

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 23.01.2017

PRONOUNCED ON : 02.02.2017

CORAM

THE HON`BLE MR.JUSTICE N.SATHISH KUMAR

C.S.No.477 of 2013

Mrs.V.Latha
W/o.Venkatesh,
Prop. M/s.Preethi & Co.,
Old No.82/1, Seni Amman Koil Street,
Tondiarpet, Chennai – 600 081. .. Plaintiff

vs.

M.Anna Durai,
Prop. M/s.Sri Balaji Internation,
No.51/1, Acharappan Street,
Chennai – 600 001. .. Defendant

Civil Suit filed under Order IV Rule 1 of Original Side Rules 1956
read with Order VII Rule 1 CPC praying for the following judgment and
decree against the defendant.

a) Directing the defendant to pay a sum of Rs.33,61,065.50 to the
plaintiff;

b) Directing the defendant to pay interest @ 24% per annum on Rs.30,55,514/- from this date till the date of decree and thereafter at the same rate, till the date of payment and

c) costs of the suit;

For Plaintiff : R.V.Gayatri
for P.B.Balaji

For defendant : Ex-parte

J U D G M E N T

The suit is filed for recovery of a sum of Rs.33,61,065.40 along with interest at the rate of 24% per annum on the sum of Rs.30,55,514/- from the date of plaint till the date of realization and for costs.

The plaintiff is carrying on business. In the course of his business, the defendants placed orders for purchase of Urud Dal from the plaintiff on various dates to the tune of Rs.30,55,514/-. Towards the above purchase, the defendants have issued three cheques, the first cheque dated 08.05.2013, was presented and the same was dishonoured for the reason 'insufficient funds'. On intimation by the defendants, the defendant requested the plaintiff to present the cheque after few days. However, the second time also, the cheque was

dishonoured when presented for encashment. Even the third time also, it was dishonoured. Immediately, the plaintiff sent a legal notice dated 08.07.2013 to the defendant to pay the dishonoured cheque amount. In spite of the receipt of the notice, the defendant has not come forward to repay the amount. Hence the suit.

Though notice was served on the defendant long back, they have not chosen either to appear in person or through counsel. Therefore, he was set *ex parte* by this Court on 21.7.2014.

4. On the side of the plaintiff, husband of the plaintiff was examined himself as P.W.1 and Ex.P.1 to Ex.P.8 were marked.

Exhibits produced on the side of the plaintiff:

S.No.	Exhibits	Date	Description
1.	P-1	03.09.2014	Aurhoisation letter given to P.W.1 by the plaintiff
2.	P-2	01.02.2013	Original Invoice No.918
3.	P-3	08.02.2013	Original Invoice No.922
4.	P-4	20.02.2013	Original invoice No.930
5.	P-5	08.05.2013	Original returned cheque issued by the defendant along with bank endorsement

S.No.	Exhibits	Date	Description
6.	P-6	--	Original cheque issued by the defendant
7.	P-7	--	Original cheque issued by the defendant
8.	P-8	08.07.3024	Copy of the legal notice issued by the plaintiff to the defendant with postal acknowledgment card

Witnesses examined on the side of the plaintiffss:

P.W.1. - C.Venkatesh

5. Heard the learned counsel for the plaintiff and perused the records.

P.W.1 in his evidence has stated that the defendant has purchased Urud Dal on various dates to the tune of Rs.30,55,514/- and the cheque issued by the defendant was also dishonoured. Inspite of the legal notice, he failed to pay the amount. Ex.P.2 is the invoice dated 01.02.2013 for a sum of Rs.8,30,400/-. Ex.P.3 is the invoice dated 08.02.2013 for Rs.07,47,360/-. Ex.P.4 is the invoice dated 20.02.2013 for a sum of Rs.14,77,754/-. From the above invoices, it is clear that the defendant has purchased Urud Dal on various dates. Ex.P.5, cheque dated 08.05.2013 for a sum of Rs.8,30,400/- drawn on Standard Chartered Bank has been issued by the defendant to the plaintiff. Similarly, the undated cheque drawn in favour of the Plaintiff for a sum of R.7,47,360/- is marked as Ex.P.6. Ex.P.7 is another undated cheque for a sum of

Rs.16,06,252/- drawn on Standard Chartered Bank issued in favour of the plaintiff. The legal notice sent by the plaintiff is exhibited as Ex.P.8. The postal acknowledgment has also been filed.

The defendant remained absent and not contested the matter. The evidence of P.W.1 and the documents filed, particularly, the invoices, prove the purchase of Urud Dal for the said amount and the cheques issued by the defendant clearly establish the fact that defendant owe money to the plaintiff. Therefore, this Court hold from the evidence adduced by P.W.1 and the documents exhibited, that the plaintiff has proved his case.

Accordingly, the suit is decreed as prayed for with costs together with subsequent interest at the rate of 6% per annum from the date of suit till the date of realization.

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Index : Yes/No
Internet : Yes/No

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N.SATHISH KUMAR, J

VRC

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