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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 30.11.2023

PRONOUNCED ON : 26.09.2024

CORAM:

THE HON'BLE MR.JUSTICE A.A.NAKKIRAN

C.S. No. 233 of 2014

T. Sakthivel
Proprietor of
M/s.Vanitha Electricals,
No.5. Ragavaiah Road, T.Nagar,
Chennai-600 017.

....Plaintiff

Vs

1.M/s BKR Hotels
Represented by its Managing Partner,
D. R.Balakrishna Raja,
Having office at No.9, Venkatesan Street,
T.Nagar, Chennai-600 017.

2.M/s BKR Hotels and Resorts (P) Ltd.
Represented by its Managing Director,
D.R.Balakrishna Raja
Having office at No.9, Venkatesan Street,
T.Nagar, Chennai-600 017.



3.M/s BKR Convention Centre,
Owned by M/s.BKR Hotels and Resorts (P) Ltd.
Represented by its Managing Director,
D.R.Balakrishna Raja,
Having office at No.9, Venkatesan Street,
T.Nagar, Chennai-600 017.

4.D.R.Balakrishna Raja,

5.B. DevahiDefendants

(4th Defendant recorded as the Legal heir of the 5th defendant and amended as per order dated 22.10.2019)

Prayer: Civil Suit filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 CPC praying to pass a Judgment and decree:

(i) For directing the defendants 1 to 5 jointly and severally pay the plaintiff the sum of Rs.1,88,69,444/- with future interest @ 24% per annum on Rs.1,48,57,830/- from the date of plaint till the date of realisation

(ii) For the cost of the suit and,

(iii) To pass such further or other orders.

For Plaintiff	: Mr. W.M. Abdul Majeed (for M/s.G. Sumitra)
For Defendants	: Mr. M. Santhanaran



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J U D G M E N T

This Civil Suit is filed for the relief as stated in the prayer.

2. The case of the Plaintiff, as set out, in the plaint is as follows:-

(a) The plaintiff has been carrying on business under the name and style of AM/s Vanitha Electricals. In the course of his electrical contract the plaintiff developed acquaintance with the 4th defendant from 2007. Since the plaintiff and the 4th defendant were known to each other for over 7 years, the plaintiff used to execute the contract on instructions from the 4 defendant on behalf of the defendants 1 to 3 even without a formal work order. Accordingly, the 4th defendant requested the plaintiff to execute the complete electrical works such as electrical wiring, Switch Board, Control Panel board, underground cable and installations and distribution boxes, networking wiring, telephone wiring and also Fire Fighting Censor System, networking access service and earthing for M/s.BKR Convention Centre as well as BKR Hotels namely defendants 1 to 3. 6. The Plaintiff did not insist for formal work order by the defendants, but



on the strength of trust, faith and confidence, the plaintiff executed the work in the premises of the defendants 1 to 3 on oral instructions. The architect appointed by the 4th defendant would scrutinize the bills submitted by the plaintiff for the works executed at the Premises defendants 1 to 3. Upon certification of payment, the payments shall be made to the plaintiff from time to time.

b) The relationship between the plaintiff and the 3st defendant was very cordial while executing contract. However, the relationship got strained when the 4th defendant insisted for completion certificate from the plaintiff. But the plaintiff expressed his inability as the Fire Fighting System was not installed completely and was not in working condition. The relationship got further strained when the plaintiff insisted for payment of the bills since the plaintiff has called upon to pay interest on the delayed payment to be settled to the suppliers who have supplied goods on credit basis.

c) The plaintiff had completed the wiring, electrification works of BKR Hotels and Resorts and also BKR Convention centre, for the supply of materials and labour charges inclusive of pending bills works out to Rs.1,48,57,830/- as on 30/06/2012. The plaintiff had also attached bills of summary raised and details of payment received and also the balance



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outstanding as on 30/06/2012 for ready reference of the 4th defendant to settle the claim of the plaintiff. As desired by the 4th defendant, the plaintiff had furnished all the information about the pending payments to 4th defendant's private secretary.

