

sg

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL SUIT NO.199 OF 2017

M/s. Shah Coal Pvt. Ltd.	...Plaintiff
VS	
M/s. Rai Ispat Pvt. Ltd.	...Defendant
Mr. Paras N. Vira, for the Plaintiff.	

.....
CORAM : S.C. GUPTE, J.

DATED : 11 APRIL, 2018

P.C. :

. The commercial suit seeks a decree in the sum of Rs.16.83 crores as per particulars of claim annexed as Exhibit 'H' to the plaint. The suit claim arises on a loan agreement witnessed by a memorandum of understanding dated 9 May 2013. The writ of summons has been duly served on the Defendant. An affidavit in proof of such service has been duly filed. Despite service, the Defendant neither appears nor files its written statement. In the premises, the suit is placed on board for ex-parte decree.

2. The Plaintiff's case is based on documents, certified copies of which have been produced. The originals are lying in the Court of Metropolitan Magistrate in a criminal proceeding filed under Section 138 for dishonour of cheques. The certified copies of certificates of bank, memorandum of understanding dated 9 May 2013, dishonoured cheques

and corresponding return memos as also the correspondence between the parties and the bank statement of the Plaintiff for the relevant period are produced by the Plaintiff. The documents are taken on record and marked as Exhibits 'P-1' to 'P-7', respectively.

3. Based on the documentary evidence tendered before the Court, the Plaintiff has made out a case for recovery of the suit claim, which is undefended.

4. Accordingly, there will be a decree as prayed for in the plaint.

(S.C. GUPTE, J.)