stand with the ulterior motive of making it difficult for the administration and with the sinister intention of evading any response.
12. As per the resolution No 16 of the Executive Committee Meeting dated 29-02-2020, minutes of which EC meeting was signed by then President of IOA Justice Jeyapaul, who presided that EC Meeting, it was resolved to request the General Secretary to initiate action under clause 11 (V) of the Bye-Laws of IOA against you, viz, Tr. P. Kadirvel for not conducting the court cases against Modfurn and Jayabharatham in a proper way to protect the interest of IOA as you had allowed the tenant to escape from the clutches of law which resulted in a financial loss of Rs.6,22,68,474 as on 29.08.2017 to The Indian Officers Association.
13. Further a letter in confidential File No 1253/IOA/2020 dated 21-12-2020 was sent by registered post with acknowledgement card, enclosing necessary copy of the documents, and you were called upon to offer your explanations within 14 days from the date of receipt, that why your life membership No 310 of IOA should not be cancelled and why your name should not be removed from the list of Life Members of IOA, as you have acted against the interest of the IOA, as explained supra.
- 13.1. This was received by you, as per the acknowledgement card. But, as in the previous occasions, you have maintained disdainful silence, brushing aside the opportunity and failed to provide any reply till date, which proves that you have nothing to offer any reasonable reply.
14. In fine, the allegations reported against you are examined with reference to records available. M/S.Modfurn Systems India (Pvt) Ltd., and M/S.Jayabharatham Furniture and Appliances Private Ltd., are the major tenants in the Justice Pratap Singh Building Shopping Complex owned by Indian Officers' Association (I.O.A).
- 14.1. IOA had filed cases against the above tenants and as per the statutory Auditor of IOA dated 14-09-2017, the stage of cases on 31-03-2017 was final hearing.
- 14.2. There was a dispute in respect of revision of rent for the shops since July 2008. It was settled when the above tenants accepted the revised rent and agreed to pay arrears vide their letter dated 26.08.2015 subject to certain conditions. This was placed in the Executive Committee Meeting held on 29.08.2015 under the Presidentship of Thiru.K.Allaudin I.A.S. The Executive Committee resolved to accept the conditions put forth by the tenants for settling the rental arrears and to sign new rental agreement with them with fresh conditions. The concerned resolution is extracted below.

*\*Report on the negotiation regarding the tenant,*

*M/SModfurn Systems (India) Pvt Ltd., was read out by the President. The Executive Committee held deliberations and noted that further delay in settlement would continue to affect the interest of the Indian Officers' Association. General Secretary and few*

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members pointed out that the earlier offer received was better but Executive Committee noted that since we did not accept the earlier offer and the arrears eligible for discount could be restricted to the position upto September 2014, the offer could be accepted subject to certain conditions. Accordingly, the Executive Committee decided to accept the offer subject to the following conditions"

The date of new agreement shall be effective from 01<sup>st</sup> September 2014 as was communicated earlier. Rent will be Rs.40/- and Rs.30/- per Sq.ft in respect of the Ground Floor and First Floor respectively with effect from original date of revision and the rent will be Rs.25/- per Sq.ft. for the entire area in the Second Floor based on joint measurement of the area therein.

- a. The maintenance charges will be Rs.1.20 per Sq.ft in respect of the Ground and First Floor and Rs.0.90 (paise) per sq.ft. in respect of Second Floor.
- b. As regards arrears due till 31/08/2015, the same will be paid as follows:
  - i) 20% discount will be allowed on the total arrears as in the case of other similarly placed tenants as per E.C. decision upto August 2014 on the tenant will not be eligible for 20% discount on the rental arrears due after 01<sup>st</sup> September 2014 and the arrears have to be paid in full without discount.
  - ii) Payment of arrears of Rs.150 lakhs during 2015-2016 shall be made as shown below:
    - a) Rs.100 lakhs at the time of signing the agreement.
    - b) Additional amount of Rs.25 lakhs during to be paid within 3 months from the date of agreement.
    - c) Further amount of Rs.25 lakhs to be paid within six months from the date of agreement and from the Second year onwards Rs.150 lakhs will be paid towards arrears every year till the full amount is settled.
  - iii) Rental agreement may be prepared and executed in consultation with an advocate specialised in such matters indicating clearly the amount of arrears and the schedule of payment of arrears and also setting out the other terms and conditions.

