



C.S.No.528 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 03.01.2025

Coram:

THE HONOURABLE MR.JUSTICE P.VELMURUGAN

C.S.No.528 of 2019

The Indian Officers' Association,
represented by its General Secretary Mr.R.Murthy,
No.69, Thiru-Vi-Ka High Road,
Royapettah, Chennai – 600 014,
[Substituted the name of General Secretary Thiru R.Murthy
as per the order dated 10.04.2024 in A.No.1976 of 2024]

.. Plaintiff

Vs.

1. M/s.Modfurn Systems India Private Limited
represented by its Managing Director
Mr.E.Rajendran
No.69, Thiru-Vi-Ka High Road
Royapettah, Chennai – 600 014.
2. M/s.Jayabharatham Furniture & Appliances (P) Limited
represented by its Managing Director Mr.E.Rajendran
No.69 (Old No.35), Thiru-Vi-Ka High Road,
Royapettah, Chennai – 600 014.

.. Defendants

Plaint (numbered as C.S.528 of 2019) filed under Order IV Rule 1 of the Madras High Court Original Side Rules, read with Order VII Rule 1 of the Code of Civil Procedure (for short, CPC), for passing judgment and decree as follows:



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(a) directing the 1st defendant to pay a sum of Rs.5,99,37,466/- (Rupees Five Crores Ninety Nine Lakhs Thirty Seven Thousand Four Hundred and Sixty Six only) and also directing the 2nd defendant to pay a sum of Rs.23,31,008/- (Rupees Twenty Three Lakhs Thirty One Thousand and Eight Only) together with interest 12% per annum thereon to the plaintiff from the date of presentation of the plaint till date of realisation in full.

(b) directing the defendants to pay the cost of these proceedings to the plaintiff.

For plaintiff : Mr.AR.L.Sundaresan,
Senior Counsel assisted by
Ms.M.Meena Rukmani

For defendants : Mr.P.J.Rishikesh

JUDGMENT

The plaint (numbered as C.S.528 of 2019) is filed under Order IV Rule 1 of the Madras High Court Original Side Rules, read with Order VII Rule 1 of the Code of Civil Procedure (for short, CPC), for passing judgment and decree as follows:

(a) directing the 1st defendant to pay a sum of Rs.5,99,37,466/- (Rupees Five Crores Ninety Nine Lakhs Thirty Seven Thousand Four Hundred and Sixty Six only) and also directing the 2nd defendant to pay a sum of Rs.23,31,008/-



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(Rupees Twenty Three Lakhs Thirty One Thousand and Eight Only) together with interest 12% per annum thereon to the plaintiff from the date of presentation of the plaint till date of realisation in full.

(b) directing the defendants to pay the costs of these proceedings to the plaintiff.

2. The case of the plaintiff in a nut-shell, is as follows:

(a) The plaintiff-Association was established in the year 1907 and registered under the Societies Registration Act, 1860 [Act No.XXI of 1860 – An Act for the Registration of Library, Scientific and Charitable Societies] and its Registration Number is 2/1909-1910. The bye-laws of the plaintiff-Association is referred to as document No.1. The plaintiff is the owner of the building known as 'Justice Pratap Singh Building' (for short, the said building), which is situated at No.69, Thiru-Vi-Ka High Road, Royapettah, Chennai – 600 014. The said building was constructed as a commercial cum office complex consisting of ground and two upper floors. The land having a total extent of 25 grounds and 797 sq.ft on which the above building stands was acquired by the plaintiff-Association out of the beneficial and liberal contributions made by its members. The entire building has several shop portions. As many as 58 tenants are occupying the said building. The defendants herein are tenants under the plaintiff occupying several



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shops in the ground, second and third floors of the said building in the I O A complex.

(b) The plaintiff states that from 01.08.2008 it revised the monthly rental and maintenance charges payable by the tenants occupying various shops in the said building in the I O A complex. Majority of the tenants started paying the revised rent and maintenance charges from 01.08.2008 itself. The plaintiff terminated the tenancy of those tenants, including the defendants, who refused to pay the revised rent and maintenance charges and continued to pay the rent and maintenance charges at the old rate, by issuing notice under Section 106 of the Transfer of Property Act and filed suits against them for recovery of possession and for recovery of the difference of the amount being paid by them and the damages for use and occupation fixed and demanded by its. The plaintiff filed the above suit against the defendants and other tenants in its capacity as a Charitable Trust.

(c) Thus, the defendants through their letter dated 03.01.2014, the defendants offered to pay revised rent as demanded by the plaintiff in respect of the shops occupied by them in the ground and first floors and requested the plaintiff to reduce the rent to Rs.20/- per square foot in respect of the second floor occupied by them. The said letter dated 03.01.2014 is filed herewith and is referred to as document No.2. The plaintiff was not agreeable for reducing the



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rent as requested by the defendants. Thereafter, through a letter dated 01.09.2014, the defendants offered to pay Rs.25/- per square foot for the second floor from the date of revision of rent (i.e 01.08.2008). In and by the said letter the defendants requested the plaintiff to waive maintenance charges in respect of the 2nd floor. The defendants had further offered to liquidate the arrears upto the date of signing the revised agreements by making an additional payment every month of an amount equivalent to the rent being paid then in addition to the rent as per the revised agreements. The said letter dated 01.09.2014 referred to as document No.3.

(d) After receiving the above mentioned letters, the plaintiff informed the defendants through its letter dated 18.09.2014 that it was agreeable: (i) to accept the defendants' proposal to pay revised rent of Rs.40/- per Square foot from 01.08.2008 in respect of the front side shops in the ground floor, (ii) to accept the defendants' proposal to pay revised rent of Rs. 30/- per Square foot from 01.08.2008 in respect of the shops in the rear side of the ground floor and first floor, (iii) to accept the defendants' proposal to pay revised rent of Rs. 25/- per Square foot from 01.08.2008 in respect of the entire second floor, (iv) that the annual increase in rent would be 5%, (v) that since the defendants have agreed to pay the increased rent from 01.08.2008, a discount of 20% on the total arrears would be given, (vi) that the discounted arrears should be paid in 12



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equated monthly instalments from 01.09.2014 and (vii) that if the arrears could not be paid within 12 months, a further period of 12 months may be taken by the defendants for paying the arrears and in that case the defendants are liable to pay interest at 12% per annum on the outstanding arrears after the expiry of the period of 12 months as originally agreed. A copy of the letter dated 18.09.2014 sent by the plaintiff is filed herewith and is referred to as Document No.4.

(e) After receiving the plaintiffs' letter dated 18.09.2014, the defendants wrote a letter dated 20.10.2014 to the plaintiff agreeing to pay the rent as demanded by the plaintiff in its letter dated 18.09.2014. But the defendants requested the plaintiff to waive the maintenance charges for the 2nd floor and repeated its earlier request to pay the arrears [difference of the agreed revised rent from 01.08.2008 and the rent actually paid up to the date of signing the revised agreements (01.03.2016)] by way of additional payment every month of an amount equivalent to the rent being paid then in addition to the rent as per the revised agreements. The said letter dated 20.10.2014 is filed herewith and is referred to as Document No.5.

(f) The plaintiff states that to the defendants' above said letter dated 20.10.2014, the plaintiff, after deliberating the matter in its executive committee meeting, informed the defendants through its letter dated 14.11.2014 stating



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that it was not agreeable for waiving the maintenance charges for the second floor, that since the defendants were occupying the entire second floor they would agree to reduce the maintenance charges for the 2nd floor from 120 Paise per Square foot to 90 Paise per Square foot, that as far as the arrears was concerned, the plaintiff reiterated its stand taken in its letter dated 18.09.2014. The said letter dated 14.11.2014 is filed herewith and is referred to as Document No.6.

(g) To the letter dated 14.11.2014 from the plaintiff, the defendants sent a reply dated 28.02.2015 agreeing to pay maintenance charges at 90 Paise per Square foot in respect of the second floor and taking a new and different stand from its earlier letters as regards the mode of payment of arrears, stating that they would pay the first installment of One Crore on or before 31.05.2015. The said reply dated 28.02.2015 from the defendants is filed herewith and is referred to as Document No.7.

(h) After receiving the defendants' letter dated 28.02.2015, the plaintiff discussed the matter in its executive committee meeting and informed the defendants through its letter dated 07.05.2015 stating that for considering their request for paying the arrears of rent in yearly installments of Rupees One Crore as contained in their letter dated 28.02.2015, they have to make a lump sum payment of Rupees Two Crores immediately and should also agree to pay



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Rupees Two Crores every year thereafter.

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(i) To the plaintiff's letter dated 07.05.2015, the defendants sent their reply dated 20.05.2015 seeking permission to pay Rs.1,00,00,000/- towards arrears in the financial year 2015 - 2016 and to pay Rs.1,50,00,000/- next year. On learning that the plaintiff was not agreeable for the terms suggested by the defendants as regards the payment of arrears, the defendants wrote another letter dated 26.08.2015 to the plaintiff seeking the plaintiff's consent : (i) to pay Rs.1,00,00,000/- at the time of signing the agreement, (ii) to pay Rs.25,00,000/- within three months and (iii) to pay another sum of Rs.25,00,000/- within six months. In the said letter the defendant has stated that it would pay Rs.1,50,00,000/- next year. The said reply dated 20.05.2015 from the defendants is filed herewith and is referred to as Document No.8.

(j) Hence it could be seen that as of be the rate of rent, rate of maintenance charges payable by the defendants from 01.08.2008 and quantum of the arrears (difference of the agreed revised rent & maintenance charges and the rent and maintenance charges actually paid by the defendants from 01.08.2008 to 29.02.2016) was concerned, there was complete agreement between the defendants and the plaintiff and only as regards the mode of payment of arrears, that is difference between the defendants and the plaintiff.

