IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09.11.2018

CORAM

THE HONOURABLE MR.JUSTICE K.KALYANASUNDARAM

C.S.No.511 of 2016

Mr.P.Harikrishnan ... Plaintiff

Vs

Mr.U.Bhagaram ... Defendant

Plaint filed under order VII Rule 1 of O.S. Rules and order XXXVII rule 1 of CPC, praying for judgment and decree as follows:

i) for a sum of Rs.25,03,000/- together with subsequent interest at 36% p.a. on Rs.13,00,000/- from the date of suit till date of realization; and

ii) for cost of the suit;

For Plaintiff : M/s.S.Jayasankar
For Defendant : No appearance. Set ex-parte on 20.08.2018

JUDGMENT

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The suit has been filed for recovery of sum of Rs.25,03,000/- together with subsequent interest at 36% per annum on Rs.13,00,000/- from the date of the plaint till the date of realisation.

2. The case of the plaintiff is that he is engaged in construction

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activities. On 19.03.2013, at the request of the defendant, to construct a residential building in his property situated in LGGS Colony, 25th Street, Ashok Nagar, Chennai 83, he had agreed to commence construction of a residential building at a cost of Rs.1,500/- per sq.ft. Accordingly, he had completed the construction of 3,350 sq.ft. by spending a sum of Rs.50,25,000/-and the defendant has also occupied the property on 19.07.2015.

3. The plaintiff would further state that the defendant had paid a total sum of Rs.37,25,000/- on various dates and he agreed to pay the balance sum of Rs.13,00,000/- by giving letter of undertaking dated 19.07.2015, in and by which, he agreed to pay the balance amount within a period of six months together with interest at the rate of 24%, failing which, the amount would carry interest at 36% per annum. Since the defendant failed to pay the amount, a demand notice dated 23.02.2016 was issued through the plaintiff's Advocate, but the defendant refused to receive the the legal notice and it was returned. Hence, the suit.

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4. Despite service of summons, the sole defendant has neither entered appearance nor filed written statement through counsel or in person. Hence, he was set ex-parte on 20.08.2018.

5. The plaintiff gave evidence by narrating the averments contained in the plaint and also marked the letter of undertaking as Ex.P1, the legal

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notice dated 23.02.2016 as Ex.P2 and the return cover as Ex.P3.

6. It is seen from the letter of undertaking that the defendant has paid a sum of Rs.37,25,000/- out of Rs.50,25,000/- for construction of his house and agreed to pay the balance sum of Rs.13,00,000/- together with interest within six months from the date of the letter, dated 19.07.2015. However, the defendant failed to comply with the said undertaking.

7. Thus, the plaintiff has proved his case and hence, the suit is decreed as prayed for with respect to the first part of the prayer and with regard to the subsequent interest as prayed for in the second part, the plaintiff is entitled for interest at 6% on Rs.13,00,000/- from the date of suit till the date of realisation. The defendant shall pay the above said decreetal amounts to the plaintiff within a period of three months from today. No costs.

सत्यमेव जयते

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Index : Yes/No

Internet : Yes/No

Speaking Order/Non Speaking Order

pvs

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K.KALYANASUNDARAM, J.,

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