



A.S.(MD).No.211 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 11.03.2024

CORAM:

THE HONOURABLE MR.JUSTICE P.DHANABAL

A.S(MD)No.211 of 2023
and
C.M.P(MD) No.11935 of 2023

P.Sembianmadevi

... Appellant/Defendant

-VS-

M. Justin Prakash

... Respondent/Plaintiff

PRAYER: First Appeal filed under Order 41, Rule 1(1) and Section 96 of Civil Procedure Code, against the judgment and decree passed by the Additional District and Sessions Judge, Palani, Dindigul District in O.S.No. 14 of 2005, dated 26.06.2023.

For Appellant : Mr.B.Babu
For Respondent : Mr.S.Kanagarajan
for Mr.S.Muthumalai Raja

J U D G M E N T

This First Appeal has been filed by the appellant as against the decree and judgment passed in O.S.No.14 of 2005, dated 26.06.2023 on the file of



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the Additional District and Sessions Court, Palani, Dindigul District, wherein, the respondent herein has filed a suit as against the appellant herein for recovery of money and the same was decreed. As against the judgment and decree passed by the trial Court, the present First Appeal has filed by the appellant.

2. For the sake of convenience and brevity, the parties herein after will be referred to as per their status/ranking in the trial Court.

3. The brief averments made in the plaint are as follows:

The plaintiff is an engineer and a contractor engaged in construction of buildings. The defendant and her husband had approached the plaintiff for construction of a house at Kodaikanal belongs to the defendant in T.S.No.48, Ward – D, Block-15. On 06.03.2001, both the parties orally entered into an agreement for construction of the house for a sum Rs.584/- per square feet for around 2500 square feet. The plaintiff began his work on the same day itself. The defendant paid a sum of Rs.1,00,000/- (Rupees One Lakh only) to the plaintiff on 26.04.2001 as first payment for the said construction. Thereafter, due to want of loan by the defendant written agreement was entered into



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between the parties, dated 04.05.2001 for construction 2464 square feet and the defendant agreed to pay a lump sum of Rs.14,40,000/- (Rupees Fourteen Lakhs and Forty Thousand only) to the plaintiff. Thereafter, on sanctioning of the loan amount, the defendant met the plaintiff on 20.06.2001 and informed that she wanted to construct the house more extensively than what was agreed before as she got loan from the bank. The husband of the defendant also gave him an appreciation certificate to that effect dated 22.06.2001. In the said letter, the cost of project was mentioned as Rs.22,00,000/- (Rupees Twenty Two Lakhs only) and the project is under construction with developmental works.

3.1. It was agreed that the total area to be constructed is 4581.68 square feet at the rate for Rs.584.40 per square feet. The said work did not include the water tank, compound wall, demolition of old house and the cost of removing the materials from the demolished site and filling up the pits and construction of culvert. The residential house construction work was completed on 15.02.2002. The defendant also performed the house warming ceremony on 10.03.2002 and subsequently she occupied the house.



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3.2. The cost of construction for the total area of 4581.68 square feet was Rs.26,77,572/- the cost of extra work done under the instructions of the defendant was Rs.1,04,000/- and till 06.04.2002, the plaintiff had received a sum of Rs.15,00,000/- from the defendant on various occasions through Cheques. There is a balance of Rs.9,36,222/- due to the plaintiff from the defendant after accounting for the materials supplied by the defendant and the materials of the plaintiff in the site and other miscellaneous items. The plaintiff had issued a detailed bill dated 01.04.2002 to the defendant.

3.3. The plaintiff lastly received only Rs.30,000/- on 06.04.2002 from the defendant and no other payments were received till date. The defendant lodged a complaint to the Sub-Inspector of Police, Kodaikanal with false details. In the meantime, the plaintiff has also approached the Builders Association of India, Kodaikanal, against the conduct of the defendant through his letter dated 27.07.2002. After the receipt of the complaints, the Office bearers of the Builders Association, Kodaikanal inspected the constructed house and measured the area on 09.08.2002 and submitted a report, that the defendant is liable to pay a sum of Rs.9,30,783/- towards balance to the plaintiff. The defendant also filed a complaint before the



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District Consumer Dispute Redressal Forum and the same was dismissed on 12.04.2004, on the ground that the matter received consideration of the oral and documentary evidences, which has to be done by Civil Court. Therefore, the plaintiff filed a suit for recovery of money a sum of Rs.Rs.9,30,783/- along with interest at the rate of 6% from the defendant.

