

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR

FA No. 13 of 2006

1. State Of Chhattisgarh through the Chief Secretary, Chhattisgarh Govt. (C.G.)
2. The Addl. Director, Department of Veterinary Services, Raipur (C.G.)
3. The Dy. Director, Department of Veterinary Services, Ambikapur, District Surguja (C.G.)

---- Petitioner

Versus

- M/s Murarka Agencies, Bilaspur Proprietor Vijay Murarka, aged 69 years, S/o Badri Narayan Murarka, R/o Khaparganj, Tehsil and District Bilaspur (C.G.)

---- Respondent

For Appellants

Shri Anil Pillai, Dy. AG

For Respondent

Shri A. K. Gupta, Advocate

Hon'ble Shri Justice Prashant Kumar Mishra

Order On Board

10/07/2018

1. Heard learned counsel for the parties on IA No.1, application for condonation of delay of 245 days in filing the appeal.
2. On due consideration, the delay in filing the appeal is condoned. Accordingly, IA No.1 stands allowed.
3. With the consent of learned counsel for the parties, the matter is heard finally.

4. The State has assailed the impugned judgment and decree, whereby the trial Court has allowed plaintiff's suit to the extent that it has held the appellants/defendants liable to pay a sum of Rs.11,455/- towards interest for delayed payment of the price of the medicines supplied by the plaintiff to the defendants. The trial Court has also allowed interest @ 6% per annum on the above stated decretal amount from 27.12.2004 till its payment.
5. The trial Court has found proved the plaintiff's case that it has supplied veterinary medicines to the defendants as a dealer of National Remedies Private Ltd., Bangalore, to whom the defendants have placed orders for supply of veterinary medicines. The plaintiff having supplied the medicines was entitled to the price of Rs.48,421/-, which was unnecessarily delayed and was eventually paid to the plaintiff during the pendency of the suit, however, the suit was still contested between the parties as the plaintiff had also claimed interest on the above said amount @ 10% per annum.
6. After exchange of pleadings and recording evidence of the parties, the trial Court has held in para 12 of the judgment that in the bills (Ex-P- 4 to Ex-P-6), there was stipulation that if the payment is not made within 21 days from the date of receipt of medicines, the defendants shall be liable to pay interest @ 24% per annum. However, despite receiving the medicines for Rs.9,791/- vide Bill dated 06.02.2001, the same was paid on 23.06.2004. For two separate bills dated 31.10.2000 amounting to Rs.38,630/-, payment was made on 27.12.2004 and that the

financial approval for expenditure of the said amount for medicines was available to the defendants in the budget of 2000-01, yet the bills remained pending for more than 3 years and 4 years, respectively. The trial Court thus held that the plaintiff is entitled to interest @ 6% to be calculated immediately after 21 days of presentation of bills and till the filing of suit the same was calculated at Rs.11,455/- for which the suit has been decreed with further interest @ 6% from the date of filing of suit till its payment.

7. I have gone through the entire record only to ascertain as to whether the trial Court has committed any perversity in reading the documents to conclude that the plaintiff is entitled to payment of interest. However, despite careful scrutiny, I am unable to find out any such perversity in the judgment rendered by the trial Court. The defendants having failed to make payment of the price of veterinary medicines supplied to them within 21 days from the date of receipt of bills for the goods supplied, they were liable to pay interest even though there is no separate contract for payment of interest.
8. The first appeal has no substance, it deserves to be and is hereby dismissed.

Sd/-
Judge
Prashant Kumar Mishra