

**IN THE COURT OF SUBORDINATE JUDGE, ERANIEL.**  
**Present : Tmt. D. Asha Kousalya Shanthini, B.Sc., B.L.,**  
**Subordinate Judge, Eraniel.**

**Monday, the 5<sup>th</sup> day of January 2026**

**I.A.No.1/2025**  
**in**  
**C.O.S.No.1/2015**

Mr.A.Vincent George

...Petitioner/Plaintiff

.Vs.

Mrs.N.Amutha Kumari

.... Respondent/Defendant

This petition coming up for final hearing before me on 19.12.2025 and the petitioner and respondent husband present though Mrs. V.Sathiya Advocate is on record for petitioner and Thiru. J.John Jayakumar, Advocate is on record for respondent and argument notes are filed by both the petitioner and respondent and having stood over for my consideration till this day, this court delivers the following:

**ORDER**

1. The petitioner/plaintiff seeks for an interim order to demand security from the respondent/defendant to ensure satisfaction of the suit claim under Section 151 Civil Procedure Court.

2. The written statement filed by the defendant is adopted as the counter of the respondent in the present I.A. and written argument notes are filed by both the petitioner and the respondent.

3. In the present commercial suit, the petitioner who appears to be a residential building contractor seeks for the recovery of Rs.16,84,129.44, from the defendant with whom he entered into an agreement dated 08.02.2019, for construction of a residential building to the extent of 2741 square feet at the rate of Rs.1,550/- per square feet, the total cost estimated at Rs. 42,48,550/- initially. The petitioner also pleads about a renewal agreement dated 18.03.2022, in which the total area of

building constructed was re-fixed as Rs.4,296.95 square feet, the price of construction cost fixed as Rs.1,525/- per square feet and the total construction cost was Rs.69,52,848.75. Out of this amount Rs.39,30,000/- paid by the respondent/defendant is admitted by both the sides

4. The petitioner's specific grievance is that the construction work cost was Rs. 53,71,187/- out of which the respondent paid only Rs.39,30,000/- and hence the balance amount payable by the respondent is Rs.14,41,187/-. Out of the total suit claim of Rs.16,84,129.44, the said sum of Rs. 14,41,187/- is shown as the principal amount due, the interest is Rs. 1,72,942.44 and towards damages Rs. 70,000/- is added by the petitioner. Though, the petitioner pleads that the suit claimed amount is towards the work completed by him as per the agreement he is also pleading that for the construction of the 2<sup>nd</sup> floor he has spent Rs.13,10,000/- from his pocket on credit. The main contention pleaded and argued by the respondent is that no such credit of Rs. 13,10,000/- was given by the petitioner, who has come up with the present suit, seeking for Rs.14,41,187/- with interest and damages. When the respondent has taken a specific defence like this based on the renewed agreement dated 18.03.2022, it is for the petitioner to prove his version about the said credit transaction of Rs.13,10,000/-. As with the available records, the petitioner is not able to demonstrate his prima facie claim of Rs.16,84,129.44, this court is not inclined to order for any security as prayed for by the petitioner.

Considering the facts and circumstances of the present case, for the above said reasons, the present I.A. is not allowed as prayed for.

In the result, the I.A. is dismissed. No cost.

Pronounced by me in open court on this the 5<sup>th</sup> day of January, 2026.

Sd/-  
Subordinate Judge,  
Eraniel.