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As regards the mode of payment of the said arrears, the defendant has been gaining time by writing letters from 03.01.2014. The last letter in this regard is dated 26.08.2015. The said letter dated 26.08.2015 from the defendants is filed herewith and is referred to as Document No.9.

(k) However, on the plaintiff writing a letter dated 29.12.2015 urging the defendants to pay a sum of Rs.1,00,00,000/- immediately as a condition for not withdrawing the 20% discount offered to it in their letter dated 18.09.2014, the defendants paid that amount on 06.01.2016 by issuing a cheque bearing No.266345 drawn on Karnataka Bank, Cathedral Road Branch. The plaintiff states that the total outstanding amount due from the defendants to the plaintiff on the date when the defendants made payment of Rs.1,00,00,000/- was Rs.5,29,23,295/-. However, the plaintiff decided to stand by its offer to give a discount of 20% on the total arrears of rent and maintenance charges payable by the defendants from 01.08.2008 and 31.08.2014. A copy of the said letter dated 29.12.2015 is filed herewith and is referred to as Document No.10.

(l) As the defendants did not show any sign of making further payment, after making a payment of Rs.1,00,00,000/-, the plaintiff caused a lawyer's notice dated 09.09.2016 to be issued to the defendants, calling upon them to pay the arrears of rent and maintenance, charges as on 31.08.2016 in respect of the shops occupied by them within a week of receipt of the said notice and also



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informing them that if they failed to pay the arrears, the plaintiff would be constrained to file a suit for recovery of the entire arrears mentioned in the said notice together with interest at 12% per annum till the date of realization of the entire amount due from the defendants. The plaintiff states that the defendants received the above said notice dated 09.09.2016. It is needless to say that in addition to the arrears of rent and maintenance charges the defendants are liable to pay service charges on the amount payable by it to the plaintiff. A copy of the said lawyer's notice dated 09.09.2016 is filed herewith and is referred to as Document No.11. The postal acknowledgement card received from the defendants is filed herewith and is referred to as Document No.12.

(m) Two months after receiving the above said lawyer's notice, the defendants sent their replies dated 05.11.2016 separately stating that "the matter is pending before various legal forums and it is sub judice and we are waiting for court orders". The reply dated 05.11.2016 received from the 1st defendant is filed herewith and is referred to as Document No.13. The reply dated 05.11.2016 received from the 2nd defendant is filed herewith and is referred to as Document No.14. In this connection, the plaintiff states that as the defendants agreed to the terms and conditions imposed by it and agreed the quantum of the arrears, the plaintiff withdrew the notices sent to the defendants terminating the tenancy and consequently the suits filed against them treating



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them as tenants holding over / tenants at sufferance could not be pursued further. Once the defendants are recognized by the plaintiff as statutory tenants, the plaintiff can recover only arrears of agreed rent and not damages for use and occupation, in case of default in payment of rent in full or in part by the defendants. The plaintiff states that all the suit namely O.S.Nos.4689/2011, 6087/2010 and 7599/2010 on the file of the City Civil Court, Chennai and and C.S.Nos.719 and 720 of 2010 on file of the Madras High Court, pending against the defendants have been withdrawn by the plaintiff as the defendants have be recognized as statutory tenants. Hence there is no impediment for the plaintiff to file t suit against the defendants.

(n) The plaintiff states that the amount being claimed in this suit is the difference between the rent, maintenance charges and service charges payable by the defendants and the actual amount received by it from the defendants for the period from 01.08.2008 till 29.02.2016. The plaintiff has been receiving the rent, maintenance charges and service charges for the said period every month in part. Moreover, the defendants have agreed and acknowledged to pay the suit claim in all its letters, including the letters dated 03.01.2014. 01.09.2014, 20.10.2014. 28.02.2015, 20.05.2015 and 26.08.2015 and have paid a sum of Rs.1,00,00,000/- (Rupees One Crore only) on 06.01.2016 towards the quantified and admitted arrears. Hence above suit is not barred by the Law of Limitation.

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(o) As on date a sum of Rs.6,22,68,474/- (Rupees Six Crores Twenty Two Lakhs Sixty Eight Thousand Four Hundred and Seventy Four only) remains due and payable by the defendants to the Plaintiff. In the above mentioned amount, the 1st defendant is liable to pay Rs.5,99,37,466/- and the 2nd defendant is liable to pay Rs.23,31,008/- as on the date of filing this suit. As the defendants refused to pay the said amounts, even after receiving the notice dated 09.09.2016, the plaintiff is constrained to institute this suit. A statement of account prepared by the plaintiff in respect of the defendant 1 and 2 are filed herewith and are referred to as Document Nos.15 and 16. The Three rental agreements entered into between the plaintiff and the defendants are filed herewith and are referred to as Document Nos.17,18 and 19. The Judgment and Decree in O.S.No.4689 of 2011 is filed herewith and is referred to as Document No.20. The Judgment and Decree in O.S.No.6087/2010 is filed herewith and is referred to as Document No.21. The Judgment and Decree in O.S.No. 7599/2010 is filed herewith and is referred to as Document No.22. The order copy in C.S.No.719/2010 is filed herewith and is referred to as Document No.23. The order copy in C.S.No.720/2010 is filed herewith and is referred to as Document No.24.

3. On the basis of the pleadings and documents annexed therewith, this Court framed the following issues on 19.02.2024:

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(i) Whether the plaintiff is entitled for the suit Claim ?

(ii) Has not the first defendant settled a sum of Rs. 1,00,00,000/- towards the full and final settlement on 06.01.2016?

(iii) Whether the suit is maintainable as against the both the defendants?

(iv) Is it not true that the second defendant became the tenant of the plaintiff from 01.03.2016?

(v) Whether the present suit is maintainable, since the earlier suits filed by the plaintiff against the same defendants were either dismissed for default or settled out of court, pursuant to the full and final settlement reached between the parties?

(vi) Whether the plaintiff can seek any relief as against the second defendant in a suit for recovery of alleged monies due for the period from 01.08.2008 till 29.02.2016, when the second defendant was not a tenant of the plaintiff until 01.03.2016?

(vii) Whether the plaintiff has power under its bye-laws to let out the properties?

(viii) To what other reliefs?

4. Learned counsel for the plaintiff submitted that the suit was filed by the plaintiff against the defendants for recovery of the arrears of rent of Rs.6,22,68,474/- (Rupees Six Crores Twenty Two Lakhs Sixty Eight Thousand



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Four Hundred and Seventy Four Only) together with interest and cost. The plaintiff - Indian Officers' Association is a registered Association under the Societies Registration Act, 1860 and now it is governed by Tamil Nadu Societies Registration Act, 1975 and the bye-Laws framed thereunder. The Association was formed for the welfare of the serving and retired State and Central Government Gazetted officers and also for serving and retired Judges. The plaintiff Association is also doing various welfare schemes to the society and doing service activities to the Life Members of the plaintiff Association. The plaintiff Association is the owner of the building known as Justice Pratap Singh Complex at No.69, Thiru.Vi.Ka. High Road, Royapetah Chennai - 600 014. The entire building is a commercial cum office complex consisting of ground, first and second floors. The extent of land in which the building is constructed is to an extent of 25 Grounds and 797 Sq.ft. Several tenants are occupying the building plaintiff's Association. The defendants 1 and 2 who are sister concerns having different names and doing same business and a single entity was inducted as a tenant in respect of the various portions on the Ground and two upper floor portions in the plaintiff's above said property. While that being so, the plaintiff revised the rents and maintenance charges for all the tenants from 01.08.2008. Most of the tenants paid the revised rents and maintenance charges and the plaintiff urged the defendants who declined to pay the arrears through requests

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and correspondence to pay the revised monthly rents including the maintenance charges. Despite the requests and correspondence to pay the revised rents, the defendants squat on the property and paid the rent and maintenance charge only at the old rate. Hence notice under Section 106 of Transfer of Property Act was issued and the cause of suits were filed by the plaintiff Association for recovery of possession only. The defendants vide letter dated 03.01.2014 offered to pay the revised rent as demanded by the plaintiff in respect to the shops occupied by them in the Ground and First Floors and requested to reduce the rent to Rs.20 per sq.ft. in respect to the portion occupied in the second floor. Since the plaintiff refused to reduce the rent as per the demand made by the defendants, thereafter the defendants by their letter dated 01.09.2014 marked as Ex.P3 offered to pay revised rent for the area in the ground and first floor with revised rent as demanded by the plaintiff and agreed to pay Rs. 25 per sq.ft. for the second floor and requested to waive maintenance charges in respect of the second floor. The plaintiff by their letter dated 18.09.2014 (Ex.P4) agreed to receive the revised rent of Rs.40 per Sq.Ft. from 01.08.2008 in respect of the ground floor, Rs.30 Per Sq.Ft. in respect to the First Floor and accepted the proposal of the defendants to pay Rs.25 per Sq.Ft. from 01.08.2008 in respect to the 2nd floor and with 5% annual increase in rent in respect of ground floor, first floor and the second floor. It was also agreed to give discount at 25% in the

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total arrears and the arrears after discount to be paid in 12 Equitable Monthly Instalments from 01.09.2011 and in default the defendants are liable to pay interest @ 12% per annum on the outstanding arrears.

