



2024:DHC:5235



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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Reserved on: 24th May, 2024

Pronounced on: 10th July, 2024

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CS(COMM) 533/2020 & I.A. 11352/2020

M/S COMBITIC GLOBAL CAPLET PVT. LTD.,

(a Private Limited Company,
Incorporated under the Companies Act, 2013,
through its authorized Sh. Shashank Garg,
S/o Sh. Pavel Garg, R/o H.No.32,
Sector-15, Sonapat, Haryana-131001
who is duly authorized on behalf of company,
vide Resolution dated 01/09/2020)

Regd. Office:- 2027/7, Chuna Mandi, Paharganj, New Delhi-110055

Also at:- M-15, D-2 & D-3, Industrial Area, Sonapat.Plaintiff

Through: Mr. Vikasdeep, Advocate.

versus

Sh. Suraj Chauhan,

S/o Sh. Shiv Raj Chauhan,

Working under name & style

M/s Buying Overseas, A proprietorship firm,

Service to be effected through e-mail at suraj@vaklabs.com,

asadpore@yahoo.com and buyingoverseas@hotmail.com

R/o G-14, Anand Niketan,

New Delhi-110021

Having Regd. Office:

Sh. Suraj Chauhan

Proprietor M/s Buying Overseas,

1, Wood Villa Farms,

2nd Avenue Bandh Road,



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Chandan Hulla, Chattarpur,
New Delhi-110074

Work Address

Sh. Suraj Chauhan,
Proprietor M/s Buying Overseas,
Gali No.1, Part-1, Om Nagar,
Sugar Mill Bypass,
Sonapat, Haryana-131001

.....Defendant

Through: *Ex- parte.*

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. The plaintiff has filed a Suit for Recovery of Rs. 2,29,77,798/- along with *pendente lite* and future interest and costs.
2. Briefly stated, the plaintiff Company, which is in the business of manufacturing and export of health products and medicines, was approached by the defendant, the proprietorship concern of Mr. Suraj Chauhan for purchase of medicines against Invoices on regular basis, on 30 days credit basis. It was agreed that the defendant shall make an “on account payment” in the regular course. The plaintiff maintained a running computerised ledger account of the purchases and the amounts paid by the defendant.
3. The plaintiff has submitted that the he details of medicines purchased by the defendant against the Invoices are as under:-



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Sr. No.	Invoice No.	Date of Invoice	Amount (INR)
1.	EXP-2018-19/129	04/06/2018	46,29,825/-
2.	EXP-2018-19/210	04/07/2018	43,30,235/-
3.	EXP-2018-19/367	07/08/2018	48,56,383/-
4.	EXP-2018-19/400	13/08/2018	31,44,237/-
5.	EXP-2018-19/426	18/08/2018	4,82,082/-
6.	EXP-2018-19/555	17/09/2018	37,16,039/-
	TOTAL PURCHASE		2,11,58,801/-

4. The total value of the medicines supplied to the defendant, was *Rs.2,11,58,801/-, during the period of three months from 04.06.2018 till 17.09.2018.*

5. The defendant made payments on various dates through bank transfer as under:-

Sr. No.	Amount (INR)	Mode	Date
a.	Rs.5,00,000/-	Bank Transfer	17/07/2018
b.	Rs.7,00,000/-	Bank Transfer	23/07/2018
c.	Rs.11,00,000/-	Bank Transfer	10/08/2018
d.	Rs.5,00,000/-	Bank Transfer	05/04/2019

6. Thus, *a total sum of Rs. 28,00,000/- was paid on behalf of the defendant towards the medicines purchased by it.*

7. The plaintiff has further submitted that after adjustment of the amount that has been paid, *a total sum of Rs.1,73,58,801/- remains to be paid.* It is



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further explained that for this amount, nine cheques, the details of which are as under, were issued by the defendant, though all were dishonoured, for which the plaintiff has already filed complaint under Section 138 of the Negotiable Instrument Act.

S. No.	Invoice No.	Date of Invoice	Amount (INR)
a.	37836	15/01/2019	10,00,000/-
b.	37845	05/02/2019	25,00,000/-
c.	37846	08/02/2019	25,00,000/-
d.	37847	10/02/2019	25,00,000/-
e.	37848	15/02/2019	20,00,000/-
f.	37853	18/02/2019	20,00,000/-
g.	37850	20/02/2019	28,53,801/-
h.	37851	25/02/2019	20,00,000/-
i.	37852	26/02/2019	20,00,000/-

8. The plaintiff has thus claimed the sum of Rs.1,73,58,801/- with the pre- institution interest @18%, total amount coming to Rs.2,29,77,798/- as on 30.09.2020 along with *pendente lite* and future interest @18% per annum.

9. The defendant was duly served on 14.01.2022 and was represented through counsel but failed to file any Written Statement. The right to file the Written Statement was closed *vide* Order dated 05.09.2022. Subsequently, none appeared on behalf of the defendant and was proceeded *ex-parte* on 16.12.2022.



10. The plaintiff in support of his case examined himself as **PW-1**, who in his Affidavit of evidence **Ex.PW-1/A** deposed on similar lines as the contents of the Plaint and proved the documents **Ex. PW-1/1 to Ex. PW-1/19** in support thereof.

11. **Submissions heard and the record perused.**

12. The unchallenged and undisputed testimony of the plaintiff proves that the defendant had purchased the medicines worth Rs. 2,11,58,801/- against the six Invoices issued between 04.06.2018 to 17.09.2018, which are exhibited as **Ex. PW-1/4 to PW-1/9**. PW-1 has further deposed that while the sum of Rs. 28,00,000/- had been received through bank transfers between 17.07.2018 to 05.04.2019 but the nine cheques **Ex. PW-1/11 to PW-1/19** totalling to Rs.1,73,58,801/-, issued between 15.01.2019 to 26.02.2019, have been dishonoured. This is further corroborated by the Ledger Account of the plaintiff, which is **Ex. PW-1/10**.

13. The unrebutted and unchallenged oral testimony of PW-1 **Sh. Suraj Chauhan, the plaintiff** which is fully corroborated by the documents, proves that a sum of Rs.1,73,58,801/-, is due and payable towards the medicines purchased by the defendant and thus, the plaintiff is entitled to this amount.

14. The plaintiff has further deposed that he is entitled to 18% p.a. interest on the said amount from 16.10.2018 till 30.09.2020, which comes to Rs. 61,18,997/-. However, there is no cogent explanation given on behalf of the plaintiff, for claiming interest @18% p.a. Considering that it is a business transaction, it is held that the plaintiff is entitled to interest @ 9% p.a. from the date the amount became due i.e. from 16.10.2018, till the date of payment.



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15. RELIEF

The Suit of the plaintiff is, therefore, decreed in the sum of Rs. 1,73,58,801/- along with the interest @9% p.a. from 16.10.2018 till the date of payment. The Suit of the plaintiff is accordingly decreed. The parties to bear their own costs.

16. The decree sheet be prepared accordingly.

**(NEENA BANSAL KRISHNA)
JUDGE**

JULY 10, 2024/RS