

IN THE COURT OF THE SUB JUDGE AT COONOR

Present:- Tmt.M.Mekala Mythili, B.A., B.L.,

Sub Judge, Coonoor.

(J.O.Code: TN1541)

Wednesday the 25th day of October 2025

(2056 Thiruvalluvarandu, Visuvavasu Varudam, 08th day of Ippasi)

O.S.No.246/2023

(TNNS0E-000443-2023)

Sree Kumar Nair

....Plaintiff

/Vs./

K.Devaraj

....Defendant

This suit is coming on 13.10.2025 for final hearing before this Court, in the presence of Thiru.K.Balasubramaniam, Advocate for the plaintiff and Thiru.J.B.Subramanian, Advocate for the defendant. Upon perusing the plaint, written statement, plaintiff side evidence and documents, upon hearing the arguments of both sides, upon perusing all connected material records and having stood over till this day, for consideration, this court delivered the following;

JUDGMENT

The suit is filed for recovery of money from the defendant to pay a sum of Rs.1,23,500/- together with interest thereon at 12% p.a. from the date of suit till realization and for costs of the suit.

2. The Brief facts of the plaint:

The defendant is the owner of the premises bearing door no.12/110D, Vijajya Mandir, St.Luke's Church Road Kotagiri. The defendant had agreed to let out premises belonging to him in respect of building to the plaintiff on a monthly lease period. The monthly rent for the said demised premises was fixed for a sum of Rs.13,000/- per month as a part of that the plaintiff had paid 10 months rent amount as deposit amount to the defendant which is a sum of Rs.1,30,000/- as security amount to the defendant and the security amount is refundable on vacating the premises. The plaintiff states that the plaintiff and the defendant had brought down the terms of the lease agreement into writing by virtue of lease agreement dated 12th day of October 2021. The plaintiff states that as per the agreement the lease period commenced from 1st November 2021 for the period of 11 months, which was renewable by mutual consent of the plaintiff and the defendant. The plaintiff states that the plaintiff had transferred the sum of Rs.1,30,000/- as security amount to the defendant through bank transfer.

2.1. The Plaintiff had been regularly depositing the monthly rent amount into the defendant bank account without any fail every month and the plaintiff had paid necessary electricity consumption charges to the concerned authority. As per the terms of the lease agreement dated 12th October 2021 it was mutually agreed between the plaintiff and the defendant, that the said lease agreement can be revoked either by the plaintiff or by the defendant by giving one month notice to either the plaintiff or the defendant. The plaintiff was not satisfied about the maintenance of the lease premises, the plaintiff decided to vacate the lease premises and as such the plaintiff had sent an e-mail to the defendant on 15th July 2022 to exercise his right to revoke the tenancy and moreover the defendant to refund the deposit amount a sum of Rs. 1,30,000/- to the Plaintiff. The plaintiff states that the defendant had received the e-mail.

2.2. The plaintiff had moved out of the lease premises as on 30th July 2022. When the plaintiff had returned to the lease premises to take his rest of his belongings on 15.08.2022, the plaintiff had found that the lease premises was broken and his belongings were removed by the defendant. The plaintiff had requested the defendant to refund the security amount of Rs. 1,30,000/- and to deduct rent for the period of 15 days which amounts to Rs.6,500/- and as such to pay the balance amount of Rs.1,23,500/-. The defendant had not responded to the request of the plaintiff.

2.3. The plaintiff had issued a legal notice dated 13.08.2022 to the defendant by calling upon the Defendant to refund the remaining security deposit amount of Rs.1,23,500/-. The defendant have received the notice and had sent a false reply through his counsel vide reply notice dated 24.08.2023. The plaintiff states that in spite of several demands made by the plaintiff to the defendant to refund the security amount the defendant failed to pay the balance security amount of Rs.1,23,500/- to the plaintiff. Hence the suit.

3. The Brief facts of the Written Statement filed by the defendant:

The Suit is false, frivolous, vexatious and the same is not maintainable in law or on the facts of the case. The defendant denies all the allegations made in the plaint, except those that are specifically admitted herein and puts the plaintiff to strict proof of each and every one of them. The allegation that the defendant entered into a lease agreement with the plaintiff whereby, the defendant agreed to let out the premises to the plaintiff on monthly rent of Rs.13,000/- and the plaintiff had paid a sum of Rs.1,30,000/- as refundable security deposit in respect of the premises bearing Door No.12/110D of Kotagiri Town Panchayat. It was not a Lease Agreement but it is only an understanding between the plaintiff and the defendant.

