

IN THE XII ASSISTANT CITY CIVIL COURT, CHENNAI

Present : Thiru. **N.Sachidhanantham**, L.L.M.,

XII Assistant Judge

Friday, the 31st day of January, 2025

O.S.No.4566 of 2023

(CNR.No.TNCH01-027421-2023)

Mr.S.Bharani Kumar

-Plaintiff

-Vs-

M/s.RealtyMonk.com,

Rep by Mr.Sadanandan R, and Karish K.

-Defendant

This suit coming before this court for final hearing on 30.01.2023 in the presence of M/s.Rahul Jagannathan, Nandita Krishnan, Counsels for the plaintiff and the defendant being called absent and set exparte; upon perusal of case records and after hearing plaintiff side arguments; having stood over for consideration till this date, this Court delivers the following:

J U D G M E N T

1. This suit is filed under Order VII Rule 1 of CPC., for directing the defendant to pay the outstanding dues of Rs.7,00,000/- with an interest of 18% from the date of plaint till date of realization and for costs.

2. Brief averments made in the plaint are as follows:

(i). The case of the plaintiff is that he had entered into a lease agreement dated 08.05.2019 with the defendant company. As per clause 3 of the terms and conditions

specified in the agreement, the lease period commenced on 06.06.2019 and was valid for a period of 22 months i.e., until 05.04.2021. The plaintiff had taken possession of the said property on 06.06.2019. The clause 4.1 of the lease deed had specified the requirement of an interest free refundable lease deposit of Rs.7,00,000/- to be made by the plaintiff, in assurance of his due performance, in favour of the defendant. The plaintiff submits that in pursuance of the said clause in the lease agreement, the plaintiff had made a payment of Rs.7,00,000/- vide A/c.No.000901549253, ICICI Bank, Nungambakkam Branch as a lease deposit in favour of the defendant vide bank A/c.No.157550088444, vide receipts dated 29.04.2019, 01.06.2019. The plaintiff had paid Rs.6,20,000/- via bank transaction and Rs.80,000/- in cash to the respondent vide receipts dated 25.04.2019 and 29.04.2019. The defendant had assured the plaintiff of the repayment of the lease deposit latest by the end of April 2021.

(ii). The plaintiff was patiently waiting for the refund of Rs.7,00,000/- however, the defendant had not made any effort to fulfil the financial obligation towards the plaintiff. The despite passage of time the defendant has refused to refund the said amount to the plaintiff by citing lame and untenable reasons. Since the defendant had refused to return the security deposit of Rs.7,00,000/- the plaintiff was forced to occupy the said property for residential purpose till the expiry of the lease deed which is on 05.04.2021. The plaintiff has been forced to occupy the residential premises due to the wanton refusal of the defendant to refund the interest

free security deposit. The plaintiff had tried to communicate with the defendant vide telecommunication however the defendant has not made any efforts to repay the plaintiff. The plaintiff submits that with no other alternative remedy, the plaintiff was constrained to send a legal notice dated 10.06.2023 to the defendant. Hence this suit.

3. Point for consideration:

Whether the plaintiff is entitled for the reliefs as prayed for ?

4. In this case, inspite of sufficient service of summons to the defendant he failed to appear and as a result of which he was set exparte. Though the defendant remained exparte, it is the duty of the court to analyze, whether the plaintiff has proved his case based on the pleading, oral and documentary evidences.

5. To substantiate the case of plaintiff, the plaintiff was examined as PW1 and he relied 12 documents were marked as Ex.A1 to A12. Ex.A1 is the Computer generated Statement of Accounts for the period from 01.04.2019 to 30.06.2019, Ex.A2 to A7 are the Original Payment receipts issued by the defendant realty Monk.Com on various dates, Ex.A8 and A10 are the Office copies of Legal Notice to defendant, Ex.A9 and A11 are the Returned Covers dated 14.06.2023, and Ex.A12 is the Original Lease Deed dated 30.05.2019.

6. Heard the learned counsel for the Plaintiff. Case records are perused and considered. It is the specific contention of the plaintiff that he entered into lease agreement with the defendant and when he wants to vacate the portion he requested the defendant to initiate the refund process of the lease deposit of Rs.7,00,000/- paid

by the plaintiff as per clause 4.1 and 4.2 of the lease agreement to ensure simultaneous and timely handover of the vacant possession to the defendant by the plaintiff but the defendant had refused to return the security deposit, that as per Clause 18 of the lease deed it is been made explicitly clear that the plaintiff is to handover vacant possession of the said property to the defendant only in the event of simultaneous refund of the security deposit by the defendant.

