



A.S.No.324 of 2019

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Judgment Reserved on 29.08.2025	Judgment Pronounced on 23.09.2025
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CORAM

THE HONOURABLE MR. JUSTICE M.JOTHIRAMAN

A.S.No.324 of 2019

1.M.Ghyaz Hassim
2.Khamrunnissa Y Dada

...Appellants

Vs.

Voltas Limited,
Voltas House 'A'
Dr.Babasaheb Ambedkar Marg
Chinchpkoli, Mumbai – 400 003.
and branch office at
No.53, New 642, Anna Salai,
Teynampet, Chennai – 600 018.

..Respondent

PRAYER: The First Appeal filed under Section 96 Order 41 Rule 1 of CPC, pleaded to set aside the judgment and decree dated 12.03.2018 in O.S.No.6950 of 2014 on the file of XVIII Additional City Civil Court, Chennai.



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For Appellants : Mr.M.A.Gouthaman

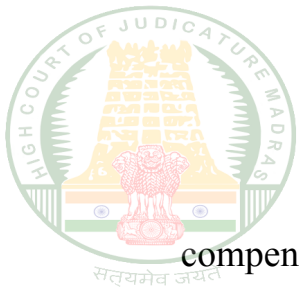
For Respondent : Mr.Nirmal Roy Sanjeevi
for Mr.S.A.Rajan

JUDGMENT

The unsuccessful defendant is the appellant in this Appeal. The suit is filed for recovery of money for a sum of Rs.10,00,245/- together with future interest at the rate of 12% p.a. The Trial Court decreed the suit as prayed for. The parties are referred as per the ranking in the Trial Court.

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

The plaintiff company is engaging in the business of supply, erection, installation, testing and commissioning of Central Air-conditioning Plants. The defendant owns an office premises measuring 5,300 sq.ft situated on the 4th floor of JVC Plaza Complex, Door No.626 Old No.501, Anna Salai Nandanam, Chennai – 18. The plaintiff had approached the defendants for taking the said premises on Leave and License basis. On the terms and conditions agreed between the plaintiff and the defendants, an agreement of Leave and License dated 14.05.2007 was executed for a period of three years commencing from 01.06.2007 and ending on 31.05.2010 for a monthly



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compensation of Rs.1,85,000/-. As per the terms of the said agreement, the plaintiff paid a sum of Rs.11,13,000/- by way of interest free security deposit. There was an express undertaking given by the defendants in Clause 3.2 and 3.3 of the said agreement. They had taken possession of the premises in the month of June 2007 and received the TNEB card for the connection Nos.182-024-75 in the month of July 2007. There was a non-payment of additional deposit towards TNEB. The said non-payment of the statutory deposit of Rs.73,494/- was not disclosed by the defendants to the plaintiff. In order to maintain the smooth running of the business, the plaintiff paid the said additional deposit on 14.03.2008. The plaintiff vide letter dated 14.04.2008 enclosing the rent for the month of March 2008 after deducting the said amount to the defendants. The first defendant vide his letter dated 21.04.2008, demanded immediate payment of the deducted amount. In response, the plaintiff addressed the first defendant by letter dated 24.04.2008 stating that the TNEB indicated as early as in February 2007 about the additional payment, whereas, the plaintiff had come to occupy the premises only in July 2007.



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2(i). The defendant in reply dated 07.05.2008 conceded that the previous tenant did not pay the additional deposit. The defendant assured that they would have the connection transferred to the plaintiff's name. Based on the assurance made by the defendants the plaintiff vide letter dated 22.08.2008 paid the sum of Rs.73,494/-. The defendants did not transfer the connection to the plaintiff's name as promised. Again the TNEB called for additional deposits of Rs.33,440/- and Rs.55,320/- and the plaintiff had paid the additional deposits based on the assurances made by the landlord to transfer the TNEB connection to the plaintiff. The defendants neither responded to the letter dated 30.08.2009 nor they deny the liability to pay the additional deposits. Therefore, the plaintiff made additional deposits to TNEB totalling a sum of Rs.1,62,254/-. The defendants are liable to return the same with interest.

