

IN THE COURT OF THE MUNSIFF, ETTUMANOOR

Present: Miss. Annu Mary Jose., Munsiff

Monday, the 23rd day of March, 2026

2nd day of Chaithra, 1948

OS. No. 231/2023

Plaintiff:

Vettoor Construction Engineers (P) Ltd,
T. B. Road, Kottayam Village, Kottayam Taluk,
Kottayam District, Represented by its
Managing Director, Dr. Vivish Thomas, aged 52,
S/o. V. C. Thomas, Vettoor House,
Muttambalam P.O., Muttambalam Village,
Kottayam Taluk, Kottayam District.

By Adv. Bobby John K.A. & Adv. Reesamma Jacob,
Adv. Amala Ann Varghese, Adv. Anusree P.A. and
Adv. Asha Antony.

Defendant:

P. A. Joseph, aged 60, S/o. Abraham,
Puthiyidathu House, Pattithanam P.O.,
Kanakkari Village, Meenachil Taluk,
Kottayam District.

Adv. P. S. James & Adv. Rahna Hameed P.A.

This Suit has come up for hearing on 21.03.2026 and the court on 23.03.2026 delivered the following:-

J U D G M E N T

Suit is for realization of money. Counter-claim is for realization of money and compensation.

2. The plaint averments in brief are as follows: -

The plaintiff's is a company registered under the Companies Act, and it is represented by its Managing Director. The defendant is the owner of the building bearing no.269 in ward no.VI of Kanakkari Panchayat. The plaintiff and the defendant entered into a lease agreement on 01.08.2021 for a period of 11 months. The photocopy of the agreement was handed over to the plaintiff. The defendant had received Rs.50,000/- as security from the plaintiff on 01.08.2021. The monthly rent was fixed as Rs.25,000/- and the plaintiff vacated the premises in March 2023. The plaintiff had paid the entire monthly rent up to March 2023. The defendant did not return the security deposit even though the plaintiff demanded the amount several times. Hence the suit.

3. The defendant filed written statement and counter-claim contending as follows: - The suit is not maintainable. The averment that the plaintiff and defendant had entered into lease agreement is true. An amount of Rs. 2,50,500/- is due from the plaintiff as rent arrears. The plaintiff had caused damage to the building. Hence plaintiff is also liable to pay Rs.1,90,000/- as compensation. More employees were accommodated in the building. The plaintiff had constructed a temporary tent to accommodate more employees and the plaintiff had made request to the defendant on 01.01.2021 for the same. The plaintiff agreed to pay an additional amount of Rs.15,000/- for the same. The plaintiff agreed to extend the period of agreement till August 2023. The employees of the plaintiff resided in the building till August, 2023. There is no cause of action for the suit. The plaintiff had not vacated the building and handed over the building. Hence it is prayed to dismiss the suit.

4. The defendant/counter-claim plaintiff filed with counter-claim contending as follows: - The counter-claim plaintiff and the counter-claim defendant had entered into a

lease agreement on 01.08.2021 for 11 months and an amount of Rs.25,000/- was fixed as monthly rent. The counter-claim defendant had given Rs.50,000/- as a security deposit. The counter-claim defendant had constructed a temporary tenant to accommodate more employees and he had requested the counter-claim plaintiff for the same. The monthly rent was enhanced to Rs.40,000/- as per oral agreement. Even though the counter-claim plaintiff had resided in the building and tent till August 2023, they had not paid the rent after March 2023. The key of the building was not handed over to the counter-claim plaintiff. The counter-claim defendant caused damage to the electric sanitary equipment and other articles. An amount of Rs.2,50,500/- is due from the counter-claim defendant as rent arrears and an amount of Rs.1,90,000/- is to be paid by the counter-claim defendant towards damage. Hence, it is prayed to allow the counter-claim.

5. The counter-claim defendant filed written statement to counter-claim contending as follows:- The counter-claim is not maintainable. No amount is due to the counter-claim plaintiff as rent arrears from the counter-claim defendant. The counter-claim defendant is not liable to pay

Rs.1,90,000/- as compensation. He had not caused any damage to the building. The counter-claim defendant had not accommodated more employees in the building and no temporary tenant was constructed by the counter-claim defendant. There was no novation of contract between the counter-claim plaintiff and counter-claim defendant. The employees of the counter-claim defendant resided in the building till March 2023. They vacated the premises in the March 2023 and handed over the vacant possession of the building in March 2023. This counter-claim is filed as an experiment to avoid the repayment of the security deposit. The counter-claim plaintiff is not entitled to get any relief as prayed for. Hence it is prayed to dismiss the counter-claim.

6. The following issues were framed for trial:

1. Whether the Managing Director is competent to represent the plaintiff company?
2. Whether the plaintiff is entitled to realize plaint amount from the defendant?
3. Whether an amount of Rs.2,50,500/- is due from the counter-claim defendant as rent arrears?

4. Is the counter-claim plaintiff entitled to realize Rs.2,50,500/- from the counter-claim defendant?
5. Is the counter-claim defendant caused damage to building, electric and sanitary equipment of counter-claim plaintiff?
6. Whether the counter-claim plaintiff is entitled to realize Rs.1,90,000/- as damages?
7. Reliefs and costs?

7. From the side of the plaintiff, PW1 was examined and Ext.A1 to A9 were marked. No evidence was adduced from the side of the defendant.

