



C.S.No.623 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 19.12.2023

CORAM

THE HON'BLE MR.JUSTICE N.SATHISH KUMAR

C.S.No.623 of 2019

Kaushik Badri Narayanan

.. Plaintiff

Versus

1.M/s.Selvi Construction Company
Partnership firm
Rep by its Partner, Mr.S.Ravichandran
6/8, Gopalakrishnan Street
Guindy, Chennai – 600 032

2.S.Ravichandran

3.Selvakumari Ravichandran

.. Defendants

Civil Suit filed under Order IV Rule 1 of Original Side Rules 1956 read with Order VII Rule 1 of CPC praying for the following judgment and decree against the defendants.

a) directing the defendants to pay the plaintiff a sum of Rs.1,10,33,100/- (Rupees One Crore Ten Lakhs Thirty Three Thousand and One Hundred Only) with interest at the rate of 18% per annum on



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Rs.73,80,000/- from the date of plaint till the date of realization.

WEB COPY b] Awarding cost

For Plaintiff : Mr.C.Ramesh

For defendants : Set exparte

JUDGMENT

This suit has been filed, directing the defendants to pay the plaintiff a sum of Rs.1,10,33,100/- (Rupees One Crore Ten Lakhs Thirty Three Thousand and One Hundred Only) with interest at the rate of 18% per annum on Rs.73,80,000/- from the date of plaint till the date of realization.

2.The brief facts of the case of the plaintiff is as follows:

It is the case of the plaintiff that the second defendant for the business of the partnership firm borrowed a sum of Rs.50 lakhs and the said amount is also paid through the cheques and the defendants have agreed to pay the amount borrowed by them within 12 months together with interest @ 25% per annum, whereas, the second defendant could not repay the amount as undertaken by him, therefore, he entered into a Construction Agreement with the plaintiff on



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06.12.2012 agreeing to construct a flat in Block A, Flat No.5 in the 1st floor measuring 1230 sq.ft., of plinth area together with 738 sq.ft., of undivided share of land in 7890 sq.ft., situated in S.No.229/2A2, New Kuppam Road, Kottivakkam Village. The plaintiff had also paid an amount of Rs.1 lakh to the defendants as an advance. However, the 2nd defendant could not repay the amount and the second defendant entered into a loan agreement on 16.09.2013. The defendants consolidated the principal sum of Rs.50 lakhs with interest thereon aggregating to Rs.63 lakhs and agreed to pay interest at the rate of 18% per annum within six months from 16.09.2013. Thereafter, the defendants also executed a Memorandum of Understanding on 24.10.2016 seeking time till February 2017 to clear the dues to the plaintiffs. Even thereafter, they have not paid the amount, hence, the suit.

3. Defendants set *ex parte*. On the side of the plaintiff, the plaintiff examined herself as P.W.1 and Ex.P.1 to Ex.P.13 were marked.

P.W.1 – Mr.Kaushik Badri Narayan

<i>S.No.</i>	<i>Date</i>	<i>Description of documents</i>	<i>Exhibit</i>
1.	03.02.2012	Receipt issued by the first defendant to plaintiff.	P-1



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<i>S.No.</i>	<i>Date</i>	<i>Description of documents</i>	<i>Exhibit</i>
2.	02.03.2012	Receipt issued by the first defendant to plaintiff.	P-2
3.	24.07.2012	Loan agreement between the 1 st defendant and plaintiff.	P-3
4.	06.12.2012	Construction Agreement between 1 st defendant and plaintiff	P-4
5.	06.12.2012	Agreement for sale between P.Sampath and the plaintiff	P-5
6.	16.09.2013	Loan Agreement between the 1 st defendant and plaintiff	P-6
7.	20.06.2015	Supplementary Agreement between 1 st defendant and plaintiff dated 20.06.2015	P-7
8.	04.10.2016	Lawyer's Notice on behalf of plaintiff to defendants 1 and 2	P-8
9.	24.10.2016	Memorandum of Understanding between 1 st defendant and plaintiff.	P-9
10.	24.10.2016	Promissory Note executed by 2 nd defendant in favour of plaintiff	P-10
11.	08.10.2018	Lawyer's Notice of Demand from Plaintiff to Defendants.	P-11
12.	24.12.2018	Lawyer's Notice of Demand from Plaintiff to Defendants.	P-12



<i>S.No.</i>	<i>Date</i>	<i>Description of documents</i>	<i>Exhibit</i>
13.	30.03.2019	Lawyer's Notice of Demand from Plaintiff to Defendants.	P-13

4. Heard the learned counsel for the plaintiffs and perused the records.

5. P.W.1, in his evidence, has clearly spoken about the nature of amounts advanced to the defendants of which documents are executed. Exs.P.1 & P.2 are original receipt issued by the first defendant to the plaintiff, which would indicate that the plaintiff has lent a sum of Rs.50,000/-. Exs.P.3 & P.6 are the loan agreement entered into between the first defendant and the plaintiff. Ex.P4 is the construction agreement entered into between the first defendant and the plaintiff. Ex.P.7 is the supplementary agreement entered into between the first defendant and the plaintiff. Ex.P9 is the Memorandum of Understanding entered into between the first defendant and the plaintiff. Exs.P8, P9 to P13 are the copies of lawyers notice of demand from the plaintiff to the defendant. Defendants have remained exparte. The evidence of P.W.1 and the above documents remain unchallenged. In view of the same, I am of the view that the plaintiff has established the case.



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N.SATHISH KUMAR, J.

dhk

6. Accordingly, the suit is decreed as prayed for, with subsequent interest @ 9% from the date of filing of the suit till the date of realization along with costs.

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Internet : Yes

Index : Yes / No

Speaking order / Non Speaking order

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