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O.S.A. Nos.136 and 137 of 2021



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19.08.2024

CORAM :

THE HON'BLE MR. JUSTICE S.S. SUNDAR

AND

THE HON'BLE MR. JUSTICE K. RAJASEKAR

O.S.A. Nos. 136 and 137 of 2021

M/s. Tarapore & Co.,
A Registered Partnership Firm,
Dhun Building,
827, Anna Salai, Chennai - 600 002.

... Defendant/ Appellant
(in both Appeals)

Vs.

Bharathi Airtel Limited,
"Oceanic Tower"
101, Santhome High Road, Santhome,
Chennai 600 028.

... Plaintiff/ Respondent
(in both Appeals)

Original Side Appeals filed Under Order 36 Rule 1 of Original Side Rules R/w. Clause 15 of Letters Patent Appeal against the Judgment and Decree dated 01.12.2020 passed in C.S. No.901 of 2005 on the file of the Original Side of this Court.

For Appellants : Mr. Murari, learned Senior Counsel
(For M/s. K.K. Muralitharan)

For Respondents : Mr. H. Karthik Seshadri
(For M/s. Iyer & Thomas)



JUDGMENT

(made by K.Rajasekar,J.,)

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These Original Side appeals are filed by the defendant challenging the Judgment and Decree dated 01.12.2020 passed in C.S. No.901 of 2005, wherein the Trial Judge decreed the suit filed by the plaintiff and rejected the counter claim filed by the defendant.

2. The facts leading to filing of these appeals are as follows:

2.1 The plaintiff is a private limited company, acquired another private company namely M/s. Skycell Communications Limited. This Skycell Communications Limited was entered into a lease agreement with the defendant to take on lease the portion, which has been previously occupied by Crompton Greaves Limited and for that Rs.14,06,430/-, which has been lying with the defendant, deposited by the Crompton Greaves Limited is adjusted as Security deposit. In addition to that, the Skycell Communications Limited had deposited an additional sum of Rs.2,81,286/- towards the deposit to the defendant for additional portions in the ninth and tenth floors of the defendant's premises. Thus, the defendant under the terms of lease agreement dated 22.13.2000 held a sum of Rs.16,87,716/- as Security Deposit, which the defendant agreed to repay upon termination/ determination of the lease. The



lease agreement was to be in force for a period of 5 years from 01.03.2000 to 28.02.2005 and the Lessee would use the premises for business purposes and shall pay Rs.2,81,286/- towards the monthly rent to the premises taken on lease.

2.2 The agreement further provided that the lessor was allowed to enter into the leased property to inspect the condition thereof after giving advance notice in writing. The Lessee was permitted to erect a "Tower Antenna" and a small DG (Diesel Generator) Set for emergency purposes on the roof top of the 10th floor as required for its switching system. Either party had a right to terminate the lease agreement by giving three months notice in writing to the other.

2.3 On 21.07.2004, the plaintiff gave a notice of vacation of the premises to the defendant and was ready to hand over the keys to the premises to Mr. Dinshaw K. Parakh, the Managing Partner of the Defendant on 28.10.2004. But, Dinshaw K. Parakh refused to accept the keys stating that the premises required certain repairs, unless the plaintiff sets them right, he would not accept the keys. Accordingly, the plaintiff insisted upon a joint inspection of the premises and on 01.11.2004, joint inspection was conducted



in the presence of one G. Sashikumar from the plaintiff's side and one Ravichandran from the defendant's side. Subsequently, the list of work to be carried out was listed out jointly, but the representative of the defendant refused to sign the paper and asked the plaintiff to send it by post. Thereafter, the plaintiff sent a letter dated 02.11.2004 informing about the work to be attended, hoping the matter would come to an end. However, the defendant by the letter dated 15.11.2004, accused the plaintiff for not handing over possession of the premises and claimed that the lease is not terminated.