d)When the plaintiff was demanding for payments, the 4th defendant insisted the plaintiff to give completion certificate in respect of his electrical work in the premises of the defendants 1 and 2, so that he can submit the same to the various Authorities for commencement of his Hotel business in advance. The plaintiff refused to give such certificate as required by the 4th defendant, since the same would cause damage to general public and the plaintiff would be put into task if any mishap happens due to the non-installation of Fire Fighting and Smoke Control Panel System. Hence the plaintiff demanded the 4th defendant to release payments in respect of his bills, which he had already submitted to the 4 defendant, so that the plaintiff shall install the system and complete his work. Thereafter, the 4th defendant and his Secretary became very furious and gave a frivolous complaint with police as against the plaintiff which necessitated the plaintiff to move the Hon'ble High Court of Madras for anticipatory bail in CrI.O.P.No.16811 of



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2011 and secured anticipatory bail and the said petition came to be dismissed that no complaint is pending as against the plaintiff. Despite repeated demands and reminders by the plaintiff both orally and by letters, the defendants did not make the payment due for the contracts executed by the plaintiff at their instance.

e). Though there were misunderstanding, the plaintiff wanted to settle the dispute amicably without recourse to the proceedings in the court of law, the plaintiff had frequently contacted the defendants and sought for payments. The defendants 4 and 5 promised that the payment would be settled shortly. Hence, the plaintiff has submitted all the bills for approval and payment to their bankers namely Corporation Bank and Dena Bank, as and when they release the payments, he would settle the bills to the plaintiff, however, though the 4th and 5 defendants have received the payments from the bank, have not chosen to pay the plaintiff and settle his dues as on date.

f) The 4th and 5th defendants had got their loan sanctioned by the Corporation Bank based on the estimate given by the plaintiff for



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electrical work and other contractors for other works in the Hotel. Even after sanction of the loan from the Corporation Bank, they failed to pay the dues to the plaintiff and other creditors. Further, the secretary and servants of the 4th and 5th defendant broke open the store room maintained by the plaintiff and taken away the Bill Delivery Challans and materials of worth about Rs.7,18,023.00 which was also informed to the 4th defendant orally and also by letter dated 29-10-2012. In total, a sum of Rs.1,26,40,212/- is due to be paid by M/s.BKR Hotel as per Bill No.I to V and a sum of Rs.22,17,618/- is due to be paid by M/s.BKR Convention Centre as per Bill No.I to III including VAT and deducting the advance amount.

g).The defendants having extracted the work of the plaintiff and made the plaintiff to purchase the goods on credit basis and withholding the payments payable to the plaintiff has caused the plaintiff great loss and financial strain in his business. The defendants have failed and neglected to pay the said sum of Rs.1,48,57,830/- despite repeated demands and reminders. The plaintiff as per their trade practice, usage and custom, such payments will have to be made as and when the bill is certified by the architect and if the bill is not settled within 15 days from the date of bill, it



will carry interest 24% per annum. The plaintiff is also constrained to pay interest to the financial institutions and non-banking institutions ranging from 24-36% and similarly, he is also paying interest between 18 to 24% to the suppliers who have supplied electrical goods on credit basis.

h). The defendants are jointly and severally liable to pay Rs.1,26,40,212/- for the work executed for BKR Hotels and Resorts and Rs. 22,17,618/- for BKR Convention Centre and in all a sum of Rs. 1,48,57,830/- besides a sum of Rs.40,11,614/- towards interest from 30/06/2012 till date and a sum of Rs.1,88,69,444/-which sum the defendants have failed and neglected pay despite repeated demands and reminders. Hence, this suit.

2. The case of the Defendants, in a nutshell, as set out in the written statement, is as follows:-

a. The plaintiff was engaged by the defendants to carryout electrical works in their institutions and hotel premises and as per the understanding, the defendants have paid the amount to the plaintiff then and there on completion of works. The works carried out by the plaintiff have to be certified by the architect of the defendants and the payments thereof were



made by the defendants. Further, the entire renovation works were executed by Mr.C.R.Raju, Architect and his team.

b.The defendants deny the allegation that the plaintiff had completed the wiring, electrification works of BKR Hotels and Resorts and also to BKR Convention Centre for the supply of materials and labour charges inclusive of pending bills comes to Rs.1,48,57,830/- as on 30.6.2012. The alleged summary of bills is nothing but a document concocted by the defendant and the same are unauthenticated.

