

IN THE XVII ASSISTANT CITY CIVIL COURT AT CHENNAI.

PRESENT: THIRU. M. MATHIVANAN, B.A., B.L.,
XVII Assistant Judge,

Wednesday, the 27th day of November 2024

O.S.No. 5486/2023

CNR.No. TNCH01- 036407-2023

Sugapriya,
D/o. Rajamanikkam,
No.49/7, Indira Gandhi 1st Street,
Choolaimedu, Chennai – 600 094.

... Plaintiff

//Vs//

Mr.Megavannan,
S/o.Late. Mani,
No.64/16, Andavar Street,
Choolaimedu, Chennai – 600 094.

..Defendant

This suit came up before me for final hearing on 16.11.2024 before me for the final hearing in the presence of M/s. V. Vijayakumar, R.Rajkumar, V.Srinivasan and K.Chandralekha Counsel for the Plaintiff and the defendant being called absent and set exparte and upon perusing the materials available on the records and upon hearing plaintiff side arguments and having stood over for consideration till this day and this Court delivers the following ;

JUDGMENT

The plaintiff has filed this suit under Order XXXVII Rule 1 directing the defendant to pay a sum of Rs.98,784/- to the plaintiff along with 12% interest from the date of filing this plaint to the date of realization and for costs of the suit.

Brief averments made in the plaint :

2. The plaintiff states that the plaintiff entered into a lease agreement with one Kanagu on 14.09.2020 for the period of 11 months from 14.9.2020 to 13.08.2021 by handing over the interest free lease amount of Rs.2,00,000/- to the defendant. The lease is extendable at the consent of both parties. The said Mrs.Kanagu wife of late.Mani died in the year of 2021 and the defendant is the successor of all the estates of deceased Mrs. Kanagu. The plaintiff vacated the lease premises on 23.12.2021 and

handed over the lease property key to the defendant Megavannan. The defendant had returned a portion of lease amount of Rs.1,25,000/- on the date of terminating the lease on 23.12.2021. Further the defendant had made an endorsement on the original lease agreement dated 14.09.2020 that he will repay the balance lease amount Rs. 75,000/- on or before 10.02.2022 in the presence of the witness one Mahalingam. The plaintiff has continuously approached the defendant and able to collect Rs.3,000/- on different dates and remaining amount of Rs.72,000/- has not been realized till date. The plaintiff has approached the jurisdictional police authorities by lodging a complaint against the defendant in reference No.EAS23154411. The police authorities has not attend the same . Hence this suit.

3. Despite substituted service ordered and effected, the defendant has not chosen to appear before this court and hence he was called and marked absent and set exparte.

4. Since the suit is instituted under Order XXXVII Rule 1 of C.P.C (Summary Suit), on the side of the plaintiff, the plaintiff was examined as PW1 and Ex. A1 to A5 were marked.

Now the point for consideration is:

5. Whether the plaintiff is entitled to recover the suit claim as prayed for?

Answer to the point:

6. Heard the arguments advanced by the learned counsel for the plaintiff and perused entire material records carefully. It is the case of the plaintiff that the plaintiff entered into lease agreement with the defendant's mother Kanagu for taking lease of a dwelling house. The mother of the defendant Kanagu was died in the year of 2021, the defendant become the successor of the all the estates of the deceased Kanagu. On 23.12.2021 the plaintiff handed over the key of the lease property to the defendant, during that time, the defendant Megavannan had returned a portion of the lease amount a sum of Rs. 1,25,000/- and subsequent date the defendant paid another Rs. 3000/- then the remaining Rs. 72,000/- has not been realized till date.

7. The plaintiff to prove her case she herself examined as PW1 and Ex.A1 to A5 marked. On perusal of the Ex.A2, it could be seen that the lease agreement dated 14.09.2020 between the plaintiff and the deceased Kanagu. The death certificate of the deceased Kanagu has been marked by the plaintiff as Ex.A5 in which the date of the death of deceased Kanagu noted 11.09.2021. Therefore, this court ensured that the deceased Kanagu was died on 11.09.2021 as stated by the plaintiff. While perusing the last page of the Ex.A2 agreement, an endorsement has been made by the defendant Megavannan on 23.12.2021 in the said endorsement, the defendant repaid Rs. 1,25,000/- of the lease amount and he assured that the balance amount of Rs. 75,000/- to be paid on or before 10.02.2022. The police complaint given by the plaintiff to the Inspector of Police, Choolaimedu Police station against the defendant for repayment of the balance lease amount dated 21.08.2023 marked as Ex.A3. On perusal of the above said records and evidence of PW1, it is proved that the defendant accepted to repay the lease amount which was received by his mother Kanagu on 23.12.2021. The defendant were neither appeared before this court nor disprove the evidence and documents of the plaintiff. Therefore the suit claim is proved by the plaintiff.

8. The defendant is liable to repay suit claimed sum of Rs. 98,784/- to the plaintiff along with interest at rate of 12% p.a on principal amount from the date of plaint till date of decree and further interest at the rate of 6% p.a on principal amount from the date of decree till date of realization. Accordingly, the above point is answered in favour of the plaintiff.

In the result, this suit is decreed with costs.

Dictated to the steno typist by me directly and typed by her in the court computer and corrected and pronounced by me in the open court, this the 27th day of November 2024.

XVII Assistant Court,
City Civil Court, Chennai.

Plaintiff side Witness :-

PW1 : Sugapriya (Plaintiff)

Plaintiff side Documents

Ex.A1		Copy of the Aadhar card
Ex.A2	14.09.2020	Lease agreement
Ex.A3	21.08.2023	Copy of the police complaint
Ex.A4	21.08.2023	Complaint acknowledgement
Ex.A5	23.09.2021	Copy of death certificate of Kanagu

Defendant side Witness and Document :- Nil

XVII Assistant Court,
City Civil Court, Chennai.

Draft/Fair Judgment

in

O.S. No.5486/2023

Dated: 27.11.2024

XVII Assistant Court