2.4 Subsequent to the defendant's letter dated 15.11.2004, the plaintiff's representative again met Dinshaw K. Parakh, to handover the keys, but he refused to receive the same. This was followed by a letter dated 20.12.2004, wherein the defendant had made out an imaginary and exaggerated statement of accounts amounting to Rs.12,20,000/- showing a valuation for the damages and repair of the premises. The damages shown was highly exaggerated and several items mentioned did not relate to damage that was noted during the joint inspection conducted on 01.11.2004, the defendant in order to do luxury changes to his premises, at the expenses of the plaintiff had shown exaggerated amount, as damages. Therefore, the plaintiff sent a reply on 05.01.2005, informing the defendant that they have always been ready



and willing to handover the keys but the defendant was refusing to accept the same. The plaintiff had also informed the defendant that they are ready to assess the damage by an independent valuer and willing to complete the work as per the report of an independent valuer. Thereafter, the plaintiff had approached an independent valuer, M/s.Farwood Industries Limited, to carry out the assessment work of the repairs needed at the premises and accordingly, the independent valuer assessed the same at Rs.3,35,370/-. But, the defendant refused to permit the plaintiff to carry out the repair work, as per the independent valuer's report and the defendant continues to retain the Security Deposit of the plaintiff.

2.5 On 28.04.2005, the plaintiff issued a legal notice to the defendant to repay the Security Deposit of Rs.16.87,716/- along with interest of 12% from 28.10.2004 till the date of payment. The defendant issued an interim reply belatedly on 02.07.2005 through his lawyers and denied the various contentions of the plaintiff and claimed an exaggerated sum of Rs.22,88,886/- till June 2005 and continue to pay rent at rate of Rs.3,37,543/- per month from July 2005. Hence, the plaintiff has come forward to file the suit for recovery of security deposit amount along with interest from the defendant.



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3.1 The defendant filed his written statement disputing the facts that the plaintiff had vacated possession of the premises on 28.10.2004 and also denied that the plaintiff offered to handover the keys on the same day. He also relied on the Clause 21 of the lease agreement dated 22.03.2000, wherein the plaintiff shall handover the premises in the same condition in which it has been taken except for normal wear and tear and the said condition has not been complied with. As per the Clause 5 of the lease agreement, the deposit amount shall be repayable at the termination of lease without any interest but after deducting *inter alia* any damages to the property.

3.2 He further stated that the plaintiff was in possession of the premises and were retaining the keys in respect of the said premises till 22.06.2006. Since, the plaintiff had not complied with the conditions of the lease agreement and not come forward to restore the premises back to its original shape at the time of accepting the lease, the defendant had deputed an Engineer, who had estimated the cost of the same at Rs.12,20,000/- and till the repair works are carried out the plaintiff would be considered as a tenant. The defendant also rejected and repudiate the independent assessment made by the plaintiff and the said assessment purported to be carried out by M/s. Farwood Industries Limited, without notice to the defendant, hence the question of



plaintiff carrying out the restoration work with the independent valuer does not arise, hence the defendant not bound to return the Security Deposit amount to the plaintiff, until the plaintiff fulfilled their obligations under the lease agreement.

3.3 Further, the defendant had also made counter claim to the tune of Rs.56,28,074/- payable by the plaintiff as on 28.02.2007. These calculations are based on the rent due from October 2004 to February 2005, rent payable by the plaintiff from March 2005 to February 2006 with 20% increase on the previous rent, estimated cost of repair works and interest from 01.03.2006 to 28.02.2007 @ 12% per annum of the outstanding amount.

4. Based on the pleadings of both the parties, the Trial Court has framed the following issues:

1. *Whether the plaintiff is entitled to a decree for a sum of Rs.14,81,282/- with interest at 12% p.a. on the principal amount of Rs.13,52,346/- as prayed for?*

2. *Whether the defendant is entitled to a decree for a sum of Rs.56,228,074/- with interest at 12% p.a. on the principal amount*



of Rs.50,25,066/- towards a counter claim made in the written statement?

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3. *Whether the plaintiff is liable to compensate the defendant for the expenses incurred by the defendant towards carrying out the repair works to the demised premises or not?*

4. *Whether the plaintiff is liable to compensate the defendant towards lease rentals outstanding for the period commencing from October 2004 till 22.2.2006, when the keys were handed over pursuant to the orders of the Court?*

5. *Whether in terms of Clause 21 of the lease agreement dated 22.03.2000, the plaintiff had handed over the demised premises to the defendant in the same condition in which it has been handed over by the plaintiff?*

6. *Whether the substantial changes effected by the plaintiff causes damage to the property?*

7. *Whether in terms of Clause 5 of the lease agreement, the deposit amount of Rs.16,87,716/- was to be returned to the plaintiff only after deducting inter alia any damages to the property as contended by the defendant?*

8. *Whether the plaintiff complied with their obligations under the lease agreement before terminating the tenancy?*