2(ii). There was a continuous seepage in the toilets of the said premises. The defendants had orally instructed the plaintiff to take steps to arrest the seepage in the toilets and send the bill to the defendants. The plaintiff incurred a sum of Rs.89,721/- and vide letter dated 22.08.2008



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asked the defendants to reimburse the expenses for the repairing works, but the defendants neglected and failed to pay the said amount.

2(iii). By another letter dated 22.08.2008, the plaintiff sent a bill of HiTech dated 18.02.2007 for a sum of Rs.89,721/- towards repair and plumbing works carry out to arrest the seepage. The landlord vide letter dated 22.09.2008 returned the bills unpaid. The said agreement between the parties was extended from time to time on the written request of the plaintiff. By letter dated 24.08.2011, the plaintiff informed the defendants that they wanted to vacate the premises by 31.08.2011.

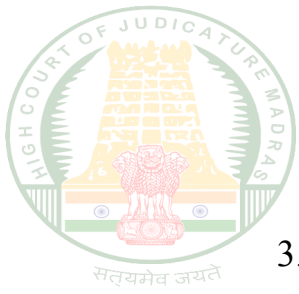
2(iv). The defendants informed the plaintiff that as per Clause 4 of the Agreement dated 14.05.2007, the plaintiff is required to give a notice for six months in writing before vacating the premises. The defendants informed in their letter dated 29.08.2011 that the letter from the plaintiff dated 24.08.2011 will be treated as a letter of notice for six months i.e., from 01.09.2011 to 28.02.2012 and the rents will be adjusted from the notice period. The plaintiff was not accepted and vacated the premises on 31.08.2011 and intimated the defendants in its letter dated 09.09.2011 and



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sought to hand over the vacant possession of the said premises. The defendants refused to accept the keys and take possession of the vacant premises. The plaintiff had a meeting with the defendants on 06.03.2012, wherein, they agreed to accept the keys of the said premises and the plaintiff handed over the keys vide letter dated 07.03.2012.

2(v). The plaintiff vide its letter dated 22.03.2012 stating that the differential payment to the defendants due increased rental with effect from 01.03.2011 to 31.07.2011 as Rs.1,53,455/-. The plaintiff also agreed to pay the rent from the month of September, 2011 towards one month notice and requested the defendants to settle the advance amount after adjusting the rents for the month of August 2011 and September 2011 at Rs.2,35,299/- per month. A sum of Rs.7,40,922/- was called for on 22.03.2012 by the plaintiff from the defendants. The plaintiff sent a legal notice dated 17.10.2013 after waiting for a period of six months and demanded a sum of Rs.10,07,654/- including interest upto 30.09.2013 with interest at 18% p.a from 01.10.2013. Hence the suit.



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3. The brief case of the defendants are as follows:-

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The previous tenant, who was occupying the premises had furniture, fittings and Air Conditions in the premises. The plaintiff while inspecting the premises for taking the same on lease had wanted the furniture, fittings and Air Conditions on as is where is condition. Based on which, the defendants had requested the previous tenant not to remove the aforesaid items, namely M/s.Next Link Private Limited had charged huge amount and made the defendants to pay the same. Only on the request of the plaintiff, the defendants were incurred an additional cost of Rs.26,05,604/-. The plaintiff is violating the Clause mentioned in the Leave and License Agreement and is now trying to interpret and give different meaning to the same. The Agreement in Clause 2.6 that it is the licensee, who has to pay to the appropriate authority regarding the charges for electricity and water consumed by the licensee. Hence, called to pay additional security deposit was based on the increased consumption of the plaintiff. The defendants are not liable to pay the additional security deposit claimed by the TNEB. Regarding the additional deposit, which the plaintiff was asked to pay in 2008, the plaintiff originally deducted the said amount in the rental amounts, for which, there were persistent request from the defendants that the same



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cannot be done and it is the duty of the plaintiff to pay the additional security and subsequently the plaintiff reimbursed the same. All minor repair and maintenance work has to be borne by the licensee/tenant. As per Clause 3.2, only major repairs in or about the said premises should be carried out by the defendants. In this regard about the repair work done by the plaintiff, letter dated 22.09.2008 would clearly show that it was informed to the plaintiff in clear terms that they have to bear the same and the same was accepted by them.

