

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM SUMMARY SUIT NO. 810 OF 2018**

BVC Logistics Pvt Ltd

...Plaintiff

Versus

Sukanta Acharya

...Defendant

**Ms Aakanksha A, with Mr Rajeshwar N, i/b Jayakar & Partners, for
the Plaintiff.**

**CORAM: G.S. PATEL, J
DATED: 11th March 2019**

PC:-

1. The suit is listed for an ex parte decree. The claim against the sole Defendant is for a money decree in the amount of Rs.5,58,22,709.00. The Writ of Summons has been served and there is an Affidavit of Service dated 10th October 2018. I have noted some of these facts in my order of 3rd December 2018 and said that despite service the Defendant has not appeared. He has indeed previously refused service.

2. The compilation of documents and the Affidavit in lieu of examination-in-chief are taken on record. The documents of the Plaintiff are marked as Exhibit "P1" in evidence.

3. The claim arises thus. The Plaintiff is an international freight forwarding service provider. The Defendant is the sole proprietor of Navel Trans Logistics. It also provides international freight forwarding services. The Defendant used the services of the Plaintiff for the Defendant's cargo. The Plaintiff provided freight forwarding services to the Defendant's customers between December 2013 and April 2016. The Plaintiff invoiced the Defendant. Initially, the Defendant was regular in paying these bills but later started falling behind. The last such payment the Defendant made was in September 2016. According to the Plaintiff, the total amount due as on 31st May 2018 stood at Rs.5,58,22,709.00.

4. A little earlier on 11th June 2017 the Defendant acknowledged his liability in the amount of Rs.3,78,06,981.00 as on 30th September 2016 to the Plaintiff, along with interest at the rate of 15% per annum from the due dates of the invoices.

5. Hence this suit.

6. Having regard to these circumstances I am satisfied that there is no impediment to the grant of relief. The suit is decreed in favour of the Plaintiff in terms of prayer clause (a) in the amount of Rs.5,58,22,709.00 with interest at the rate of 15% from the due date of each invoice until payment or realisation.

7. Since this has been filed as a commercial suit in the Commercial Division the Plaintiff is also entitled to a decree in costs

under Section 35 of the Code of Civil Procedure 1908 (“CPC”) as amended by the Commercial Courts Act. In my view an amount of Rs.3.5 lakhs without interest is sufficient as a decree for costs and there will be a decree additionally in favour of the Plaintiff against the Defendant in this amount.

8. Decree to be drawn expeditiously. Liberty to the Plaintiff to move in execution without awaiting sealing of the decree.

9. In addition the Plaintiff is entitled to refund of Court fees in accordance with the Rules. The amount of costs is not to be reduced by the amount of refund obtained.

10. The commercial summary suit is disposed of in these terms.

11. The original documents are to be returned upon these being substituted with authenticated photocopies.

(G. S. PATEL, J)