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C.S. No. 200 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 14.09.2022

CORAM

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

C.S. No. 200 of 2021

Vijayalakshmi @ Ramba Indirakumar ... Plaintiff

Vs.

V.Ponnuswamy ... Defendant

Plaint filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule of Code of Civil Procedure praying to pass a judgment and decree:-

- (a) Directing the defendant to pay a sum of Rs.1,10,28,786/- (Rupees One Crore Ten Lakhs Twenty Eight Thousand Seven Hundred Eighty Six) with interest at the rate of 12% per annum on Rs.1,10,28,786/- from the date of plaint till the date of realization; and
- (b) Cost of the suit;



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For Plaintiff : Mr. S.Ramesh

For Defendant : Set exparte

J U D G M E N T

The suit had been filed seeking recovery of a sum of Rs.1,10,28,786/- together with interest at the rate of 12% per annum from the date of the plaint till the date of realization and for cost of the suit.

2. The defendant, viz., V.Ponnuswamy, who was running a hotel, viz., M/s. V.Ponnuswamy Hotel, was a tenant under the plaintiff at new door no.23, old door no. 22, Anna Salai, Chennai – 600 015 measuring about 4311 square feet.

3. A rental agreement had been entered into between the parties on 01.11.2017. This document had been produced as Ex-P1. The monthly rent was determined at Rs.2,97,500/- and the defendant had also paid an advance of Rs.22,20,000/- as security deposit. Since there was a default in



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the payment of monthly rent from February 2018, the plaintiff had filed

R.C.O.P. No. 1447 of 2018 before the XI Small Causes Court, Chennai

seeking eviction under the primary ground of wilful default in the

payment of rent. Pending the petition, the plaintiff had also filed an

application under section 11 (4) of the Tamil Nadu Buildings and Lease

Rent Control Act, 1960 [for short 'the Act'] seeking payment of the arrears

of rent. The certified copy of the original petition in R.C.O.P. No. 1447 of

2018 was marked as Ex-P5 and the certified copy of the petition in M.P.

No. 96 of 2019, which was the petition filed under section 11 (4) of the

Act, was marked as Ex-P7 and an order was passed on 17.09.2019

directing the defendant herein to pay the admitted arrears and that order

was marked as Ex-P8. Since the defendant did not comply with the said

direction R.C.O.P. No. 1447 of 2018 was decreed on 18.10.2019 and

eviction was directed and the said judgment and decree was marked as

Ex-P9. The defendant filed an appeal in R.C.A. No. 48 of 2020 before the

VII Small Causes Court, Chennai. The order of the rent controller was

confirmed by order dated 24.11.2020 which was marked as Ex-P11. The

plaintiff herein then filed E.P. No. 29 of 2020 and had taken possession of



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the property and a memo in that regard was filed before the XI Small Causes Court, Chennai on 14.12.2020 and that memo had been marked as Ex-P12.

4. However, the defendant had not paid the arrears of rent and that gave cause for the plaintiff to institute the present suit. The suit summons had been directed and it had been served on 15.07.2021. The defendant did not enter appearance and did not file his written statement. Noting the absence of the defendant and in view of the fact that the written statement had not been filed, the defendant had been set exparte on 19.07.2022. The plaintiff was then invited to adduce evidence. The power of attorney of the plaintiff had adduced evidence and on 17.02.2021, he filed the statement of accounts, which was marked as as Ex-P2. Apart from the documents mentioned supra, it was also complained that the defendant had committed damages to the building and in that regard, the invoice relating to the expenses involved was marked as Ex-P3. The plaintiff also issued notice to the defendant and a copy of the same was also marked as Ex-P4.



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WEB COPY 5. The learned counsel for the plaintiff, Mr. S.Ramesh, insisted that the plaintiff had produced all the necessary documents viz., oral and documentary evidences to substantiate the same. It is also stated that the property, which the defendant took on lease, was situated within the jurisdiction of this Court. But as a matter of caution, since the defendant was residing outside the jurisdiction of this Court, the petitioner also obtained leave to sue in application No. 1948 of 2021 and order dated 01.06.2021.

6. In view of the documentary and oral evidence, I hold the plaintiff had made out a case and accordingly, the suit stands decreed with costs.

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Index : Yes/No

Internet : Yes/No

Speaking/Non-speaking order

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C.V.KARTHIKEYAN, J.

Maya

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