4. The brief averments made in the written statement of the defendant are as follows:

The plaintiff's claim is false. The plaintiff is not entitled the claim amount. The defendant is the owner of the property and she entered into an agreement with the plaintiff for construction of a building on 04.05.2001 for a consolidated amount of Rs.14,40,000/- for an extent of 2464 square feet. The defendant had paid the payments as and when the bills were raised by the plaintiff. The plaintiff has also issued the receipt for the payment received by him. On 10.03.2002, the defendant had occupied the house and the total amount as per the contract has been paid by the defendant and no amount remains due to pay. Further, in the structural building, there were cracks in the ceiling and walls, thereby the defendant has addressed a letter to the plaintiff calling for rectifying the structural defects on 31.05.2002. The plaintiff sent a



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reply refusing to give the consolidated bill. The defendant had engaged the services of one M.Sulthan Ibrahim to rectify the defects and has entered into an agreement for the same on contract basis at the rate of Rs.80/- per square feet and thereby, he spent a sum of Rs.1,48,000/-. In fact, the plaintiff had agreed to make good of any defects found in the building but has not accepted the request of the defendant and to rectify the same. The defendant never agreed to construct the house for more than Rs.15,00,000/- (Rupees Fifteen Lakhs only) and the agreement was entered into only for Rs.14,40,000/- (Rupees Fourteen Lakhs and Forty Thousand only) and nothing more. This defendant never asked the plaintiff to construct the house more extensively than what was agreed. The cost of construction of water tank had been included in the agreement entered into on 04.05.2001. The rest of the work namely, the compound wall and demolition of small structure has been done by this defendant with the help of the 2nd contractor. The plaintiff gave a completion Certificate on 15.02.2002 and this defendant performed the house warming ceremony on 10.03.2002.

4.1. The contract with the plaintiff for construction of the house was only for 2464 square feet. The plaintiff calculating the total square feet



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4581.68 is totally incorrect and this defendant had not asked to do any extra work as stated by the plaintiff. The defendant is not liable to pay Rs.1,04,000/-. The plaintiff had not sent any consolidated bill by giving details for Rs.26,77,572/-. The defendant is not aware of the complaint given by the plaintiff to the Builder's Association of India, Kodaikanal. Nobody inspected the property as stated by the plaintiff on 09.08.2002. It is true that this defendant preferred the complaint before the District Consumer Disputes Redressal Forum. Therefore, the plaintiff's claim is totally false and he is not entitled to claim the relief as prayed for. Therefore, the suit is liable to be dismissed.

5. Based on the above said pleadings, the trial Court has framed the following issues:

1. Whether the report of the office bearers of the Builders Association upon which the plaintiff basing his claim is true, genuine and reliable or self serving document as alleged by the defendant?

2. Whether the defendant is liable to pay the suit amount to the plaintiff as alleged by the plaintiff?



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6. Before the trial Court, on the side of the plaintiff, he was examined as P.W.1 and also examined P.W.2 and marked documents Ex.A1 to A4. On the side of the defendant D.W.1 to D.W3 were examined and documents Ex.B1 to Ex.B22 were marked and also Ex.C.1- Commissioner Report also filed. The trial Court, after considering the evidences adduced on either side, decreed the suit by directing the defendant to pay a sum of Rs.9,30,783/- to the plaintiff with interest at the rate of 6% per annum from 06.04.2002 till the date of realization of amount with costs.

7. Aggrieved by the said decree and judgment of the trial Court, the appellant has preferred the appeal on the following grounds:

1. The Decree and Judgment passed by the trial Court is perse illegal and against the settled principles of law.

2. The trial Court ought to have dismissed the suit when the original construction agreement entered into between the parties which has been produced and marked before the trial Court.

3. The trial Court ought to have dismissed the suit as it was based on an unauthorized persons report, which is not a statutory body, and the same is



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not supported by evidence as per the Provisions of Indian Evidence Act.

4. The trial Court failed to appreciate the documents submitted and its evidentiary value let out by the appellant to disprove the case of the plaintiff.

5. The trial Court erroneously accepted Ex.-A3 in its conclusion when the same was not marked and proved in the manner known to law by examining, the Author of the document, and therefore it lacks evidentiary value in all respects.

