

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 23.02.2017

CORAM :

THE HONOURABLE MR. JUSTICE P.VELMURUGAN

C.S.No.732 of 2007

Randstad India Private Limited
Having its Registered Office,
RANDSTAD House, Old No.5 &5 A,
New No.9, Pycrofts Garden Road,
Chennai – 600 006.

...Applicant/Plaintiff

Vs.

Dalmia Consumer Care Private Limited,
Registered office at 4th Floor,
Tolstoy House, 15-7,
Tolstoy Marg, New Delhi – 110 001.

... Respondent/Defendant

PRAYER:- Civil Suit is filed under Order IV Rule 1 of O.S.Rules r/w. Order VII Rule 1 of CPC to pass a Judgment and Decree directing the defendant to

a) pay the plaintiff a sum of Rs.48,93,511/-

b) pay the plaintiff interest at the rate of 18% per annum

from this date till the date of payment.

c) pay the plaintiff the costs of the above suit.

For Plaintiff : Mr. H.Karthik Seshadri
For M/s.Iyer and Thomas

For Defendant : No appearance

JUDGMENT

The plaintiff has filed the suit for recovery of a sum of Rs.48,93,511/- along with interest at 18% per annum from the date of plaint till the date of payment. Originally, the plaintiff's name was Ma Foi Management Consultants Ltd., and later on, it is changed as RANDSTAD INDIA Private Ltd.,

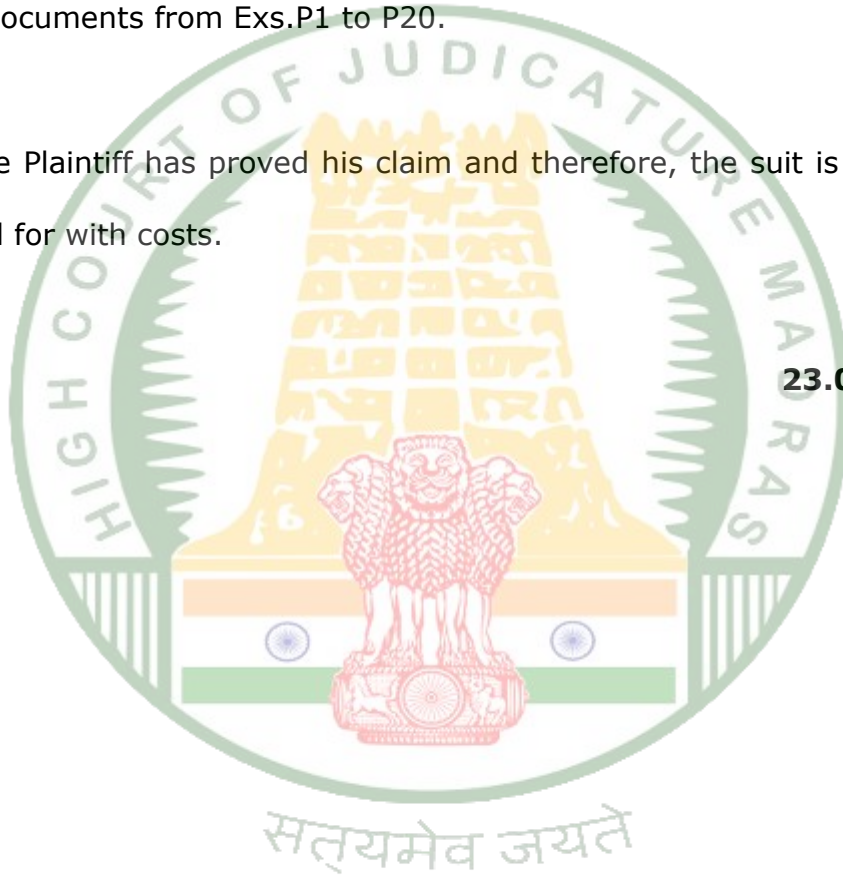
2. After filing the suit, the defendant has entered into appearance through his counsel. But, he has not filed the written statement. Subsequently, he was made exparte. In order to prove the case of the plaintiff, the plaintiff company has examined his authorised signatory one Mr.Arokiaraj Mathew as PW1 and he has filed proof affidavit. In his proof affidavit, he has reiterated the averment made in the plaint and also marked 20 documents. The authorization letter given by the plaintiff company in favour of PW.1 has been marked as Ex.P1. The deed of contract dated 01.11.2003 has been marked as Ex.P2. The agreement dated 05.11.2004 entered into between the plaintiff/company and the defendant has been marked as Ex.P3. The various invoices raised as per the terms of agreement have been marked as Exs.P4 to P12. The TDS Certificates have been marked as Exs.P13 to P16. The e-mail sent by defendant / respondent to plaintiff/applicant has been marked as Ex.P17. The debit note along with other invoices have been marked as Ex.P18. The

plaintiff has issued a legal notice on 27.03.2006 under Ex.P19, for which, the defendant sent a reply on 08.09.2006 under Ex.P20. But the defendant has not filed any written statement and he has not contested the case whereas the plaintiff has proved his case by examining PW1 and marked documents from Exs.P1 to P20.

The Plaintiff has proved his claim and therefore, the suit is decreed as prayed for with costs.

23.02.2017

gv

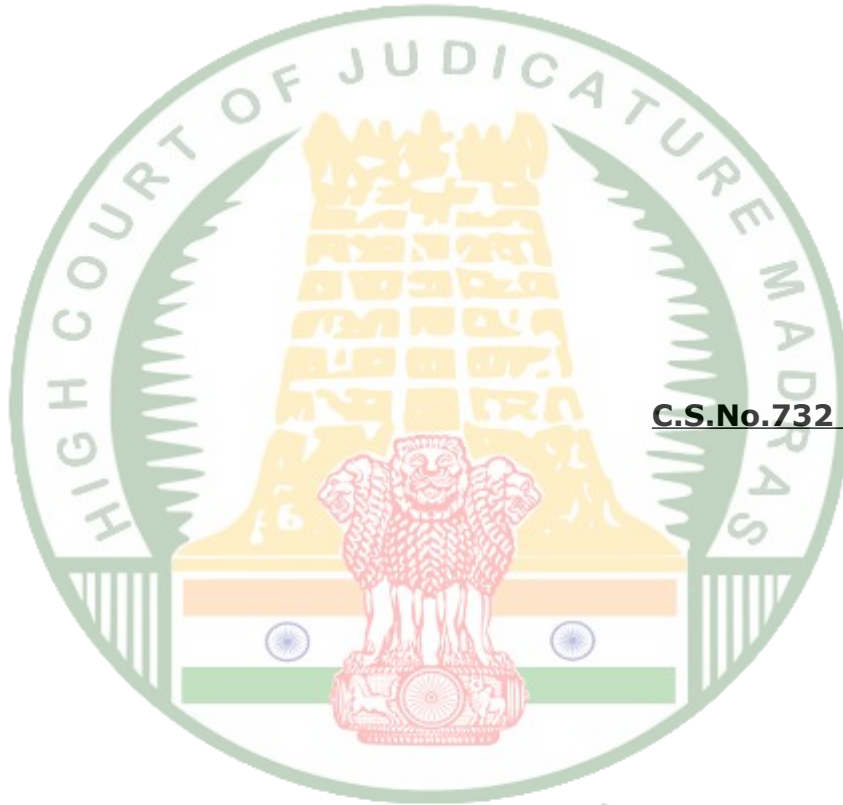


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P.VELMURUGAN.,J.

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