

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.11.2018

CORAM

THE HONOURABLE MR.JUSTICE **K.KALYANASUNDARAM**

C.S.No.915 of 2015

Bharani Pictures Private Limited,
Rep.by its Director,
Radhika Kylasam,
No.57, Arcot Road,
Saligramam, Chennai -600 093. ... Plaintiff

Vs

1.Balaji Studios Private Limited,
Rep.by its Managing Director,
M.V.M.G.Appa Rao,
No.57, Arcot Road, Saligramam,
Chennai – 600 093.

2.M.V.M.G.Appa Rao ... Defendant

Plaint filed under order IV Rule 1 of the O.S. Rules read with
Order VII Rule 1 of CPC, praying for judgment and decree as follows:

- सत्यमेव जयते
- WEB COPY
- i) directing the defendants to pay a sum of Rs.74,75,804/-
together with interest at the rate of 24% p.a. from the date of
plaint till date of realization; and
 - ii) for cost of the suit;

For Plaintiff : M/s.PL.Narayanan
For Defendant : No appearance. Set ex-parte on
26.10.2017

J U D G M E N T

The suit has been filed for recovery of rental arrears to the extent of Rs.74,75,804/- with interest at 24% p.a. from the date of plaint till the date of realization.

2. The averments in the plaint would run thus:-

The 1st defendant is the tenant under the plaintiff, occupying the plaintiff's blocks of building numbering to four and though for convenience sake, independent tenancy agreements had been entered into, either party has treated the occupation of the four buildings by the defendant as a single tenancy. The defendants had paid an advance of Rs.1,91,000/- at the time of inception of tenancy and the contractual rate of rent is Rs.1,67,200/-. Since the defendants failed to pay the agreed rent regularly, RCOP.No.1573 of 2013 was filed by the plaintiff on the ground of wilful default and eviction was ordered. Hence, the suit for recovery of the arrears of lease amount.

4. Despite service of summons to the defendants dated 02.01.2016 and 30.08.2016 respectively they failed to enter appearance in person or through their counsel to defend the suit.

Hence, they were set ex-parte on 26.10.2017.

5. In order to prove the case of the plaintiff, one Ramakrishna Bhat was examined as PW.1 and in his evidence, he has reiterated the averments made in the plaint and marked the following documents as Ex.P1, the true copy of the Board Resolution dated 05.09.2015; Ex.P2 is the Memorandum of Articles; Ex.P3 is the lease agreement for 'C' Building dated 01.03.2012; Ex.P4 is the lease agreement for village house dated 01.03.2012; Ex.P5 is the lease agreement for recording theatre dated 05.03.2012; Ex.P6 is the lease agreement for 'B' Building dated 05.03.2012; Ex.P7 is the legal notice dated 24.06.2013; Ex.P8 is the Rental Acknowledgment dated 12.09.2013; Ex.P9 is the decree and judgment in RCOP.No.1574 of 2013 and Ex.P10 is the statement of accounts dated 11.05.2015.

6. Taking into consideration, the pleadings, the evidence of PW.1 and Exs.P1 to P10, this Court is of the view that the plaintiff has proved the relationship between the parties and he is entitled to get the arrears of lease amount. Hence, the suit is decreed as prayed for.

20.11.2018

Index : Yes/No
Internet : Yes

bri



WEB COPY

K.KALYANASUNDARAM, J.,

bri



C.S.No.915 of 2015

WEB COPY 20.11.2018