

IN THE II ADDITIONAL CITY CIVIL COURT, CHENNAI

**Present: Ms.S.Sameena, B.A. L.L.B.,
II Additional Judge**

Friday, the 13th day of March - 2020

ORIGINAL SUIT No.2767 of 2015

Top-1 Security Service
Rep. by its Deputy General Manager ... Plaintiff

Vs..

M/s.National Asphalt Products and Construction (NAPC) Co.,
Shortly known as NAPC
Rep. by its General Manager
(Amended as per order in I.A.No.4883 of 2017 dated 15.09.2017) ... Defendant

This suit coming on 13.02.2020 for final hearing before this Court in the presence of M/s.K.S.Narayanan, N.Baskaran and N.Santhosh Learned counsel for plaintiff and of M/s.S.Haridass and M.Arun Kumar Learned counsel for defendant, later the defendant called absent, set exparte and upon perusing the oral and documentary evidences produced by plaintiff side and on hearing plaintiff side and having stood over for consideration till this day, this Court delivered the following:-

JUDGMENT

Suit for realization of sum of Rs.11,44,396/- based on terms of work order for the services rendered by the plaintiff.

2. The Plaintiff's case is that the plaintiff is a Private Company rendering Security Services to Industrial and Commercial Establishments. The defendant company is doing construction and allied activities. The defendant engaged the

plaintiff to render security services to protect the materials and guard the projects sites for each of its work sites. Immediately thereafter the plaintiff started rendering security services to the defendant from August 2011. The payment to the security services rendered by the plaintiff were made on submission of invoices by the plaintiff to the defendant at the end of each respective months payable to the plaintiff. The defendant did not pay monthly invoice bills due for payment in succeeding months as per the terms of work order. Thus, a sum of Rs.14,62,687/- was due under the monthly invoices bill submitted for the period between 2011 to 2013. The plaintiff sent legal notice dated 23.12.2013 demanding a sum of Rs.14,62,687/- for the unpaid bills due. After receipt of the legal notice, the defendant deposited a sum of Rs.3,18,291/- on 05.02.104 leaving a balance of Rs.11,44,396/-. Hence the suit for realisation of sum of Rs.11,44,396/- with interest @ 12% p.a. from the date of suit till realisation.

3. The defendant filed Written Statement contending that the defendant stopped the services of the plaintiff due to wrong bills and inefficient security personal. The defendant incurred heavy loss due to the theft, which came to the knowledge of the defendant only belatedly. The plaintiff took up quarrel with the site supervisors, causing huge loss due to non co-ordination between the security and staff of the defendant, which cause delay in work and loss to the reputation and materials of the defendant. The contract was terminated on 31.11.2012 and claiming arrears of security service charges belatedly is not maintainable and prayed to dismiss the suit with cost.

4. The defendants entered appearance through counsel and filed Written Statement. Thereafter, the defendant has been set exparte on 17.06.2019 in the suit. Even after several opportunity given to the defendant, he had not chosen to set aside the exparte order passed against him.

5. The following issues are framed for consideration:

- (1) Whether the plaintiff is entitled to recover the suit claim from the defendant?
- (2) To what relief the plaintiff is entitled to?

6. On the side of plaintiff, P.W.1 was examined and Exs.A1 to A16 were marked.

7. Issue No.1 :

The gist of the case of the plaintiff is that the plaintiff is rendering security services in Industrial and commercial establishments. The defendant engaged the plaintiff to protect the materials and guard the project sites for each of its several work areas and accordingly the plaintiff's security services were availed by the defendant to protect their project sites. The plaintiff raised monthly invoices at the end of each respective months and the defendant has not paid any amount between September 2011 to November 2013 and the total due amount payable by the defendant is Rs.14,62,687/-. It is the further case of the plaintiff that the defendant deposited through bank a sum of Rs.3,18,291/- on 05.02.2014 towards the amount due leaving a balance of Rs.11,44,396/-. The plaintiff has filed the suit for recovery of Rs.11,44,396/- with 12% interest from the date of the suit till realization with cost. Though the defendant has filed Written Statement, the defendant does not chose to appear and contest the suit and the defendant was set exparte.

8. The General Manager of the plaintiff company has been examined as P.W.1 and Ex.A1 to A16 were marked. Ex.A2 and A3 are the invoices raised by the plaintiff for providing security men to the project site of defendant. Ex.A15 is the Statement of claim wherein the amount due payable by the defendant from the period July 2012 upto November 2013 has been clearly and elaborately

narrated. Ex.A11 is the copy of legal notice issued by the plaintiff to the defendant calling upon him to pay the suit claim with interest @ 12%. It is also pertinent to note that the plaintiff has annexed Ex.A15 Claim Statement along with Ex.A11 Legal notice. Ex.A12 is the Reply statement by the defendant. In Ex.A12 the only defense raised by the defendant is that the plaintiff was claiming over time charges over and above 8 hours, which is contrary to the agreement. The plaintiff has established their case through the oral and documentary evidence.

9. Hence this court is of the considered view that the plaintiff has established its claim with supporting documents and the plaintiff is entitled to a decree as prayed for.

10. Issue No.2:

In the result, the suit is decreed with cost and the plaintiff is entitled to recover a sum of Rs.11,44,396/- (Rupees eleven lakhs forty four thousand three hundred and ninety six only) from the defendant with interest @ 6% p.a. from the date of plaint till the date of realization.

Directly Dictated to the Steno-typist, directly typed by her in the computer, corrected and pronounced by me in open court, this the 13th day of March 2020.

II Additional Judge
City Civil Court,
Chennai.

Plaintiff's side Witnesses:

P.W.1: Thiru.B.Ramachandran (General Manager of plaintiff's company)

Plaintiff's side Exhibits:

Ex.A1: 07.02.2018 Authorisation Letter issued to P.W.1 (original)

Ex.A2: 24.08.2011 Contract-Work order issued by plaintiff (original)

- Ex.A3: 02.01.2012 Work Order issued by defendant (original)
- Ex.A4: 02.11.2012 Letter sent by plaintiff with acknowledgment card (office copy)
- Ex.A5: 02.07.2013 G.Mail sent by plaintiff (Photocopy)
- Ex.A6: 22.07.2013 G.Mail sent by plaintiff (Photocopy)
- Ex.A7: 18.09.2013 G.Mail sent by plaintiff (Photocopy)
- Ex.A8: 10.10.2013 G.Mail sent by plaintiff (Photocopy)
- Ex.A9: 15.11.2013 G.Mail sent by plaintiff (Photocopy)
- Ex.A10: 06.01.2014 G.Mail sent by plaintiff (Photocopy)
- Ex.A11: 23.12.2013 Legal notice sent by the counsel for plaintiff to the defendant with postal receipt (office copy)
- Ex.A12: 09.01.2014 Reply notice sent by the defendant's counsel (original)
- Ex.A13: 25.01.2014 Rejoinder sent by the plaintiff's counsel (office copy)
- Ex.A14: 30.12.2013 G.Mail sent by the plaintiff (Photocopy)
- Ex.A15: --- Suit claim Statement (Photocopy)
- Ex.A16: 26.08.2019 Affidavit on behalf of the plaintiff (original)

Defendants side witness and Exhibits: Nil

II Additional Judge
City Civil Court,
Chennai.

Draft/Fair: Judgment
O.S.No.2767/2015
Dated 13-03-2020
II Addl. City Civil Court
Chennai.