9. *Whether the plaintiff can insist that the unilateral assessment carried out by M/s. Farwood Industries Ltd., without notice to the defendant as correct assessment of damages or not?*

10. *Whether the plaintiff is liable to pay a sum of Rs.22,88,886/- till June 2005 as per statement of Account annexed with the plaint?*



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11. *Whether the plaintiff is under the obligation to pay an increased rent of Rs.3,37,543/- as per the terms of the agreement from July 2005 till 22.2.2006 apart from compensating repair charges?*

12. *To what relief, the plaintiff is entitled?*

5. Before the Trial Court, on the side of the plaintiff P.W.1 to P.W.3 were examined and Exs.P.1 to P.17 were marked. On the side of the defendant, D.W.1 was examined and Ex.D1 was marked.

6. After hearing the parties and analysing the evidences placed on record, the learned Single Judge of this Court has decreed the suit in favour of the plaintiff and dismissed the counter claim made by the defendant.

7. Aggrieved over the same, the defendant has come forward with these two appeals before this Court, challenging the suit decreed in favour of the plaintiff and dismissing the counter claim of the defendant.

Submissions on behalf of the appellant/ defendant:

8. The learned counsel appearing for the appellant/ defendant submits that as per Clause-21 of the lease agreement, the plaintiff shall hand over the demised premises in the same condition in which it has been leased,



except the normal wear and tear, the plaintiff shall also bear the expenses to restore the premises back to its original condition. He further submitted that there were several damages caused to the leased premises by the Lessee and the expenses for restoration of the same to its original conditions, shall be borne only by the plaintiff, thereby the defendant had valued the damages and works to be carried out, through his engineer. Accordingly, counter claim was calculated based on the rent due from October 2004 to February 2005, rent payable by the plaintiff from March 2005 to February 2006 with 20% increase on the previous rent, estimated cost of repair works and interest from 01.03.2006 to 28.02.2007 @ 12% per annum and after adjusting the same with the Security Deposit made by the plaintiff. These aspects have not been properly appreciated by the Trial Court and further the Trial Court had erred in holding that the possession of the leased premises was handed over on 28.10.2004, since the plaintiff's themselves has stated in their letter dated 02.11.2004 that they are ready to hand over the possession of the property, thereby this admission itself is sufficient to prove the fact that the plaintiff has not handed over the possession of the leased premises, thereby the plaintiff is liable to pay the rent and interest till they hand over the possession in the year 2006. He further submitted that the Trial Court failed to properly appreciate various clauses stated in the lease agreement and also the fact that no proper



joint inspection of the leased premises were conducted as claimed by the plaintiff. The Trial Court has erred by accepting the assessment for restoration of the premises, submitted by the plaintiff without any evidence is perverse, thereby prays to set aside the judgment and decree dated 01.12.2020 of the learned Single Judge.

Submissions on behalf of the respondent/ plaintiff:

9. Per contra, the learned counsel appearing for the respondent/ plaintiff submits that there is a categorical evidence in respect of termination of the lease by the plaintiff and also with respect to joint inspection that one Ravichandran, on the defendant side, witnessed the inspection. Subsequently by letter dated 02.11.2004, the defendant was informed that the joint inspection was taken place on 01.11.2004, but the defendant by his reply letter dated 15.11.2004 only contended that the lease was not terminated. However, the plaintiff vacated the premises prior to 28.10.2004, based on the termination notice dated 28.07.2004. He further submitted that as per the clauses in the lease agreement, either party is eligible to terminate the lease agreement by giving three months prior notice in writing to the each other and based on this termination notice, the lease period is terminated in the month of October 2004. He further submitted that the plaintiff has also vacated the premises and



after vacating the premises, the only question arises is to assessment of the damages to the leased premises and for restoring the same to its original condition. He further submitted that the plaintiff had agreed to come forward to pay for the damages and to restore the leased premises, even though there are only minor damages. The defendant with a view to avoid the same and to give a luxury look to the premises at the expenses of the plaintiff, refused to take back the keys of the premises. The plaintiff had properly notified the termination of the lease and vacated the premises as per the recitals in the lease agreement. He further submitted that even after repeated notice, the defendant had wantonly refused to accept the key and to return the Security Deposit. The learned Single Judge after appreciating the evidences placed on record has rightly dismissed the counter claim made by the defendant and decreed the suit in favour of the plaintiff, thereby prays to confirm the judgment and decree of the learned Single Judge.

