

IN THE COURT OF THE MUNSIFF, WADAKKANCHERY

Present:- Sri. Anirudhan T.K, Munsiff

Wednesday, the 29th day of June, 2022 /08th Ashada 1944 SE.

O.S. 1257/14

Plaintiff:-

Subhash Achari, aged 51 yrs, S/o Perumal Achari,
Kathana House, Chovoor village, Poochunnipadom
Desom, Thrissur Dist.

By Adv. Sri. Sylvester Raphael.

Defendant:-

Santhosh, aged 35 yrs, S/o Cheriparambil Soman Nair,
Kottappuram Village, Attathara Desom, Erumappetty P.O,
Talappilly Taluk, Thrissur Dist.

Exparte.

This suit is coming on this day for hearing, the court delivered the following:

JUDGMENT

Suit is for realisation of money.

2. The plaintiff's case, to summarise is as follows :

The plaintiff and defendant were friends and defendant purchased the plaint schedule property from the plaintiff. After purchasing the land the defendant had an agreement on 13-06-2013 with the plaintiff for construction of a terraced house in the plaint schedule property, having 6.790 cents in survey no.1031/P of Kotapuram Village. It was agreed that the plaintiff would construct a house having an area of 1103 sq.ft. at the rate of Rs.1400/- per sq.ft. within six months from the date of agreement. The defendant agreed to pay the amount as per the schedule shown in the agreement. The payments were to be made from time to time and the plaintiff started the construction as per the specifications made in the agreement by using quality materials. When

the construction was progressed the defendant failed to make payments as per the schedule in the agreement. But, even then the plaintiff completed the construction within the time specified in the agreement. While settling the account it was seen that an amount of Rs.1,45,000/- (Rupees One lakhs forty five thousand only) was due from the defendant to the plaintiff. The plaintiff handed over the completed and finished house to the defendant, even after two weeks the defendant failed to pay the balance. Therefore, the plaintiff issued a lawyer notice but the same was returned unserved. The defendant evaded the payment, therefore, the suit is filed.

3. The defendant filed written statement denying the contentions but during the trial the learned counsel for the defendant submitted no instruction from the defendant and a notice also was sent to the defendant personally from the court and he was called absent then set ex-parte.

4. The plaintiff was examined as PW1. Ext.A1 to A5 were marked and Ext.C1 and C2 also marked. Ext.A1 is the agreement executed between the plaintiff and defendant, Ext.A2 is the copy of lawyer notice dated 31-12-2013 Ext.A3 is the unserved notice and Ext.A4 is the notice issued by defendant to plaintiff. Ext.A5 is the copy of reply notice to defendant. Ext.C1 and C2 are the commission reports. The evidence adduced by the plaintiff stands unchallenged and there was no reason to disbelieve the evidence adduced by the plaintiff. Therefore, the plaintiff is entitled for a decree as prayed.

In the result, the suit is decreed as follows :

The plaintiff is entitled to recover an amount of Rs.1,60,950/- (Rupees One Lakhs sixty thousand nine hundred and fifty only) with 12% interest per annum from the date of suit till the date of decree and thereafter at the rate of 6% till realisation, from the defendants jointly and severally and also from their assets.

The plaintiff is also entitled for the costs of the suit from the defendants.

(Dictated to confidential assistant, transcribed by her, corrected and pronounced by me in the open court on this the 29th day of June, 2022)

Anirudhan.T.K
Munsiff .

APPENDIX:

Plaintiffs Exhibits:-

- A1: Agreement between Plaintiff and Defendant.
A2: 31-12-13 Copy of lawyer notice.
A3: Unserved notice.
A4: Notice
A5: Reply notice.

Plaintiffs witness:-

PW1: 24-06-22 Subhash.K.P

Court Exhibits:-

- C1: Commission Report
C2: Commission Report.

Munsiff