6. The trial Court miserably failed to see the point of limitation, as to whether the suit was filed in time, when admittedly the House Construction was completed and handed over to the appellant for house warming even on 15.02.2002 itself and it is barred by limitation.

7. The trial Court ought to have rejected the claim of the plaintiff, regarding oral agreement, when the appellant/defendant produced the original written agreement to disprove the claim of the plaintiff.

8. The trial Court has wrongly shifted the onus on the defendant, instead of the plaintiff to prove the suit. The trial Court failed to consider the evidences produced by the defendant, and allowed the suit.

9. The trial Court though framed issue No.1



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regarding the genuineness of Ex.A-3, has miserably failed to answer the same as, Ex.A-3 was not proved by the maker of the document as stipulated under the provisions of the Indian Evidence Act.

10. The trial Court also not considered the evidentiary value of original written agreement of construction according to the provisions of Indian Evidence Act, while accepting the plea of oral agreement which was not proved as per law.

11. The trial Court erroneously relied upon the Commissioner's report which was clearly an attempt to gather evidence and the same is not permissible under law and further the Commissioner inspection was also done after 17 years from the date of filing of the suit is not permissible.

8. The learned counsel appearing for the appellant would contend that the appellant and the respondent entered into an agreement for construction of house for a sum of Rs.14,40,000/- for an extent of 2464 square feet and thereafter, the construction was completed on 15.02.2002. The appellant has paid a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs only) towards construction cost and as per the agreement a sum of Rs.14,40,000/- has to be



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paid for the construction of the building to an extent of 2464 square feet. Remaining amount was paid towards construction of compound wall. But the plaintiff has failed to construct the compound wall and there are some defects in the building constructed by the plaintiff and though he initially agreed to rectify the defects thereafter failed to rectify the same. Thereby she entered in to the agreement with another person namely Sulthan Ibrahim and paid a sum of Rs.1,48,000/- to rectify the defects. There is a deficiency in service and thereby the appellant had given a complaint before the District Consumer Disputes Redressal Forum and the same was dismissed by directing the parties to approach the Civil Court and thereafter, the respondent has filed a suit with false allegations as if the appellant has to pay a sum of Rs.9,30,000/- for the construction of 4581.68 square feet and a sum of Rs.1,04,000/- towards extra work. In fact, the appellant had constructed the house with another engineer and thereby no question of payment of money due to the respondent/plaintiff would arise. The extra work was not done by the respondent/plaintiff and the same was done by this appellant through another engineer. Further, the respondent/plaintiff has not filed any documents to show the work done by him and further as per the agreement the admitted area for construction is 2464 square feet. Even in the agreement, there is a



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clause, if any deviations in the work it should be done with the prior permission of the appellant herein. Therefore, the respondent could not do the work as alleged by him.

8.1. Already the appellant had given a complaint before the Builders Association, Kodaikanal, but they have not taken any steps. Per contra, without any information they filed a report alleging that they have inspected the suit property. In fact, none of the officials have inspected the property and the alleged inspection was not brought to the knowledge of the appellant/defendant. The appellant requested the respondent/plaintiff to issue a detailed bill for the claim amount, but he has not issued the detailed bill and the documents filed by the plaintiff himself would show that no detailed bill was issued by the respondent/plaintiff and he suppressed the defects in the construction and the respondent/plaintiff filed the suit at the verge of the lapse of limitation. Therefore, the plaintiff has not approached this Court with clean hands but the trial Court without considering the above said aspects erroneously decreed the suit. Therefore, the decree and judgment passed by the trial Court are liable to be set aside by allowing this appeal.



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9. The learned counsel appearing for the respondent/plaintiff would contend that the appellant and the respondent have entered into an agreement in respect of construction of the house. Initially, there was an oral agreement and then it was reduced in to writing for getting loan and thereby they entered into the written agreement for construction to an extent of 2464 square feet for a sum of Rs.14,40,000/- and thereafter the same was extended through oral agreement and the construction was made to an extent of 4581 square feet. Apart from that the respondent/plaintiff had done extra work as instructed by the appellant/defendant for a sum of Rs.1,04,000/- and already a sum of Rs.15,00,000/- was received by the plaintiff. There is a balance sum of Rs.9,36,222/- and thereby, he filed a suit for recovery of money. Already the same appellant/defendant had filed a petition before the District Consumer Dispute Redressal Forum and the same was dismissed with liberty to approach the Civil Court. Before the trial Court, on the side of the respondent /plaintiff he examined himself as P.W.1 and also examined P.W.2 and documents Ex.A1 to Ex.A4 were marked. On the side of the appellant/defendant D.W.1 to D.W.3 were examined and documents Ex.B1 to Ex.B22 were marked and also Ex.C.1- Commissioner Report was also marked. The



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trial Court after considering all the evidences correctly decreed the suit and thereby the present appeal is liable to be dismissed.