10. We have considered the submissions made on both sides, perused the materials available on record and the points for consideration arouse in these appeals are as follows:

1. *Whether the plaintiff has terminated the lease as early as*



28.10.2004 and was ready and willing to hand over the keys of the leased premises to the defendant?

2. *Whether the plaintiff has to pay the rent till February 2006 as claimed by the defendant?*

3. *Whether the defendant is entitled to receive the amount, as claimed in the counter claim from the plaintiff?*

4. *Whether the judgment of the learned Single Judge is liable to be set aside?*

Discussions and Conclusion:

11. Admittedly, in this case, the lease agreement dated 22.03.2000 contains various clauses including a clause for termination of the lease. As per Clause 25 of the lease agreement, it is agreed between the parties that either party is eligible to terminate the lease by giving three months prior notice in writing to other party. In Clause 5 of the lease agreement, the Lessor also agrees that once the lease is terminated, the entire amount of Rs.16,87,716/- obtained as Security Deposit will be paid to the Lessee without any interest, after deducting any arrears towards rent, MES consumption charges, any damages to the scheduled property or to the amenities provided thereon.

12. There are some conditions regarding the manner in which the properties are to be used by the Lessee. The Clause-20 of the lease agreement



states that the Lessee shall vacate the premises in case there is any default in payment of rent for three months either consecutively or otherwise and hand over the vacant possession of the premises to the Lessor. The Clause-21 states that the Lessee shall not do anything, which will be detrimental to the interest of the Lessor or the scheduled property in any manner and to hand over the premises in the same condition in which it has been taken except for normal wear and tear. The Clause-22 states that the Lessee covenants to vacate the premises in case of violation of any of the terms and conditions of the lease and hand over vacant possession of the premises to the Lessor or otherwise the Lessor will have the right to re-enter the premises and take possession thereof without prejudice to their claims.

13. The plaintiff herein claims that they have issued notice of termination of tenancy as per their letter dated 21.07.2004, as per Clause-25 indicating that they will handover the possession of the premises on 28.10.2004. There was no reply from the defendant, either accepting or refusing the termination of the lease. Though, the plaintiff had not produced the letter dated 21.07.2004, it has not been denied by the defendant. Similarly, the plaintiff claimed that on 28.10.2004, they had come forward to hand over keys to Dinshaw K. Parakh, Managing Partner of the defendant but he refused



to receive the keys and demanded the plaintiff to carry out the repair works.

Accordingly on 01.11.2004, they had a joint inspection and list of work to be carried on also noted and the valuation report for restoring the property in its original position was also prepared. In the joint inspection one Ravichandran from defendant side had participated. In the written statement, the defendant denied the involvement of Dinshaw K. Parakh on 28.10.2004 on the ground that he was not well during that period. They only contend that the plaintiff was aware that major repair works to be carried out and he failed to undertake such work. The defendant further stated that the joint inspection carried out in the premises is not acceptable and he has not specifically denied the joint inspection and they relied on the Clauses 21 and 5 of the lease agreement and contended that, the plaintiff had failed to carryout repair work and failed to handover the property.

14. The plaintiff has marked Ex.P.6 - the letter dated 02.11.2004, wherein they have referred about the letter dated 21.07.2004, wherein they had narrated the events taken place between both sides and the issue of Notice Ex.A.6, including joint inspection carried along with Ravichandran, the representative of the defendant on 01.11.2004. Further, the plaintiff requested the defendant to intimate the reasonable amount to carryout the restoring work.



The defendant by reply letter dated 15.11.2007 - Ex.P.7, stated that though the plaintiff has indicated the readiness of handing over the possession of the premises on 28.10.2004, they had not so far handed over the keys, hence the lease was not terminated as per Clause-5 of the lease agreement. The property shall be handed over to the defendant/ Lessor without any arrears towards rent, MES consumption charges, without any damages to the premises or to the amenities provided thereon and only after satisfying all these clauses, the plaintiff is entitled with the terminating the lease, and entitled to seek refund of the deposit amount. The facts stated in Ex.P.6 and Ex.P.7, further corroborates the evidence of the plaintiff, to prove the valid termination of lease and joint inspection to note down the damage portion of demised premises.