c. It is denied and false the insistence of the defendants to issue completion certificate and refusal of the same by the plaintiff as the work was not completed by then. Filing of Anticipatory Bail by the plaintiff before the Hon'ble Court and dismissal of the same that no complaint is pending is matter of record. The further allegations as to plaintiff sending a repeated demands as the defendants to the make payment is also denied as false.

d. It is denied and false that the defendants got loan from the bank based on the estimation submitted by the plaintiff and the defendants assured repayment after sanction of loan, that the plaintiff has completed 97% of the work obtaining finance from outside to proceed with the work in

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the premises of the defendants 1 & 2 and further the secretary and servants of the 4th and 5th defendant had broke open the store room maintained by the plaintiff and taken away the bills, delivery challans and material worth about Rs.7,18,023/- is denied as false and fictitious.

e. The defendants are not at all liable to pay any amount as claimed much less the total sum of Rs.1,48,57,830/- or Rs.1,88,69,444/. The cause of action alleged has never arose and as such the suit is not sustainable.

f.The defendants chose to engage the plaintiff to carryout electrical works in the hotel premises acquired by them inspite of the fact that the plaintiff is not a renowned contractor nor he has completed any note worthy project only to alleviate his business. However, the plaintiff had been sloth in carrying out the work and engaged only handful of workers which was not in consonance with the volume and schedule of work. Further, there is no written contract, work order, bill of quantity, between the plaintiff and the defendant in respect of the electrical work improperly carried out by the plaintiff in the defendants' premises and thus there is no basis for the claim made by the plaintiff in the suit. The plaintiff has abandoned the work in the



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midway and after inauguration of the Hotel, the plaintiff on 15.5.2012 has received a sum of Rs.30,00,000/- by cheque towards full and final settlement. The plaintiff as on that date had received a total sum of Rs.1,79,75,000/- including the said Rs.30,00,000/-. However, the plaintiff during October 2012 has sent bills dated 30.6.2012 claiming fictitious amount without any basis. Therefore, the plaintiff has ignored the same as the entire dues to the plaintiff was fully and finally settled as evidence by the receipt signed by the plaintiff as early as on 15.5.2012 itself. Apparently in all the bills filed along with the suit raised in the name of plaintiff, no proof has been shown that those materials were used in the premises of the defendants. Further, no vouching has been made by any of the representative of the defendants in of the bills/invoices raised in the name of the plaintiff. Thus, basing his entire claim on the above said documents the plaintiff has chosen to file the above suit without even a statement of accounts as to his alleged claim is altogether unsustainable. Further, the defendants are not due to pay any amount to anybody and no litigation against the defendants in respect of any dues by anybody as such the defendants have been prompt and sincere in their business. The plaintiff has deliberately made such



allegation knowing that the same is false only for the purpose of case.

Further, the 3rd defendant is not at all a legal entity it is a unit of the 2nd defendant and therefore the 3rd defendant cannot be arrayed as defendant and accordingly the suit against the 3rd respondent is unsustainable. Therefore, there is no substance or merit in the above suit and the same is liable to be dismissed.

4. On the pleadings of the parties, the following issues were framed in both suits:-

1. Whether the plaintiff is entitled to recover a sum as prayed for in the plaint?

2. Whether the plea that the defendants have paid a sum of Rs.30,00,000/- to the plaintiff on 15.05.2012 towards full and final settlement is true?

3. To what interest the plaintiff is entitled to?

4. To what other reliefs, the parties are entitled to?

5. To substantiate the respective contentions, P.W.1 was examined and Ex.P1 to Ex.P74 were marked on the side of the plaintiffs. D.W.1 was examined and Ex.D1 to Ex.D4 were marked on the side of the defendants.



WEB COPY 6. Heard both sides and perused the material available on records.

7. The learned counsel for the plaintiff submits that there is an understanding between the 4th defendant and the plaintiff that the plaintiff would be purchasing the materials from the suppliers by paying money out of his pocket. After the said purchase, the plaintiff has to carry on the installations of such materials as per the specifications of the Architect. The Architect in turn would certify the job done based on the same, as well as based on the bills of purchase and labour, the 4th defendant was to pay the plaintiff as meant of Work Contract.