The above conditions will be applicable to M/S.Jayabharatham Furniture and Appliance Private Ltd.

15. The term of the Office bearers ended on 01-10-2015 and hence the new rental agreement with revised conditions could not be executed by them with the above tenants.

16. The newly elected office bearers took charge of the Association under the Presidentship of Thiru.P.R.Sampath from 02<sup>nd</sup> October 2015 with Thiru.R.Paranjothi L.M.No.1539 as General Secretary.

- 16.1. During their tenure, Thiru.R.Paranjothi L.M.No.1539 as General Secretary, brushed aside the decisions of the Executive Committee taken on 29-08-2015 and permitted to execute rental agreements with the tenants without consulting an

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advocate and without incorporating the terms and conditions for payment of rental arrears for which you were a witness.

17. The tenants had in fact submitted 5 rental agreements for the entire area of 35415 Sq.ft duly signed by Thiru.E.Rajendran, Director for both the firms and his witness Thiru.T.Vedachalam on 01-03-2016.
18. Out of the 5 rental agreements put forth by tenants on 01.03.2016,
  - 18.1. Only three agreements as below were signed on 01.03.2016 by General Secretary Thiru.R.Paranjothi L.M.No.1539 as Lessor and yourself (Thiru.P.Kadhirvel L.M.No.310) who was authorised to handle court cases of IOA, as witness
    - 18.1.1. Ground Floor measuring 5,629 Sq.ft
    - 18.1.2. First Floor measuring 5,745 Sq.ft
    - 18.1.3. First Floor portion measuring 1,099 Sq.ft
  - 18.2. Other two rental agreements as below remained unsigned
    - 18.2.1. Second floor measuring 17,253 Sq.feet let out to M/S.Jayabharatham Furniture and Appliance Private Ltd.,
    - 18.2.2. And further 5,689 Sq.feet in second floor let out to M/S.Modfurn Systems India (Pvt) Ltd., aggregating to 22942 Sq.feet.
    - 18.2.3. The non-execution of the above two rental agreements for the second floor resulted in vacating a large area of 15760 Sq.ft by the tenants without settling the huge rental arrears.
19. The total rental arrears payable by both the tenants was ₹ 6,22,68,474/- (Six crores +) as on 29.08.2017. It is clearly established that you have conspired along with others and dishonestly helped the above tenants and wantonly withheld signing of the above referred two rental agreements relating to 2<sup>nd</sup> floor with a malafide intention of securing unlawful gain from the mischievous tenants and causing irreparable financial loss to the institution and thereby committed criminal breach of trust and conducted yourself against the interest of the IOA.
20. Further, all suits filed against the tenants were fraudulently withdrawn or allowed to be dismissed for default by you as detailed below:
  - 20.1. O.S.No.5969 of 2010 filed by the IOA against the Modfurn Systems India Private Limited for recovery of possession for default on 16.03.2016.
  - 20.2. O.S.No.6087 of 2010 filed by the IOA against the Jayabharatham seeking recovery of possession before the V Assistant Judge of Madras, was dismissed for default.
  - 20.3. O.S.No.7599 of 2011 filed by the IOA against the Modfurn for recovery of vacant possession before the III Additional Judge of Madras, was withdrawn as settled out of court.
  - 20.4. C.S.No.628 of 2012, C.S.No 719 of 2010 and C.S.No of 720 of 2010 filed by the IOA against Modfurn for recovery of possession/withdrawn as settled out of court.
  - 20.5. C.S.No.534 of 2011 filed by the IOA against Modfurn for recovery of arrears of rent before High Court of Madras, was withdrawn as settled out of court.