8. Heard both sides. Perused the records.

9. **Issue no.1:-** It is the case of the defendant that the Managing Director is not competent to represent the plaintiff's company and hence the suit is not maintainable. The Managing Director of the plaintiff was examined as PW1. Ext.A1 is the certificate of incorporation of the company. Ext.A2 is the Memorandum and Articles of Association. Ext.A3 resolution would show that PW1 was authorized to represent the plaintiff

company before the court and produce the documents. This would show that the Managing Director is competent to represent the plaintiff company. The defendant has not disputed Ext.A1 to A3. Thus, issue no.1 is found accordingly.

10. Issue no.2: - It is contended by the plaintiff that the plaintiff and the defendant had entered into a lease agreement on 01.08.2021 for a period of 11 months. It is also contended that Rs.50,000/- was received by the defendant as a security deposit and the amount was not returned by the defendant even though the employees of the plaintiff had vacated the building in March 2023. Ext.A4 is the copy of the lease agreement. It was marked subject to objection that photo copy was produced. It is clearly pleaded in the plaint that the original of Ext.A4 is with the defendant and a copy of the agreement was only handed over to the plaintiff. The same is reiterated in the proof affidavit of PW1 also. So, the plaintiff had clearly stated the grounds for accepting the secondary evidence of the original lease agreement. Hence, Ext.A4 is admissible.

11. A perusal of Ext.A4 would show that the defendant had received Rs.50,000/- as a security deposit. It is also pertinent to note that the defendant has admitted that he had received Rs.50,000/- as security deposit. The case of the defendant is that an amount of Rs.2,50,500/- is due from the plaintiff as rent arrears. The plaintiff caused damage to the building and the equipment therein and he is liable to pay Rs.1,90,000/- as compensation. It is contended by the defendant that since an amount of Rs.4,40,500/- is due from the plaintiff, the defendant is not liable to return the security deposit of Rs.50,000/-. It is also contended by the defendant that the plaintiff had not paid the rent after March, 2024. A reading of evidence of PW1 would show that no amount is due to the defendant as rent arrears and more employees were not accommodated in the building. He categorically deposed that the employees had resided in the building till March 2023 and thereafter they had vacated the building and handed over the key. The evidence of PW1 would show that nothing was brought out in the cross examination so as to discard his evidence. Even though the defendant stated that an amount of Rs.2,50,500/- is due as rent arrears, there is nothing on record to show the

same. Ext.A5 and A6 are the copies of lawyer's notices issued by the defendant contending that the plaintiff is liable to pay an amount of Rs.1,90,000/- as compensation and Rs.2,50,000/- as rent arrears. It is pertinent to note that apart from Ext.A5 and A6, the defendant did not adduce any evidence to prove the above contentions. It is also significant to note that Ext.A5 and Ext.A6 were issued to the plaintiff after the institution of the suit. The defendant had not taken out a commission to show that the plaintiff caused damage to the schedule building. Ext.A7 is the reply notice issued by the plaintiff to the defendant. It is contended in Ext.A7 that the defendant had not returned the security deposit, and he did not commit any default on the payment of rent. Ext.A8 is postal receipt and Ext.A9 is the acknowledgment card. It is already observed that there is nothing on record to discard the evidence of PW1. It is also pertinent to note that even though the defendant filed counter-claim for realization of rent arrears and compensation, the counter-claim was rejected for nonpayment of the balance court fee. It is already observed that the defendant admitted that he had received Rs.50,000/- as a security deposit and Ext.A5 and A6 would show that amount was not returned by the

defendant. Hence the plaintiff is entitled to realize the plaintiff amount.

12. Issue nos.3 to 6: - The counter claim was rejected for nonpayment of balance court fee. Hence, these issues do not arise for consideration. Thus, issue nos. 3 to 6 are found accordingly.

13. Issue no.7: - In the light of discussion on issue nos. 1 and 2, the suit is to be decreed. The plaintiff claimed interest at the rate of 12% per annum from 1.12.2023 till the date of realization. The interest claimed is exorbitant. Considering the facts of the case, interest at the rate of 12% per annum from the date of suit till the date of decree and thereafter interest at the rate of 6% per annum till the date of realization will serve the ends of justice. The normal rule is that costs shall follow the event. I find no reason to deviate from the rule. Thus, issue no. 7 is found accordingly.

14. In the result, the suit is decreed as follows:

1. The plaintiff is allowed to realize an amount of Rs.54,010/-(Rupees Fifty Four Thousand and Ten Only) with interest at the rate of 12% per annum from the

date of suit till the date of decree on the principal amount of Rs.50,000/- (Rupees fifty thousand only) and thereafter interest at the rate of 6% per annum till the date of realization from the defendant and his assets.

2. The plaintiff is allowed to realize the costs of the suit from the defendant and his assets.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced in open Court on this the 23rd day of March, 2026).

**Sd/-
Annu Mary Jose
Munsiff**

APPENDIX

Exhibits marked for the Plaintiff:

A1	07.08.1991	Certificate of incorporation.
A2	07.08.1991	Memorandum And Articles of Association.
A3	12.12.2023	Minutes of the meeting of the Board of Directors.
A4	01.08.2021	Copy of Lease Agreement executed between the plaintiff and the defendant.
A5	10.09.2024	Lawyer's notice.
A6	18.09.2024	Lawyer's notice.

A7 30.10.2024 Reply notice.

A8 30.10.2024 Postal receipt.

A9 01.11.2024 A/D Card.

Exhibits marked for the Defendant : Nil

Third Party Exhibits : Nil

Court Exhibits : Nil

Witness examined for the Plaintiff:

PW1 11.02.2026 Dr. Vivish Thomas.

Witness examined for the Defendant : Nil

Court Witness : Nil

Copied by :

Compared by :

**Sd/-
Annu Mary Jose
Munsiff**