10. This Court heard both sides and perused the records. Upon hearing both sides and perusing the records, the points for determination in this first Appeal are as follows:

1. Whether the respondent/plaintiff made construction to the entire extent of 4581.68 square feet?
2. Whether the respondent/plaintiff had done extra work for a sum of Rs.1,04,000/-?
3. Whether the defendant incurred expenses towards rectification of defects in the house property?
4. Whether the plaintiff is entitled to the suit amount as prayed for?
5. Whether the appeal is liable to be allowed or not?

11. Point No.1:

In this case, it is an admitted fact that the plaintiff and the defendant entered into agreement dated 04.05.2001 for construction of 2464 square feet for a sum of Rs.14,40,000/-. According to the respondent/plaintiff after the



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said agreement the area of the construction was increased to 4581 square feet and the appellant/defendant also admitted the extra construction work made in the property. But the appellant/ defendant contention is that he engaged another person for construction of the said additional work. In this context, in order to prove the same, on the side of the plaintiff, he examined himself as P.W.1 and also examined P.W.2 and documents Ex.A1 to A4 were marked. On the side of the defendant D.W.1 to D.W3 were examined and documents Ex.B1 to Ex.B22 were marked and also Ex.C.1- Commissioner Report was marked. There is no dispute that there is an agreement, dated 04.05.2001 between the appellant and the defendant and the above said agreement was not produced by the plaintiff and the plaintiff made a claim, based on the oral agreement entered into between the parties and the construction work was completed. According to the defendant he engaged another contractor to complete the extra work of construction.

11.1. The said agreement was marked on the side of the defendant's as Ex.B1. On a careful perusal of the Ex.B1, it is seen that the total plinth area was 2464 square feet and the amount fixed was Rs.14,40,000/- and in nowhere it is stated about the rate per square feet. The plaintiff also in his



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evidence reiterated the plaint averments by stating that he constructed the building in an extent of 4581 square feet and fixed the rate at Rs.584.40/- per square feet. There is no evidence as to how he fixed the above said amount and there is no explanation to that effect. Further, P.W.1 in his cross examination stated that prior to the agreement dated 04.05.2001, there was an oral agreement between the parties and he obtained a sum of Rs.1,00,000/- as advance. Thereafter, Ex.B1 was executed for making construction in 2464 square feet by fixing a sum of Rs.14,40,000/- and he has also admitted that as per the terms of agreement, if there is any deviation in the agreement it should be prior permission of the defendant. While so there is no evidence adduced by the plaintiff that prior permission was obtained from the defendant for the additional building constructed by the plaintiff.

11.2. Further the plaintiff admitted that the permission from the Municipality was granted only for 2654 square feet. Further he admitted that as per Ex.A2 the total amount payable is Rs.9,36,222/- but in the plaint he has mentioned it as 9,37,783/- and also he admitted that on 31.05.2002 a letter was issued by the plaintiff to the defendant ie., Ex.B3 and in that letter he admitted that *"I am able to give consolidated bill of quantity"*. Further he



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stated that “ I am willing to provide the details towards plumbing, drainage and electrical work if he could hand over all works and also in the Ex.B3. There is no mention about the amount in Ex.A2. Ex.A2, is dated 01.04.2002 and Ex.B3 is dated 31.05.2002. While so, the amount mentioned in Ex.A2 is not mentioned in Ex.B.2. The said aspect was admitted by the plaintiff during the course of cross examination.

