

IN THE COURT OF DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE, PALLAVARAM

PRESENT: Thiru.C.P.MULLAI VANAN, B.A.B.L.(Hon's).,
District Munsif cum Judicial Magistrate, Pallavaram

Monday, 01st day of June 2026

OS No: 47/2022

CNR.No:TNCG10-000420-2022

Olympia Grande Apartment Owners

Welfare Association

Rep.by its Treasurer Mr.R.S. Sakthivel

... Plaintiff

... Vs ...

Ramahdevi

... Defendant

This suit came up for final hearing on 02.12.2025 in the presence of advocate M/s.M.V. Seshachari, counsel appearing for Plaintiff, and defendant is called absent set exparte on 12.10.2022 for non filing written statement. Upon perusing the entire case records, on hearing plaintiffs side arguments and having stood over for consideration till this date, this court delivers the following:-

JUDGMENT

1) Suit filed by the plaintiff seeking for the relief of directing the defendant to pay a sum of Rs.91,228/- together with interest at the rate of 18% per annum on Rs.73.885/- from the date of plaint till the date of realization and directing the defendant to pay a sum of Rs.2,198/-p.m. together with interest at the rate of 18% per annum towards future maintenance for every month from the date of plaint till re mine in possession of defendant in the suit property and for costs.

2) BRIEF AVERMENTS OF THE PLAINT IS AS FOLLOWS:-

2.1) The plaintiffs stated that the plaintiff is a registered welfare association of Olympia Grande Colony which consist of 745 apartments/dwelling units 043. The Plaintiff association is looking after the maintenance of entire spread over 16 towers situated at No.328, GST Road, Pallavaram, Chennai-600 apartment complex from July 2017 onwards.

2.2) The Plaintiff further states that maintenance services provided by the Plaintiff is inclusive of taking care of security arrangements, providing water (drinking water is being procured from outside), common electricity charges, removal of sewerage, drainage water, up keeping of common areas, AMC charges payable to lift, etc... The Plaintiff association had also employed permanent and contractual staffs for carrying out the aforesaid activities. These facilities are provided/common to all the 745 flats owners and it is not possible for the Plaintiff to eliminate anyone from availing the said services. Further, the monthly maintenance charges are fixed on divide and share basis in which total cost is divided by the number of flat owners and accordingly shared. There is no other agency or association which is looking after maintenance work in the said apartment complex except the Plaintiff association. Therefore, the flat owners, whether they are members of the Plaintiff association or not, whether in occupation or not, they are liable to pay maintenance charges to the Plaintiff association for availing the services provided by the Plaintiff association as per Clause 21 of the Construction Agreement dated 19.10.2016, registered as Doc. No.9000 of 2016, SRO-Pallavaram.

2.3) The plaintiff states that the defendant owns the property morefully described in the schedule hereunder and hereinafter called as suit property,

which is one among apartments in the Olympia Grande. The Defendant purchased the suit property from M/s.Olympia Tech Park (Chennai) Private Limited, represented by its Authorised Signatory Mr.S.Sampath Kumar and M/s.Khivraj Tech Park Private Limited, represented by its Authorised Signatory Mr.S.Sampath Kumar as per registered deed of sale dated 09.12.2016, registered as Doc. No. 10353 of 2016, SRO Pallavaram. The Defendant had also entered into Construction Agreement dated 09.12.2016, registered as Doc.No. 10353 of 2016, SRO Pallavaram with M/s.Olympia Tech Park (Chennai) Private Limited, represented by its Authorised Signatory Mr.S.Sampath Kumar. The defendant had failed and neglected to pay the maintenance charges in respect of the suit property. Inspite of the repeated demands made by the plaintiff, the defendant had not come forward to pay the arrears. The Plaintiff states that maintenance invoices are raised on quarterly the Plaintiff had raised invoice on 31.03.2022 and accordingly, for the period up basis in advance in order to make payment to the various suppliers. Therefore, maintenance charges and a sum of Rs.17.343/- towards interest is due and to 31.03.2022, a sum of Rs.91.228/- (i.e.) sum of Rs.73.885/- towards payable by the defendant. The present monthly maintenance charges payable by the Defendant is Rs.2.198/- (Rupees two thousand one Hundred and Ninety eight only) pm. The Plaintiff is therefore constrained to file the present suit seeking for Rs.91,228/- and also for a direction to the Defendant to pay a sum of Rs.2.198/-p.m towards monthly maintenance from 01.04.2022 onwards as long as the Defendant continues to own the suit property.

2.4) The plaintiff states that the defendant, despite availing all the services from the plaintiff, had failed to pay for the same. Entire water supply is procured from maintenance charges only. As a result of shortage in the

maintenance amount, the plaintiff is facing difficulties in managing the day to day affairs of the Olympia Grande. Hence, the plaintiff is constrained to file the present suit. As per Section 7 of Tamil Nadu Apartment Ownership Act, 1994 also, the defendant is liable to be sued for the suit claim. Hence, this suit.

3) The defendant is called absent set exparte on 12.10.2022 for non filing written statement.