3(i). As per Clause 4 of the agreement either of the parties wants to terminate the agreement, six months notice has to be given. The plaintiff stopped paying the rents from August 2011 onwards and the plaintiff did not pay the enhanced rent as agreed. The plaintiff is liable to pay the rents from August 2011 to February 2012, because the possession of the property was handed over to the defendants only on 07.03.2012. The arrears of rent was to be adjusted from the advance amount of Rs.11,13,000/- and it was decided that each of the party will not make any claim against other. Therefore, after deducting the rental advance from the arrears of rent, the plaintiff is liable to pay a sum of Rs.6,26,161/-. The plaintiff issued notice dated 17.10.2013



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making false claim. Only on that understanding the possession of the property received from the plaintiff, which is evident from the letter dated 07.03.2012. The defendants are constrained to make a counter claim of Rs.6,26,161/- which the plaintiff is liable to pay.

4. Based on the above pleadings, the Trial Court has framed the following issues:-

(i) Whether the plaintiff is entitled to recover sum of Rs.10,00,245/- from the defendant.

(ii) Whether the plaintiff is entitled to for interest at the rate of 12%.

(ii) To what other relief?

5. During the Trial, on the side of the plaintiff, one P.R.A.Ramakrishnan examined as P.W.1 and Ex.A1 to A28 were marked. On the side of the defendants, the first defendant himself was examined as D.W.1 and Ex.B1 and B2 were marked.

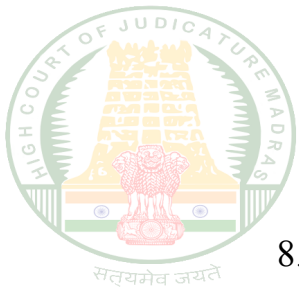
6. Findings of the Trial court:- On perusal of the averments and documents shows that the plaintiff claim is based on the written documents.



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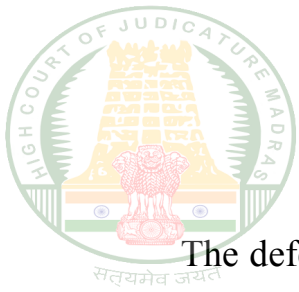
Though the defendants contended in their written statements holding that the plaintiff has to pay a sum of Rs.6,26,161/- as duty to prove the same, no documents are marked. However, the defendants have not filed set off or counter claim under Order 8 Rule 6 / Rule 6A of CPC.

7. The learned counsel appearing for the appellants / defendants would submit that the Trial Court has failed to consider the claim of enhanced rate of 15% and waiver of the defendants which the plaintiff is liable to pay, as per the agreement dated 14.05.2007, after the lapse of three years. The Trial Court had considered only the evidence adduced by the plaintiff nor the defendants, but have concluded the suit in the manner unknown to law and the same is bad in law. The Court below had not properly gone into Ex.A1 to A28 and the Ex.B1 and B2. The learned counsel further would submit that the Court below had failed to see that the date of handing over the physical possession, which is on 07.03.2012 and the plaintiff has not paid the rent for the period commencing from August 2011 till March 2012. The learned counsel also reiterated the all the grounds raised in this appeal.



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8. Per contra, the learned counsel appearing for the respondent / plaintiff would submit that there was an express undertaking given by the defendants in Clause 3.2 of the agreement to carry out at his cost all major repairs in or about the said premises, including the repairs to the drainage, water, electrical connections during the tenure of the agreement. There was another Clause in 3.3 agreed that to pay in time all existing and future corporation taxes, charges, rents, rates, assessments, cesses, dues and duties payable in respect of the said premises to the Government or any other local or public body during the tenure of the agreement. The plaintiff had taken possession of the premises in the month of June 2007 and received the TNEB card in the month of July 2007, on examining the said card the plaintiff observed that TNEB had called for a payment from the defendants towards additional deposit of Rs.73,494/- as early as on February 2007 and the defendants had neglected to make the payment. Based on the representations and assurances made by the defendants the plaintiff vide letter dated 22.08.2008 paid the sum of Rs.73,494/- by SBI Cheque No.086438 dated 21.08.2008. However, the defendants did not transfer the connections to the plaintiff's name as promised. Again, the TNEB called for additional deposit of Rs.33,440/- and Rs.55,320/- and the plaintiff had paid additional deposits.



