

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 21.10.2019

CORAM

THE HONOURABLE MR.JUSTICE N.SATHISH KUMAR

C.S.No.167 of 2016

Metal's & Metal (Electric) Private Limited,
Rep.by its Managing Director,
Kantilal Jain.

... Plaintiff

Vs.

Prakash Chand Jain,
Proprietor of Sri Mahaveer Suppliers,
No.88A, Kamaraj Salai,
Chinnasekkadu,
Manali, Chennai – 600 058.

... Defendant

Plaint filed under Order VII Rule 1 C.P.C. read with Order IV
Rule 1 of the High Court Original Side Rules praying for:

(a) For a sum of Rs.1,27,13,410/- (Rupees One Crore Twenty Seven Lakhs Thirteen Thousand Four Hundred and Ten Only) with further interest @ 24% per annum on the Principal amount Rs.1,27,13,410/- (Rupees One Crore Twenty Seven Lakhs Thirteen Thousand Four Hundred and Ten Only) the date of this plaint till the date of realization.

(b) For the cost of the suit;

(c) pass such further or other orders as this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice.

For Plaintiff : M/s.R.Abdul Mubeen

J U D G M E N T

The suit has been filed for recovery of sum of Rs.1,27,13,410/- with interest @ 24% per annum on the principal amount Rs.1,27,13,410/-.

2. The plaintiff's case is that the plaintiff is a dealer of electric supply materials and other accessories and hardware goods. The defendant approached the plaintiff and requested to supply various materials to the defendant. The plaintiff had supplied various materials through the invoices raised in the name of defendant from 05.11.2013 to 19.02.2015 vide invoices No.33034 to 43315. Having received the goods, the defendant failed to pay the amount and despite the several request and reminders, amount has not been paid. Hence the suit.

3. The defendant was set ex-parte and the suit was directed to be placed before the learned Additional Master for recording ex-parte evidence. Before the learned Additional Master, on behalf of the plaintiff one Kanthilal Jain, was examined as P.W.1 and Exs.P1 to P23 were marked.

4. It has already been set out supra that as many as 23 exhibits, namely Exs.P1 to P23 have been marked and the details of the 23 exhibits are as follows:

Sl. No.	Exhibits	Description
1	Ex.P1	The original Invoice No.33034 dated 05.11.2013
2	Ex.P2	The original Invoice No.33370 dated 28.11.2013
3	Ex.3	The original Invoice No.33457 dated 06.12.2013
4	Ex.4	The original Invoice No.33634 dated 11.12.2013
5	Ex.5	The original Invoice No.33657 dated 13.12.2013
6	Ex.6	The original Invoice No.33775 dated 19.12.2013
7	Ex.7	The original Invoice No.34050 dated 04.01.2014
8	Ex.8	The original Invoice No.34101 dated 07.01.2014
9	Ex.9	The original Invoice No.34203 dated 17.01.2014
10	Ex.10	The original Invoice No.34395 dated 29.01.2014
11	Ex.11	The original Invoice No.334637 dated 11.02.2014
12	Ex.12	The original Invoice No.34666 dated 12.02.2014
13	Ex.13	The original Invoice No.34667 dated 12.02.2014
14	Ex.14	The original Invoice No.34716 dated 14.02.2014
15	Ex.15	The original Invoice No.34839 dated 20.02.2014
16	Ex.16	The original Invoice No.34905 dated 25.02.2014
17	Ex.17	The original Invoice No.35162 dated 11.03.2014
18	Ex.18	The original Invoice No.35284 dated 17.03.2014
19	Ex.19	The original Invoice No.35314 dated 18.03.2014
20	Ex.20	The original Invoice No.35314 dated 29.03.2014
21	Ex.21	The original Invoice No.43315 dated 19.02.2015
22	Ex.22	The printout of Ledger Account dated 01.04.2014 to 31.03.2015.
23	Ex.23	The printout of Bill-wise details dated 01.04.2015 to 13.04.2015.

N.SATHISH KUMAR,J.

5. Heard the learned counsel for the plaintiff and also gone through the averments in the plaint and the proof affidavit and also perused the Exs.P.1 and P.23.

6. On perusal of Exs.P1 to P21 invoices filed by the plaintiff, it indicates that the plaintiff has supplied various materials. Ex.P.22-Statement of Accounts, clearly indicates that closing balance is Rs.1,27,13,410/- which includes the amount covered under the invoices remaining unpaid. P.W.1 also spoken about the transaction, the evidence of the plaintiff remains unchallenged and the defendant is also not appeared to disprove the claim of the plaintiff. Therefore, the suit is decreed as prayed for with interest at the rate of 12% from the date of the suit till the date of realization. With costs.

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21.10.2019
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AT

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