3.1. The defendant submits that he is fully aware of the prevailing and existing Law relating to the tenancy of buildings namely Tamil Nadu Regulations of Rights and responsibilities of Land Lords and Tenant Act 2017. The allegations made in para 5 and 6 of the plaint are denied and the plaintiff is put to strict proof of the same. The defendant further submits that the plaintiff vacated the premises before the agreed period for the reasons best known to him. The plaintiff was not satisfied about the maintenance of the surrounding of the lease premises by the defendant and other amenities were not provided by the defendant to the plaintiff like upkeep of the interior of the premises and not providing space for drying of clothes were all false and the defendant is put to strict proof of the same.

3.2. The allegation in para no 6 of the plaint that because of the above mentioned reasons the plaintiff vacated the premises are all false. Further regarding the refund of the deposit amount of sum of Rs.1,30,000/- is not agreed by the defendant since the plaintiff has caused irreparable loss to the premises by damaging the whole building including electrical and water connections. The allegations made in para 7 and 8 of the plaint and the plaintiff is put to strict proof of the same. Further the defendant issued a proper reply on 24.08.2022 for the legal notice which is served to the defendant.

3.3. The plaintiff has caused a great deal of damage to the electrical

fittings and the water pipe lines, water geyser, wash basin, tube lights and the bulbs etc. Even though the defendant had asked the plaintiff to permit the defendant inside the premises to do a local inspection, the plaintiff persistently declined permission for the same. This fact indicates and demonstrates that the premises in question has been substantially damaged. The plaintiff for the fear of reimbursing the damaged articles, he never handed over the keys to the defendant so as to enable the defendant to visit inside of the premises. If the plaintiff had been honest enough, he would have permitted the defendant to access the interior of the said premises. From the conduct of the plaintiff his oblique and sinister motive becomes obvious and apparent.

3.4. The defendant submits that he had spent an amount of Rs.10,765/- towards painting materials, an amount of Rs.9,210 towards geyser and electrical bulbs and further, and amount of Rs.1,650/- towards sink. Besides the aforesaid, the defendant has paid an amount of Rs.27,200/- towards Labour charges for painting, full acid floor wash and cleaning the house. Apart from the aforesaid, the defendant has spent an amount of Rs.8,000/- towards the plumbing materials and labour charges. The plaintiff has not paid rent of Rs.13,000/- for the month of July 2022 in all amounting to Rs.69,825/- and further states that as per the understanding the plaintiff has to complete a full tenure of 11 months from 01.11.2021.

3.5. The defendant is prepared to pay back the balance amount if any after deduction of the said amount of Rs.69,825/- for the damage caused by the plaintiff and the rent for the remaining period, on receipt of door keys of the premises and after inspection of the same. There is no prima facie case and the cause of action given are false and the case of the plaintiff is without any equities whatsoever and is filled with all the ingredients that make it an abuse of the process of this Honourable Court. The Court fee paid is incorrect. The defendant therefore prays that this Honourable Court may be pleased to dismiss the suit with costs and render justice.

4. **Based on the pleadings and the documents the following Issues were framed,**

1	Whether the plaintiff is entitled to the suit claim as prayed for?
2	Whether the defendant is entitled to deduct the sum of Rs.69,825/- for the claim amount of the plaintiff?
3	To what other relief?

5. The Plaintiff, in order to prove his case, examined himself as PW-1 and marked the Ex.A1 to Ex.A4. On the side of the defendant, examined himself as DW-1 and no documentary evidence were produced.