15. The plaintiff has also marked Ex.A.8 - letter dated 20.12.2004, issued by the defendant, wherein the defendant after referring the letter dated 02.11.2004 - Ex.P.6, has stated that the keys of the premises was not hand over to him officially and after assessing the damages and rent due, payable by the plaintiff till 17.12.2004 and after deducting the same from the Security deposit, he has come forward to demand an additional sum of Rs.2,49,110/- from the plaintiff. According to the defendant, the damages assessed was Rs.12,20,000/-. It was replied by the plaintiff vide their letter dated



05.01.2004 - Ex.P.9, by stating that on 28.10.2004, they were ready to handover the keys and the defendant refused to receive the keys. They also stated that the damages were noted in the presence of the defendant representative one Ravichandran. They also relied on the various clauses in the lease agreement that reasonable wear and tear over 10 years is permitted, and stated that various damages listed by the defendant are false and the expenses claimed by the defendant is exaggerated and with a view to renovate the entire building at the expenses of the plaintiff, the defendant had made this claim.

16. In Ex.A.8 - letter of the defendant dated 20.12.2004, he has specifically stated that as per Clause-5 of the lease agreement - Ex.P.2, he adjusted the unpaid rent, MES consumption charges, and damages to the property. In the evidence of the defendant, he has stated that inspection of the premises was carried without the presence of the plaintiff. He claimed that till the keys are handed over to him officially, the plaintiff is liable to pay rent.

17. As discussed in earlier paragraphs, the plaintiff is able to convince the Trial Court that the plaintiff after terminating the lease on 28.10.2004, demanded the Security Deposit/ advance paid for the lease, after adjusting the cost of damages noted in joint inspection on 01.11.2004. The defendant after



the delay of one month replied and claimed that he has conducted inspection and gave assessment for restoration work to the extent of Rs.12,20,000/-.

After adjusting the rent of Rs.7,16,826/-, demanded further sum of Rs.2,49,110/- from the plaintiff. We are of the view that, having accepted the notice of termination under Clause-21 of the Lease agreement - Ex.P.2, which determines the date of termination of lease as 28.10.2004, he shall not entitled to claim rent thereafter. Admittedly, the plaintiff had come forward to hand over the keys and demanded the refund of Security Deposit. The defendants also made his claim based on Clause-5 of Ex.P.2, which permits the adjustment of rent, other charges and damages. The Ex.P.2 has no recital, imposing any condition on the Lessee that he has to pay rent till the property is restored to its original position, i.e., till completing of the repair work or till the keys are handed over. Accordingly, the defendant is not entitled to claim that till the keys are handed over, he is entitled for rent. He is only entitled to claim for any damage found in the premises.

18. The defendant has made a counter claim and in which, one of the major component of claim is the rent till February 2006 and same is not sustainable. The Ex.P.8 - notice dated 20.12.2004 by the defendant narrated various damage in the leased premises, which was not found in the Ex.P.6 -



notice dated 02.11.2004, sent by the plaintiff. Subsequently, plaintiff has requested an independent valuer M/s. Farwood Industries Limited, to carryout the assessment work in the leased premises. On the request of the plaintiff, the independent valuer assessed the cost of repair work as Rs.3,35,370/-, and the plaintiff was ready and willing to pay. This shows that the plaintiff has come with an alternative solution, that he would carryout the restoration work of the leased premises. But the defendant has not allowed the plaintiff to carryout the repair work as per the valuation given by the independent valuer.

19. This evidence adduced on the side of the plaintiff and the defendant only shows that the plaintiff was ready and willing to hand over the keys on 28.04.2004 itself and on subsequent occasions, but it is only the defendant had refused to get back the key and demanded that the keys shall be handed over to him officially. However he has not stated on what basis, he would get back the keys, even after intimation by the plaintiff that they would carryout the restoration work as per the independent valuation report, the defendant had not accepted the same. Only thereafter, the defendant has sent a letter dated 02.04.2005 - Ex.P.14, reiterating that the plaintiff is liable to pay Rs.2,49,110/- as on 17.12.2004 and Rs.12,20,000/- is necessary for the restoration of the leased premises and thereafter, he would come forward to



accept the keys. Thereafter, the plaintiff issued legal notice Ex.P.15 and come forward to file this suit.

