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**TITLE SHEET FOR JUDGMENTS IN ORIGINAL
SUITS**
**IN THE COURT OF THE PRINCIPAL DISTRICT AND
SESSIONS JUDGE AT MYSURU**

Dated this the 7th day of July, 2026

PRESENT

Smt. Usharani, B.A.(Law) LL.B.,
Prl. District & Sessions Judge,
Mysuru.

Com.O.S./299/2024

Plaintiff:

**M/s. Raaya Properties and
Constructions.**

Represented by its Proprietor, Mr.
Vasanth Kumar, aged about 41
years, Present Office: No.24, 1st
Main, Bhima Ashvini Layout, Phase-
I, Near Shreenagar-Mandakalli,
Mysuru-08.

Previously at No.182/1, K-17/A, 1st
Floor, Ramavilas Road, K.R.
Mohalla, Mysuru.

Previously at No.CH-53/1, 1st Floor,
1st Main Road, 5th Cross,
Saraswathipuram, Mysuru-09.

(By Sri. H.S. Mahadevaswamy, Advocate)

Vs.**Defendant:****Mr. Sandeep Muthappa,**

S/o. Mr. Muthappa, No.847, Savi
 Nilaya, 9th Cross, Near Roopa
 Bhandar Shop, Roopa Nagar,
 Bogadi, Mysuru.

(Exparte)*******

Nature of the Suit	:	Money Suit		
Date of filing of the Suit	:	26.10.2024		
Date of pronouncing of Judgment	:	07.07.2026		
Duration of Suit	:	Year/s	Month/s	Day/s
		01	08	11

*********(Usharani)**

Prl. District & Sessions Judge,
 Mysuru.

JUDGMENT

This suit has been filed by the plaintiff, M/s. Raaya Properties and Construction's, against the defendant, for recovery of Rs.12,69,127/- with interest at the rate of 18% per annum from November 2023 and also for costs.

2. The brief averments of the plaint are as under:-

The plaintiff is a registered contractor carrying on business under the name and style of M/s. Raaya Properties and Constructions. Since defendant has approached the plaintiff in the month of August 2022 to construct the residential building in Site No.847, 9th Cross, Roopa Nagar, Bogadi, Mysuru, both have entered into Contract Agreement for Construction dated 17.08.2022 (herein after referred to as Agreement). Initially, the total contract value was fixed at Rs.1,00,75,000/-, which was later reduced to Rs.91,00,000/- due to reduction of built up area by approximately 400 sqft. The plaintiff has also made additional work entrusted by the defendant and hence, he has to pay additional work charges. After completion of the work though payment towards additional work was not made to the plaintiff, he has handed over possession of building to the defendant in the month of November 2023. The defendant has conducted House Warming Ceremony on 28.11.2023 and has occupied the said building. In total, defendant is due of Rs.12,69,127/- with interest at the rate of 18% per annum as on date. When plaintiff has demanded the aforesaid amount, defendant has avoided him

and thereby he has violated the terms and conditions of the agreement. As per Clause 9 of the agreement, till the completion of 12 months from the date of construction, plaintiff has to maintain the building and if any defect/issues, he attend the same without cost and same shall be given in writing to him by the defendant. As per Clause 10, defendant has to take NOC from the plaintiff by settling the final payment. The defendant has not raised any issues regarding construction work and before or after filing a P.Mis. Petition No.410/2014 dated 27.08.2024 before the ADR at Mysuru. Instead of clearing the dues, the defendant has issued registered post on 20.09.2024 stating that there are various work which are pending and he has made an excess payment of Rs.18,11,785/-. Plaintiff had issued legal notice on 25.04.2024 demanding payment. But instead of paying amount, defendant has given reply on 16.05.2024. Therefore, without any alternative, plaintiff has filed this suit for recovery of money.

3. In spite of issuance of notice through paper publication, the defendant has remained absent and hence, he was placed exparte. Then matter was posted for evidence.

