

SAS

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL SUIT NO.323 OF 2015

CHT (India) Pvt. Ltd.

..Plaintiff.

V/s.

M/s. Color Impex & 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 September 6, 2016, the Prothonotary and Senior Master noted that the defendants were served by way of substituted service. The affidavit of service dated April 22, 2016 was on record. Despite service, the defendants neither appeared nor filed written statement. 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 the defendants, the invoices raised by the plaintiff and the lorry receipts. The plaintiff claims that the defendants owe a sum of Rs.1,42,48,842.10. The defendants had drawn certain cheques. However, the same were returned unencashed on presentment. The plaintiff was constrained to lodge prosecutions under section 138 of the Negotiable Instruments Act. The defendants are thus liable to pay an amount of Rs.1,42,48,842.10.

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

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

Decree be drawn accordingly.

Decree be prepared and sealed expeditiously.

(N.J. JAMADAR, J.)