



A.S. No.174 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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Dated: 15.07.2025

CORAM

THE HON'BLE DR. JUSTICE G. JAYACHANDRAN

A.S. No.174 of 2022
and C.M.P. No.6312 of 2022

M/s. Srinivasa Educational Academy,
Represented by its Secretary Mr. V. Srinivas,
Having his office at R.V.S. Nagar, Tirupathi road,
Chittor, Andhra Pradesh - 517 127. ... Appellant/ Defendant

-VS-

M/s. Shubhra Facilities Management Pvt. Ltd.,
Represented by its Authorised Signatory,
Mr. G. Pitchai S/o. Gurusamy,
Having office at No.194/21, Asiad Colony,
Anna Nagar West Extn., Chennai - 600101. ... Respondent/ Plaintiff

Prayer:- Appeal filed under Section 96 read with Order 41 Rule 1 of the Code of Civil Procedure, 1908 to set aside the Judgment and Decree in O.S.No.58 of 2019 dated 06.02.2020, on the file of XVI Additional City Civil Judge, Chennai.

For Appellant	:	Mr. K. Pattabhi
For Respondent	:	Mr. J. Kamaraj



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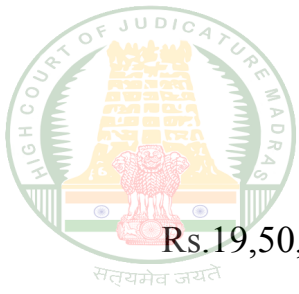
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JUDGMENT

The appeal filed against the Judgment and Decree dated 06.02.2020 in O.S.No.58 of 2019 on the file of XVI Additional City Civil Judge, Chennai, for allowing the suit for recovery of money pursuant to the house keeping work executed based on a work contract.

The brief facts leading to filing of this appeal is as follows:

2. The plaintiff company engaged in House Keeping has entered into agreement with the defendant on 01.08.2015 to maintain its premises for a charge of Rs.9,24,929/- per month for a period from 01.08.2015 to 31.07.2017. However, the contract got terminated prematurely on 31.03.2016, since the defendant failed to pay the agreed amount for a period of three months starting from 1st January 2016. After raising invoices for Rs.6,44,539/- dated 02.02.2016 for the month of January 2016, for Rs.6,46,528/- invoice dated 04.03.2016 for the month of February 2016 and for Rs.6,59,843/- invoice dated 04.04.2016 for the month of March 2016, totally a sum of Rs.19,50,910/-, after waiting for some time counsel notice to the defendant for payment of the arrears amount to a sum of



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Rs.19,50,910/- and to return his house keeping machines, which were kept under

the defendant's custody.

3. The defendant had contested the suit on the ground that it is a works contract entered at Chittor, Andhra Pradesh and the work has to be executed at Chittor, where the defendant's college is located. While so, the suit for recovery of money filed at Chennai is without territorial Jurisdiction. The Notice sent by the defendant was duly replied, denying liability and reiteration that the contract was terminated due to ill-performance of the plaintiff and the amount due and payable have been fully settled to the plaintiff. It was the plaintiff, who breached the contract and abandoned the work during the month of January 2016, had caused inconvenience and loss to the defendant. Nothing payable to the defendant for the months of January, February and March of the year 2016, as claimed in the plaint.

4. Based on the pleadings, the issues framed by the Trial Court whereas under:



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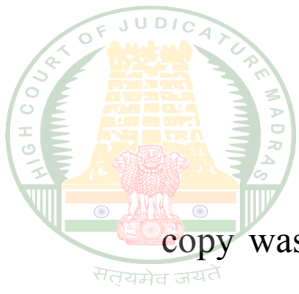
1. Whether the plaintiff is entitled to receive the suit claim of Rs.19,50,910/- along with subsequent interest?

2. To what other relief, the plaintiff is entitled?

5. Before the Trial Court, on the side of the plaintiff, the Director of the plaintiff's company Mr. G.Pitchai was examined as P.W1 and nine documents were marked as Exs.A.1 to A.9. On the side of the defendant, one G.Murali, Manager of the defendant's company was examined as D.W.1 and no documents was filed on behalf of the defendant.

6. The Trial Court allowed the suit, passing a decree for a sum of Rs.19,50,910/- along with interest at the rate of 6% per annum from the date of filing of the suit till the date of realization.

7. The Appeal is filed by the defendant on the ground that the Court had miserably failed to note that no cause of action has aroused within the jurisdiction of the City Civil Court, Chennai. The suit filed on behalf of the plaintiff company by an authorized signatory. Law mandates special Board Resolution, authorizing such person to sue on behalf of the Company, in this case, no Board Resolution



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copy was filed along with the plaint. Even in the plaint, the Company has not

stated that it is represented by Mr.Pitchai, as per the Board Resolution. That apart, the plaintiff had not placed evidence to show that the plaintiff executed the work for the months of January, February and March of the year 2016. The suit is also barred by limitation, hence the Trial Court ought not to have allowed the suit.

8. Per contra, the learned counsel for the respondent/ plaintiff submitted that, Ex.A1 is the letter sent by the defendant on 01.08.2015, awarding the House Keeping contract to the plaintiff and it is addressed to the plaintiff's office at Chennai. On acceptance of the offer, the contract got concluded at Chennai. Therefore a part of cause of action has fallen within the jurisdiction of Chennai Courts, which confers jurisdiction. As far as the Board Resolution Authorization letter dated 05.07.2017, marked as Ex.A8, explicitly refers about the Board Resolution. Further in the plaint itself, it is stated that the plaintiff's company is represented by its Authorized Signatory, hence there is no defect in the plaint.



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Regarding the money claimed, the learned counsel submitted that D.W.1 had expressively admitted that there was a contract between the plaintiff and the defendant for House Keeping and the reply notice relied by the defendant, which is marked as Ex.A7 also admits the contractual relationship and stoppage of the work. Having extracted the work for three months, the defendant are liable to pay the amounts in the invoices, marked as Exs.A2, A3 and A4.

10. In the appeal, the Learned Counsel appearing on behalf of the appellant raised serious objections regarding the territorial jurisdiction of the Court below to entertain the suit and locus of Mr.G.Pitchai to represent the plaintiff company without proper Board resolution was emphatically canvassed.

11. At this juncture, the learned counsel for the respondent as well the appellant wanted to negotiate the matter amicably and settle the issue. Accordingly, the parties have arrived at settlement and agreed to give quietus to the issue by tendering a sum of Rs.6,50,000/- to the plaintiff towards full quit and settlement of the suit claim.



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WEB COPY 12. A memo has also been filed by the learned Counsel for the appellant, along with a copy of the cheque for a sum of Rs.6,50,000/-, drawn at Union Bank of India, Kattamanchi Branch, Chittoor, dated 14.07.2025, in favour of the respondent/plaintiff. The learned counsel appearing for the respondent/plaintiff has acknowledged the receipt of the cheque for the said amount and concede for allowing the appeal in terms of the memo.

13. In view of the above, the *Appeal Suit is partly allowed*. The appeal is decreed in terms of the compromise memo. The full quit and satisfaction on the part of the respondent/plaintiff is hereby recorded. Consequently, the connected Civil Miscellaneous Petition stands closed. There shall be no order as to costs.

15-07-2025

Index : Yes/No
Internet: Yes/No
Speaking order/Non-Speaking order
Neutral Citation : Yes/No
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1. The XVI Additional City Civil Judge,
Chennai.
2. The Section Officer,
VR Section,
High Court of Madras.



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Dr. G. JAYACHANDRAN, J.,

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