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C.S. (Com.Div).No.67 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.06.2024

CORAM

THE HON'BLE MR. JUSTICE P.VELMURUGAN

C.S. (Com.Div).No.67 of 2023

M/s.Ansari Estate Private Limited,
Represented by its Authorised Signatory
Mr.Vimal V.L.
Having office at No.2A,
Ponnamman Kovil Street,
Egmore, Chennai - 600 008.

... Plaintiff

Vs.

Anantha Krishnan,
Proprietor,
Hainan Michang International Trade Co. Limited,
No.C4, Me Heavens Apartments,
Dutt Compound Mankavu,
Kozhikode, Kerala - 673 007.

... Defendant

PRAYER: The Complaint filed under Order VII Rule 1 of C.P.C., read with Order IV Rule 1 of Original Side Rules of this Court and numbered as C.S.(Comm Div) No.67 of 2023 praying for judgment and decree against the defendant, as follows:

(a) to direct the defendant to pay a sum of Rs.1,07,34,430/- to the plaintiff together with the interest @ 18 % p.a. of the principal amount Rs.1,07,34,430/- from the date of filing of this suit to till the date of realization; and



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C.S. (Com.Div).No.67 of 2023

(b) For the Costs of the suit

For Plaintiff : Mr.Vijayan Subramanian

Defendant : Set exparte on 21.02.2024

J U D G M E N T

The suit has been filed by the plaintiff seeking to direct the defendant to pay a sum of Rs.1,07,34,430/- to the plaintiff together with the interest @ 18 % p.a. of the principal amount Rs.1,07,34,430/- from the date of filing of this suit to till the date of realization;

2. Brief facts/averments made in the plaint are as follows:

The plaintiff Company has been carrying the business of Export and Import of vegetables since 2015. The plaintiff and the defendant entered into a Sales Contract dated 12.09.2017. As per the contract, the plaintiff has procured the coconuts from one Mr.Kelapa Utama Jaya Makmur from Indonesia and he supplied the same to the defendant, vide



C.S. (Com.Div).No.67 of 2023

WEB COPY

bill of lading dated 24/12/2017, amounting to Rs.2,57,30,180/-. The defendant had also acknowledged the same and though the defendant made payment towards the supply of coconuts to the tune of Rs.1,49,95,750/-, he has not paid the balance amount to the plaintiff. Though several requests made by the plaintiff to the defendant towards the balance amount, the defendant did not respond. Hence the suit.

3. The defendant had already been set ex-parte by this Court on 21.02.2024. The defendant has not chosen to challenge the litigation/averments made in the plaint. Proof affidavit of the plaintiff has also not challenged by the defendant. Ex-parte evidence has been recorded on behalf of the plaintiff-Company. In order to prove the case of the plaintiff, the authorised signatory of the plaintiff was examined as PW1. He has also filed the proof affidavit reiterating the contents of the plaint filed in support of their claim. Through PW1, eight documents have been marked as Exs.P1 to P8.



C.S. (Com.Div).No.67 of 2023

WEB COPY

4. The plaintiff has filed the proof affidavit for oral evidence and also marked eight documents Exs.P1 to P8. Ex.P1 is the photocopy of the Sales Contract between the plaintiff and the defendant and Mr.Kelpa Utama Jaya Makmur dated 12.09.2017. Ex.P2 is the photocopy of the Bill of landing in favour of the defendant dated 24.12.2017. Ex.P3 is the photocopy of the letter sent by the defendant to South Indian Bank, Industrial Finance Branch, Chennai dated 08.03.2018. Ex.P4 is the Printout of the email communication sent by the plaintiff to the defendant dated 19.06.2018. Ex.P5 is the printout of the reply email communication sent by the defendant to the plaintiff dated 19.06.2018. Ex.P6 is the photocopy of the Criminal Complaint given to Central Crime Branch by the plaintiff dated 06.03.2020. Ex.P7 is the photocopy of the letter sent by the Inspector of Central Crime Branch to the plaintiff dated 27.08.2020. Ex.P8 is the Original Board resolution of the plaintiff dated 18.01.2023.



C.S. (Com.Div).No.67 of 2023

WEB COPY

5. Upon hearing the learned counsel for the plaintiff and on a perusal of the averments made in the plaint and proof affidavit filed by P.W.1 and also the documentary evidence marked on the side of the plaintiff, this Court finds that the plaintiff has proved his claim. Therefore, the plaintiff is entitled for the relief as sought for in the plaint.

6. In view of the same, the Civil Suit is decreed with costs. Consequently, connected application is closed.

27.06.2024

(1/2)

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Plaintiff's witness: P.W.1 – Mr.Vimal. V.L

Defendants' witness: Nil

Documents exhibited by the plaintiff:



C.S. (Com.Div).No.67 of 2023

SNo	Exhibit	Date	Description of the document
1	Ex.P1	12.09.2017	Photocopy of the Sales Contract between the plaintiff and the defendant and Mr.Kelpa Utama Jaya Makmur dated 12.09.2017
2	Ex.P2	24.12.2017	Photocopy of the Bill of landing in favour of the defendant dated 24.12.2017
3	Ex.P3	08.03.2018	Photocopy of the letter sent by the defendant to South Indian Bank, Industrial Finance Branch, Chennai dated 08.03.2018
4	Ex.P4	19.06.2018	Printout of the email communication sent by the plaintiff to the defendant dated 19.06.2018
5	Ex.P5	19.06.2018	Printout of the reply email communication sent by the defendant to the plaintiff dated 19.06.2018
6	Ex.P6	06.03.2020	Photocopy of the Criminal Complaint given to Central Crime Branch by the plaintiff dated 06.03.2020
7	Ex.P7	27.08.2020	Photocopy of the letter sent by the Inspector of Central Crime Branch to the plaintiff dated 27.08.2020
8	Ex.P8	18.01.2023	Original Board resolution of the plaintiff dated 18.01.2023

Documents exhibited by the Defendant: Nil

27.06.2024
(2/2)



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C.S. (Com.Div).No.67 of 2023

P.VELMURUGAN, J.

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C.S. (Com.Div).No.67 of 2023

27.06.2024