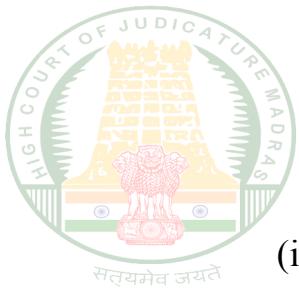
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The defendants neither responded to the letter dated 30.08.2009 nor did they deny their liability to pay the additional deposits.

9. The learned counsel further would submit that the defendants had orally instructed the plaintiff to take steps to arrest the seepage in the toilets and send the bill to the defendants. Accordingly, the plaintiff had incurred a sum of Rs.89,721/-. The said amount also the defendants have not chosen to repay the same. The plaintiff informed the defendants that they wanted to vacate the premises by 31.08.2011. The plaintiff had a meeting with the defendants on 06.03.2012, wherein they agreed to accept the keys of the said premises and accordingly the plaintiff handed over the keys and obtained acknowledgement for the same on 07.03.2012. Therefore, the plaintiff issued a legal notice demanding the return of deposit amount with interest. There is no reason to interfere with the impugned judgment and decree of the Court below.

10. Points for determination arises in this appeal is that

(i) Whether the plaintiff is entitled to get back the additional deposit amount of Rs.1,62,254/- from the defendants?



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(ii) Whether the plaintiff is entitled to get the amount of Rs.89,721/- incurred towards repair works done by him from the defendants?

(iii) Whether the plaintiff is entitled to get back the advance amount from the defendants?

Point Nos.1 and 2:

11. It is not in dispute that during the month of April 2007, the plaintiff had approached the defendants and after visiting the premises and have proposed willingness to occupy the premises on leave and license basis. They have entered the agreement dated 14.05.2007. The defendants granted leave and license to use and occupy the premises for a period of three years commencing from 01.06.2007 which will end on 31.05.2007 on renewable basis after three years with an increased rate of 15% over the existing. The defendants have agreed upon to pay a sum of Rs.1,85,000/- as rent and a sum of Rs.11,13,000/- towards interest base security deposit.

12. It is relevant to refer the responsibilities of the licensees (Voltas Limited) in Clause 2 of the agreement of Leave and License. The relevant portion of the license in Clause 2 reads hereunder:-



“2.5. Not to make or allow to be made any structural or permanent additions, variations or alterations in the said premises or any part thereof (other than installation of domestic, electrical appliance and other conveniences reasonably required in the said premises) without obtaining in advance the consent in writing of the Licensor which consent shall not be unreasonably withheld;

2.6. Pay to the Licensor or to the appropriate authority as the case may be, the meter rent and the full amount of charges for electricity and water consumed by the Licensee in the said premises on presentation of the bills thereof and the charges for security and Maintenance payable to the JVL Plaza.

2.7. Vacate the said premises with all its belongings on expiry or termination of this agreement and to deliver all keys of the said premises to the Licensor.”

Similarly responsibilities of the Licensor has been mentioned in Clause 3 of the said agreement. Relevant points are extracted hereunder:-

“3.2. Carry out at his cost all major repairs in or about the said premises including repairs to the drainage, water and electrical connections during the tenure of this agreement.

3.3. Pay in time all the existing and future corporation taxes, charges, rents, rates, assessments, cesses, dues and duties payable in respect of the said premises to the Government or any other local or public body or authority, during the tenure of this agreement, it being expressly agreed and understood that in the event of failure of the Licensor to pay any of the aforesaid amounts the Licensees shall be entitled to pay the same and to get reimbursement from Licensor.”



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13. It is seen from the agreement in Clause 4 herein, it has been mentioned that Licensee / Licensor shall be entitled to terminate this agreement at any time by giving six months notice in writing to either side. In such an event with the expiry of the said notice period, this agreement shall stand terminated.