11.3. Further P.W.1, admitted that he gave a letter of completion for construction dated 15.03.2002. Further, in Ex.B.1- agreement, the 3rd item was mentioned as Water Tank, Septic Tank and the amount was fixed at Rs. 3.5 Lakhs was also admitted by the plaintiff. Whereas in Ex.A2 separate amount was mentioned for water tank and septic tank and the same was also admitted by P.W.1 during his cross examination. Further, P.W.1 admitted that on 01.08.2002, the defendant preferred a complaint before the Builders Association of India, Kodaikanal in respect of the defects found in the house and he also admitted that the defects was rectified in the house through Sulthan Ibrahim by the defendant. Further, he admitted in the plaint that, the plaint mentioned total extent of 4581.68 square feet has to be constructed at the rate of Rs.584.40 per square feet. But in the agreement, there is no



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mention about the amount per square feet. Therefore, the plaintiff himself admitted that there is no amount fixed per square feet and as per the plaint the plaintiff constructed to an extent of 4581.68 square feet. As per Ex.A.3 constructed area is 4581.68 square feet. As per Ex.C1 the total plinth area of building + basement floor + ground floor + first floor and second floor is 4929 square feet. The 20 years old buildings is 4586 square feet and 18 years old building is 346 square feet. Therefore, the total extent also not tallied.

11.4. The plaintiff has not stated about the particulars of the buildings ie., how many floors are constructed and there is no break up of detail about the 4586 square feet. Even as per the agreement Ex.B1 Clause (6) if there is any deviations from the agreement, it should be with prior permission of the defendant but in this case there is no evidence to prove that the entire construction was made by the plaintiff and the plaintiff has not produced any documents in respect of the construction made by him. Further, even as per Ex.A2 the bill for the work is for the proposed construction of building ie., dated 01.04.2002, but already construction on an extent of 2646 square feet was completed in the month of February 2002 itself. Thereby Ex.A2 creates serious doubt with regard to the genuinity. According to the plaintiff, he



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completed the work in the month of February 2002 itself then Ex.A2 was received on 01.04.2002, bill for the proposed construction work. The plaintiff has produced Ex.A1, stating that the proposed plan for an extent of 4581 square feet, but that application has not been signed and also there is no materials for the approval of the said plan by the concerned authorities. The plaintiff has not specifically pleaded in the plaint as to who constructed the construction in the said extent of the property. Therefore, the plaintiff failed to prove that he constructed construction to an extent of 4581 square feet. Thus the point is answered.

12. Point No.2:

According to the plaintiff, apart from the construction work he made extra works as directed by the appellant/defendant and thereby he incurred expenditure to the tune of Rs.1,04,000/-. In this context, the plaintiff has produced Ex.A2. This Court in the previous point discussed about Ex.A2 and the plaintiff has failed to prove Ex.A2 in accordance with law. The plaintiff has not filed any other documents to show that extra work was done by him. The plaintiff not even examined any witnesses through whom the above said extra work was done. According to the defendant, he only constructed the



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extra work, while so it is duty of the plaintiff to prove the same, but he miserable to fail to prove that the extra work was done by him either through documents or examining oral evidence. Further, as per the agreement Ex.B1, if any deviation from the agreement it should be strictly done with the consent of the defendant, but there is no documents to show that the permission was granted by the defendant. Therefore, the respondent/plaintiff failed to prove that he has done extra work for a sum of Rs.1,04,000/-. Thus the point is answered.

13. Point No.3:

According to the defendant there are some defects in the building and the same was agreed by the plaintiff to rectify the defects, but the plaintiff failed to rectify the same. The plaintiff also admitted that the defendant engaged another contractor for carrying out the defects found in the building. The defendant has examined D.W.1 to D.W.3 and marked Ex.B1 to Ex.B.22 and the defendant side evidences show that the rectification were carried out through another contractor and she spent Rs.80/- per square feet, total amount spent is Rs.1,48,000/-. Since the plaintiff himself admitted that the plaintiff engaged another contractor to rectify the defects it is clear that the defendant



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incurred expenses for rectifying the defects. Thus the point is answered.

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14. Point No.4:

The plaintiff has sought for the relief of recovery of money stating that he made constructions in the entire extent of 4581 square feet by fixing the rate of Rs.584.40/- square feet. Already this Court has decided the previous points that the plaintiff failed to prove that he only constructed the entire extent of the property to an extent of 4581.68 square feet and there is no evidences adduced as to how the square feet rate of Rs.584/- was fixed. Further, the plaintiff issued Ex.B3 to the defendant and the defendant also sought for the detailed bill for the remaining amount. But the plaintiff himself admitted that he is unable to produce the detailed bill for the said amount and thereby the plaintiff failed to prove the claim. Even according to the plaintiff, already Rs.15,00,000/- was paid and thereafter Rs.30,000/- was paid on 06.04.2002, but the said amount was not deducted by the plaintiff in the plaint claim. According to the defendant there are some defects in the construction made by the plaintiff and thereby, he rectified the defects through another contractor and the same was also admitted by the plaintiff but the plaintiff has not deducted the said amount in the plaint. The plaintiff is mainly relying



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upon Ex.A2. But Ex.A2 is bill for proposed construction, but the building was already been completed prior to the date of Ex.A2.