5. It is further contended by the learned counsel for the plaintiff that the defendants vide letters dated 20.10.2014 (Ex.P5) and 01.04.2014 (Ex.P3) agreed to pay the rent as demanded in Ex.P4 and requested to waive the maintenance charges in respect to the portion at 2nd floor. The plaintiff vide letter dated 14.11.2014 (Ex.P6) informed the defendants by refusing to waive the maintenance charges in respect to the portion at 2nd floor, but offered to reduce the maintenance charges from 120 Paise to 90 Paise per Sq. Ft. The defendants agreed for the same by letter dated 28.02.2015 (Ex.P7), but have given a new offer stating that they will pay the arrears of rent at Rs.1,00,00,000/- (Rupees One Crore only) per annum and the first instalment of Rs. 1,00,00,000/- is on or before 31.05.2015. The plaintiff by letter dated 07.05.2015 informed the defendants that their request in Ex.P7 that the payment of arrears by instalments can be considered if the defendants agreed to pay the arrears lump sum of Rs.2,00,00,000/- (Rupees Two Crores Only) and to pay Rs.2,00,00,000/- thereafter. The defendants sent a reply dated 20.05.2015 (Ex.P8) to the letter dated 07.05.2015 to pay arrears of Rs.1,00,00,000/- during the Financial year

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2015-2016 and will increase it to a sum of Rs.1,50,00,000/- in the next year. The defendants also sent another letter dated 26.08.2015 (Ex.P9) expressing their commitment to honour the arrears of rent and requesting the plaintiff consent to receive Rs.100 Lakhs at the time of signing the agreement and to receive Rs.25,00,000/- within three months and another sum of Rs.25,00,000/- within 6 months and agreed to pay a sum of Rs.1,50,00,000/- in the next year. Therefore, the above said communication will establish crystal clear that the defendants are liable to pay totally a sum of Rs.6,22,68,474/- (Rupees Six Crores Twenty Two Lakhs Sixty Eight Thousand Four Hundred and Seventy Four Only) as rental arrears with interest. Thereafter, the plaintiff sent a letter dated 29.12.2015 (Ex.P10), thereby, insisted the defendants to pay the part payment of arrears of rent of a sum of Rs. 1,00,00,000/- immediately. In the compliance of the same, the defendants issued a cheque No.266345 drawn from Karnataka Bank Limited, Chennai dated 05.01.2016 for a sum of Rs.1,00,00,000/- and credited on 06-01-2016. Since the defendants failed to pay any further payment the plaintiff caused a legal notice dated 09.09.2016 (Ex.P11) calling upon the defendants to pay the arrears of rent and maintenance charges as on 31.08.2016 and the same was served on the defendants (Ex.P12). The defendants sent a reply dated 05.11.2016 (Exs.P13 & P14) stating that the matter is pending before various legal forum and it is subjudice and they are waiting for Court orders. The

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copy of the statement of accounts for the defendants issued by the plaintiff is marked as Ex.P15 and Ex.P16.

6. Learned counsel for the plaintiff further submitted that subsequently a settlement was arrived and the defendants accepted for all the terms and conditions and agreed to pay the quantum of arrears. In view of the same the defendants were recognized as Statutory tenants and the earlier proceedings in O.S.Nos. 6087 of 2010, 4689 of 2011, 7599 of 2010, C.S.No.917 of 2010 and C.S.No.720 of 2010 and the Judgements were marked as Exs.P20 to P24 were either dismissed or settled out of court or withdrawn. Subsequently rental agreement was entered between the plaintiff Association and the 1st defendant dated 01.03.2016 in respect to ground floor portion Ex.P17 and first Floor portion Ex.P18 and the rental agreement with the 2nd defendant is marked as Ex.P19. Thereafter, the defendants failed and neglected to pay the arrears, the plaintiffs is constrained to institute the present suit for recovery of arrears of rent.

7. Learned counsel for the plaintiff further submitted that the main contention raised by the first defendant is that the tenancy was admitted by the 1st defendant, curiously stated that the amount of Rs.1,00,00,000/- which was paid on 06.01.2016 was towards full and final settlement towards the revised

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rent for the period from 01.08.2008 to 06.01.2016. Only after reaching the settlement fresh rental agreement is said to have been entered and all the pending suits were dismissed for default or dismissed as settled out of court or withdrawn. Therefore, the first defendant is paying the rent regularly without any default from the commencement of new rental agreement. It is condemned by the 1st defendant that the plaintiff instituted another suit in C.S.No.90 of 2021 for same the relief. The 1st defendant has raised a preliminary objection stating that the plaintiff has combined the cause of action of two different entity in a single unit. It is further alleged that the 1st and 2nd defendants are separate entity and combined cause of action will not arise. It is further contention of the 1st defendant that after withdrawing of various suit filed by the plaintiff in consequence of the one time settlement, the present suit on the very same cause of action for recovery of rent for the period from 01.08.2008 to 29.02.2016 is not maintainable. The 1st defendant also raised a preliminary objection alleging as if the plaintiff association has got no power to lease out the property and to collect rents as per the bye-laws.

8. Learned counsel for the plaintiff further submitted that the main contention raised by the second defendant is that the second defendant almost raised a similar plea as that of the first defendant, but instead of adopting the



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written statement of the first defendant has filed a separate written statement for obvious reasons to show that both are separate entities. Learned counsel for the plaintiff further submitted that on the side of the plaintiff one Mr.Murthi, the present General Secretary of the Association was examined as P.W.1 and marked Exs.P.1 to P.24 and on the side of the both the defendants one Mr.Ramkumar Rajendran was examined as D.W.1 by filing common proof affidavit for both the defendants and two documents were marked as Exs.D-1 and D02.

9. Learned counsel for the plaintiff further submitted that the first defendant represented by its Managing Director Mr.E.Rajendran, through Exs.P.2, P.3, P.5, P.7, P.8, P.9 and P.10 in the official letter pad captioned as modfurn/ JFA Group with mail id has admitted their liability and requested for Reducing the rent, waiver of maintenance and finally agreed to pay the arrears in Equitable Monthly Instalments etc. In view of the above admission the defendants are estopped in contending that they have paid the entire arrears of rent as one time settlement There is absolutely no acceptance on the side of the plaintiff with regard to the one time settlement that is being projected by the defendants as an half hearted attempts. In fact the defendants have opted to reply to the legal notice marked as Ex.P.11 and P.13. Both the defendants sent a separate reply stating that since the matter is subjudice before the Court they

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asked the plaintiff to wait for the court order. Insofar as fresh rental agreements Exs.P.17, P.18 and P.19 are concerned, they are entered to recognize the defendants as statutory tenants and nowhere in the fresh agreement it was mentioned that the arrears are waived or settled. Only because new rental agreement is entered that does not mean that the plaintiff cannot ask for arrears of revised rent as claimed in the suit.

10. It is further contended that the 1st defendant and the 2nd defendant are not only a sister concerns but also a single unit and single entity represented by the same Managing Director for both the defendants. In all the correspondence between the plaintiff and the defendants Viz. Ex.P.4 and P.6 and also to the legal notice Ex.P.11, the plaintiff has sent the letters jointly to the defendants which were received by the defendants and at any point of time they have not objected stating that both are different entities. Further all the communications sent to the plaintiff vide Ex.P.2, Ex.P.3, Ex.P.5, Ex.P.7, Ex.P.8, and Ex.P.9 by the defendants in the official letter pad captioned as modfurn / JFA Group and agreed to settle the rental arrears. That apart even before this Court the defendants filed a Common Proof Affidavit/ Chief Examination through D.W.1, which shows that both companies are managed by the single management and hence, both are one and the same entity. That apart both the

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defendants companies are carrying on similar nature of business under a single roof without any demarcation in different names. Hence the defendants considered as a single entity and the claim made by the plaintiff towards arrears of rent from the defendants is well within the law and the plaintiff is entitled for the relief as claimed for. That apart both defendants raised a similar plea as that of the first defendant, but instead of adopting the written statement of the 1st defendant has filed a separate written statement for obvious reasons to show that both are separate entities. It is further submitted that the defendants raised a plea of preliminary objection stating as if the plaintiff said to have clubbed the cause of action and hence, according to the defendants the suit is not maintainable, which is not only erroneous and will not hold any water for the reason that as already stated that the defendants 1 and 2 are not a separate entity or different persons and they are one and the same entity and the property of the plaintiff was leased out to the defendants for running their furniture business. Only because the name of the defendants are different that they are different persons and single suit cannot be filed. Since the cause of action in both the suit are one and the same with regard to the same entity, the plaintiff has united the cause of action against the defendants jointly and has filed the present suit for recovery of money which is permissible Under Order II Rule 3 of C.P.C.

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11. Learned counsel for the plaintiff further submitted that as per Order II Rule 3 of C.P.C., it is not necessary to obtain a leave or permission from this Court to unite the cause of action, when the plaintiff is entitled to do the same.

12. At the outset, it is useful to quote Order 2 Rule 3 C.P.C., which reads as follows:

"Order 2 : Frame of suit:

.. . . .

Rule 3: Joinder of causes of action.-

(1) Save as otherwise provided, a plaintiff may unite in the same suit several causes of action against the same defendant, or the same defendants jointly; and any plaintiffs having causes of action in which they jointly interested against the same defendant or the same defendants jointly may unite such causes of action in the same suit."

13. In the present case since the cause of action in respect to the defendants are one and the same, even though there are separate agreements, the plaintiff united the cause of action as against the defendants jointly in view of the fact that the plaintiff having cause of action in which the plaintiff is jointly

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interested against the defendants. In view of the settled position the plea raised by the defendants regarding the clubbing of cause of action is erroneous and liable to be brushed aside.