14. It is the specific case of the plaintiff is that he had paid an additional deposit towards the Tamil Nadu Electricity Board of Rs.73,494/-, relating to the period as on February 2007 and the same was paid on 14.03.2008. Further, the Tamil Nadu Electricity Board called for additional deposit of Rs.33,440/- and Rs.55,320/- and the plaintiff had paid the said additional deposit. Thus, the plaintiff had made additional deposits in total a sum of Rs.1,62,254/- and the defendants are liable to return the same to the plaintiff with interest for the belated refund of these statutory deposits.

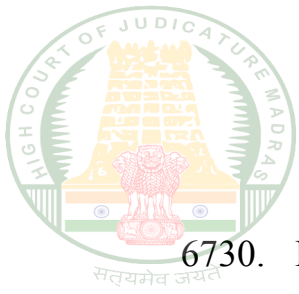
15. It is the specific case of the defendant is that as per the Leave and License agreement clearly states in Clause 2.6 that it is the licensee, who has to pay the appropriate authority regarding the charges for electricity and



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water consumed by the licensee in the said premises. The charges include any additional deposit claimed by the Department. Therefore, at any imagination, the defendants are not liable to pay the additional security deposit amount claimed by the Tamil Nadu Electricity Board.

16. Ex.A6 is the receipt issued by the Tamil Nadu Electricity Board with regard to SC.No.182-024-75 for a sum of Rs.1,14,435/- dated 14.03.2008. In this regard, the plaintiff had issued Ex.A7 letter dated 17.03.2008 to the defendants, wherein it has been stated that the plaintiff paid a sum of Rs.73,494- towards additional deposit amount to Tamil Nadu Electricity Board and requested the defendants to send a cheque of these amounts. Ex.A8 is the letter addressed by the plaintiff to the defendants dated 14.04.2008 with regard to payment of additional deposits towards Tamil Nadu Electricity Board. Ex.A9 is the reply issued by the defendants to the plaintiff dated 21.04.2008, wherein it has been stated that additional deposit amount required by the Tamil Nadu Electricity Board was based on the electricity consumption made by the plaintiff which is also evident from the copy of the MES Card sent by the plaintiff and the consumption of power has increased from 1703 units to 3935 and thereafter from 3935 units to

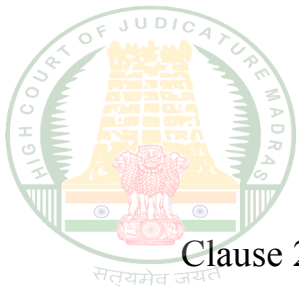


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6730. Further, it has been stated that since the deposit required was only based on the consumption by the office of the plaintiff and therefore the defendants are not responsible for the payment of additional security deposit and no deduction should be made on any account from rental amounts.

17. It is to be noted that the plaintiff had sent Ex.A10 notice to the defendants dated 24.04.2008, wherein it has been stated that the agreement came to be effected from May 2007 and the occupation has taken place in October 2007. Since the amount remained unpaid, and once the establishment is surrendered, the deposit that is paid will be received as the owners. Since the amount was paid on behalf of owner.

18. Though the defendants were taken the above said stand, whereas under Ex.A11 dated 07.03.2008 it has been clearly stated that since the previous tenant was vacating the premises, they did not pay the deposit and the plaintiff should claim the same from his successor at the time of vacating the premises. In this regard, the plaintiff all along requested the defendants, the additional deposit amounts paid by the plaintiff has to be adjusted in the monthly rent under the same has been denied by the defendants citing the



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Clause 2.6 in the Leave and License Agreement. It is well known and settled procedure that electricity department would seek for additional deposit based on the consumption of the electricity charges.

19. The contentions of the defendants is that the additional deposits to MES has to be paid only by the tenants and since the previous tenant was vacating the premises, they did not pay the deposit and the plaintiff has to claim the same from his successor at the time of vacating the premises is unacceptable one, since contra to the agreement, the plaintiff cannot claim the Additional deposit amount from his successor at the time of vacating the premises. Therefore, the plaintiff is entitled to recover the said additional deposit amount paid towards the Tamil Nadu Electricity Board from the defendants.

