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A. No.2487 of 2021
in
C.S. No.235 of 2021

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ABDUL QUDDHOSE, J.

The suit has been filed for the recovery of the sum of Rs.1,05,77,120/- together with interest and cost on account of non payment of the value of the goods sold and delivered by the applicant / plaintiff to the respondent /defendant.

2. The plaintiff has filed the invoices to prove that they have sold and delivered goods to the respondent/ defendant between 18.11.2016 and 17.12.2017. The total value of the goods supplied by the applicant / plaintiff is Rs.70,16,555/-. A reply has also been sent by the respondent/ defendant on 20.02.2018 which has also been filed along with the plaint confirms that the respondent/ defendant has acknowledged its liability to the plaintiff. As seen from the said reply, the respondent/ defendant has stated that the principal outstanding amount claimed by the applicant /plaintiff towards the value of the goods tallies with the Account Books of the respondent/ defendant.



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3. A legal notice was earlier issued by the applicant / plaintiff on 16.02.2018 for which the aforementioned reply was sent by the respondent/ defendant acknowledging its liability to the applicant / plaintiff.

4. In the suit, the plaintiff has claimed interest at the rate of 18% per annum for the delayed payment of the value of the goods supplied by the plaintiff. After giving due consideration to the pleadings as well as the documents, this Court by its earlier order dated 13.09.2021 directed the respondent/ defendant to furnish security to the extent of the claim amount i.e., Rs.1,05,77,120/-.

5. Notice was also ordered to the respondent/ defendant by this Court. Since the notice was not received, this Court had ordered for substituted service to serve the notice on the respondent / defendant by its earlier order dated 15.11.2021. As directed by this Court on 15.11.2021, the applicant/ plaintiff has also effected paper publication and an Affidavit of Service has also been filed to that effect enclosing the paper publication. Despite the paper publication, no one has entered appearance till date on behalf of the respondent/ defendant. The name of the respondent/ defendant is also printed in the cause list today. Despite a direction having been given by this Court on 13.09.2021 calling upon him to furnish security to the extent of



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claim amount, till date security has not been furnished by the respondent/ defendant. It is clear that the respondent / defendant is unable to pay the acknowledged debt and he may be indebted to various creditors. It is also possible that he may alienate / encumber the movables which are lying in his premises and morefully described in the schedule to the Judges Summons. The applicant / plaintiff has satisfied all the requirements under the Code of Civil Procedure for the grant of attachment.

6. In A.No.2487 of 2021, the applicant/ plaintiff has sought for attachment of movables belonging to the respondent / defendant lying in the premises of the respondent/ defendant. Since security has not been furnished till date and a case has been made out for grant of attachment, this Court orders attachment of the movables lying in the premises of the respondent/ defendant as prayed for in A. No.2487 of 2021. Accordingly, A.No.2487 of 2021 is allowed as prayed for.

02.12.2021

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