14. It is further contended by the learned counsel for the plaintiff that the main contention of the second defendant that he became tenant of the plaintiff only from 01.03.2016 is absolutely false and hereby and the same is invented for the purpose of the suit. The second defendant who is the sister concern of the 1st defendant is carrying on business in the premises without any demarcation of the plaintiff association along with the 1st defendant. That was the reason why in all the correspondence between the plaintiff association and the defendants, the name of the second defendant also find place in all the letters. The legal notice was also issued by the plaintiff to both the defendants. Subsequently after the part payment of committed arrears made by the defendants and agreeing to pay the arrears in instalments, fresh agreement was entered on 01.03.2016. The 2nd defendant taking advantage of the only agreement entered on 01.03.2016 and filed before this Court is making a vain attempt alleging as if he is a tenant only from 01.03.2016 and hence, he is not entitled for the suit claim which is claimed for the period from 01.08.2008 to 29.02.2016 which is the rental arrears defaulted by the defendants. Hence the plea of the 2nd defendant that he is the



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tenant from 01.03.2016 is not well founded and liable to be rejected.

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15. It is further contended by the learned counsel for the plaintiff that the main contention of the first defendant that the plaintiff has got every right and power to use the building to full their objects for the purpose of doing service activities to the Life Members of the Plaintiff Association and other object of the Association. The defendants, who are only a tenants having admitted the ownership of the plaintiff association have got no authority or locus to question the power of the plaintiff Association with regard to letting out their building and collecting rents. It is a settled law that once a tenant is always a tenant, who cannot question the title of the Land-lord.

16. Learned counsel for the plaintiff further submitted that the defendants are the Private Limited Company registered under the Companies Act. As per Law, the defendants are bound to produce their resolution adopted in their Board Meeting authorizing the Managing Director to adduce evidence in the suit. In the present case the defendant has not produced any resolution authorizing D.W.1 to appear before this Court and to adduce evidence on behalf of the defendants. In view of the same, D.W.1 is admittedly is not authorized to adduce evidence and hence, the evidence and the statement filed by the

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Managing Director cannot be relied. He further submitted that the plaintiff has established and substantiated their claim by way of clinching evidence both oral and documentary and hence, the claim made by the plaintiff is absolutely in order which may be granted. Hence, he prays to decree the suit as prayed for.

17. Per contra, learned counsel appearing for the defendants submitted that the plaintiff's case according to their plaint is that the present suit has been instituted against the defendants towards the difference between the rent, maintenance charges and service charges payable by the defendants and the actual amounts received by the plaintiff from the defendants for the period between 1st August 2008 and 29th February 2016. Therefore, according to the plaintiff, the cause of action for the present suit has arisen since the defendants have not paid the difference of the rent, maintenance charges and service charges between the period as mentioned above. According to the plaintiff, the difference in the rent receivable and the rent received from the defendants is quantified at Rs.5,99,37,466/-along with interest. However, the plaintiff also states that this sum is towards arrears of rent. When P.W.1 was cross examined for question No.1, he has states that the suit has been filed towards arrears of rent with interest. However, for Question No.5, he states that the suit is towards Revision of rent which has not been allegedly paid by the defendants. This itself

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is a contradiction. There is difference between arrears of rent and difference in revision of rents. He further submitted that assuming without admitting that there are differences in the revision of rents that remains unpaid by the defendants, there would have been a 'Consensus-ad-Idem' between the parties with regard to the revision of rent and the plaintiff must establish the same as a landlord. Revision of rent can never be unilateral by the Landlord. However, in the present case the plaintiff is unable to show any consensus whatsoever between them and the defendants. Further, the plaintiff has also failed to discharge the initial burden of proof in terms of the Indian Evidence Act. This apart it is fundamental under any contract that if one party is seeking arrears in revision of rent based on some agreement between the Parties, then the said party ought to have produced the contract. i.e., lease agreement pertaining to such revised rents for the said period. However, no lease agreement whatsoever for the period between 1st August 2008 and 29th February 2016 has been filed by the plaintiff. This apart, the plaintiff is also unable to produce any document to show that there was revision of rent and it is that difference in revision of rent which has been defaulted by the defendants. In this regard reference may be had to answers to Question Nos.3, 4 and 7, whereby it is clearly established that no Lease Agreement whatsoever was entered into between the parties for the revised rentals and nor any such document is filed before this Court.

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18. Learned counsel for the defendants further submitted that even during the cross examination of P.W.1, the witness was not able to give an answer regarding the agreement for the revised rents. In this regard reference may be had to Question No.7. In fact, to Question No.9, P.W.1 gives his version of the revision of rent that is from Rs.28 per sq.ft to Rs.40 per sq.ft. However, when a specific question is posed as to whether this intimation in increase of rent was notified/intimated to the defendants, the answer was in the affirmative, but the said witness was unable to produce any documents whatsoever to support his answer and this has been specifically admitted by P.W.1 to Question No. 11. This itself shows the entire plaint is baseless without any substantiation whatsoever. This apart, it is the specific stand of the second defendant that they never entered into any lease agreement between 2008 and 2016. The second defendant entered into a lease agreement for the first time with the plaintiff only from 1st March 2016. This was specifically pleaded in their written statement. P.W.1 was not even able to give the answer to the date of the agreement with the second defendant and in this regard reference may be had to Question No. 15. This apart, both in the plaint as well as in the suit documents, the plaintiff has shown exorbitant figures as arrears of rent and when a specific question was asked of how they arrived at such astronomical figures and asked for the break-

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up, P.W.1 was unable to give the breakup. He further submitted that it would be pertinent to note that no break up whatsoever is found in the plaint and the suit documents especially Ex.P.15 and Ex.P.16 statements. Reference may be had to Question Nos.19 to 23. It will be interesting also to note the very legal notice Ex-P 11. which the plaintiff relies upon to show that arrears of rent were demanded does not contain reference to the date of the agreement for which such legal notice was issued and this is also admitted by the witness P.W.1. Refer to Question Nos.24 and 25. It will be pertinent to note that there were a few suits filed by the plaintiff as against the defendants in 2010 and 2011 for the same cause of action viz., O.S.No.6087 of 2010, O.S.No.4689 of 2011, O.S.No.7599 of 2010, C.S.No.719 of 2010 and C.S.No.720 of 2010 and all these suits were withdrawn as settled out of Court or dismissed for default, since the first defendant, at that point in time, compromised with the plaintiff and paid a lump sum of Rs.1 Crore on 06.01.2016. Though the Plaintiff admits to the receipt of Rs.1 Crore and they very specifically takes a stand that the said sum of Rs.1 Crore is only towards a part instalment. However, the plaintiff relies on the defendant's letter dated 20th May 2015 - Ex P-8 to state that the first defendant agreed to release further sums in due instalments. However, after further deliberation and discussion between the parties, subsequent to the Letter dated 20.05.2015, as stated supra in January, 2016. settlement was reached and the

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understanding of the parties was something different as could be culled out from the subsequent events and the documents entered into between the parties.

19. Learned counsel for the defendants further submitted that it is vital to state that only after the settlement amount of Rs.1 Crore was paid in January, 2016, the rental agreements dated 1st March 2016 were entered into between the plaintiff and the first defendant which are marked as exhibits P.17 and P.18. A mere perusal of the recitals of the said two agreements would show that there were no difference of opinion between the plaintiff and the first defendant and the parties agreed to enter into a fresh rental agreement on new terms and conditions. Assuming without admitting that if at all there were arrears of rent or arrears towards revision of rent the same would have figured in the recitals of the rental agreements. Further, the plaintiff being an Association of officers also would not have chosen to continue to enter into the relationship of a landlord and tenant, especially, if the tenant had defaulted in the arrears of rent or revision of rent. Only because the first defendant mutually agreed to pay a lump sum, the plaintiff had come forward to enter into fresh rental agreements with new terms and conditions. It would be far stretched for anyone to believe that with the alleged arrears the landlord would enter into fresh rental agreements and especially when the plaintiff being an association of officers.

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20. It is also stated that the suit is bereft of any factual details especially pertaining to the quantum of the revised rentals or the rents and the plaintiff has not taken any steps to prove their case in the manner known to law. It is stated that the burden of proof was never discharged by the plaintiff in support of their plaint. Further, the first defendant also let in evidence as DW1 and his statements have not been dislodged in the cross examination.

21. It is further stated that the first defendant was the tenant during the period which has been stated in the plaint. The second defendant was never a tenant prior to 2016 at all. Even the combining of the cause of action of the first and the second defendants is erroneous and the suit should be rejected on this ground as well. Therefore, the fact that several suits already instituted by the plaintiff for demanding arrears of rent were compromised or dismissed for default and this act of the parties must be taken note by this Court. In fact, only on entering of the fresh agreements on 1st March 2016, the suits already filed earlier were either withdrawn or the plaintiff left it to be dismissed for default or compromised. Only later, since, the executive committee of the plaintiff changed a new stand has been taken only with intention to unjustly enrich at the cost of the first defendant. It would also be useful to rely upon Ex.P19 which is the

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rental agreement between the plaintiff and the second defendant which was entered into for the first time on 1st March 2016. At this point it is pertinent to point out that the cause of action for the present suit is between August, 2008 and February, 2016 and given the fact that the 2nd defendant was not the tenant upto March, 2016, the present suit as against the second defendant is abuse of the process of law for mis-joinder of wrong party.

22. Learned counsel for the defendants further submitted that reference may also be had to the Written statement of the 2nd defendant at paragraph number 12 in which the second defendant specifically pleaded that they are no longer the tenants of the plaintiff. In the written statement, the defendants have specifically pleaded that they cannot combine any cause of action to include the second defendant in the suit. They have also pleaded about the existence of another suit by the plaintiff for a similar relief and a specific averment was made that whenever the executive committee of the plaintiff changes, the committee initiates suit without ascertaining proper facts and records and that is why multiple suits have been filed for the same cause of action and for the same relief. On an overall reading of the plaint and suit documents along with the deposition of P.W.1, it is very clear that there is no clarity on the side of the plaintiff of how such huge sums were arrived at. No scientific method or not

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even a simple breakup of the sums claimed has been given, established and proved by the plaintiff and whenever a new committee is elected, they proceed in litigating against the tenants. This is also supported by the defendants' specific stand that the plaintiff is unable to give even the shop numbers in the plaint, suit documents or even during the cross examination. Reference may be had to Q. No.14 of PW1's cross examination. All the above would prove the present suit is an afterthought and a mere harassment. Hence it prayed that the above suit be dismissed with costs.

