

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

SUMMARY SUIT NO.167 OF 2014

Das Offshore Engineering Private Limited	).. Plaintiffs
Vs.	
NAFTOGAZ India Pvt. Ltd.	).. Defendants

Ms.Pinky M.Bhansali for plaintiffs.
None for defendants.

CORAM : K.R.SHRIRAM, J.

DATE : 11th August, 2015

P.C.

1 The claim in the suit is for unpaid invoices.

2 The defendants had received a contract from Oil & Natural Gas Corporation Ltd. (ONGC). A part of the said contract was sub-contracted to the plaintiffs by Letter of Intent dated 1.5.2008. The Letter of Intent was issued based upon the plaintiffs' offer dated 23.2.2008 and the negotiations held between the plaintiff and the defendants. The plaintiffs executed the scope of work under the Letter of Intent and raised its invoices. The plaintiffs had raised total 15 invoices of which 8 invoices were paid. For the remaining invoices the defendants did not make the payment. The

plaintiffs and the defendants thereafter held meeting and pursuant to the minutes of meeting held on 28.7.2010, the defendants admitted that they owe to the plaintiffs sum of Rs.18.3 crores and the same will be released in 3 installments of Rs.6 crores by 21.8.2010, another Rs. 6 crores by 15.9.2010 and the last installment of Rs.6.3 crores by 15.10.2010. As the defendants did not pay any of these installments or any part thereof, the plaintiffs have filed the present suit. Before filing the suit the plaintiffs also caused a notice to be sent through their Advocate to which there has been no reply.

3 The defendants have not entered appearance though served. The plaintiffs have also filed affidavit of service.

4 In the circumstances, the plaintiffs are entitled to judgment forthwith as the defendants are deemed to have admitted averments contained in the plaint. The plaintiffs have also filed original of the Letter of Intent dated 1.5.2008, original of the minutes of the meeting dated 28.7.2010 and also the original of the office copy of the plaintiffs' Advocate notice dated 30.7.2010. The same are taken on record and marked as Exhibit P-1 (colly).

5 In the circumstances, the plaintiffs are entitled to a judgment in terms

of prayer clause-(a) which reads as under :-

(a) That the Defendant be ordered, directed and decreed to pay to the Plaintiff an amount of Rs.18,30,00,000/- as per the particulars of claim annexed hereto at Exhibit-E with further interest thereon from the date of filing of the Suit at such rate as this Hon'ble Court deems fit and appropriate”

The plaintiffs are also entitled to interest @ 12% p.a. from the date of the suit until payment/realization plus cost in the sum of Rs.50,000/-. Decree be drawn up as above. Suit disposed accordingly.

(K.R. SHRIRAM, J.)