IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE
COMMERCIAL DIVISION

Present:
The Hon'ble Justice Sugato Majumdar

In CS-COM/154/2024

GREAVES COTTON LTD
Vs
REHANI DISTRIBUTORS PVT LTD

For the Plaintiff	:	Mr. Rajarshi Dutta, Adv. Mr. Sarbajit Mukherjee, Adv. Mr. Sayak Ranjan Ganguly, Adv. Ms. Srijani Ghosh, Adv. Ms. Indrani Majumdar, Adv.
Hearing concluded on	:	02/12/2024
Judgment on	**:**	**20/12/2024**

Sugato Majumdar, J.:

This is a suit for recovery of price of goods sold.

The Plaintiff is a limited company registered under the Companies Act 1956, having its registered office at J-2 MIDC. Industrial Area, Chikalthana, Aurangabad, Maharashtra. The Plaintiff, *inter alia,* is engaged in the business of design, research and development, manufacturing, sale and life-cycle support of automotive engines and vehicles. The Plaintiff has also office at Sector-V, Salt Lake City, Kolkata-700091, outside the jurisdiction of this Court.

The Defendant is engaged in the business of sale of pump sets. The Defendant is a private company, registered under the Companies' Act 1956, having registered office at 10, Biplabi Rash Behari Road, Kolkata-700001 within jurisdiction of this Court.

The Defendant approached and represented the Plaintiff that it was the largest whole-sellers and distributors of pump sets in the states of Bihar and Jharkhand and followed the policy of swift payment upon receiving the supplied goods. On representation of the Defendant, the Plaintiff entered into business transactions with the Defendant for sale of pump sets. Discussions, deliberations and agreements were entered into in the office off the Defendant at 10, Biplabi Rash Behari Road, Kolkata – 700001, within jurisdiction of this Court. Among other terms, it was agreed upon that the Defendant would make payment of the amount mentioned in the invoices within one month of delivery of goods. In case the Defendant defaults in making payments within the stipulated time, the Defendant would be liable to pay interest at a rate of 24% per annum.

Pursuant to the agreement the Plaintiff supplied and sold goods to the Defendant. The Defendant made part payment of Rs.21,51,10,904.57p. Part payments were made by the Defendant from its office at 10, Biplabi Rash Behari Bose Road, Kolkata – 700001 within jurisdiction of this Court.

The Defendant received goods without demur or protest, made part payment as aforesaid, keeping a sum of Rs.5,67,91,459.89p outstanding as detailed below:

i. Opening balance as on 01/01/2015 : Rs.94,478,138.66p

ii. Add: Total amount of invoices raised
During the period 01/01/2015 – 31/03/2017 : Rs.176,466,225.80p

iii.	Less: Collection received during the period (net off cheque bounce) from 01/01/2015 – 31/03/2017	: Rs.215,110,904.57p
iv.	Add: Debit note against cheque bounce	: Rs.8,000.00p
v.	Less: Credit Note	: Rs.50,000.00p
vi.	Wrong collection entry passed earlier no Reversed	: Rs.10,00,000.00p
vii.	Closing balance	: Rs.5,67,91,459.89p

The Plaintiff claims interest at a rate of 24% per annum.

In spite of repeated persuasions, the Defendant neglected and failed to make payment of outstanding amount. Hence, the Plaintiff instituted the suit praying for recovery of the sum of Rs.5,67,91,459.89p with interest at a rate of 24% per annum.

Since the Defendant did not contest the suit by filing written statement, the suit becomes undefended.

The Plaintiff adduced oral as well as documentary evidences. Documentary evidences were exhibited and marked variously.

The Plaintiff adduced as documentary evidences, challans, and invoices evidencing supply of goods. Ext. E is the acknowledgement of debt of a sum of Rs.5,72,03,030.75p. This acknowledgement was made on behalf of the Defendant. It was acknowledged that the said sum of money was due as on 31/12/2015. Acknowledgment was made on 05/01/2016. The Plaintiff adduced statement of accounts from 01/01/2015 to 31/03/2017 which is marked as Ext.A. Statement of accounts shows that payment was made partly on 02/08/2016, details of which are given therein. This payment extended the time of limitation for another three years. The plaint was filed on 19/07/2019.

Documentary evidences produced in original which are unchallenged and in particular Ext.C Series, being tax invoices shows that there were transactions between the parties for consideration. Ext.A, being the statement of accounts proved the outstanding amount of money. Evidences are unchallenged. Therefore, this Court comes to the conclusion that the Plaintiff is able to establish his case and is entitled to a decree of Rs.5,67,91,459.89p with interest at a rate of 10% per annum from the date of institution from the suit.

In nutshell, the instant suit is allowed as undefended.

It is ordered that the Plaintiff do get a money decree for Rs.5,67,91,459.89p with interest at a rate of 10% per annum from the date of institution of the suit namely 19/07/2019. The Defendant shall pay the amount within three months from the date of the decree. In case of default, the Defendant shall liable to pay additional interest at a rate of 4% per annum from the date of such default. If the decree remains unsatisfied within the said period of three months, the Plaintiff shall be at liberty to put the decree in execution.

The instant suit stands disposed of.

Let the decree be drawn up.

(Sugato Majumdar, J.)