23. Learned counsel for the defendants further submitted that there are no arrears whatsoever and whatever differences was there was also mutually settled by payment of Rs.1 Crore in the year 2016. Only after this settlement, fresh agreements were entered into with the first defendant and an agreement for the first time was entered into with the 2nd defendant. Logically, if there were any arrears, no landlord would want to enter into any fresh agreement with the defaulting tenant.

24. Learned counsel for the defendants further submitted that the initial burden of proof would always be on the plaintiff and reference be had to Section 101 of the Indian Evidence Act, which reads as follows:

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"Section 101. Burden of proof --- Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts, must prove that those facts exist.

When a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person."

25. It is further contended that in the present case, as established above, the plaintiff is unable to prove their case and they have failed to discharge their burden whatsoever. In support of his contentions, the learned counsel for the defendants relied upon the Judgement of the Hon'ble Supreme Court in Anil Rishi v. Gurbaksh Singh, reported in 2006 (5) SCC 558. The relevant paragraphs of the said judgement are extracted hereunder :

"9 the burden of proving the fact rests on the party who substantially asserts the affirmative issues and not the party who substantially party who denies it. The said rule may not be universal in its application and there may be an exception thereto. The learned trial court and the High Court proceeded on the basis that the defendant was in a dominating position and there had been a fiduciary relationship between the parties. The appellant in his written statement denied and disputed the said averments made in the plaint.

10..... the suit will fail if both the parties do not



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adduce any evidence, in view of Section 102 of the Evidence Act. Thus, ordinarily, the burden of proof would be on the party who asserts the affirmative of the issue and it rests, after evidence is gone into, upon the party against whom, at the time the question arises, judgment would be given, if no further evidence were to be adduced by either side.

19. There is another aspect of the matter which should be borne in mind. A distinction exists between burden of proof and onus of proof. The right to begin follows onus probandi. It assumes importance in the early stage of a case. The question of onus of proof has greater force, where the question is, which party is to begin. Burden of proof is used in three ways: (i) to indicate the duty of bringing forward evidence in support of a proposition at the beginning or later; (ii) to make that of establishing a proposition as against all counter-evidence; and (ii) an indiscriminate use in which it may mean either or both of the others. The elementary rule in Section 101 is inflexible. In terms of Section 102 the initial onus is always on the plaintiff and if he discharges that onus and makes out a case which entitles him to a relief, the onus shifts to the defendant to prove those circumstances, if any, which would disentitle the plaintiff to the same.

26. Yet another judgment of this Court is in the case of Indo International Ltd., Vs. Continental Carriers Private Ltd., reported in 2004 (3) CTC 353. It is

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relevant to extract paragraph No.18 of the said judgement as under :

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"18... Under Section 101 of the Indian Evidence Act, burden of proof squarely lies upon the plaintiff who has approached the court to prove his claim by adducing strong and positive proof".

27. In the upshot, it is contended by the learned counsel for the defendants, as follows:

a. The plaintiff is unable to show any document evidencing the revision of rents or revision of areas of rents;

b. There was no consensus ad item between the plaintiff and the defendants on the revision of rents which is being sought for in the plaint in the present suit;

c. The plaintiff is unable to give breakup for the sums claimed in the plaint;

d. The plaintiff has failed to discharge the initial burden of proof as contemplated under the Evidence Act;

e. The plaintiff has in fact taken Rs 1,00,00,000/- towards settlement of arrears of rent and only thereupon entered into fresh agreements with the first defendant. The fresh agreements do not contain any recital of default on the part of the first defendant;

f. The plaintiff enters into Rental agreement with the second defendant for the first time only in 2016 and prior to that there was no landlord tenant relationship with the second defendant whatsoever;

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g. The plaintiff has not even filed the agreements pertaining to the period as mentioned in the cause of action para of the plaint;

h. The Suit documents, viz, the statements in support of the sums claimed has no break up whatsoever and the interest rate also is unilateral and no consensus ad item or agreement between the parties;

i. The plaintiff allowed all their earlier suits to be dismissed for default or settled out of court and this would reflect that they have taken the said sums of Rs 1,00,00,000/- towards compromise;

j. All these facts would show that the plaintiff has instituted the present suit only as a harassment tool to unjustly enrich themselves; and

k. Logically and in a business common sense, if there were any arrears, no landlord would want to enter into any fresh agreement with the defaulting tenant.

28. Therefore, the learned counsel for the defendants prays to dismiss the suit with costs.

29. Heard both sides and perused the materials available on record.

30. Issue No.2: Has not the first defendant settled a sum of Rs.1,00,00,000/- towards the full and final settlement on 06.01.2016 ?

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Admittedly, the plaintiff-Association is the owner of the subject building known as "Justice Pratap Singh Complex" and the entire building is a commercial-cum-office complex, consisting of ground floor, first floor and second floor, and several tenants are occupying in the building. The defendant-companies are sister concerns, having different names and doing the same business and a single tenancy was inducted in respect of various persons on the ground and two upper floors in the subject property.

31. Pending the tenancy period, the plaintiff-Company revised the rate of rents and maintenance charges for all the tenants from 01.08.2008 and most of the tenants had paid the revised rent and maintenance charges. The defendants declined to pay the arrears of rent through various requests and correspondences in respect of the rent and including the maintenance charges, but the defendant-Companies did not pay the revised rents and maintenance charges. Despite sending the requests and correspondences, the defendants paid only old rates of rent and hence, notice under Section 106 of the Transfer of Property Act, was issued and the plaintiff filed this suit for recovery of arrears of rent. The defendants, by letter dated 03.01.2014 offered to pay the arrears if the revised rent as demanded by the plaintiff, in respect of the Ashram occupied in the ground and first floors and requested to reduce the rent to Rs.20/- per

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square feet and in respect of the portion occupied in the second floor, since the plaintiff refused to reduce the rent, as per the demand made by the defendants, thereafter, the defendants, by letter dated 01.09.2014 offered to pay the revised rental arrears in the ground and first floors, demanded by the plaintiff and agreed to pay Rs.25/- per square feet for the second floor and requested to waive the maintenance charges for the second floor, by letter dated 18.09.2014 under Ex.P.4, agreeing to receive the revised rent of Rs.40/- per square feet from 01.08.2008 in respect of the ground and first floors and accepted the proposal of the defendants to pay Rs.25/- per square feet in respect of the second floor and with 5% annual increase in the rate of rent in respect of the first and second floors.

32. Further, the plaintiff agreed to give discount of 25% in the total arrears and arrears after discount was requested to be paid by the defendants in 12 equal instalments which started from 01.09.2011 and in default, the defendants are liable to pay interest @ 12% per annum with arrears. The defendants, vide letter dated 20.10.2024 under Ex.P-5 and 01.04.2014 under Ex.P-3, agreed to pay the rent as demanded in Ex.P-4 letter and requested to waive the maintenance charges in respect of the portion in the second floor. The plaintiff, by letter dated 14.11.2014 under Ex.P-6, informed the defendants,

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refusing to waive the maintenance charges in respect of the portion in the second floor and offered to reduce the maintenance charges from 0.120 paise to 0.90 paise per square feet. The defendants have agreed for the same by their letter dated 28.02.2015 under Ex.P-7, but they have given a new offer stating that they will pay the arrears of rent @ Rs.1 crore on or before 31.05.2015. Further, the plaintiff, by letter dated 07.05.2015 informed the defendants that their request in Ex.P-7 that the payment of arrears by way of instalments, can be considered, if the defendants agree to pay the arrears in one lumpsum of Rs.2 crores and to pay Rs.2 crores thereafter. The defendants sent a reply under Ex.P-8 dated 20.05.2015 to pay the arrears of rent of Rs.1 crore during the financial year 2015-2016 and will increase it to a sum of Rs.1,50,00,000/- for the next year.

33. The defendants also sent letter (Ex.P-9) dated 26.08.2015, expressing their commitment to pay the arrears of rent and requested the plaintiff-company to receive Rs.1 crore, at the time of signing the agreement and to receive Rs.25 lakhs within three months and another Rs.25 lakhs within six months and agreed to pay Rs.1,50,00,000/- for the next year. Therefore, the above said communications establishes that the defendants are liable to pay total sum of Rs.6,22,68,474/- as rental arrears with interest. Thereafter, the

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plaintiff sent a letter in Ex.P-10, dated 29.12.2015, insisting the defendants to pay a part payment of arrears of rent in a sum of Rs.1 crore immediately. Therefore, the defendants issued a Cheque in No.266345, dated 05.01.2016, drawn on Karnataka Bank Limited, Chennai, for a sum of Rs.1 crore and the same was credited on 06.01.2016. The defendants failed to pay the further amount as agreed by them. Hence, the plaintiff sent a legal notice dated 09.09.2016 under Ex.P-11 to the defendants to pay the arrears of rent and maintenance charges as on 31.08.2016 and the same was received by the defendants under Ex.P-12. The defendants sent replies / Exs.P-13 and P-14, dated 05.11.2016, stating that the case is pending before various legal forums and it is sub-judice and they are waiting for the Court orders. In order to prove the claim as on 31.08.2018, the plaintiff produced their Statement of Accounts, which are Exs.P-15 and P-16.