8. It has been further submitted by the learned counsel for the plaintiff that in respect of BKR Hotels, the plaintiff had submitted five set of bills all totaling Rs.2,66,51,125/- whose VAT tax at the rate of 14.5% is Rs.32,46,064/- all totaling upto Rs.2,98,97,189/-. However, the defendants had released only Rs.1,79,75,000/-. The balance of Rs.1,19,22, 189/- remains unpaid. In the meanwhile, as the material and tools kept by the plaintiff in the store room of the basement of the premises was taken away



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by the defendant and his henchmen whose value is Rs.7,18,023/-. By adding the same, M/S.BKR Hotels has to pay the sum of Rs.1,26,40,212/- to the plaintiff.

9. The learned counsel for the plaintiff further submits that two sets of bills in respect of BKR Convention Centre and one set of bill in respect of the house property of the 4th defendant totaling a sum of Rs.21,29,144/- along with VAT 14.5% being Rs.2,38,474/- all totaling Rs.23,67,618/- was the original due. Out of this Rs.1,50,000/- was paid to the plaintiff by a cheque dated 01.02.2011 and as such the balance of unpaid amount in respect of BKR Convention Centre and the residence of the 4th defendant stands at Rs.22,17,618/-.

10. It has been further submitted by the learned counsel for the plaintiff that the entire amount which remains unpaid to the plaintiff by the defendants is Rs.1,48,57,830/-. This amount was due as on 30.06.2012. An interest for the said unpaid amount at the rate of 24% per annum would be Rs.40,11,614/- from 30.06.2012 to the date of the plaint. Therefore the



defendants are liable to pay the suit sum of Rs.1,88,69,444/-.

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11. The learned counsel for the plaintiff further submits the 4th defendant without settling the entire payment to the plaintiff and without installation of the fire fighting sensors and smoke control panel system which are essential to claim that the works have been completed, demanded the plaintiff to give a completion certificate, apparently for the purpose of misleading the bank in availing further loans. This demand was plainly rejected by the plaintiff. Irked at the refusal of the plaintiff, the 4th defendant refused to pay the balance of the payments. Further, the 4th defendant without knowledge of the plaintiff and behind his back seems to have installed the fire fighting system in a unprofessional manner and fixed the date for the opening of the hotel premises, that too without settling the balance to the plaintiff.

12. It has been further submitted by the learned counsel for the plaintiff that the plaintiff has produced 572 documents including bills, plans, maps, minutes, drawings etc., in Exhibits - P1 to P74, and examined himself



as PW1. Whereas, on the defendant side, D.W1 was examined and marked Exhibit - D1 to D4. The defendants 1, 3 and 4 have not let in any evidence denying the claim of the plaintiff as is evident from Exhibit D3 as well as from the evidence of DW1. That apart it is pertinent to point out that the 4th defendant who happens to be the man behind the companies of D1 to D3 has evaded, entering the witness box, which itself speaks volumes about the case of the defendant. Therefore, it is just and necessary to draw adverse inference against the defendants for failure to enter the witness box and not let in any evidence in respect of the other defendants.

13. The learned counsel for the plaintiff further submits the the Defendant have paid Rs.30 Lakhs to the plaintiff not towards full and final settlement as Marked Ex.D1 and it is part payment towards total amount Bill. Further, "full and final settlement" has been inserted without the knowledge of the plaintiff or at a later time, all with an ill intention to defeat the claim of the plaintiff and it is bound duty to prove the same as the amount has been paid for "full and final settlement". As the said burden has not been discharged by the defendants and as such Exhibit D1 is unsustainable and unbelievable. Further, the defendants have not repudiated



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the claim of the plaintiff and produced any shred of evidence to reject the claim of the plaintiff, the suit may be decreed as prayed for. .

14. The learned counsel for the defendants submits that the alleged summary of bills comes to Rs.1,48,57,830/- as on 30.6.2012 is nothing but a document concocted by the plaintiff and the same are unauthenticated. Further, the plaintiff has abandoned the work in the midway and after inauguration of the Hotel, the plaintiff on 15.5.2012 has received a sum of Rs.30,00,000/- by cheque towards full and final settlement and the same has been vouched by the plaintiff. Vide Ex.D1. The plaintiff as on that date had received a total sum of Rs.1,79,75,000/- including the said Rs.30,00,000/-. However, the plaintiff during October 2012 has sent bills dated 30.6.2012 claiming fictitious amount without any basis. Therefore, the defendants have ignored the same as the entire dues to the plaintiff was fully and finally settled as evidence by the receipt signed by the plaintiff as early as on 15.5.2012 itself.

