* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% Decided on: 26th September , 2017

\+ **CS(COMM) 974/2016**

M/S VISUAL TECHNOLOGIES (INDIA) PVT LTD ..... Plaintiff

Represented by: Mr. J.K. Jain, Advocate

versus

M/S T G ANGLES MEDIA PVT LTD .....Defendant

Represented by: None.

CORAM:
HON'BLE MS. JUSTICE MUKTA GUPTA

MUKTA GUPTA, J. (ORAL)

1. The plaintiff company has instituted the present suit against the defendant, praying inter alia for a money decree of ₹2,73,31,661/- (Rupees Two crores seventy three lakhs thirty one thousand six hundred and sixty one only) along with pendente lite and future interest @ 13.75% p.a., in favour of the plaintiff and against the defendant, from the date of filing of the suit till its realization.

2. Briefly stated, plaintiff is a company duly incorporated under the Companies Act. Plaintiff company is a distributor for the products of professional and broadcast video and auto equipment such as camera, software, tapes, cables, VTR and various allied products manufactured by Panasonic Company.

3. Defendant company is registered at New Delhi and having its studio at Noida. It is running a news channel namely ‘Azad’ News.

4. In the month of March, 2007, the director and principal officer of the defendant company approached the plaintiff and requested for supply of various items. Thereafter, the defendant company telephonically asked the plaintiff company to supply various goods/components/cameras/accessories necessary for the running of a news channel. The goods were supplied vide various delivery challans by the plaintiff company.

5. It is the case of the plaintiff that the plaintiff company supplied goods worth ₹80,500/- on 12th April, 2008 in the financial year 1st April, 2007 to 31st March, 2008, ₹81,00,000/- in the financial year 1st April, 2008 to 31st March, 2009 and ₹1,80,77,632/- from 1st April, 2009 onwards. Thus, the total value of goods supplied to the defendant amounted to ₹2,62,58,132/-.

6. Despite repeated requests and reminders, the defendant company failed to make the balance payment for the supply of goods.

7. On 18th July, 2009, the plaintiff company served a legal notice on the defendant to which the defendant did not reply, however, made a part payment of ₹18,00,000/-.

8. Summons in the suit were issued vide order dated 2nd July, 2010. Defendant entered appearance on 4th February, 2011. Despite repeated opportunities being granted, defendant failed to file the written statement, thus, the right of the defendant to file written statement was closed vide order dated 8th February, 2013. Affidavit of evidence was filed by the plaintiff. Since, the defendant failed to cross examine the plaintiff's witness, the right of the defendant to cross-examine plaintiff's witness was closed vide order dated 21st March, 2016.

9. As per the plaint liability of the defendant after adjustment of the payment and interest on delayed payment is detailed below:

"Principal (Unpaid)	*₹2,10,58,132/-*
Interest @13.75% from 13.3.2008 to 12.05.2010 on ₹2,09,00,000/- as the goods worth ₹1,44,665/- were supplied on 08.01.2009.	*₹62,73,528/-*
Total due	*₹2,73,31,661/-"*

10. Evidence by way of affidavit of Shri Arun Kumar (PW-1) was tendered vide Ex. PW-1/X. Contents of the plaint were affirmed in the affidavit. Certificate of incorporation of the plaintiff company was proved vide Ex. PW-1/1 and the resolution dated 4th May, 2010 authorizing Shri Manish Gupta and Shri Arun Gupta to file the present suit as Ex. PW-1/2. Statement of account of the defendant with respect to supply of goods was exhibited as Ex. PW-1/3, list of the goods supplied by the plaintiff to the defendant as Ex. PW-1/4, various invoices raised on the defendant for supply of goods as Ex. PW-1/5 to Ex. PW-1/15 and delivery challans/receipts with respect to supply of goods to the defendant and receipt of goods by the officials of the defendant company as Ex. PW-1/16 to Ex. PW-1/70. Copy of legal notice dated 28th July, 2009 was proved vide Ex. PW-1/75, postal receipt vide Ex. PW-1/76, Ex. PW-1/79 and Ex. PW-1/81, notice dated 27th March, 2013 under Order XII Rule 8 as Ex. PW-1/78 and the certificate of postal department for tracking notice dated 16th May, 2015 which was delivered on 20th May, 2015 vide Ex. PW-1/82.

11. An additional affidavit was also tendered by Shri Arun Kumar vide Ex. PW-1/E tendering certificate under section 65B of Evidence Act as Ex. PW-1/79 in respect of the computer copy of the documents.

12. On the basis of the documents proved as above, computation of the amount due to the plaintiff is detailed as under:

Invoices (Ex. PW-1/5 to Ex. PW-1/9)		₹1,14,88,964
Invoices (Ex. PW-1/10 to Ex. PW-1/15)		₹65,88,668
Invoice (Ex. PW-1/82) (re-numbered in additional evidence)		₹81,00,000
Invoice (Ex. PW-1/80) (re-numbered in additional evidence)		₹80,500
Invoice (Ex. PW-1/81) (re-numbered in additional evidence)		₹24,960
	Total	₹2,62,93,092
Payments Received		
09.04.2007	₹9,00,000	
30.12.2008	₹24,960	
14.05.2009	₹25,00,000	
18.12.2009	₹18,00,000	
	Total Payment Received	(₹52,24,960)
	Balance	₹2,10,58,132

13. Accordingly, the suit is decreed in favour of the plaintiff and against the defendant to pay a sum of ₹2,10,58,132/- (Rupees Two crores ten lakhs fifty eight thousand one hundred and thirty two only) to the plaintiff along with interest @ 9% p.a. with effect from the date of filing of the suit till realization. Decree sheet be drawn accordingly.

(MUKTA GUPTA)
JUDGE

SEPTEMBER 26, 2017 /'ga/Anu'