

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

SUMMARY SUIT NO. 1981 OF 2012

Parle Agro Pvt. Ltd.	.. Plaintiff
Vs.	
N. Shanmugam	
S/o P. Nagamuthu & Ors.	.. Defendants

Mr.Sanjay Udeshi for plaintiff.

None for defendants.

CORAM : K.R.SHRIRAM, J.
DATE : 25TH JUNE, 2015

P.C.

1 The suit is filed by the plaintiff under Order 37 of the Code of Civil Procedure, 1908 seeking a decree and order against the defendants to pay to the plaintiff a sum of Rs.1,00,08,168/- together with interest at the rate of 18% p.a. on Rs.71,94,841/- from the date of filing of the suit till decree and thereafter till payment and/or realization. The suit filed is based on Negotiable Instruments being dishonoured cheques, written contract and admission of liability by the defendants to the plaintiff. In fact, the contracts have been signed by defendant no.1 and defendant no.3 who is the sole proprietor of defendant no.2.

2 After filing of the suit, the writ of summons could be served only upon defendant no.1, who entered the appearance. An affidavit in reply to

the summons for judgment was also filed by defendant no.1. The summons for judgment came to be disposed by an order dated 28.01.2014 in which defendant no.1 was granted leave to defend the suit on the condition of his depositing a sum of Rs.70 lakhs in this Court within a period of 8 weeks. The defendant no.1, however, did not deposit. Therefore, this Court by an order dated 1.10.2014 passed an ex-parte decree against defendant no.1. The plaintiff had also tendered the original documents at that stage which were taken on record.

3 On 1.10.2014, this Court granted leave to the plaintiff to serve the writ of summons by way of substituted service upon defendant no.2 and defendant no.3. The plaintiff has filed an affidavit of service of one Mitali Basu affirmed on 30.10.2014, wherein it is averred that the plaintiff gave notice of the summons in two daily local newspapers as directed by the Court, viz., the New Indian Express in English language on Tuesday, i.e., 14th October 2014 and Dinakaran in Tamil language on Wednesday, i.e., 15th October 2014 both having circulation in Trichy, Tamilnadu.

4 Defendant nos.2 and 3 despite service have not entered appearance. Therefore, the plaintiff is entitled to a decree against defendant nos.2 and 3 as well. Hence, the following order :

(i) The above summary suit is decreed in terms of prayer clause (a) against defendant nos.2 and 3 which is reproduced herein under :

(a) that the defendants jointly and severally be ordered and decreed to pay to the plaintiff, a sum of Rs.1,00,08,168/- (Rupees One Crore Eight Thousand One Hundred Sixty Eight only) (as per the particulars of claim at Exhibit 'U') together with interest at the rate of 18% per annum on Rs.71,94,841/- from the date of filing of the suit till decree and thereafter, till payment and/or realisation.

5 A copy of this order shall be served by the advocate for the plaintiff upon defendant nos.2 and 3 by registered post A.D. at the addresses of the defendants shown in the plaint.

6 The suit is disposed of accordingly against defendant nos.2 and 3.

(K.R. SHRIRAM, J.)