15. It has been further submitted by the learned counsel for the



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defendants that the secretary and servants of the defendants 4 and 5 had not break open the store room maintained by the plaintiff and not taken away the bills, delivery challans and material worth about Rs.7,18,023/-. The same is false and fictitious statement has been made by the plaintiff with the intention to receive the aforesaid amount from the defendants.

16. The learned counsel for the defendants submits that even though the plaintiff states that those materials were used in the premises of the defendants, no vouching has been made by any of the representative of the defendants in of the bills/invoices raised in the name of the plaintiff. Thus, basing his entire claim on the above said documents the plaintiff has chosen to file the above suit without even a statement of accounts is altogether unsustainable. Further, the defendants are not due to pay any amount to the plaintiff and anybody as the defendants have been prompt and sincere in their business. The plaintiff has deliberately made such allegation only for the purpose of case. Therefore, there is no substance or merit in the above suit and the same is liable to be dismissed. Hence, he seeks to dismiss the suit.



WEB CODE Issue Nos 1 to 4:

17. On perusal of Ex.P1 to Ex.P50-Delivery Challans and Invoices, it is seen that the plaintiff has purchased the electrical products from various electrical shop in various dates for the execution of electrical work for the defendants. Ex.P52 to Ex.P59- the Instruction and recommendation issued by the Architect to the plaintiff shows that what are the electrical works to carry out in BKR Hotels and Resorts and also BKR Convention centre. Ex.P62 (Series 11 Nos.) reveals that what are all electrical works carried out in BKR Convention centre. The details of work done by the plaintiff in BKR Hotel shows in Ex.P63(Series 38Nos.), Ex.P64 (Series 36 Nos.) and Ex.P70(Series 2 Nos.). In support of his completion of Electrical work in BKR Hotel and BKR Convention centre, such as Hotel Bar, Reception, Lobby, Front Office, Common Area, Rooms, Passage Terrace, Banquet Hall, Gym etc., came to be known in Ex.P71 to Ex.P74.

18. By way of Ex.D3, it is seen that D.W.1 being the Manager has been authorized by the Board of Director of the BKR Hotels and Resort



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(P) Ltd who has replied evasively in the cross examination. To deny the claim of the plaintiff, on the side of the defendants, no other witnesses has been examined except D.W.1. Further, as the defendants have not sent any reply to the letter sent by the plaintiff claiming for the aforesaid amount, it draws the adverse inference against them.

19. Based on the Ex.P1 to Ex.P50, the plaintiff has raised Bills for Rs.1,26,40,212.00 including the VAT @14.5% for the supply of the Materials and labour charges in BKR Hotels and Resorts and deducting the amount paid by the defendants and further, he has raised Bills for Rs.22,17,618.00 including the VAT @14.5% deducting the amount paid by the defendants for the supply of materials and labour charges in BKR Convention centre. However, the plaintiff has not produced any VAT and Income Tax returns filed by them showing the said transaction to that effect in the year 2012. Further, the VAT replaced by GST all over India from 01.07.2017. At this Juncture, the Plaintiff cannot claim VAT @14.5% for the aforesaid Bill.



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20. On the side of the plaintiff, even though in Ex.P67-Notice, it is stated that their Store Room was break open and material worth about Rs.7,18,023/- is taken away by the defendants, wherein the details of the material missing from the Store Room is not explained by the plaintiff. Further, in this regard, they have not produced any documents for making any complaint against the defendants in the police authority and produced only a Notice sent to the defendants. Hence, it cannot be accepted. In view of the aforesaid observation, it makes clear that the plaintiff is entitled for the Bill amount alone excluding VAT @14.5% and Rs.7,18,023/- which is to be paid by the defendants. Accordingly, Issue No.1 is answered in favour of the plaintiff.