4. The points that arise for my consideration are as follows:

- 1) **Whether plaintiff proves that as per the Contract Agreement for Construction dated 17.08.2022 entered into between him and the defendant, he has constructed residential building in Site No.847, 9th Cross, Roopa Nagar, Bogadi, Mysuru and the total contract value was fixed at Rs.1,00,75,000/-, which was later reduced to Rs.91,00,000/- as per mutual consent?**
- 2) **Whether plaintiff further proves that, defendant is liable to pay additional work charges of Rs.12,69,127/- with interest at the rate of 18% per annum from November 2023?**
- 3) **What order and decree?**

5. The plaintiff has examined its proprietor as P.W.1 and got marked Ex.P.1 to P.13.

6. Advocate for plaintiff has submitted written arguments.

7. My findings on the above points are as follows:

- | | |
|------------|---|
| Point No.1 | :: Partly Affirmative, |
| Point No.2 | :: In the Negative, |
| Point No.3 | :: As per final order
for the following: |

REASONS

8. **Points No.1 and 2:-** These points are taken up together in order to avoid repetition of facts and question of law.

9. Case of plaintiff is that, since defendant has approached the plaintiff in the month of August 2022, to construct the residential building in Site No.847, 9th Cross, Roopa Nagar, Bogadi, Mysuru, both have entered into Contract Agreement for Construction on 17.08.2022. As per mutual consent, the total contract value was fixed at Rs.91,00,000/-. After completion of construction work, plaintiff has handed over possession of building in November 2023. The plaintiff has also made additional work entrusted by the defendant and hence, he has to pay additional work charges of Rs.12,69,127/-. When plaintiff has started demanding the aforesaid amount, defendant has avoided him and has sent letter on 20.09.2024 stating that there are various work which are pending and he has made an excess payment of Rs.18,11,785/-. Hence, plaintiff has issued legal notice on 25.04.2024 demanding payment. But instead of paying amount, defendant has given reply on 16.05.2024.

10. In order to corroborate the case of plaintiff, its proprietor has reiterated plaint averments in his chief affidavit and got marked the documents at Ex.P.1 to P.13. The Contract Agreement for Construction, i.e., the Ex.P.1 was entered into between plaintiff and defendant on 17.08.2022 to make a construction in site No. 847, 9th Cross, Roopa Nagar, Bogadi, Mysuru and cost of construction of building was fixed as Rs.1,00,75,000/-.

11. According to plaintiff, initially, the total contract value was fixed at Rs.1,00,75,000/-, which was later reduced to Rs.91,00,000/- as per mutual consent due to reduction of built up area by approximately 400 sqft. The plaintiff has also made additional work entrusted by the defendant and hence, he has to pay additional work charges. After completion of the work though payment towards additional work was not made to the plaintiff, he has handed over the possession, but in this regard no document has been produced before the Court. Though plaintiff has given legal notice Ex.P.2 stating above said facts, defendant in his reply Ex.P.5 denied the same. Further defendant has also denied avoiding to receive his phone calls and not made payment as agreed. Further he has denied liability to pay

additional amount of Rs.12,69,127/-. According to defendant, he has paid extra amount of Rs.18,11,785/- and hence plaintiff is liable to repay the same with interest at the rate of 24% per annum from November 2023 till date. No doubt, defendant has not appeared before the Court, but plaintiff has to establish that he has carried out additional work worth Rs.12,69,127/-.

12. It is pertinent to note here that, plaintiff has produced letter Ex.P.6 dated 20.09.2024 said to have been issued by defendant to him stating that, as per defects liability period clause 9 in the agreement, notifying the defects, leakages, shrinkage or any other faults are identified by him and asked the plaintiff to go for permanent solution instead of temporary one. Further it is stated in the letter that, defendant has sent steps for permanent solution on 18.01.2024. Defendant also asked to send the estimated cost and time needed for implementing the said permanent solution. It is stated that in this regard multiple conversations were held. Since he had received legal notice in the month of April 2024, explicitly indicating the decision not to address any defects, he had fixed the defects at his expenses. The expenses incurred by him is Rs.4,69,950/- and estimated amount to attend the remaining

work is Rs.4,14,150/-. It is also stated that, in total Rs.1,08,70,185/- is paid towards total cost of construction. Total cost of construction is Rs.90,58,400/- and hence, plaintiff is liable to pay Rs.18,11,785/- and also Rs.8,84,100/- towards expenses for defects fixed.