5.1. Issues No.1: Whether the plaintiff is entitled to the suit claim as prayed for? The case of the plaintiff is that defendant is the owner of the suit premises and he rented out the property to the plaintiff. On the

defendant side, the entering of lease agreement is neither denied nor admitted in para no.4 of the written statement. It is stated that, it is not the lease agreement, but it is only an understanding between the plaintiff and the defendant. On the plaintiff side, the tenancy agreement dated 12.10.2021 have been produced and marked as Ex.A1. Through evidence of PW1 the rental agreement have been produced and marked. In PW1 chief examination, the date of Ex.A1 have been mentioned as 20.10.2021. However, it is noticed that it has been mentioned mistakenly. By way of written statement, it is denied that it could not be admitted as evidence as per the Tamil Nadu Regulations of Rights and Responsibilities of Landlord and Tenant Act 2017. However, this court is of view that since the tenancy is entered for the period of 11 months, the registration of the tenancy agreement is not mandatory. The defendant have not denied the receipt of deposit amount of Rs.1,30,000/- through account transfer. In the averments of the plaint and in the evidence of PW1, it is stated that since the plaintiff was not satisfied about the maintenance of the surroundings of the premises and space for not provided for drying of the cloths, he decided to vacate the premises and as such sent e-mail to the defendant on 15.07.2022. The plaintiff have produced the copy of the e-mail sent to the defendant under Ex.A4. However, the plaintiff have not produced the proof for the receipt of the e-mail by the defendant. As per the terms of the tenancy agreement

either party can revoke the agreement by giving a month's notice. The plaintiff in the averments of the plaint and in the evidence have stated that he moved out of the lease premises on 30.07.2022 and kept the premises under lock and key in order to take left over belongings which were left in the premises. From the averments, it could be assumed that the plaintiff have not handed over the key to the defendant by surrendering the possession. As per the tenancy agreement produced under Ex.A1, the obligation of the tenant have been mentioned as to keep the property in good order and without damage. In such circumstances, when the plaintiff moved out of the premises, he ought to have handed over the premises in good order and without damage to the satisfaction of the defendant. The defendant in his written statement have stated that the plaintiff and the defendant have long acquaintance and association since 1980 as both of them have studied together at Madras Christian College, Chennai. PW1 also during his cross examination have admitted that the defendant was his collage mate. When both parties are having long acquaintance, the plaintiff would have informed the defendant in person and he would have surrendered the premises to the satisfaction of the defendant. However, for the reason best known to each other, the plaintiff have sent e-mail to the defendant by informing the intention of the plaintiff to vacate the premises. It is the case of the plaintiff he moved out of the premises on 30.07.2022 by

sending mail on 15.07.2022. As such this court is of view that the plaintiff have given only 15 days notice and he also not acquired the concurrence of the defendant. PW1 during cross examination have admitted that he has not handed over the key to the defendant and the defendant also not inspected the premises. The relevant portion is asserted as follows;

"வீட்டின் சாவி பிரதிவாதி வசம் ஒப்படைக்கவில்லை என்றால்
ஆமாம். நான் வீட்டை காலி செய்த போது அவர் வீட்டின் நிலைமையை
பார்வையிடவில்லை என்றால் ஆமாம்."

PW1 during cross examination have stated that he has informed about the vacating of the premises through his common friends. The relevant portion is asserted as follows;

"எனக்கும் பிரதிவாதிக்கும் தெரிந்த நபர்கள் மூலமாக தெரியப்படுத்தினேன்.
அவர்கள் பெயர் சொல்லமுடியுமா என்றால் கிஷோர் கிருஷ்ணன் மற்றும்
தேசிங்கு ராஜன்"

However, the plaintiff have not chosen examine the persons namely Kishore Krishnan and Desingurajan. Upon perusal of the above evidence of PW1, this court is of view that if really the plaintiff have informed through his friends, he would have examined the persons. As such this court is of view that the e-mail sent by the plaintiff on 15.07.2022 cannot be construed as a month's notice as mentioned in the tenancy agreement. More over the plaintiff have also not handed over the key to the defendant in person and also not handed over the premises in good condition as termed in the agreement.

In the averment of the plaint and in the evidence of the PW1, it is stated that he requested to deduct the 15 days rent a sum of Rs.6,500/- for the period from 01.08.2022 to 15.08.2022. For which this court is of view that the period would be calculated only from the date of surrendering of the possession. PW1 during cross examination have stated that the defendant have taken the possession by unlocking the key and he also stated that he doesn't know on which date the possession was taken by the defendant. The relevant portion is asserted as follows;

"அவர் வீட்டின் பூட்டை உடைத்து சுவாதீனத்தை எடுத்துக்கொண்டார். எந்த தேதியில் பூட்டை உடைத்து சுவாதீனம் எடுக்கப்பட்டது என்றால் அது எனக்கு தெரியவில்லை."

