

IN THE COURT OF THE SENIOR CIVIL JUDGE BANPUR.

PRESENT:-

Sri Satya Ranjan Pradhan,
Senior Civil Judge, Banpur.

C.S. No 48/161 of 2014/2009

Sanatan Mohanty, aged about 32 years, S/o Fakir Mohanty
Vill: Tentulidiha, Po: Khanata, P.S: Banpur, Dist: Khurda.

... Plaintiff.

-Versus-

Sabyasachi Pradhan, aged about 27 years,
S/o Laxmidhar Pradhan.
Vill: Kurunjipur, Po: Bheteswar,
P.S:Banpur, Dist: Khurda.

.... Defendant.

Counsel for Plaintiffs ... Sri S.K.Pattnaik, Advocate
and associates.

Counsel for defendants ... None.

Date of Ex-parte Argument – 11.09.2014.

Date of Ex-parte Judgment – 16.09.2014

EXPARTE JUDGMENT

This is a money suit filed for recovery of Rs.73,000/- along with compensation from the defendant.

2. The case of the plaintiff as per the plaint is that:

The plaintiff is a labour contractor having a license for the same. The defendant is a skilled labour and works as a Foreman. The plaintiff and defendant belong to nearby villages and have acquaintance with each other. In the month of July-2008 the defendant was in need

of money for the construction of his house. So he approached the plaintiff for a sum of Rs.73,000/-. Thereafter both of them entered into an agreement wherein it was mentioned that the defendant will render his skill of work in the work site of the plaintiff at Maharashtra for a monthly salary of Rs.10,000/-. Out of the said amount, a sum of Rs.7,000/- will be deducted and adjusted towards the loan taken by the defendant. Basing upon that agreement the plaintiff gave Rs.73,000/- to the defendant on 7.7.2008 in presence of witnesses Basanta Kumar Sethi and Gobinda Chandra Reddy. Although the defendant received the said money and executed the agreement, subsequently neither he returned the money nor joined at the works site of the plaintiff situated in Maharashtra. Although the plaintiff contacted the defendant several times, the defendant neither paid the amount nor complied with the terms of the agreement. On 30.04.2009 the plaintiff met the defendant and demanded the entire amount but the defendant did not pay the same rather threatened him with dire consequence. After the aforesaid fact the plaintiff filed the present suit for recovery of Rs.73,000/- along with compensation @ 12 % per annum.

3. Although the summons was served upon the defendant he did not appear and contest the suit. Hence he was set ex-parte on 07.05.2014.

4. As the defendant did not appear no issue was setteled. Although no issue was setteled it is to be established by the plaintiff that the defendant had taken Rs. 73,000/- from him and he is entitled to recover the same.

5. Only one witness was examined on behalf of the plaintiff. The plaintiff examined himself as P.W.1. Some documents are marked on his behalf as Ext.1 & 2.

6. To substantiate the aforesaid fact the plaintiff has examined himself as P.W.1 and while being examined himself as P.W.1 disclosed that he and defendant belong to nearby villages and have acquaintance with each other. In the month of July-2008 the defendant was in need of money for the construction of his house. So he approached him for a sum of Rs.73,000/-. Thereafter both of them entered into an agreement wherein it was mentioned that the defendant will rendered his skill of work in the work site of him at Maharastra for a monthly salary of Rs.10,000/- out of the said amount a sum of Rs.7,000/- will be deducted and adjusted towards the loan taken by the defendants. Basing upon that agreement he gave Rs.73,000/- to the defendant on 7.7.2008 in presence of witnesses Basanta Kumar Sethi and Gobinda Chandra Reddy. Although the defendant received the said money and executed the agreement he neither return the money nor joined at the work-site of him situated in Maharastra. Although he contacted the defendant several times the defendant neither paid the amount nor complied with the terms of the agreement. On 30.04.2009 he met the defendant and demanded the entire amount but the defendant did not pay the same rather threatened with dire consequence. In addition to that he filed the said deed of agreement entered into by him and defendant which was marked as Ext.1. His signature was marked as Ext.1/a. The signature of the defendant was marked as Ext.1/b. The signatures of attesting witnesses were marked as Ext. 1/c and 1/d. The plaintiff also filed his labour

license which was marked as Ext.2. On perusal of the said agreement it reveals that the plaintiff and defendant had entered into an agreement as per the terms and conditions mentioned in the agreement marked as Ext.1 and that was stated by the plaintiff while he was examined as P.W.1. The claim of the plaintiff is that though the defendant had received the said amount did not comply with the terms of the agreement by joining at the work site situated at Maharashtra or returned back the money. The defendants did not appear and contested the suit. so version of the plaintiff so also the contents of Ext.1 remained unchallenged and accepted as it is. From the aforesaid documents produced by the plaintiff as well as the oral statement made by him it seems that the plaintiff has able to establish his claim on the touchstone of preponderance of probability. Accordingly, the prayer made by the plaintiff is allowed. Hence it is ordered.

Order

The suit be and the same is decreed exparte against the defendants but without cost.

The defendant is liable to pay a sum of Rs.73,000/- along with interest @ 6 % per annum to the plaintiff from the date of filing of the suit till its realisation . The defendant is directed to pay the same within a period of three months hence, failing which the plaintiff is at liberty to take steps for realization of the same through the process of the Court.

Advocate's fee is at the exparte scale.

Transcribed to my dictation, corrected and signed by me and pronounced in the open court this the 16th day of September, 2014.

Sr. Civil Judge, Banpur.

List of witnesses examined on behalf of Plaintiffs :-

P.W.1 Sanatana Mohanty

List of documents proved on behalf of the Plaintiffs :-

Ext.1	Agreement
Ext.1/a	Signature of P.W.1.on Ext.1.
Ext.1/b	Signature of defendant on Ext.1.
Ext. 1/c	Signature of Basanta Ku. Sethi.
Ext.1/d	Signature of Gobinda Chandra Reddy.
Ext.2	True copy of license of Sanatana Mohanty.

Sr. Civil Judge, Banpur.