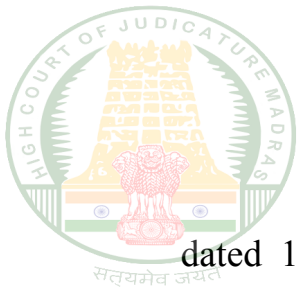
20. It is the specific case of the plaintiff is that there was continuous seepage in the toilets and the toilet flooring was damaged in the said premises. The plaintiff had informed the same to the defendants and the defendants had orally instructed the plaintiff to take steps to arrest the seepage in the toilets and send the bills to the defendants. As instructed by



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the defendants, the interior repairs to the seepage and for repairing toilets and other work including the labour and material charges, the plaintiff incurred a sum of Rs.89,721/-. The plaintiff by its letter dated 22.08.2008, the defendants to reimburse the expenses for the repairing works. The defendants had sent reply notice under Ex.A13 dated 22.09.2008, wherein, it has been stated that all the maintenance and upgrades in the interior of the building do not come under the scope of the landlord and any repairs due to structure or leakage can only be reimbursed by them and therefore returning the bills of the plaintiff stating that it comes under the scope of interior repair works.

21. In this regard, it is the specific case of the defendants is that as per the Clause 3.2 of the agreement of Leave and License only the major repairs in or about the said premises should be carried out by the defendants. The rest of the repairs and maintenance works shall be borne by the plaintiff. A perusal of Clause 3.2, of the agreement shows that the Licensor shall carried out at his costs all major repairs in or about the said premises including repairs to the drainage, water and electrical connections during the tenure of the agreement. Ex.A5 is the bill issued by the HiTech Modular and Interior



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dated 18.12.2007 for a sum of Rs.89,721/- towards repair and plumbing works carried out to arrest the seepage.

22. The contentions of the defendants that the reimbursement claimed under Ex.A5 is not a major repair work and any repairs due to structure or leakage can only be reimbursed by the defendants is not acceptable one. The said repair works has been carried out by the plaintiff during the tenure of the agreement and therefore the defendants are liable to pay the same to the plaintiff. Therefore, the defendants are liable to pay the sum of Rs.1,62,254/- towards additional deposits of TNEB as also liable to pay the sum of Rs.89,721/- towards repair and plumbing works. The point Nos.1 and 2 are answered in favour of the plaintiff.

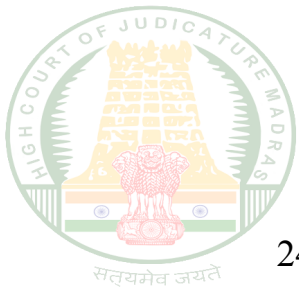
Point No.3:

23. Admittedly, Ex.A2 agreement commencing from 01.06.2007 and ending on 31.05.2010, on renewable basis after three years with an increase of rent by 15% over the existing rent of Rs.1,85,500/-. As per Ex.A15 letter dated 21.05.2010 addressed by the plaintiff to the defendants, wherein it has been requested for extension of lease agreement dated 01.06.2007, wherein it



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has been stated that the said agreement expires on 31.05.2010 and the plaintiff would like to extend the agreement for a further period of six months i.e., 01.06.2010 to 30.11.2010 at the existing terms and conditions. In the same letter, there is an endorsement available as “agreed”. Therefore as per Ex.A15 extension of lease agreement extended another six months from 1.6.2010 to 30.11.2010. It is also not disputed that as per Ex.A16 letter dated 20.12.2010 addressed by the plaintiff to the defendants wherein it has been requested for extension of lease agreement up to 28.02.2011 and also informed that all other terms and conditions would remain unchanged. The defendants have agreed the same to that effect there is an endorsement made as “agreed” therein. Therefore as per Ex.A16 the lease agreement has been extended up to 28.02.2011. Ex.A18 is the letter dated 24.08.2011 addressed by the plaintiff to the defendants, wherein it has been stated that the plaintiff intends to vacate the office by 31.08.2011 and also recorded the thanks for all the co-operation extended by the defendants during their tenure in the said premises and also requested to refund the advance lying with the defendants after necessary formalities.



