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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL SUMMARY SUIT NO. 243 OF 2017

Drive India Enterprise Solutions Ltd.

... Plaintiff

vs.

Haier Telecom (India) Pvt. Ltd.

... Defendant

Ms/ Naira Jejeebhoy a/w. Ms. Sneha Jaisingh i/b. Bharucha & Partners for the Plaintiff.

None for the Defendant.

CORAM : A.K. MENON, J.

DATE : 10th SEPTEMBER, 2018

P. C.

1. By order dated 24th April, 2018 passed the defendant was granted conditional leave to defend upon deposit of a sum of Rs. 50 crores. It is stated today by the learned counsel for the petitioner that the conditional order has not been complied with. The suit is accordingly listed today for exparte decree upon failure to obtain leave to defend.

2. The learned counsel for the plaintiff has tendered a certificate of non deposit dated 18th June, 2018 and compilation of documents. Including the original of the logistics agreement dated 5th February, 2010, Product Purchase Agreement dated 15th April, 2010, Promissory Note dated 5th October, 2010 and bank reconciliation

statements for the year ending 31st March, 2012, 31st March, 2013 and 31st March, 2014 respectively. The last of these Balance Reconciliation Statements dated 31st March, 2014 admits a sum of Rs. 55,03,24,460/- as due to the plaintiff. This is duly acknowledged on behalf of the defendant.

3. The suit claim is however lower at Rs.54,46,31,354.62. In the circumstances defendant having failed to obtain leave to defend, the plaintiff are entitled to a decree. Accordingly, I pass the following order :

- (i) Suit is decreed in terms of prayer clause(a).
- (ii) In view of the fact that the claim in the suit is based on a balance reconciliation statement plaintiff will be entitled to interest on the said sum of Rs. 54,46,31,354.62 @ 12% p.a. from date of suit till realisation.
- (iii) Refund as per rules.
- (iv) Suit disposed of in the above terms.

(A.K. MENON, J.)