

Atul

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL SUMMARY SUIT NO. 104 OF 2018**

ABB India Ltd	...Plaintiff
<i>Versus</i>	
Flex Solutions	...Defendant

Mr Kedar Wagle, for the Plaintiff.

**CORAM: G.S. PATEL, J
DATED: 21st January 2019**

PC:-

1. The suit is filed by the ABB India Limited as a summary suit for recovery of Rs.93,63,340.58/-, and then interest at 18% per annum amounting to Rs.45,33,520/- on the outstanding invoices from the due dates till 28th February 2017, and further interest at 18% per annum on the principal sum of Rs.93,63,340.58/- from the due dates under the invoices till the date of the suit and thereafter.

2. The Writ of Summons having been issued, the Defendant was served and there is an Affidavit of Service dated 11th September 2018 which says that though the acknowledgement card is not being received back, the online status shows service of the Writ of

Summons on 5th March 2018. The Affidavit of Service is accepted. The Plaintiff is thus entitled to an *ex parte* decree.

3. The suit is for recovery of the amount due for the goods sold, supplied and delivered at the request of the Defendant. A compilation of documents tendered by the Plaintiff is taken on record and marked **Exhibit “P1” (collectively)** in evidence. The originals will be returned to the Plaintiff in accordance with Rule 306 of the Bombay High Court (Original Side) Rules.

4. Since the Defendants have failed to enter appearance, the Plaintiff is entitled to a decree under Order VII Rule 3(6)(a) of the Code of Civil Procedure 1908 (“**CPC**”).

5. The suit is decreed in terms of prayer clauses (a) and (b) with further interest as claimed from the date of suit till payment or realization.

6. This being a commercial suit in the Commercial Division, the Plaintiff is entitled to costs under Section 35 of the CPC as amended by the Commercial Courts Act. The Plaintiff has paid an amount of Rs.1,80,030/- as court fees. The Plaintiff is entitled to a refund of court fees in accordance with the Rules. The amount of court fees not refunded will be paid to the Plaintiff by the Defendant as costs. In addition, the Plaintiff will be entitled to an amount of Rs.2.50 lakhs as reasonable litigation costs, but without interest, from the Defendant.

7. Drawn up decree is expedited.
8. The Plaintiff is at liberty to proceed in execution without waiting for sealing of the decree.
9. The suit is disposed of in these terms.

(G. S. PATEL, J)