21. On the side of the defendants, even they have merely refused the entire Bills produced by the plaintiff which are bogus and fabricated, they have not strongly objected the same by producing the contra oral and documentary evidence to disprove the entire Bills produced by the plaintiff asserting which are bogus and fabricated. During the time of chief examination, the defendants have not raised any strong objection for the



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Exhibits marked on the side of the plaintiff. Further, even though the defendants contended that the plaintiff had received a sum of Rs.30,00,000/- as Full and Final settlement, it is denied by the plaintiff. Under such circumstances, the defendants are bound to prove the same, by way of oral and documentary evidence as the said amount has been paid as Full and Final settlement to the plaintiff. But, they have failed to prove the same. Hence, the payment of Rs.30,00,000/- made to the plaintiff on 15.05.2012 towards full and final settlement is not proved. Accordingly, Issue No.2 is answered in favour of the plaintiff.

22. In view of the above, having considered the Ex.P1 to Ex.P74, including the entire Bills, the details of Job Works, the Plaintiff is entitled to only for the Bills raised against the Defendants excluding VAT @14.5% and Rs.7,18,023/- with interest @ 12% p.a. from the date of plaint till the date of realization. Accordingly, Issue Nos.3 and 4 are answered in favour of the plaintiff.

23. In the result, the suit is partly decreed. No costs.



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Witnesses examined on the side of the plaintiff and defendants:

- 1.T.Sakthivel (PW1)
- 2.Mrs. K.Ammu (DW-1)

Exhibits produced on the side of the plaintiff:

S.No	Exhibits	Description of documents
1.	Ex P1	(Series) (2 Nos.) are the delivery challan of M/s.Ace Tecch Engineers.
2.	Ex P2	(Series) (2 Nos.) are the invoices of Amit Electricals.
3.	Ex P3	is the delivery challan of Amit Electricals.



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S.No	Exhibits	Description of documents
4.	Ex P4	(Series) (13 Nos.) are the invoices of Bhawarlal Suresh Kumar Jain
5.	Ex P5	is the invoice of Chetan Cable.
6.	Ex P6	(Series) (31 Nos.) are the invoices Chopra Industrial Corporation.
7.	Ex P7	(Series) (34 Nos.) are the delivery challan of Chopra Industrial Corporation.
8.	Ex P8	(Series) (25 Nos.) are invoices of Citadal Controls Private Limited.
9.	Ex P9	(Series) (26 Nos.) are delivery challan of Citadal Controls Private Limited.
10.	Ex P10	(Series) (4 Nos.) are invoices of Diamond Electricals,
11.	Ex P11	is the delivery challan of Diamond Electricals.
12.	Ex P12	(Series) (5 Nos.) are invoices of Dwaraka Electricals.
13.	Ex P13	is the invoice of Fomra Electronics Private Limited.
14.	Ex P14	(Series) (5 Nos.) are the invoices of Gandhi Industrial Electricals.
15.	Ex P15	(Series) (6 Nos.) are delivery challans of Gandhi Industrial Electricals.
16.	Ex P16	(Series) (33 Nos.) are delivery challan of High Tech Power Dry.
17.	Ex P17	(Series) (31 Nos.) are the invoices of Inner Space.
18.	Ex P18	(Series) (13 Nos.) are invoices of International Cables.
19.	Ex P19	(Series) (13 Nos.) are delivery challan of International Cables.
20.	Ex P20	(Series) (4 Nos.) are the tax invoices of Jain Distributors.
21.	Ex P21	(Series) (8 Nos.) are delivery challan of Jain Distributors.
22.	Ex P22	is the cash bill of Lakshmi Agencies.
23.	Ex P23	(Series) (33 Nos.) are the delivery challan of ILED Lighting System.
24.	Ex P24	is the invoice of lighting wonders.
25.	Ex P25	(Series) (10 Nos.) are the delivery challans of lighting



