

IA No. 2 of 2026 in COS No.406 of 2026

Date: 14.08.2026

ORDER

Heard counsel for petitioner.

1. According to the plaintiff, plaintiff and 1st defendant have entered into an agreement for construction dated 22.05.2024 under document No.4 for construction of ground plus 2 floors in the vacant site belonged to plaintiff by first defendant for total construction cost of Rs.65,42,375/- and even after making substantial payments of Rs.42,95,000/- as against the construction value of Rs.35,65,594/-, the first defendant has not completed the construction leaving plastering works and other works incompleted and first defendant has expressed its inability to complete the project on account of its loss in business in the previous financial years, by means of letter dated 28.05.2026. The plaintiff has adverted to in the plaint that the first defendant has consented through the above letter to complete project by plaintiff by engaging another contractor and the worth of work done by the first defendant is rupees only 20,00,000/- and first defendant has received a sum of Rs.42,95,000/- from plaintiff.

2. According to plaintiff, the defendants are bound to repay the amount of Rs.22,95,000/- to the plaintiff for which the plaintiff has laid the suit with some other reliefs. The learned counsel for plaintiff submitted that as the building without plastering is exposed to light, air and rain, the potentiality and strength of building will get diminished and the plaintiff has engaged another contractor to complete the project by doing plastering work and other work before ensuing monsoon rainy season. This Court is of firm view that there is imminent urgency in appointment of Advocate Commissioner for reason that without ascertaining value of work executed

by first defendant so far, plaintiff cannot succeed in her claim of reimbursement of Rs.22,95,000/- by defendants and if the work is not completed by another contractor, as pointed out by learned counsel for plaintiff, the building will be driven to dilapidated position and the plaintiff will sustain a huge loss. The plaintiff has constructed the building by availing loan from financial institution. Directing the plaintiff to invoke pre litigation mediation under Section 12A of Commercial Courts Act will defeat purpose of this case and the plaintiff would not be able to complete the building. Therefore, invoking pre litigation mediation is dispensed with. Advocate Ms.R.Rashmi, (MS 4223 OF 2022 No.276, Additonal law Chambers, Chennai – 600 014 is appointed as Commissioner to inspect the property and to note down physical features with assistance of a qualified Civil Engineer, after due notice to both parties. Report with plan by 31.08.2026. Remuneration of Commissioner is fixed at Rs.20,000/- which shall be paid by petitioner to Commissioner directly after completion of inspection. The petitioner is directed to bear with expenses of Civil Engineer engaged by Commissioner.

GANAPATHI
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by GANAPATHI
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Date: 2026.08.14
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Principal Judge,
Principal Commercial Court,
Egmore, Chennai – 8.