34. Though two of the cases were subsequently dismissed or settled out of Court or withdrawn by judgment and decree passed in the suit in O.S.No.6087 of 2010, O.S.No.4689 of 2011, O.S.No.7599 of 2010 and C.S.No.917 of 2010, and C.S.No.720 of 2010, which were marked as Exs.P-20 to 24, and subsequently, rental agreement was entered into between the plaintiff-Association and the first defendant on 01.03.2016 in respect of the ground floor



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portion in Ex.P-17 and the first floor portion under Ex.P-18 and the rental agreement with the second defendant under Ex.P-19. Even after entering into agreement, the defendants did not pay the arrears of rent with interest as agreed earlier and hence, the plaintiff sent notice dated 05.11.2016 and filed the present suit.

35. Though the defendants have stated that Rs.1 crore was paid on 06.01.2016 towards full and final settlement in respect of the revised rate of rent for the period from 01.08.2008 to 06.01.2016, after making the payment, they have entered into new agreements - Exs.P-17, 18 and 19 and the first defendant is paying regularly the rent and maintenance charges without any default and another suit was instituted by the plaintiff in C.S.No.90 of 2021 for the same relief.

36. The first defendant has raised preliminary objection stating that the plaintiff has combined the cause of action on two different single units and further stating that the defendants 1 and 2 are separate entities and the combined cause of action will not arise. It is further stated that after withdrawing the various suits filed by the plaintiff and in consequence of the 'one time settlement', the present suit on the very same cause of action for recovery of

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rent for the period from 01.08.2008 to 20.02.2016 is not maintainable.

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37. The main point raised by the second defendant is that the second defendant raised all the defences raised by the first defendant and only they stated that both the entities of the defendants, are different. The second defendant is not a party to the earlier agreement and therefore, the arrears as against the second defendant, would not arise, and the suit has been filed only for recovery of arrears of rent and also the maintenance charges, with interest and prior to Ex.P-19, i.e. on 01.03.2016, there is no agreement between the plaintiff and the second defendant, and therefore, the suit is hit by mis-joinder of the cause of action and the second defendant is not liable to pay any amount much less than the suit agreement. The cause of action for the present suit has arisen, since the defendants have not paid the difference of rent and also the maintenance charges for the period mentioned above.

38. According to the defendants, the plaintiff failed to discharge the initial burden of proof in terms of the Indian Evidence Act. The plaintiff had not produced any agreement for the period from 01.08.2008 to 29.02.2016. Further, the plaintiff had never produced any document to show that there was revision of rent and it was the difference in rent which has been defaulted by the

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defendants. Moreover, the plaintiff had not produced any agreement for revision of the rent and also for maintenance charges, and they are not entitled to the suit claim. Further, the contention of the defendants is that they have paid Rs.1 crore as full and final settlement, on 06.01.2016 itself, and based on the settlement, the plaintiff entered into fresh agreement with the defendants, and if at all there are any arrears of rent, the plaintiff could not have entered into a fresh agreement with the defendants for new rent and therefore, the suit is not maintainable.

39. Further, the ownership of the subject building is admitted. The first defendant was a tenant during the relevant period and the same was not denied and it is also admitted. Though one of the contentions raised by the defendants that the second defendant is a separate entity and they came into the present suit based on Ex.P-19 towards the rental agreement and prior to the year 2016, the defendants were not tenant and the suit is for payment of arrears of rent and also the maintenance charges, and therefore, the suit as against the second defendant is not maintainable.

40. As far as the first defendant is concerned, the full and final settlement was arrived at and the payment of Rs.1 crore was made on 06.01.2016. A careful

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perusal of Exs.P-3 to P-16, especially Ex.P-3, dated 01.04.2014, the defendants offered to pay the arrears of revised rent in respect of the ground floor and first floor, as demanded by the plaintiff and agreed to pay 0.25 paise per square feet and maintenance charges for the second floor. Ex.P-4 shows that the plaintiff has also agreed to receive the rent of Rs.40 per square feet from 01.08.2008 and in respect of the ground floor and 0.30 paise per square feet in respect of the first floor and accepted the proposal of the defendants to pay Rs.25 per square feet from 01.08.2008 in respect of the second floor and with 5% annual increase in rent in respect of the ground floor, and first and second floors. On a combined reading of Exs.P-3 and 4, it is clear that the defendants admitted that there are arrears of rent and they have also agreed to pay the same. Ex.P-4 also shows that the defendants have made request to waive the maintenance charges in respect of the second floor and the plaintiff, under Ex.P-6 dated 14.11.2024, informed the defendants refusing to revive the maintenance charges in respect of the second floor and offered to reduce the maintenance charges from 120 paise to 90 paise per square feet. The defendants also, under Ex.P-7 dated 28.02.2015, agreed to the same, but they have given a new offer stating that they will pay arrears of rent of Rs.1 crore per annum and the first instalment of Rs.1 crore commenced on 31.05.2015. By letter in Ex.P-7, dated 07.05.2015, the plaintiff informed the defendants that their request in Ex.P-7 that the payment of



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arrears by instalments can be considered, if the defendants agreed to pay the arrears in a lump-sum of Rs.2 crores and to pay Rs.2 crores thereafter. The defendants sent a reply under Ex.P-8, dated 20.05.2015 to the letter of the plaintiff, dated 07.05.2015 and informed to pay arrears of rent of Rs.1 crore during the financial year 2015-2016 and will increase it to pay Rs.1,50,00,000/- for the next year. Further, the defendants, under Ex.P-8 letter and Ex.P-9 also, expressed their commitment to honour arrears of rent and requested the plaintiff to receive Rs.1 crore at the time of signing the agreement. Further, they have agreed to pay Rs.25 lakhs in due instalments and thereafter, they will pay Rs.1,50,00,000/- as arrears of rent for the subsequent year.

41. Further, under Exs.P-10 to P-15 also, which are the correspondences between the plaintiff and the defendants, show that there are arrears of rent of Rs.6,22,68,474/-, as the defendants paid Rs.1 crore on 05.01.2016 for the arrears of rent between 01.08.2008 to 26.01.2016. However, the defendants have not produced any evidence or records showing that they have paid and they have offered to pay Rs.1 crore as arrears of rent at the first instance and subsequently, Rs.1 crore to be paid for the subsequent year and when the defendants have agreed through correspondences that they will pay arrears of rent and that they have also paid Rs.1 crore, but there is no material to show



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that Rs.1 crore amount was paid by the defendants by way of full and final settlement.

42. Hence, when the defendants agreed that there are arrears of rent, for more than Rs.1 crore and agreed to pay the initial amount of Rs.1 crore and they had to pay Rs.1,50,00,000/- for every year till the payment of the entire arrears of rent, then it is for the defendants to prove that they have subsequently paid the amount, apart from payment of Rs.1 crore and the defendants have to prove that Rs.1 crore was paid only as full and final settlement. There is liability of arrears of amount, as admitted by the defendants, and the ownership is not disputed and the arrears amount of rent was also admitted. The plaintiff stated that the defendants have not paid the arrears of rental amount, as agreed by them, especially in Exs.P-3 to P-12 being the correspondences between the plaintiff and the defendants. Further, the Statement of Accounts of the plaintiff show the arrears of rent and there is no payment towards arrears of rent and also the maintenance charges and interest thereon and the onus had been now shifted on the defendants and it is for the defendants to prove that they have paid the entire amount or discharged a part of the amount and they should also show that there was settlement between the plaintiff and the defendants and there is no evidence except the defendants stating that the earlier suit filed by

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the plaintiff was withdrawn as settled out of Court. There is no iota of evidence to show that the entire amount was paid and there are no arrears of rent.

43. The main contention of the plaintiff is that the defendants have agreed that they have paid some amount and they could not pay Rs.2 crore and thereafter, Rs.2 crores were stated to have been paid by the defendants as settlement of entire arrears and from Ex.P-8, it is clear that they have paid Rs.1 crore during the financial year 2015 - 2016 and they will increase it to Rs.1,50,00,000/- for the next year and it shows that there was no settlement regarding full and final payment of arrears of rent. There was settlement that initially they would pay Rs.1 crore during the financial year 2015-2016 and they have agreed to pay for the subsequent year at Rs.1,50,00,000/- and they have also further agreed to go for new agreement to be entered into between the parties. Therefore, in the absence of any specific request or document to show that Rs.1 crore was paid by the defendants as full and final settlement and as admittedly, there was no settlement between the plaintiff and the defendants, either the defendants should pay Rs.4 crores, i.e. Rs.2 crores at the first instance and another lumpsum of Rs.2 crores, within a reasonable time, for which, the defendants have sent a letter Ex.P-8 which clearly shows that the defendants have agreed to pay Rs.1 crore and another Rs.1,50,00,000/- for the subsequent



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44. Therefore, in the above circumstances, and in the absence of any specific document to the effect that Rs.1 crore was paid by the defendants as full and final settlement, it is for the defendants to prove the same. There is no evidence to show the same and though the defendants have raised a plea that there is no second cause of action and they were not tenants, but however, both the defendant-Companies are different entities.

45. The plaintiff has clearly pleaded that both the defendants are sister concerns and doing the same business, but however, they are in the same premises and therefore, in the above circumstances, this Court finds that there was no full and final settlement. The second issue is answered accordingly.