Upon perusal of the above evidence of PW1, this court is of view that being the collage mate of the defendant, the plaintiff have not complied the terms of the tenancy agreement. As such he could not deduct the rent for 15 days. PW1 in his cross examination have admitted that he has not informed about the date and time of vacating the suit property by way of e-mail. The relevant portion is asserted as follows;

"நான் பிரதிவாதிக்கு அனுப்பியதாக சொல்லும், இமேயில் மற்றும் கடிதத்தில் வீட்டை காலி செய்யும் தேதி மற்றும் நேரத்தை குறிப்பிட்டு அனுப்பினேனா என்றால் இல்லை அவர் வருமாறு சொல்லி அனுப்பினேன்"

By way of written statement and in the evidence of DW1, it is stated that the defendant have spend amount for painting, repair work of geyser and electrical bulbs and spend amount towards the plumbing and labour

charges. The defendant in his written statement have stated that he is prepared to pay back the balance amount of Rs.69,825/- to the plaintiff and deducting the balance amount towards the damage caused by the plaintiff. However, DW1 have not objected for himself for cross examination, in spite of sufficient time given. The defendant have also filed an application in I.A.No.04/2025 to recall the evidence of DW1 for the purpose of cross examination. Considering the period of time taken by the defendant, the conditional order of payment of half of the suit claim have been passed on 08.08.2025. Even though, time has been extended for complying the order, the defendant have not deposited the half of the claim amount into the court and the petition was dismissed on 17.09.2025. If really the defendant have spent amount mentioned in para 11 of the written statement, he would have examined the electricians, plumber and the labours who have carried out the cleaning and maintenance work. Failure of the defendant to subject himself for cross examination and examining the persons, would be taken adverse to him. The defendant not even produced the photographs to establish the damages alleged to be caused by the plaintiff. As such this court is of view that towards the maintenance charges, one month rent could be deducted. As such this court is of view that after deducting the two months rent of Rs.26,000/- the plaintiff is entitled for the remaining amount. Hence this issue is answered partly in favour of the plaintiff.

5.2. Issue No.2: Whether the defendant is entitled to deduct the sum of Rs.69,825/- for the claim amount of the plaintiff? As per the discussion of issue no.1, it is partly answered in favour the plaintiff and the defendant have not established the damages by subjecting himself to cross examination and by examining the electricians, plumber and the labours who have carried out the cleaning and maintenance work. More over the defendant have not filed the written statement by way of set off by remitting the court fee towards his claim. As per the discussion for issue no.1, it is answered that the plaintiff is entitled for the deposit amount after deducting two months rent of Rs.26,000/-. Hence this issue is answered partly against the defendant and partly in favour of him.

5.3. Issue No.3: To what other relief? Considering the facts and circumstances, this court is of view that due to mis-communication, the parties would have arrived into the litigation. Considering the long acquaintance between the both parties and there is lapses on both parties, this court is of view that both parties could be ordered to bear their respective costs.

In the result, this suit is partly decreed in favour of the plaintiff by directing the defendant to pay a sum of Rs.1,04,000/- (Rupees One Lakh Four Thousand) with subsequent interest at the rate of 9% p.a. from the date of suit till the date of decree and with interest at the rate of 6% p.a.

from the date of decree till the date of realization. Time for payment two months.

Dictated to Steno-Typist, typed by her in computer, corrected and pronounced by me in open court, on this the 25th day of October 2025.

Sub Judge,
Coonoor.

I. Plaintiff's Side Witnesses:

PW1 - Thiru. Sree Kumar Nair (Plaintiff)

II. Plaintiff's Side Exhibits:

Ex-A1	12.10.2021	Tenancy Agreement	Original
Ex-A2	13.08.2022	Legal Notice issued by Plaintiff	Office Copy
Ex-A3	24.08.2022	Reply Notice issued by Defendant	Office Copy
Ex-A4	21.06.2023	Gmail Downloaded Certificate	Online Copy

III. Defendant's Side Witnesses:

DW1 - Thiru. K.Devaraj (Defendant)

IV. Defendant's Side Exhibits: - Nil -

Sub Judge,
Coonoor.

Fair Judgment