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24. Ex.A20 is the letter dated 29.08.2011 addressed by the defendants to the plaintiff, wherein it has been stated that the terms of the Clause 4 of the agreement dated 14.05.2007, the plaintiff required to give six month's notice in writing before vacating the premises. As such, the letter dated 24.08.2011 in Ex.A19 is being treated as a notice period of six calendar months i.e, upto 28.2.2012 to take effect from 01.09.2011.

25. From the reading of the above Clause 4 it is clear that if either of the parties wants to terminate the agreement six months notice has to be given. Therefore, as far as the plaintiff continues to occupy the property the plaintiff is required to pay the rents. The plaintiff cannot terminate the agreement in contra to the terms mentioned in the Leave and License agreement. Therefore, when the plaintiff sent a letter dated 24.08.2011 for vacating the premises on 31.08.2011 the defendants had informed the plaintiff that they have would give atleast six months notice for vacating. Ex.A22 is the letter addressed by the plaintiff dated 20.12.2011 to the defendants, wherein, it has been stated that though the plaintiff vacated the premises in the month of August 2011 and requested for refund of advance amount paid by them. Still, they are not receive their rental advance from the



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defendants and requested to settle the same. Ex.A23 is the letter dated 07.03.2012 addressed by the plaintiff to the defendants wherein it has been stated that after discussions with the plaintiff along with one Mr.P.R.A.Ramakrishnan and Mr.P.Sathishkumar and as per their discussions, the plaintiff handing over the door keys of the officer premises and requested to acknowledge the same.

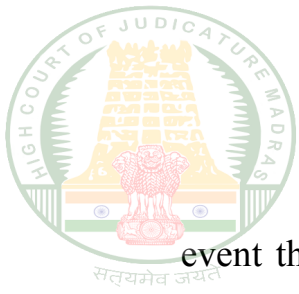
26. According to the defendants, after discussion with the plaintiff's official namely Mr.P.R.A.Ramakrishnan, Mr.P.Sathishkumar and Kamalendra Singh, the plaintiff had handed over the possession of the property on 07.03.2012. From Ex.A22 letter dated 20.12.2011 and from the contentions of the defendants would reveal that the plaintiff had chosen to handed over the possession of the property on 07.03.2012. Though the plaintiff contended under Ex.A19 letter dated 24.08.2011, wherein, stated that the plaintiff intended to vacate the office premises by 31.08.2011. According to the plaintiff they have been vacated the premises by August 2011 and they need not pay any rent thereafter i.e., from September 2011 onwards, whereas, as per Ex.A23 the possession has been handed over only on 07.03.2012 it is not the case of the plaintiff that in the month of August



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2011 the possession has been handed over the defendants and claimed the refund of advance amount. According to the defendants, the plaintiff has stopped for paying rents from August 2011 onwards and also the plaintiff did not pay the enhanced rent has agreed and therefore the plaintiff is liable to pay rents from 2011 to February 2012, because the possession of the property was handed over to the defendants only on 07.03.2012. A perusal of letter dated 07.03.2012 in Ex.A23 shows that there was no claim whatsoever regarding security deposit electricity additional deposit and the repair charges.

27. Ex.A24 is the letter issued by the plaintiff to the defendants dated 22.03.2012, wherein, it has been stated that though the defendants had to offered to vacate possession of the premises, but, the defendants have neither acknowledged nor taken over the premises on the date i.e., 31.08.2011. thereafter they had a meeting with the defendants on 06.03.2012, thereafter the defendants agreed to accept the keys. Accordingly the plaintiff vide letter dated 07.03.2012 had handed over the keys of the premises to the defendants and the defendant had also acknowledged the receipt of the same. Wherein, it is also stated that Clause 4 of the agreement applies only in the



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event the agreement was to be terminated prior to its expiry and for which purpose a six months notice was to be given. On the expiry of the term of the license, no notice required to be given and hence this Clause is not applicable to the plaintiff and the plaintiff are not required to give six months notice for vacating the premises. Further, it has been stated that the agreement was last extended upto 31.07.2011 and no return document / letter was exchanged between the parties for extending the period of the above said agreement. Therefore, after 01.08.2011 they have a month to month tenant and a monthly tenancy can be terminated by a 15 days notice expiring at the end of the month of the tenancy. Therefore, the plaintiff had issued a notice on 24.08.2011 on month to month tenancy shall be deemed to have expired on 30.09.2011 and thereafter the plaintiff are not required to pay any rent to the defendants. The contention of the plaintiff is that the agreement was last extended upto 31.07.2011 and no written documents was exchanged between them for extending the period of the said agreement and thereafter from 01.08.2011, they were a month to month tenant and a monthly tenancy by terminating at the end of the tenancy is not acceptable one.