4) Exparte Evidence:

On the side of the plaintiff, the plaintiff Tr.R.S. Sakthivel, was examined as PW1 and marked Exhibits A1 to A5 were marked. On the side of defendant no witnesses were examined and no exhibits were marked.

5) Plaintiff side arguments heard. Records perused.

6) Points For Determination:

(i) Whether the plaintiff is entitled to the reliefs as prayed for ?

7) In this case, the plaintiff R.S. Sakthivel was examined himself as PW1 and deposed to the plaint averments and exhibits Ex.A1 to A5 were marked on the side of the plaintiff. Ex.A1 which is the original Resolution of plaintiff dated 28.10.2018, Ex.A2 which is the original operation and Maintenance invoice dated 16.03.2022, Ex.A3 which is the online certified copy of Sale Dated dated 09.12.2016, Ex.A4 which is the online certified copy of sale deed dated 09.12.2016, Ex.A5 which is the Certificate of Registration of Societies dated 23.11.2016 compared with original.

8) On the perusal of Ex.A1 to Ex.A5 are shows that the plaintiff is the owner welfare association of Olympia Grande apartment and the defendant is one of the owner of the apartment in plaintiff apartment association. Further the plaintiff is maintaining the appartment and levying cost for the common area maintenance and for the appartment common usage area. Further Ex.A4

shows that the defendant herself agreed to rules and regulation of the plaintiff association and Ex.A2 shows that there is outstanding due amount of Rs.91,228 /- is pending for the maintenance amount along with interest at the rate of 18% per annum.

9) In this case the defendant not appeared and not filed written statement for the plaint which shows that the defendant has no objection to the plaintiff's case and the defendant was also not turned up to cross examine the plaintiff side witness in order to disprove the plaintiff case. Since the defendant has not filed any written statement and not cross examined the plaintiff side witness and the defendant has failed to rebut the evidence adduced by the plaintiff side clearly shows that the plaintiff has proved his case.

10) As the defendant in this case was remained *ex parte*, there is no contra pleading to the contention of the plaintiff and the plaintiff has been clearly established his contention as against the defendant stands proved vide testimony of PW1 and Ex.A1 to Ex.A6 and this court hold that the defendant is the defendant liable to pay a sum of Rs.91,228/- to the plaintiff association towards maintenance due amount. From the above discussion, this court comes to the conclusion that the plaintiff has proved the cause of action. In the above circumstances, this court is inclined to grant the relief of as prayed by the plaintiff as against the defendant.

14) In the result, this suit is allowed and decreed as follows:-

a) The defendant is ordered to pay a sum of Rs.91,228/- together with interest at the rate of 18% per annum on Rs.73,885/- from the date of suit to the date of the decree and with further interest at the rate of 6% p.a for the principal amount of Rs.73,885/- from the date of the decree till realization of entire amount and

b) the defendant is ordered to pay a sum of Rs.2,198/-p.m. towards future maintenance for every month from the date of plaint till remine in possession of defendant in the suit property

c) Considering the fact and circumstances of the case the defendant is ordered to pay the cost of the suit to the plaintiff.

Dictated to the Steno-Typist, directly typed by him in computer, corrected and pronounced by me in open Court, this the 01st day of June 2026.

Sd/-Tr.Mullaivanan,
District Munsif cum
Judicial Magistrate
Pallavaram.

I) PLAINTIFFS SIDE WITNESSES:

S.No	Witness No.	Name
1	PW1	Tr.R.S. Sakthivel

II) PLAINTIFFS SIDE EXHIBITS:

S.No.	Exhibit	Date	Documents	Remarks
1.	Ex.A1	28.10.2018	Resolution	Original
2.	Ex.A2	16.03.2022	Operation and Maintenance invoice	Original
3.	Ex.A3	09.12.2016	Registered construction agreement doc.No.10352/2016	online certified copy
4.	Ex.A4	09.12.2016	Registered Sale deed doc.No.10353/2016	online certified copy

5.	Ex.A5	23.11.2016	Certificate of Registration of Societies	Photo copy
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IV) DEFENDANTS SIDE WITNESS AND EXHIBITS: NIL

Sd/-Tr.Mullaivanan,
District Munsif cum
Judicial Magistrate
Pallavaram.

// True Copy //

District Munsif -cum-
Judicial Magistrate,
Pallavaram.

IN THE COURT OF DM CUM JM, PALLAVARAM

Date:01.06.2026.

O.S.No.47/2022

Judgment Pronounced in open court

In the result, this suit is allowed and decreed as follows:-

a) The defendant is ordered to pay a sum of Rs.91,228/- together with interest at the rate of 18% per annum on Rs.73,885/- from the date of suit to the date of the decree and with further interest at the rate of 6% p.a for the principal amount of Rs.73,885/- from the date of the decree till realization of entire amount and

b) the defendant is ordered to pay a sum of Rs.2,198/-p.m. towards future maintenance for every month from the date of plaint till remine in possession of defendant in the suit property

c) Considering the fact and circumstances of the case the defendant is ordered to pay the cost of the suit to the plaintiff. Detailed judgment vide in separate sheet.

DM-Cum-JM
Pallavaram.

In

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