17.	Ex P17	(Series) (31 Nos.) are the invoices of Inner Space. wonders.
26.	Ex P26	(Series) (49 Nos.) are invoices of Orient Electricals and Engineers (I) Private Limited.
27.	Ex P27	(Series) (42 Nos.) are delivery challans of Orient Electricals.
28.	Ex P28	(Series) (3 Nos.) are invoices of Power solutions
29.	Ex P29	(Series) (3 Nos.) are delivery challan of power solutions.
30.	Ex P30	(Series) (3 Nos.) are invoices of Rahul Cables.
31.	Ex P31	(Series) (7 Nos.) are invoices of Raju Electricals.
32.	Ex P32	is the delivery challan of RMH Control Systems
33.	Ex P33	(Series) (8 Nos.) are invoices of Ratna Electricals.
34.	Ex P34	(Series) (3 Nos.) are invoices of Ratna Fan House Private Limited.
35.	Ex P35	(Series) (2 Nos.) are delivery challans of reflections.
36.	Ex P36	(Series) (11 Nos.) are invoices of RK Electronics.
37.	Ex P37	(Series) (3 Nos.) are delivery challan of RK Electronics.
38.	Ex P38	is the invoice of Royal Agencies.
39.	Ex P39	(Series) (33 Nos.) are invoices of Royal Marketing
40.	Ex P40	(Series) (23 Nos.) are delivery challans of Royal Marketing
41.	Ex P41	(Series) (2 Nos.) are invoices of SHARK Enterprises.
42.	Ex P42	(Series) (3 Nos.) are invoices of SK Electricals.
43.	Ex P43	is the invoice of Shri Dhanalakshmi Hardwares.
44.	Ex P44	(Series) (39 Nos.) are invoices of Super Tube Corporation.
45.	Ex P45	Series (41 Nos.) a delivery challans of Supertube Corporation.
46.	Ex P46	Series (3 Nos.) are invoices of Texonix instruments.
47.	Ex P47	is the delivery challan of Texonix instrument.
48.	Ex P48	Series (3 Nos.) are invoices of Vasavi Enterprises.



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35.	Ex P35	(Series) (2 Nos.) are delivery challans of reflections.
49	Ex P49	Series (2 Nos.) are delivery challans of Vasavi Enterprises.
50	Ex P50	Series (2 Nos.) are invoices cum delivery notes of Venu's Electricals.
51	Ex P51	is the office xerox copy letter from Hoskara Erco Private Limited to the defendant (Marked subject to objection).
52	Ex P52	is the list of drawings issued by the Architect to the plaintiff.
53	Ex P53	is the instruction for Architect.
54	Ex P54	is the minutes of the meeting held at the site.
55	Ex P55	is the instruction from the Architect.
56	Ex P56	is the drawings of control panel High Tech Power Drive.
57	Ex P57	is the list of drawings issued by the Architect by the plaintiff.
58	Ex P58	is the minutes of meeting letter.
59	Ex P59	is the letter of recommendation by the Architect.
60	Ex P60	Series (2 Nos.) are the maintenance job orders.
61	Ex P61	is the letter from the plaintiff to the defendant.
62	Ex P62	Series (11 Nos.) are the details of work done by plaintiff in respect of BKR Convention Centre.
63	Ex P63	Series (38 Nos.) are details of work done by plaintiff in respect of BKR Hotel.
64	Ex P64	Series (36 Nos.) are details of measurement and work done by the plaintiff in respect of BKR Hotel.
65	Ex P65	is the order of the Hon'ble Court in Crl. O.P. No.16811 of 2012.
66	Ex P66	Series is the letter from the plaintiff to the defendant along with courier receipts and return covers.
67	Ex P67	Series are the letter from the plaintiff for payments and the bankers along with postal receipts and acknowledgment cards.



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35.	Ex P35	(Series) (2 Nos.) are delivery challans of reflections.
68	Ex P68	Series (18 Nos.) are the layout plans given by the Architect.
69	Ex P69	Series (14 Nos.) are list of drawings issued by the Architect to the plaintiff.
70	Ex P70	Series (2 Nos.) are the scope of work done statement.
71	Ex P71	is the list of drawing issued by the Architect.
72	Ex P72	is the list of electrical load in detail (Marked subject to objection).
73	Ex P73	is the minutes of meeting held (Marked subject to objection).
74	Ex P74	is the minutes of meeting held (Marked subject to objection).

Exhibits produced on the side of the defendants:

S.No	Exhibits	Description of documents
1.	Ex D1	The Signature found in the receipt is marked (Marked during P.W.1 cross)
2.	Ex D2	The Bank Statement is marked (Marked during P.W.1 cross)
3.	Ex D3	is the Original Authorization Letter dated 14.07.2019.
4.	Ex D4	Is the Xerox copy of the complaint dated 09.07.2012 (Learned plaintiff counsel objected to marking of Ex.D4)

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A.A. NAKKIRAN, J.

Lbm



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