14.1. Apart from that the plaintiff has relied upon the Ex.A3, which is given by the Builder's Association of India, Kodaikanal. The said document was denied by the defendant and according to the defendant, they have not inspected the property and they have not even informed about the inspection. In Ex.A3, the constructed area is mentioned as 4581 square feet. How they arrived the above said extent has not been mentioned in the Ex.A3 and there is no date of inspection details given in Ex.A3. There is also no reference in the Ex.A3 as to how they fixed the square feet amount of Rs.584.40/- further there is no details in respect of the extra work done by the plaintiff and on the date of inspection, already the building was demolished. While so, how they arrived at the cost for demolished building and there is no any break of details given for the balance work as on date and there is no reference about the rate of extra materials available in the site. According to both the parties, the construction work was completed in the month of February 2002 itself. While so, how it is possible to workout the balance work and the extra materials available in the site has to be explained by the plaintiff. Further in



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Ex.A3, the materials held by the builders was also mentioned and there is no breakup details of bills for the work done was also not produced before this Court.

14.2. Moreover, the plaintiff failed to examine any of the engineers, who inspected the property and filed the report of Ex.A3. According to the Ex.A2 the total amount claimed is Rs.9,36,000/- According to Ex.A.3 it is Rs. 9,30,000/- Therefore, the plaintiff failed to prove the Ex.A.3 is in accordance with law. Moreover, there is a pending dispute between the parties from the year 2002 and already the defendant filed a complaint before the District Consumer Dispute Redressal Forum and the suit was filed at the verge of lapse of limitation and the plaint was presented on 05.04.2005. The plaintiff also failed to produce the bills for the construction made by him. The plaintiff has not even produced the original agreement entered into between the parties. Even according to the plaintiff, the defendant engaged the some contractor for rectifying the defects available in the building and that the amount was not deducted by the plaintiff. In this context, the learned counsel appearing for the appellant relied upon the judgments of the Hon"ble Supreme Court reported in **(2000) 7 SCC 104 (S.Saktivel (Dead) by Lrs Vs.**



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***M.Venugopal Pillai and others)* and *(2008) 1 CTC 97 (J.Naval Kishore Vs.D.Swarna Bhadran and others.* On a careful perusal of the judgements it is clear that they will not be applicable to the present facts of the case, since the facts of this case are distinguishable. Therefore, the plaintiff is not entitled to the amount as prayed for in the plaint.**

15. Point No.5:

The plaintiff has filed a suit before the trial Court and the trial Court after considering the evidence adduced on either side, decreed the suit, but failed to consider the fact that the plaintiff has not filed any documents to prove that in the entire extent of 4581 square feet construction was made by the plaintiff and there is no records to show that how the rate of Rs.584/- per square feet was fixed by the plaintiff. Where there is no mention in the agreement Ex.B1. Before the trial Court the plaintiff not even produced the agreement and further the plaintiff failed to produce any bills for the said amount and the trial Court has failed to consider Ex.A2, which was executed after completion of the work but it is only for proposed construction. The trial Court failed to consider that how the plaintiff arrived the said amount without any basis. Even according to the plaintiff, he admitted that on 06.04.2003 he



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received a sum of Rs.30,000/- and the same has not been deducted and the amount incurred by the defendant for the rectification work was also not been considered by the trial Court. Therefore, the decree and judgment passed by the trial Court is unsustainable and the same are liable to be set aside, by allowing this appeal.

16. In the result, this First Suit is allowed and the judgment and decree passed by the Additional District and Sessions Judge, Palani, Dindigul District in O.S.No.14 of 2005, dated 26.06.2023 are set aside and the suit is dismissed. There shall be no order as to costs. Consequently, connected Miscellaneous Petition is closed.

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NCC : Yes/No
Index : Yes / No
Internet : Yes / No
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To

1. The Additional District and Sessions Judge,
Palani, Dindigul District.
2. The Section Officer,
Vernacular Records,
Madurai Bench of Madras High Court,
Madurai.

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