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28. As per Ex.A15 extension of lease agreement dated 21.05.2010 and Ex.A16 extension of lease agreement dated 20.12.2010, wherein, it has been clearly stated that though the time has been extended and other terms and conditions would terminated unexchanged i.e., as mentioned in the lease agreement dated 01.07.2007.

29. P.W.1 in his cross examination has deposed that the plaintiff did not pay rent after August 2011. He has deposed that the plaintiff handed over the key initially on to 1st September 2011, but defendants stated that they would receive the key only after the expiry of 6 months notice period, so that the key was handed over the defendants after the 6 months notice period. The key was handed over to the defendants after due discussions regarding the settlement of amount.

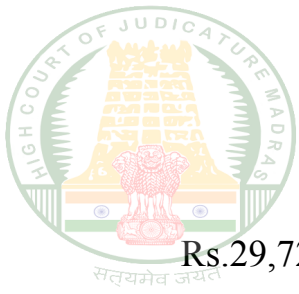
30. A perusal of Ex.B2 is the TDS statement, shows that in Form 26AS for the Assessment Year 2010-2011 to 2014-2015. Since the plaintiff himself accepted the occupation of the premises for the notice period, namely till 28.02.2012 and to acknowledge the same, though they have not paid the



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rents, they paid TDS amount on 17.05.2014 for the months of September, October, and November 2011 i.e, before filing the suit itself would show that the plaintiff is making a false claim. It is to be noted that if the plaintiff had really vacated and was willing to hand over vacant possession as alleged by it in August 2011, itself. They should not have kept the possession under its occupation till 07.03.2012. Further, Ex.A23, clearly shows that no claims were mentioned between the parties and that as per discussion the keys were handed over.

31. From the evidence of P.W.1 would reveal that the plaintiff was in occupation of the period till 07.03.2012 and the possession was handed over on 07.03.2012. Therefore, the plaintiff is liable to pay the rents till February, 2012. The deposit of amount of Rs.11,13,000/- has to be deducted for the rents of 5 months from October 2011 to February 2012. Thereafter, no deposit amount was in the hands of the defendants. Therefore, the defendants are not liable for any amount to the plaintiff from the deposit of amount of Rs.11,13,000/-. The Point No.3 is answered in favour of the defendant. In view of the issue Nos.1 and 2 answered in favour of the plaintiff, the defendants are liable to pay the sum of Rs.1,62,254/- +



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Rs.29,724/- in total Rs.2,51,978/-. There are merits in this appeal and the judgment and decree of the Court below is liable to set aside to that extend.

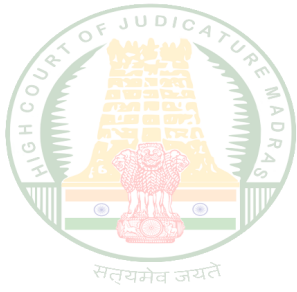
32. In the result, the First Appeal is allowed in part. The decree passed in O.S.No.6950 of 2014 dated 12.03.2018 is modified in the following terms:-

(i) The defendants are directed to pay the sum of Rs.2,51,978/- to the plaintiff together with interest at the rate of 6% p.a. from the date of filing of the suit till the date of realization. All other aspects the decree of the Court below is confirmed. No costs.

23.09.2025

Index : Yes/No
Speaking Order/Non-Speaking Order
jas

To
The XVIII Additional City Civil Court, Chennai.



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M.JOTHIRAMAN., J.

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Pre-delivery judgment made in
A.S.No.324 of 2019

23.09.2025