

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

Present:

The Hon'ble Justice Sugato Majumdar

CS-COM/721/2024
[OLD NO CS/240/2011]

SRI RANJIT NAHATA
VS
SERVE & VALLEY OUTDOOR ADVERTISING PVT. LTD.

For the Plaintiff : Mr. Debdut Mukherjee, Adv.
Mr. Gaurab Kumar Das, Adv.
Mr. Mukesh Kumar Gupta, Adv.
Mr. A.B. Dutta, Adv.

Hearing concluded on : 27/08/2024

Judgment on : 29/08/2024

Sugato Majumdar, J.:

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

The Plaintiff is the sole proprietor of the proprietorship concern of the name and style of M/S Gotam Textile & Electrical, carrying on business at 32, Ezra Street, Kolkata – 7001, within jurisdiction of this Court. The Defendant is a private limited company, registered under the Companies' Act, 1956 carrying on business of supplying various electrical components and items for rendering advertisement

services to its' clients. The Defendant has its office at 5/2, Russel Street, Kolkata, now at Room No.231, Karnani Manson, 25A, Park Street, Kolkata, within jurisdiction of this Court.

The Defendant approached the Plaintiff, sometime in the month of May, 2008, at Ezra, Street, Kolkata and expressed willingness to purchase from the Plaintiff diverse electrical equipment for its business purpose. The Plaintiff agreed upon. There was oral agreement between the parties that the Plaintiff would supply of diverse electrical equipment and components to the Defendant for advertisement business. It was agreed upon that the Plaintiff should, on demand from the Defendant, sale and supply the goods and the Defendant at such place and time, as the Defendant would require and order. It was also agreed upon that the Defendant shall make payments against such goods in time. In case of failure of the Defendant to pay price of the goods in time, the Defendant would be liable to pay interest at a rate of 24% per annum. Accounts between the parties were running and continuous. Subsequently, between the months of May, 2008 and April, 2010, sale and supply of goods were made by the Plaintiff to the Defendant whereas the later made an aggregate payment of Rs.9,03,234/- on account of such sale and supply. Last payment was made by the Defendant by cheque no. 144937 dated 05/04/2010 drawn on Dhanalakshmi Bank, containing a sum of Rs.51,304/-, leaving a sum of Rs.11,87,908/- due owe and payable. In spite of repeated demands, outstanding amount has not been paid by the Defendant. Outstanding amount, at the date of presentation of the plaint was:

Principal amount	: Rs. 11,87,908/-
Interest at a rate of 24% per annum on and from 30/06/2011.	: Rs.2,87,077.77p
Total	: Rs.14,74,985.77p

On being constrained, the Plaintiff instituted the instant suit praying for, *inter alia*, recovery of the outstanding amount, as aforesaid.

The Defendant did not appear to contest the suit, as appears from the report of the Registry, in spite of service of writ of summons. The suit became undefended.

The Plaintiff's witness examined himself, produced evidence-on-affidavit. The Plaintiff also adduced documentary evidences which were admitted in evidence and marked accordingly.

P.W.1 testified oral agreement between the parties. P.W.1 identified various documentary evidences adduced. Ext. A series contain challans and invoices evidencing delivery of goods to the Defendant in the year 2008. Ext. B, collectively, is the statement of bank account of the Plaintiff's concern maintained in Corporation Bank, Armenian Street Branch which bears testimony of payments made by the Defendant starting from 02/08/2008. The last payment was made on 30/04/2009. The suit was presented on 28/09/2011.

Unchallenged testimonies adduced on behalf of the Plaintiff establish that there was an agreement between the parties herein followed by sale, supply and delivery of goods. Payments, from time to time, were made by the Defendant,

leaving an amount of Rs.11,87,908/- outstanding and payable as principal sum, being the price of goods. Therefore, the Plaintiff is entitled to a decree for recovery of the principal sum of money along with interest. In absence of any written document, this Court, however, is not willing to impose interest at a rate of 24% per annum.

Hence, it is ordered that the Plaintiff do get a decree of Rs.11,87,908/- along with interest at a rate of 12% per annum on and from 30/06/2011 till realization.

Let the decree be drawn up.

The instant suit is disposed of along with pending application, if any.

(Sugato Majumdar, J.)