

TIN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :23.02.2015

CORAM

THE HONOURABLE MRS. JUSTICE S.VIMALA

C.S.No.564 of 2014

Dr.Preetha Arun ... Plaintiff

...Vs...

Mrs.Erum Ali ... Defendant

PRAYER: Plaint under Order IV, Rule 1 of the Original Side Rules and Order VII Rule 1 of O.S.Rules read with Order VII Rule 1 of C.P.C. Praying to pass a judgment and decree against the defendant (i) to pay a sum of Rs.35,99,060/- (Rupees Thirty Five Lakhs Ninety Nine thousand sixty only) to the Plaintiff together with interest @ 12% per annum from the date of plaint till the date of realisation and to pay the costs of this suit.

For Plaintiff : Mr.N.Kanthimathi

JUDGMENT

The suit has been filed by the Plaintiff claiming a sum of Rs.35,99,060/- towards damages caused by the defendant, who was a tenant of the premises belonging to the plaintiff. The details of the claim made by the

plaintiff are as follows:

Claim towards arrears of fair rent : Rs.26,31,455.00

Claim towards damages caused by the
defendant to the interiors and accessories
taken away by her from the tenancy shops:
Rs. 9,00,000.00

Claim towards amount spent to dispose the
waste rags and articles left by the Defendant
in the tenancy Shops :Rs. 50,000.00

Claim towards electricity consumption charges
and reconnection charges paid to the Electricity
board for electricity consumed
by the defendant : Rs. 17,605.00

Rs. 35,99,060.00

2. The Plaintiff took out Execution Proceedings against the defendant/respondent and the defendant handed over the keys to the plaintiff in the Court through Ex.P9-Memo. The Plaintiff has filed the objections to the Memo filed by the counsel for the defendant in the execution proceedings, pointing out the damages caused by the defendant in the rented premises and the details runs as under:

(i) Glass door in the main entrance of the petition premises is shaking and floor springs have become weaken.

- (ii) Chandelier has been taken away by the Respondent.
- (iii) Split Air Conditioner and window Air Conditioner near spiral stair case are also been taken away by the Respondent.
- (iv) Light fittings have been totally removed.
- (v) Wiring points are totally damaged.
- (vi) Main distribution board to cover fully damaged.
- (vii) Electrical wiring fully damaged and rewiring has to be done.
- (viii) Metal spiral staircase steps have been fully spoiled.
- (ix) Mezzanine floor vinyl flooring has been fully damaged.
- (x) Toilet constructed by the Landlord has been fully damaged and the sanitary wares are in leaking condition.

Apart from that, Photographs have been filed to show that the rental premises was badly damaged by the defendant. Ex.P14 to Ex.P22 are the receipts for the amounts spent towards repairs. Hence, the plaintiff has established his claim for damages.

3. The defendant despite service of notice, did not come forward to contest the proceedings and therefore the learned Master has recorded the evidence on the side of the Plaintiff. From the evidence adduced this Court has to decide as to whether the plaintiff is entitled to

the amount of damages as claimed in the Plaint.

3.1. The defendant had been paying contractual rent upto 31.12.2012. Therefore, the plaintiff has claimed the difference between the contractual rent and fair from 19.01.2009 to 31.12.2012, totaling Rs.21,95,279/-. For the total default in payment of rent has been claimed at the rate of Rs.66,095/- per month totalling Rs.6,16,176/-(for the period from 01.1.2013 to 10.10.2013). Deducting a sum of Rs.1,80,000/- towards security deposit which had been paid by the defendant, the balance is claimed at Rs.26,31,455/-. Towards damages done by the defendant, a sum of Rs.9,00,000/- has been claimed.

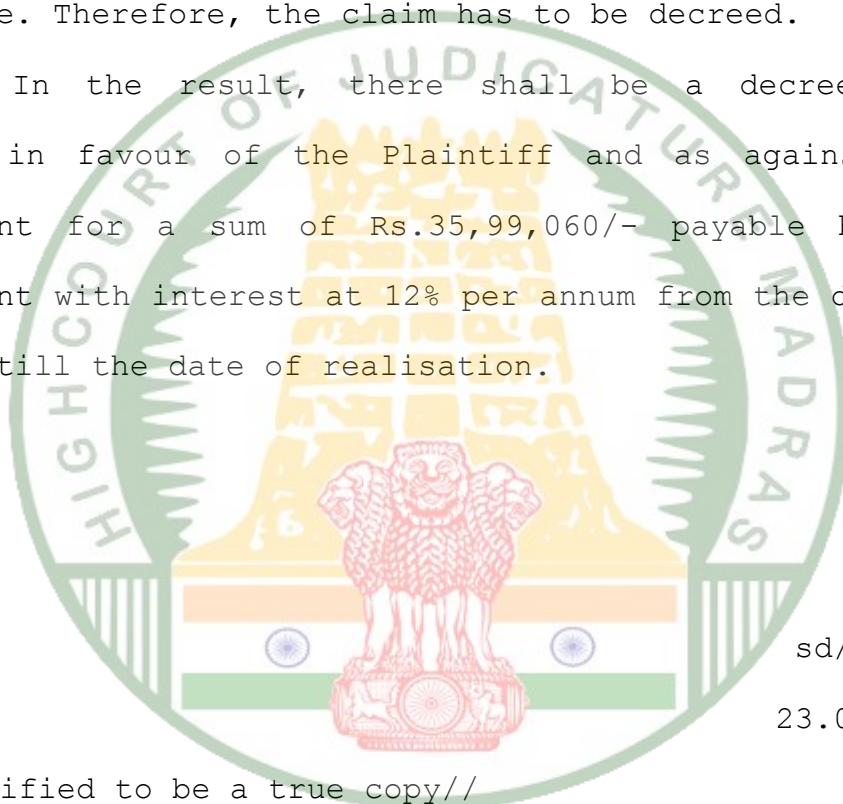
4. It is the case of the plaintiff that he has spent a sum of Rs.50,000/- towards removal of waste cloth and broken articles which is evidenced by Ex.P13- receipt dated 05.12.2013. Electricity charges due from the defendant was Rs.17,605/-.

4.1. The plaintiff also issued pre-suit notice under Ex.P26 of which intimation has been delivered to the defendant as per Ex.P27. Therefore, Court can take

adverse inference from the conduct of the defendant in not contesting the proceedings.

5. The claim of the Plaintiff has been accounted for and it is proved through oral and documentary evidence. Therefore, the claim has to be decreed.

In the result, there shall be a decree with costs, in favour of the Plaintiff and as against the defendant for a sum of Rs.35,99,060/- payable by the defendant with interest at 12% per annum from the date of plaint till the date of realisation.



sd/.S.V.J

23.02.2015

//Certified to be a true copy//

Dated this the day of सत्यमेव जयते 2015.

R.s/21.07.2015

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.