46. Issue No.4: Is it not true that the second defendant became the tenant of the plaintiff from 01.03.2016 ?

The first defendant has entered into a fresh agreement with the plaintiff on 01.03.2016 and under Ex.P-17, in respect of the ground floor and Ex.P-18 in respect of the first floor and the second defendant entered into agreement under

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Ex.P-19 on the same day. But however, the plaintiff sent notice in Ex.P-11 to both the defendants, stating that there were arrears of rent from 01.08.2008 and also maintenance charges, as on the date of signing the revised agreement of rent. For the notice dated 14.11.2014 issued by the plaintiff to the defendants, the defendants sent reply dated 28.02.2015 agreeing to pay the maintenance charges @ 0.90 paise per Sq.Ft., in respect of the second floor and taken a new and different stand from the defendant's earlier letter regarding payment of arrears of rent, stating that they would pay the arrears of rent @ Rs.1 crore and the first instalment will have to be paid on 31.05.2015 and they have also stated that in the Executing Committee meeting, they have indicated through the letter dated 07.05.2015 stating that the defendants' request for paying the arrears of rent, will pay Rs.1 crore as contained in their letter dated 28.02.2015 and they would make payment in a lump-sum, immediately, and agreed to pay Rs.2 crores every year thereafter. Further, for the plaintiff's letter dated 07.05.2015, it was replied by the defendants on 20.05.2015 seeking permission to pay Rs.1 crore towards the arrears of rent for the year 2015--2016 and to pay Rs.1,50,00,000/- for the next year. But the defendants have not paid the remaining amount, for which, there is only one acknowledgement received from the defendants and the defendants sent letter under Ex.P-13 stating that they have sent reply and since there were legal proceedings pending between the parties, they have not sent

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any individual reply and they have also not stated that they are sending the reply either for the first defendant or the second defendant alone. Therefore, when once there is no separate reply, they cannot state that both the defendants are different entities and the suit is not maintainable as against the second defendant.

47. Therefore, in the above facts and circumstances, though Ex.P-19 shows that the defendants entered into agreement on 01.03.2016, but however, the proof affidavit of D.W.1 shows the same and it cannot be stated that the second defendant became the tenant of the plaintiff only on 01.03.2016. This issue is answered accordingly.

48. Issue No.5: Whether the present suit is maintainable, since the earlier suits filed by the plaintiff against the same defendants were either dismissed for default or settled out of Court, pursuant to the full and final settlement reached between the parties ?

As far as this issue is concerned, as already stated, though there were suits between the plaintiff and the first defendant and subsequently, some of the suits were dismissed for default and one of the suit was dismissed as settled out of Court, as stated in the decree, but there was no annexure in the decree



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therein regarding the terms of settlement. Simply, it shows that the suit was dismissed as settled out Court. As already discussed, according to the plaintiff, though earlier, the defendants sought time for payment of arrears of the amount, the defendants stated that they will pay Rs.2 crore at the first instance for the year 2015--2016 and for rest of the years, they have to pay Rs.2 crore immediately, for which, the defendants sent a letter to the plaintiff agreeing to pay Rs.1 crore for the year 2015--2016, and the defendants would pay Rs.1,50,00,000/- for the further period, and therefore, they have entered into a new agreement only for the future interest for fresh terms, but whereas, the defendants stated that the payment of Rs.1 crore is for full and final settlement, and therefore, the earlier suit was dismissed as settled out of Court.

49. Admittedly, none of the judgments and decrees in respect of the cases that were filed before the Court below, speak about the settlement between the parties. There were no terms of settlement filed before the Court and the decree was passed only based on the Memorandum of Settlement entered into between the parties. Therefore, in the absence of any contra proof, it cannot be stated that the defendants agreed for payment of Rs.1 crore towards the arrears of rent. There is no material to show the same and even the defendants, during cross-examination, stated that the defendants had not produced any document,

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and therefore, in the absence of any specific terms of agreement, it cannot be stated that the suit was earlier allowed to be dismissed for default, or settled out of Court, because Rs.1 crore was received towards "one time settlement" as full and final settlement. Further, from the correspondences Exs.P-4 to P-16, the consistent stand of the plaintiff is that there were arrears of rent and before entering into a new agreement, Exs.P-17, 18 and 19, there was an understanding between the plaintiff and defendants and the defendants have to pay Rs.1 crore as first instalment. Thereafter, they have to pay Rs.1,50,00,000/- towards the arrears of rent and they have entered into a new agreement. The defendants agreed that Exs.P-3 to 6 are clear on those aspects, and therefore, in this case, it is for the defendants to either prove that they have paid the subsequent instalments after initial payment of Rs.1 crore and the defendants have not stated that Rs.1 crore was paid by the defendants, which was received by the plaintiff as one time full and final settlement. Admittedly, there is no evident to show the same.

50. Therefore, the onus is now on the defendants to prove the above payment/agreement. From the evidence of D.W.1, this Court finds from Qn.No.7 in his cross-examination, specifically asked to D.W.1 by the learned Senior Counsel for the plaintiff, that, "what is the settlement you are referring to ?, for

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which D.W.1 replied that, "I need to check". It is useful to extract the question

Nos,8 to 16 asked to D.W.1 during cross-examination:

"Qn.No.8: I put it to you that you have stated in your proof affidavit that you have paid a sum of Rupees One Crore on 06.01.2016 as full and final settlement for the period from 2008 to 2016. Can you explain this ?

A. Yes. We have paid a sum of Rupees one crore as full and final settlement. Post that, we had an agreement.

Qn.No.9: Have you filed any document to prove that you have made a full and final settlement ?

A. I do not recollect. I have to check.

Qn.No.10: I put it to you that Rupees One Crore has been paid as first instalment towards the arrears and you agreed to pay further amount of arrears of rent in instalments.

A. I deny. It was a full and final settlement and post that, we had an agreement.

Qn.No.11: (Ex.P-8 is shown to the witness) I put it to you that in this letter you have agreed that you will further pay the amounts in lumpsums and requested for a renewal of the lease.

A. I deny. There was no lease between 2008 and 2016. There was no agreement.

Qn.No.12: (Ex.P.6 is shown to the witness). In this letter sent to you, reference is made to the compromise settlement with regard to the revision of rent in respect of defendants 1 and 2, is it correct ?



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A. I have to check.

Qn.No.13: I put it to you that you have never denied any of the communications by the plaintiff with regard to the claim in the suit.

A. I have to check what communications you are referring to.

Qn.No.14: You have stated in your proof affidavit that the plaintiff had accepted the amount paid on 06.01.2016 as full and final settlement and accepted to withdraw all the cases. Have you filed any proof for that ?

A. The cases were dismissed or withdrawn and the new lease agreement was made.

Qn.No.15: I put it to you that the claim in the suits you are referring to and the present suit claim are different ?

A. I deny. They are one and the same.

Qn.No.16: I put it to you that only on your acceptance that you will pay your arrears in lumpsums, the lease agreement was executed.

A. I deny."

51. From a reading of the above evidence of D.W.1, it is not proved that there was separate agreement or for one time settlement and the explanation given by the defendants is that, since they have entered into agreements -



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Exs.P-17 and Ex.P-19, there were no arrears of rent and if at all there are arrears, they could not have entered into a new agreement in new terms. The plaintiff clearly stated that the defendants have agreed to pay the first instalment of arrears of rent at Rs.1 crore for the year 2015-2016 year and thereafter, for every year, they will pay Rs.1 crore till the entire arrears are paid and in those terms, they have entered into a new agreement from the year 2016 onwards. The explanation given by the plaintiff is probable. From the correspondences between the plaintiff and the defendants in Exs.P.4 to 16, it is clear that when one the relationship between the parties is admitted, and the plaintiff has stated that the defendants have not paid the revised rate of rent and maintenance charges, and it is specifically stated by the plaintiff that the other tenants who have occupied the building, agreed to pay the revised rent, except the defendants, and there was no communication between the plaintiff and the defendants, and though the plaintiff sent notice in Ex.P-11, for which, the defendants have not given any detailed reply regarding the payment or full and final settlement, and the legal proceedings are pending. Though the new agreement was stated to have entered into on 01.03.2016, the notice was issued only subsequent to the new agreement on 09.09.2016 under Ex.P-11, but whereas in their reply, they have not stated anything about the settlement or any other defence. They have simply stated that the matter is pending before

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various legal forums and the matter is sub-judice and they are waiting for the Court's order. If that be the case, the defendants ought to have obtained an order from the Court regarding the final settlement. In the above circumstances, this Court finds that the initial burden was discharged by the plaintiff and the onus has now been shifted on the defendants and the defendants have not discharged their onus and since full and final settlement was reached between the parties, the earlier suit was allowed to be dismissed for default and the alleged settlement is not acceptable. It is for the defendants to prove their case with specific documents and the defendants have not examined any independent witnesses on that score and had not also produced any document to show the payment of Rs.1 crore, as full and final settlement. This issue No.(v) is answered accordingly.

52. Issue No.6: Whether the plaintiff can seek any relief as against the second defendant in a suit for recovery of alleged monies due for the period from 01.08.2008 till 29.02.2016, when the second defendant was not a tenant of the plaintiff until 01.03.2016?

Issue No.7: Whether the plaintiff has power under its bye-laws to let out the properties ?

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53. As already stated, the plaintiff has filed the present suit against both the defendants for payment of arrears of rental amounts and the plaintiff specifically pleaded that both the defendant-Companies are sister concerns and the defendants have occupied the premises only as tenants and agreed to pay the amount of rent also and at last, the plaintiff sent a legal notice to both the defendants, but however, the second defendant has not sent any separate reply and that on a reading of Ex.P-11 notice sent by the plaintiff to both the defendants show that both are one and the same concern and they are sister-concerns, and both are doing one and the same business. Though the second defendant filed written statement, but the same defence has been taken by the first defendant, yet, the second defendant has not produced any independent witness and both the defendants have filed common proof affidavit through one person, who stated that he is the Managing Director of the first defendant-Company and also the Director of the second defendant-Company and since the second defendant-Company has not filed proof affidavit and has not subjected themselves to cross-examination independently, this Court is unable to accept the stand of the second defendant. The plaintiff has filed the present suit for recovery of arrears of rent/maintenance charges and the defendants have not denied the relationship between the parties and when once the defendants accepted the ownership of the building and also admitted the payment and the

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present suit is filed only for recovery of arrears of revised rent for the relevant period and for maintenance charges also, now, the defendants cannot take a different stand challenging the bye-laws of the plaintiff-Association. The issue Nos.(vi) and (vii) are answered accordingly.