7. It could be seen from the pleadings and documents, the plaintiff has paid a sum of Rs.7,00,000/- by way of part payments on various dates towards security deposit to the defendant for occupation of a residential portion. There was an unregistered Lease agreement executed between the plaintiff and the defendant under Ex.A12. The bank statement belonged to plaintiff is filed and marked as Ex.A1 which evidently shows the payments made to the defendant through plaintiff bank. The receipts towards part payment issued by the defendant were marked as Ex.A2 to Ex.A7. Since the plaintiff intends to vacate the portion he requested the defendant to refund the security deposit by way of legal notice under Ex.A8 & Ex.A10. The above notices were not served and returned under Ex.A9 & Ex.A11. Ex.A12 is the unregistered lease deed and the plaintiff has paid the deficit stamp duty for the above document as directed by this court. Hence, the lease deed can be taken into consideration to decide the issue.

8. It is imperative to note the defendant neither replied the notices nor refund the security deposit to the plaintiff. It is noted from the pleading that the plaintiff has

been in continuous enjoyment and possession of the residential portion belonged to the defendant without paying any rent. It is the duty of a tenant to tender rents to the landlord without any default irrespective of any clause agreed between the parties. Be that as it may, such point doesn't arise in this *lis* since the present suit was projected for recovery of advance amount. It is for the defendant to initiate the process of recovering the accumulation of rents from the plaintiff, if the defendant desires so by way of separate proceeding.

9. There was no contra evidence on the side of the defendant being remained *exparte*. The plaintiff has proved his case by way of documentary evidences. The plaintiff is entitled for refund of his security deposit with interest and costs from the defendant. However, the interest claimed by the plaintiff is exorbitant in nature. The plaintiff is not entitled to claim interest at the rate of 18% per annum since the leased portion is a residential one and it is appropriate for this court to allow interest at the rate of 12% per annum.

10. Therefore from the aforesaid discussion the relief claimed by the plaintiff is hereby partly allowed. The defendant is directed to pay a sum of Rs.7,00,000/- to the Plaintiff with interest at the rate of 12% per annum from the date of suit till the date of decree and thereafter directed to pay interest at the rate of 6% per annum from the date of the decree till the date of realization of entire decretal amount.

In the result, the suit is decreed with costs as follows:-

The defendant is directed to pay a sum of Rs.7,00,000/- to the plaintiff

with interest at the rate of 12% per annum from the date of suit till the date of decree and thereafter directed to pay interest at the rate of 6% per annum for the above sum till the date of realization of entire decretal amount.

//Dictated to Steno-Typist, directly and computerized by her, and pronounced by me in open court, this the 31st day of January, 2025.//

**XII Assistant Judge,
City Civil Court, Chennai.**

I. List of witnesses on the plaintiff side :

PW1 :- S.Bharani Kumar

II. List of exhibits on the plaintiff side:

1.	Ex.A1	01.04.2019 to 30.06.2019	Computer generated Statement of Accounts
2.	Ex.A2	25.04.2019	Original Payment receipt for realty Monk. Com for Rs.30,000/-
3.	Ex.A3	29.04.2019	Original Payment receipt for realty Monk. Com for Rs.50,000/-
4.	Ex.A4	29.04.2019	Original Payment receipt for realty Monk. Com for Rs.1,20,000/-
5.	Ex.A5	01.06.2019	Original Payment receipt for realty Monk. Com for Rs.70,000/-
6.	Ex.A6	01.06.2019	Original Payment receipt for realty Monk. Com for Rs.1,30,000/-
7.	Ex.A7	01.06.2019	Original Payment receipt for realty Monk. Com for Rs.3,00,000/-

8.	Ex.A8	10.06.2023	Office copy of Legal Notice to defendant's Registered Office
9.	Ex.A9	14.06.2023	Returned Cover
10.	Ex.A10	10.06.2023	Office copy of Legal Notice to defendant Regional Office
11.	Ex.A11	14.06.2023	Returned Cover
12.	Ex.A12	---	Original Unregistered Lease Deed

III. List of exhibits and witnesses on the defendant side : Nil

**XII Assistant Judge
City Civil Court, Chennai.**