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20. The Trial Judge after considering the conduct of the defendant observed that, the defendant was not interested to terminate the lease and he wanted to continue the lease, in spite of proper issuance of termination of lease notice by the plaintiff, as per the lease agreement. The defendant was also holding the Security Deposit of Rs.16,87,716/- paid by the plaintiff and in the Ex.P.14, he categorically stated that the plaintiff is liable to pay Rs.2,49,110/- after deducting the restoration expenses and rent due for the leased premises. However, he has not shown any interest in protecting the interest of the plaintiff and trying to take advantage by delaying the receipt of the keys on one side and continuously demanding money from the plaintiff, even though the Security Deposit is adjustable as per the terms of the lease agreement. The Trial Judge further held that, based on evidences of P.W.1 to P.W.3 and Exs.P.6 to P.8, joint inspection on 02.11.2004 was established by the plaintiff. The defendant has also not examined any witnesses to prove the damages caused to the demised premises, and paper estimate was produced before the Court. Thereby accepted the case of the plaintiff, the defendant is held liable to pay the plaintiff, as prayed by him.



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21. It is well known maxim "*Nullus commodum capere potest de injuria sua propria*" which means that 'no person can take advantage of his own wrong'. He who prevents a thing from being done shall not avail himself of the non performance he has occasioned. This principle is fully recognized in Courts of Law and of equity. It is admitted fact that the plaintiff has properly terminated the lease, the defendant is trying to take advantage of the circumstances by disputing the restoration expenses as stated in the earlier paragraph. If he was really interested in getting the restoration expenses, he would have very well deducted the restoration expenses and returned back the balance of the Security amount, but he has not chosen to do the same at the earliest point of time i.e., immediately after receiving Ex.P.6. He is trying to take advantage by stating that the keys were not handed over to him officially, thereby he is entitled for collecting the rent continuously from the plaintiff.

22. The defendant has not examined any witnesses to prove the actual list of restoration works to be carried out, and not examined any person, who have carried out the inspection. However, in the counter claim, the defendant has claimed that he is eligible for a sum of Rs.67,12,782/- payable by the plaintiff, in which the monthly rent due is of Rs.40,50,560/-. Additionally,



Rs.12,20,000/- is claimed for restoration expenses and TDS claimed is Rs.3,45,978/-. As discussed in the earlier paragraphs, the defendant could not take advantage of his own fault and he is not entitled to get the rent from November 2004 to February 2006, and also there is no agreement between parties which prescribes, handing over the keys of the premises in any official manner to terminate the lease.

23. The burden to prove the damages is on the defendant, and there is no evidence to show that the damage caused to the premises and the exact expenses for carrying out restoration work. No valuer or any Engineer, who made assessment is examined, hence the valuation report is not admissible as evidence. Since the defendant is not the author of the valuation report, he could not speak about the valuation given by his valuer. The Trial Court has rightly held that the valuation report is not sufficient and also elaborately considered the evidence placed on both sides and more particularly the valuation given by the independent valuer M/s.Farwood Industries Limited, who has assessed the restoration expenses to the extent of Rs.3,35,370/-. The plaintiff have also marked Ex.P.12 and P.13, quotations from Engineering contractors, for carrying out the restoration work and the plaintiff was agreed to pay for a sum of Rs.3,35,370/-. There is also an admission regarding the



payment of the rent till the month of January 2005, which shows that the plaintiff paid another two months rent even after termination of the lease period. They stopped paying rent to the defendant subsequently and come forward to file the suit.

24. It is also admitted by the defendant that in the lease agreement, there is a Clause stating that the plaintiff is liable to hand over the possession of the property on the same condition, except the normal wear and tear. The defendant has not acted in fair manner and with a view to get advantage, he has refused to receive the keys from the plaintiff, thereby he lost the equity in collecting the damages from the plaintiff, however, the plaintiff has assessed the damages of the leased premises by an independent valuer to the extent of Rs.3,35,370/-.

25. Considering all the above facts, the learned Single Judge has rightly decreed the suit filed by the plaintiff and rejected the counter claim made by the defendant. This Court finds no infirmity in the order passed by the learned Single Judge and finds no merit in this appeal. Accordingly, point Nos.1 to 4 are answered.



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26. In the result, both original side appeals are dismissed and the judgment and decree dated 01.12.2020 made in C.S. No.901 of 2005 is hereby confirmed. Consequently, connected civil miscellaneous petitions, if any stand closed. There shall be no order as to cost.

(S.S.S.R.,J.) (K.R.S.,J.)
19.08.2024

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Index:Yes/No

Speaking Order : Yes/No

Neutral Citation Case : Yes/No

To:

1. The Section Officer,
VR Section,
High Court,
Madras.



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S.S. SUNDAR, J.,
and
K. RAJASEKAR, J.,
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