

SAS

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL SUIT NO.26 OF 2013

CHT (India) Pvt. Ltd.

..Plaintiff.

V/s.

The Rishabh Velveleen Ltd. & Ors.

..Defendants.

Mr.Mahesh J.Devani for the plaintiff.

None for defendants.

CORAM : N.J.JAMADAR, J.

DATE : DECEMBER 17, 2019

P.C. :-

Heard learned counsel for the plaintiff.

2. This is an undefended suit. By an order dated January 24, 2014, the Prothonotary and Senior Master noted the refusal on the part of the defendants to accept the service of writ of summons as the packets were returned with the postal remarks 'refused'. The refusal constituted good service. The affidavit of service dated December 31, 2013 was on record. The Prothonotary thus directed that the suit be transferred to the list of undefended suits.

3. The suit is based on sale and delivery of chemicals to the defendants. The plaintiff's witness Shashank Monohar Mathkar was examined on oath on November 28, 2019. The plaintiff has tendered the compilation of documents, at Exhibits

P1/2 to P1/9.

4. The sale and delivery of the chemicals is evidenced by the purchase orders placed by defendants, the invoices raised by the plaintiff and the lorry receipts. The plaintiff claims that the defendants owe a sum of Rs.2,52,86,000/-. The defendants had drawn 23 cheques for Rs.2,14,35,260/-. However, the same were returned unencashed on presentment. The plaintiff was constrained to lodge prosecution under section 138 of the Negotiable Instruments Act, 1886. The defendants have, however, paid an amount of Rs.34,50,381/- towards part payment of the price of the goods.

5. Thus, as the claim and evidence on oath led by the plaintiff have gone unchallenged, there is no other go but to decree the suit.

6. Hence the suit stand decreed in terms of prayer clauses (a) and (b).

Decree be drawn accordingly.

Decree be prepared and sealed expeditiously.

(N.J. JAMADAR, J.)