13. It is pertinent to reproduce Clause 9 of the agreement, which is as follows:-

“9. DEFECTS LIABILITY PERIOD:

Any defects, leakages, shrinkage or any other faults which may appear within Twelve Calender months from the date of completion of the work, shall upon the direction in writing of the owner and within such reasonable time as shall be specified therein be rectified and made good by the contractor at his own cost. In case of default on the part of the contractor to rectify and make good the defects within the time specified by the Owner”.

14. As per Ex.P.6 the document produced by the plaintiff himself, defendant has brought to his notice about the defects in the construction and the problems faced by him and also called him to pay amount of Rs.18,11,785/- over paid by him and also Rs. 8,84,100/- towards expenses for defects fixed.

15. It is pertinent note here that, with regard to additional work carried-out by the plaintiff no document has been produced to show that there was agreement between the parties. The only document produced by the plaintiff in this regard is Ex.P.7 copy of bill with respect to extra work executed at #847, Roopa Nagar site. In this regard plaintiff has issued notice, the copy of the same is Ex.P.2, for which defendant has given reply Ex.P.5 on 16.05.2024 denying the contention of plaintiff that, he is due of Rs.12,69,127/- to the plaintiff and liable to pay the same with interest at the rate of 18% p.a. It is also stated that it is the plaintiff, who is liable to pay Rs.18,11,785/- along with interest at the rate of 24% p.a. from November 2023 along with estimated cost of Rs.8,84,100/- for all the pending works.

16. Hence, there is nothing on record to show that additional work worth Rs.12,69,127/- carried out by the plaintiff as agreed between them and defendant is due of the same to him. Hence, plaintiff has proved that as per the Contract Agreement for Construction dated 17.08.2022 entered into between him and the defendant, he has constructed residential building and the total contract value was fixed at

Rs.1,00,75,000/- and plaintiff has failed to establish that total contract value was later reduced to Rs.91,00,000/- as per mutual consent and defendant is liable to pay additional work charges of Rs.12,69,127/- with interest at the rate of 18% per annum from November 2023. Therefore, Point No.1 has been answered **partly in the affirmative** and point No.2 has been answered in the **negative**.

17. Point No.3:- In view of the discussion made supra, proceed to pass the following:

ORDER

Suit of the plaintiff is dismissed.

No order as to cost.

Draw decree accordingly.

(Dictated to the stenographer Gr-III; transcript thereof corrected and then pronounced by me in the Open Court, on this the **7th day of July, 2026**)

(Usharani)

Prl. District & Sessions Judge,
Mysuru.

: ANNEXURE :

1) **Witnesses examined on behalf of plaintiff:**

P.W.1 :: Vasanth Kumar

2) **Documents exhibited on behalf of plaintiff:**

Ex.P.1	::	Contract Agreement for Construction dated 17.08.2022
Ex.P.2	::	Copy of legal notice
Ex.P.3	::	Postal Receipt
Ex.P.4	::	Postal acknowledgment
Ex.P.5	::	Reply by defendant
Ex.P.6	::	Letter dated 20.09.2024
Ex.P.7	::	Copy of bill
Ex.P.8	::	Online copy of gift deed
Ex.P.9	::	Encumbrance certificate
Ex.P.10	::	Registration certificate
Ex.P.11	::	Form No.4
Ex.P.12	::	PIMS
Ex.P.13	::	Paper publication

3) **Witnesses examined on behalf of defendant:**

NIL

4) **Documents exhibited on behalf of defendant:**

NIL

**Prl. District & Sessions Judge,
Mysuru.**