

IN THE COURT OF THE SUB JUDGE, NEDUMANGAD
PRESENT : SMT. T. R. REENADAS, L.L.M., SUB JUDGE
Thursday 05th day of March 2020/15th Phalguna 1941.

O.S.No. 21/2018.

PLAINTIFF:-

Mohanan, S/o Vasudevan, aged 65, House No. 48,
M. C. Nagar, Vazhayila, Peroorkkada Village.

By Adv. Sri. N. T. Selvi

DEFENDANT:-

Komala Devi, D/o Rajamma, aged 65,
Krishnan Mangalam Veedu, Kovalam,
Thozhichal Desam, Thiruvallam Village.

By Adv. No Representation

This suit coming on for final hearing on the 03rd day of March 2020 and having stood over for consideration to 05..03..2020 the court delivered the following.

J U D G M E N T

1. The suit is for realisation of money.

2. The averments in the plaint can be summarized as follows:- The defendant is one of the close relatives of the wife of plaintiff. On 31.03.2015 the plaintiff and defendant entered into an agreement to lease out the property of the defendant for 5 years for agricultural purpose and for conducting poultry business comprised in Re survey 378/9, 379/4 of 62 Ares 10 sq.feet in Uzhamalackal village. As a result the plaintiff had constructed shed, office, store room and accommodation for workers etc in

the property and spent Rs.14,85,000/-. Further he also constructed barbed fences covering the property and put a gate to avoid theft of coconuts from the property. They agreed to adjust the amount spent Rs.1,39,240/- by deducting from the amount of lease profit Rs.5,000/- per month. It is stated that the plaintiff had given Rs.30,000/- as advance for 6 months. On 14.10.2016 at 10 a m defendant along with some relatives came to the property and threatened the workers and demanded the keys of the gate and shed. The defendant had locked the gate with another lock and forcibly taken the keys from the workers and disconnected power supply. After that the plaintiff could not conduct poultry business in the farm. It is stated that the plaintiff had spent Rs.15,00,000/- as 1st part for the farm business in the property such as developing into a poultry farm which is convenient for 25 thousands chicks to accommodate at a time, office, store room, permit, upper tank facilities for water etc. The defendant had obstructed the plaintiff when he planned to start his 2nd phase of business. It is stated that the plaintiff could not conduct poultry business in the farm after 14.10.2016 and the chickens in the farm died because of lack of electricity, water and proper care. Plaintiff seeks compensation from the defendant on account of the loss incurred by him due to the death of the hens as meat price as Rs.6,00,000/-, loss of computer in the office as Rs.24,000/-, digital balance for Rs.5,496/- small digital balance for Rs.3,860/-, bulbs for Rs.1050/-, drilling machine including tools for Rs.22,000/- and other utnesils for

Rs.28,000/-. Further the items taken away by the defendants and her men for Rs.84,000/-. It is stated that the plaintiff had approached Hon'ble High court for reconnection of power supply and he had spent Rs.25,000/- for that. But he could not conduct the business between 14.10.2016 and 27.07.2017 and sustained a loss of Rs.9, 75,000/-. He had given Rs.90,000/- to the security of the farm during these periods as Rs10,000/- per moth. The terms and conditions of the agreement was not complied by the defendant. The plaintiff claims Rs.17,74,400/- from the defendant and from her assets. Plaintiff had sent an advocate notice to the defendant on 29.06.2018 but she had not received the notice. It is stated that the defendant had filed affidavit in O.S. 818/2016 in Additional Munsiff Court with the same address stated in the notice. Hence the suit is filed for realisation of money with interest.

3. Defendant failed to appear before court and she remained exparte.

4. The plaintiff filed proof affidavit and Exts.A1 to A8 were marked.

5. Heard the learned counsel for the plaintiff.

6. The suit is one for realisation of money. According to the plaintiff, as per Ext.A1 lease agreement dated 31.03.2015 defendant had given the property to the plaintiff for conducting poultry business for 5 years. Ext.A2 is the order of the Honble High Court in WPC 23813/17 dated 19.07.2107 in which the Hon'ble Court ordered for reconnection of electricity. Ext.A3 is

the copy of Advocate Notice dated 29.06.2018 for demanding compensation from the defendant , Ext. A4 is the postal receipt, A5 is the unclaimed notice, Ext.A6 is the copy of the affidavit filed by the defendant in O.S 818/2016 before Addl Munsiffs Court, Ext.A7 and A7 (a) are commission report and plan filed by Adv. Anjana in the above case. Ext.A8 and A8(a) are the report and rough plan filed by the Commissioner Advocate followed by the prosecution case. ExtA9 series are the electricity bills (4 in no. s) of the poultry farm.

7. The relief sought for an amount of Rs.17,74,406/- with interest. By adducing evidence the plaintiff has proved his case. No contra evidence is available. Hence the plaintiff is entitled to get a decree.

In the result suit decreed as follows:-

1. Plaintiff is entitled to realise Rs.17,74,406/- (Rupees seventeen lakhs seventy four thousand four hundred and six only) from the defendant and from her assets.
2. Plaintiff is entitled to realise costs of the suit from defendant and from his assets.
3. I.A 391/18 allowed. The property comprised in Re survey 379/4, 379/6, 379/9 of 62 Ares 10 sq.feet in Uzhamalkkal village is hereby attached. Inform SRO and V.O concerned.

Dictated to the Confidential Asst., transcribed and typed by her,

Corrected and pronounced by me in open court on this the 5th March, 2020.

**REENADAS.T.R
SUBORDINATE JUDGE**

APPENDIX:- NIL

Exhibits for Plaintiffs:-

A1. Dated	31..03..2015	Lease Agreement Copy.
A2. dated	19..07..2017	High Court Order.
A3. Dated	29..06..2018	Advocate Notice.
A4. Dated	29..06..2018	Postal Receipt.
A5. dated	30..06..2018	Unclaimed Notice
A6. dated	09..07..2018	Copy of Affidavit.
A7. dated	19..11..2016	Commission Report.
A7(a)dated	19..11..2016	Plan.
A8. Dated	14..06..2016	Commission Report.
A8(a)dated	14..06..2016	Plan.
A9 dated	27..07..2015	Electricity Bill Copy(4in numbers)

Exhibits for Defendants:- NIL

Witness for Plaintiff:-

PW1. Dated 28..02..2020 V. Mohanan.

SUBORDINATE JUDGE.

**Typed by: D.S.
Comp. By:**

Copy of Judgment in
O. S. No.21/2018
Dated: 05-03-2020.