54. Issue No.(viii): To what other reliefs ?

The ownership of the building is not in dispute. The jural relationship between the plaintiff and the defendants, is also not in dispute. Though the plaintiff has paid the rent for the earlier period upto 01.08.2008, the same is also not in dispute.

55. According to the plaintiff, there was a Board Resolution of their Association and it was also communicated to the tenants regarding the revision of rent and the revision of maintenance charges. The plaintiff stated that all the other tenants who were occupying the subject building, have paid the revised amount of rent, except the defendants. After receiving the communication, the defendants made certain requests to the plaintiff and the plaintiff had not agreed for the same, except one request. Further, Exs.P-3 to 8, are clear about the same and at last, the defendants have also agreed to pay Rs.1 crore in the initial



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stage and that they would pay Rs.1,50,00,000/- thereafter, and for the subsequent year, they will pay after entering into new agreement in the month of March 2016. According to the plaintiff, there were arrears of revised rent from 01.08.2008 to 29.02.2016 and also maintenance charges, interest, etc. Though the defendants have taken the main defence that they have paid Rs.1 crore, which is full and final settlement, as discussed earlier, the defendants have not proved that the payment of Rs.1 crore on 06.01.2016 was itself full and final settlement. Exs.P-3 to P-6 clearly show that the case of the defendants, is not acceptable and the case of the plaintiff is probable. Though the learned counsel for the defendants submitted that the plaintiff has to prove their case on their own strength, and they cannot take advantage of the loopholes left by the defendants, the burden of proof is on the plaintiff. However, as discussed above, the relationship between the parties, is not in dispute.

56. From Exs.P-3 to P-6, it is clear that there were correspondences between the plaintiff and the defendants regarding the revision of rent and arrears of rent. At last, the defendants have admitted that they would pay Rs.1 crore at the first instance in 2015-2016 and thereafter, they would pay Rs.1,50,00,000/-. Admittedly, the new agreement Exs.P-17 to 19 only came in the year 2016, and therefore, though the plaintiff has to prove their case, but the



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proof of the plaintiff in a civil case is not as heavy as that of the case of the prosecution in the criminal case. In the criminal cases, the prosecution has to prove its case beyond all reasonable doubts, whereas, in the civil cases, if the plaintiff is able to prove their case with preponderance of probabilities, the plaintiff is entitled for decree.

57. In this case, the pleadings and the evidence of P.W.1 and D.W.1 and the documents in Exs.P-1 to P-19 and the other documents clearly show that there is revision of rent and that the defendants have not paid the revision of rent and the defendants have arrived at a settlement and agreed to pay the arrears of rent, in instalment basis and the first instalment of Rs.1 crore was also duly paid by the defendants as agreed. It is not the case of the defendants that there were no arrears of "rent", and therefore, it can be stated that it is only the arrears of "revised rent". When once the defendants have admitted and paid Rs.1 crore, it is for the defendants to prove that Rs.1 crore is only the full and final settlement between the parties and not for the payment of instalments. Exs.P-3 to P-8 also reveal that the defendants agreed that they have paid Rs.1 crore for the financial year 2015-2016 and they would pay Rs.1,50,00,000/- for the subsequent year till the payment of arrears of rent and there is no evidence or materials available on record to show that subsequent to the payment of Rs.1

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crore, the defendants have paid the amount. Therefore, in the absence of any specific document or evidence to prove the said facts, the case of the defendants is not acceptable and the case of the plaintiff is probable.

58. The plaintiff has filed the present suit for recovery of arrears of rent and the maintenance charges with interest. Though the defendants have taken a defence that both the companies (defendants) are not tenants between 01.08.2008 and 29.09.2016 and therefore, there is mis-joinder of cause of action and there is also mis-joinder of necessary party. But however, the plaintiff stated that both the defendants are sister entities and they never identified that they are separate entities and they have jointly occupied the plaintiff's premises. Further, on a reading of the materials on record, it is seen that D.W.1 has filed proof affidavit for both the defendants for the chief examination and he has also stated that he is the Managing Director of the first defendant-Company and filed proof affidavit on behalf of the defendants. D.W.1 is also the Director of the second defendant-Company and he is aware of the facts of the present suit. He has marked Exs.D-1 and D-2 being the original Board Resolution, dated 31.05.2014 between the plaintiff and the defendants. Therefore, the plaint itself shows that the plaintiff is entitled for the suit claim. The first issue is answered accordingly.

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59. Issue No.3: Whether the suit is maintainable as against both the defendants ?

Issue No.8: To what other reliefs ?

The defendants have not proved their case on the basis of preponderance of probabilities. The defendants have not discharged their onus with specific evidence. Ex.P-11 shows that all the claims have been made pre-suit, whereas, the defendants have not given any detailed reply and even denied Ex.P-13 in one word and stated that the legal proceedings are pending sub-judice and the defendants have not filed any subsequent document to show that there was full and final settlement between the parties. The arrears of the rental amount, were not fully discharged by the defendants. Therefore, in the absence of the same, this Court finds that the case of the defendant, are acceptable and that the case of the plaintiff is acceptable. Thus, the plaintiff had proved their claim and therefore, the plaintiff is entitled for decree in the present suit. The suit is maintainable as against both the defendants. Issue No.(iii) and (viii) are answered accordingly.

61. In the above backdrop, with regard to the decisions relied on by the

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learned counsel appearing for both parties, there is no quarrel over the ratio laid down therein for the proposition. However, in the facts and circumstances of the case, the citations/decisions referred to by the learned counsel for the defendants are not applicable to the present case.

61. For the reasons stated above, the present suit is decreed, with costs. The defendant-Companies are directed to pay the costs to the plaintiff-Association. The defendants have occupied the plaintiff's premises for commercial purpose, it is not for any charitable or residential purpose. The defendants are directed to pay the entire arrears of revision of rent and maintenance charges, as claimed in the plaint, within a period of 40 days from the date of receipt of a copy of this judgment.

03.01.2025

(1/2)

Index: Yes/no

Speaking Order : Yes/no

Neutral case citation: Yes/no

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List of witness examined on the side of the plaintiff:

P.W.1 : R.Murthy

List of Documents marked on the side of plaintiff:

Ex.No.	Dated	Description of the exhibit
P-1		Photocopy of the bye-laws approved by the Registrar of Societies
P-2	03.01.2014	Photocopy of the letter sent by the defendants to the plaintiff Association (The counsel for the defendants objects on the ground that it is a photocopy)
P-3	01.09.2014	Photocopy of the letter sent by the defendants to the plaintiff Association (The counsel for the defendants objects on the ground that it is a photocopy)
P-4	18.09.2014	Photocopy of the letter sent by the plaintiff association to the defendants (The counsel for the defendants objects on the ground that it is a photocopy)
P-5	20.10.2014	Original letter sent by the defendants to the plaintiff association
P-6	14.11.2014	Photocopy of the letter sent by the plaintiff association to the defendants (The counsel for the defendants objects on the ground that it is a photocopy)
P-7	28.02.2015	Original Letter sent by the defendants to the plaintiff Association
P-8	20.05.2015	Original letter sent by the defendants to the plaintiff Association
P-9	26.08.2015	Original letter sent by the defendants to the

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Ex.No.	Dated	Description of the exhibit
		plaintiff Association
P-10	29.12.2015	Original letter sent by the defendants to the plaintiff Association
P-11	09.09.2016	Office copy of the lawyer's notice sent by the plaintiff association's Advocate to the defendants
P-12	12.09.2016	Original acknowledgement card sent by the defendants to the plaintiff association's Advocate
P-13	05.11.2016	Original reply to the lawyer's notice sent by the 1 st defendant to the plaintiff Association's Advocate
P-14	05.11.2016	Original reply to the lawyer's notice sent by the 2 nd defendant to the plaintiff Association's Advocate
P-15	04.07.2019	Office copy of the statement of account of the plaintiff Association with respect to 2 nd defendant (The counsel for the defendant objects on the ground that it is not an original document)
P-16	04.07.2019	Office copy of the statement of account of the plaintiff Association with respect to 1 st defendant (The counsel for the defendants objects on the ground that it is not an original document)
P-17	01.03.2016	Original rental agreement between the plaintiff Association and the 1 st defendant for the 1 st floor
P-18	01.03.2016	Original rental agreement between the plaintiff Association and the 1 st defendant for the ground floor
P-19	01.03.2016	Original rental agreement between the plaintiff association and the 2 nd defendant
P-20	07.12.2016	Certified copy of the judgment and decree in



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Ex.No.	Dated	Description of the exhibit
		O.S.No.6087/2010
P-21	07.12.2016	Certified copy of the judgment and decree in O.S.No.4689/2011
P-22	18.04.2017	Certified copy of the judgment and decree in O.S.No.7599/2010
P-23	14.07.2017	Certified copy of the order in C.S.No.719/2010
P-24	14.07.2017	Certified copy of the order in C.S.No.720/2010

List of witnesses examined on the side of defendants:

DW1 – Ramkumar Rajendran

List of documents marked on the side of defendants:

Ex.No.	Dated	Description of the exhibit
D.1	31.05.2024	Original Board Resolution passed by the 1 st defendant. (Objected, Marked subject to proof and relevancy)
D.2	31.05.2024	Original Board Resolution passed by the 2 nd defendant. (Objected, Marked subject to proof and relevancy)

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03.01.2025

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P. VELMURUGAN, J

CS

Pre-delivery Judgment

in C.S.No.528 of 2019

Judgment delivered on

03.01.2025

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