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20.6 Q.S.No. 4689 of 2011 filed by the complaint against Jayabharatham for recovery of arrears of rent the V Assistant Judge of Madras, was dismissed for default.

21. It is to be noted, in the last but one paragraph in the third irregularity, in the Fact Finding Committee Report, it is clearly mentioned as 'One Kadirvel is reported to be dealing the court cases and tendering evidence'. The allegation relates to withdrawal of the above cases against the tenants Modfurnand Jayabaratham

22. Further, it is on record that a letter dated 30.05.2016, was issued by the then General Secretary, Tr. R. Paranjothi, LM No. 1539, to you informing that as per the Resolution No. 20 of the EC Meeting conducted on 28.05.2016, it was resolved to nominate you to attend, give evidence and conduct the cases on behalf of IOA before the Court in Modfurn and Jayabaratham cases and arbitration cases, since you had already filed proof affidavit in chief on behalf of IOA.

23. From the above, it is proved the above suits were withdrawn/ dismissed as settled out of Court, only based on the specific endorsements made by the said counsel in the court records, on the instructions given by the then General Secretary Thiru R. Paranjothi and you, who was authorised to handle Court cases of IOA.

23.1 There is no EC resolution authoring withdrawal of these cases

23.2 No effort was taken by you to file set aside petition to restore the cases dismissed for default.

24. Thus it is proved that you have shown undue favouritism to Thiru E. Rajendran, Director, M/s. Modfurn Systems India (Pvt.) Ltd., and M/s. Jayabaratham Furniture and Appliance Private Ltd., and thereby wilfully and maliciously injured the property of the Association whereby the funds of the registered society was wantonly exposed to heavy loss to the tune of Rs. 6,22,68,474/- (Six crores +) on 29.08.2017 and thus conducted yourself against the interest of IOA

25. The arbitration in respect of M/s. Swarooba Engineering Construction Company was decided in their favour and a final award was passed in the company's favour. An appeal has been filed by the Indian Officers Association, but was not actively followed. The appeal was dismissed ex parte on 01.11.2016. No action was taken to set aside the ex parte order and the company had filed an Execution Petition to implement the award. The orders of Execution Petition will be given only after due notice, but in this case the serving of notice remains a mystery. Your callous and negligent act along with the then General Secretary of the Association has resulted in freezing of bank account of IOA, which has never been heard of in the history of the Association. This is a another incident which proves your disregard to the welfare and reputation of the Association.

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26. Therefore, it is proved charges that you have consciously acted against the interests of the Indian Officers' Association in the capacity of specially nominated member to attend, give evidence and conduct the cases on behalf of IOA before the Court in Modfurn and Jayabarathm cases and arbitration cases

27. 'Audi Alteram Partem' has been the watchword and you were provided with sufficient opportunities to peruse the records and explain your position relating to the civil suits dismissed for default/ dismissed as settled out of Court, which have all been withered away by you with full knowledge of the consequences.

28. For the proved charges of your acts against the interests of the Indian Officers' Association, in accordance with the resolution 6 passed by the Executive Committee at its meeting on 31.12.2020, invoking the provision under Clause 11(v) of the Bye-Laws of Indian Officers' Association, the Life Membership of Prof P. Kadhivel, bearing no. 310 stands cancelled forthwith and as a result Prof P. Kadhivel ceases to be a member of Indian Officers' Association henceforth.

29. Kindly return immediately the duplicate of this order after proper acknowledgement.

*P. Senthil Kumar*  
General Secretary i/c  
Joint Secretary  
Indian Officers' Association  
Chennai - 600 014

26/7/2021

.To

Prof. P. Kadhivel  
New No 36/5, Old No 8/5  
4th Cross Street  
Trustpuram, Kodambakkam  
Chennai - 600 024 (in duplicate)

Copy to the President i/c, Indian Officers' Association, Royapettah, Chennai - 600 014 for favour of information and to place before the ensuing General Body Meeting.