

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

COMMERCIAL SUIT NO. 51 OF 2016

L & T Finance Ltd.	...Plaintiff
vs.	
Valecha Engineering Ltd.	...Defendant

Ms.Shakuntala Joshi with Jalpa Pithadia I/b. S.I.Joshi & Co. for Plaintiff.

CORAM : S.C. GUPTE, J.

23 JUNE 2017

P.C. :

Heard learned Counsel for the parties.

2 This summary suit seeks a decree against the Defendant for a sum of Rs.9,88,38,435/- as per particulars of claim annexed as Exhibit-G to the plaint with further interest at the rate of 18% per annum on the principal amount from 23 February 2016 till payment and/or realisation and the costs of the suit.

3 The writ of summons was served on the Defendant's office by Sheriff of Mumbai by personal service. There is a report prepared by the bailiff with the Sheriff's office that the writ of summons was duly served on the Defendant and received by it at its office address, which is given in the cause title. This report forms part of an affidavit of service jointly filed by the Bailiff and the Plaintiff's representative in proof of service of plaint and writ of the summons and receipt by the Defendant's representative along with a seal of the Defendant company.

4 The suit is filed on a written contract contained in Master Rental Agreement executed at Mumbai between one Rateworks India Pvt.Ltd., who is the predecessor in title of the Plaintiff in respect of the suit claim, which has since been assigned to the Plaintiff, and the Defendant and various notifications of assignment letters by which the Defendant agreed to pay the assigned debt to the Plaintiff, into a designated account. The original documents containing the Master Rental Agreement executed between the parties as also the Power of Attorney and various agreements for sale of receivables executed between the parties, deeds of hypothecations and notifications of assignments signed between the parties, are taken on record.

5 The suit claim arises out of a written contract for recovery of receivables by an assignee. There is no relief claimed in the plaint, which does not fall within the ambit of Order 37 Rule 2 of the CPC. The writ of summons and the plaint have been duly proved to be served on the Defendant. The Defendant has not entered appearance either in person or by pleader. The allegations in the plaint are, accordingly, deemed to be admitted and the Plaintiff is entitled to a decree for the sum claimed in prayer clause (a) of the plaint.

6 Accordingly, there will be a decree in terms of prayer clause (a) against the Defendant. The Defendant shall also pay costs of the suit to the Plaintiff. Refund of court fees in accordance with the applicable rules. The drawing of the decree is expedited. Office shall return original documents to the Advocate for the Plaintiff against certified true copies of the documents submitted by the latter.

(S.C. Gupte, J.)