

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

SUMMARY SUIT NO. 3811 OF 2000

Reliance Industries Limited

.. Plaintiff

Vs.

Littlehomes Trading Private Limited

.. Defendant

Ms. Melanic D'souza a/w. R.P. Badiani i/b M/s. A.S. Dayal & Associates
for plaintiff.

CORAM : K.R.SHRIRAM, J.

DATE : 3RD JULY, 2015

P.C.

1 The plaintiff has filed this suit under the written contract for a liquidated sum. The plaintiff sanctioned a loan to the defendant in the sum of Rs.16,04,00,000/- against a security by way of pledge pf shares. The plaintiff lent the said sum of Rs.16,04,00,000/- in two tranches by issuing cheque dated 24.10.1994 for Rs.16,00,00,000/- and the other dated 25.10.1994 for Rs.4,00,000/-. The loan was secured by executing a demand promissory note dated 24.10.1994 by the defendant whereby the defendant unconditionally promised to pay on demand to the plaintiff or order, a sum of Rs.16,04,00,000/- with interest at the rate of 24% per annum with monthly rests. In addition to that the defendant also pledged 4,00,000 equity shares of Forbes Gokak Ltd. valued at Rs.16.04 crores. The loan and all interest thereon was in any event repayable in its entirety not later than 23.10.1995.

2 Between 15.11.1995 and 23.12.1995, the defendant repaid diverse amounts aggregating to Rs.5,85,00,000/- and against that payment, the plaintiff released 1,50,000/- pledged shares of Forbes Gokak Ltd.. Thereafter, the plaintiff received some amount as dividend which was appropriated towards loan repayment. As no further payments came from the defendant, the defendant, once again executed a fresh demand promissory on 24.09.1997, unconditionally promising to pay on demand to the plaintiff a sum of Rs.23,14,90,994/- with interest thereon at the rate of 24% per annum with monthly rests. The defendant did not pay any further sum and therefore on 26.08.1999, the plaintiff sold the remaining 2,50,000 pledged shares of Forbes Gokak Ltd. for a total consideration of Rs.1,50,00,000/- and applied the same in or towards the satisfaction of the balance outstanding in the loan account of the defendant.

3 Thereafter, the plaintiff, by their advocate's letter dated 2.11.1999 demanded the remaining balance sum which together with interest as on that date had accumulated to Rs.28,07,51,579/-. This was followed by another letter dated 26.06.2000 from the plaintiff's advocate whereby the plaintiff rectified the amount due and payable and called upon the defendant to pay Rs.36,37,34,983/- as on 31.10.1999 together with interest at the rate of 24% p.a. with monthly rest. The defendant despite demand did not make any

payment. The plaintiff, therefore, filed the present suit.

4 The counsel for the plaintiff states that the Bailiff of the Sheriff filed a report stating that a duplicate copy of the summons was served upon the defendant on or about 30.01.2002. The counsel undertakes to file an affidavit of service within one week from today.

5 The defendant has not entered any appearance. The plaintiff has also filed a compilation of 8 documents. The same is taken on record. Serial nos.1 to 6 are originals and serial nos.7 and 8 are office copies of the advocate's notice to the defendant. The defendant not having entered appearance to challenge the averments contained in the plaint, it should be deemed to have been admitted and the plaintiff is entitled to an ex-parte decree in terms of prayer clause (a) which is reproduced as under :--

(a) That the defendant be ordered and decreed to pay to the plaintiff a sum of Rs.44,50,80,571.00 as per Particulars of Claim annexed hereto and marked as Exhibit 'T' together with further interest on Rs.44,50,80,571.00 at the rate of 24% (per cent) per annum with monthly rests from the date of filing of the suit till payment and/or realization.

6 The plaintiff will also be entitled to costs in the sum of Rs.50,000/-.

- 7 Decree be drawn up accordingly.
- 8 The summons for judgment is disposed of accordingly.

(K.R. SHRIRAM, J.)