



2024:DHC:5515

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

Reserved on: 2nd May, 2024
Pronounced on: 24th July, 2024

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CS(COMM) 839/2018**SHENZHEN JINSHUNYI ELECTRONIC CO. LTD.**

A15 East District,
Guanlong Industry Xilim,
Shenzhen, Guangdong,
China – 518055

Through authorised representative
Mr. Nihit Verma
C-110, Okhla Phase - II.
New Delhi-110020

.... Plaintiff

Through: Mr. Kapil Wadhwa & Ms. Vasanthi
Hariharan, Advocates.

versus

PRASHA TECHNOLOGIES LIMITED

162, Sector-5,
IMT Manesar, Gurgaon.
Haryana -122050

.....Defendant

Through: Mr. J.H. Jafri, Mr. Baasir Aziz and
Ms. Garima, Advocates.

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 this suit for recovery of USD 210,287.85

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(Rs.1,37,05,005.93) along with interest and damages against the defendant.

2. The Plaintiff is a Company incorporated under the laws of China, registered and established since 1995, with a registered capital of 15 million Yuan. The plaintiff is based in China and has no offices in India. Mr. Nihit Verma is the Authorized Representative and is duly competent and authorized to sign and verify the pleadings on behalf of the plaintiff Company. It is submitted that plaintiff is a manufacturer, professional developer and producer of electronic equipment, manufacture and sales of LV reactors and transformers. It has specialized in producing various types of electronic transformers/chokes, switching power supply transformers, reactors, single-phase/ three-phase transformers and chokes used for UPS, EPS, wind/solar inverters and welding machines.

3. The defendant is a Company incorporated under the Indian laws and is engaged in the business of manufacturing components and assemblies for electronic and telecommunication industries.

4. In May, 2013 Eaton Corporation (Eaton) approached the plaintiff with an offer to purchase certain categories of chokes for their Indian operations. The Eaton represented that the said chokes would be procured through Eaton's contract manufacturer i.e. the defendant for a new series of UPS intended to be manufactured in India.

5. The plaintiff and defendant thus, decided that the defendant would raise formal Purchase Orders indicating the quantity and the specifications of chokes intended to be purchased by the defendant, in furtherance of which the goods would be delivered by the plaintiff. The plaintiff thus, agreed to enter into a business arrangement with the defendant qua sale and supply of Chokes of various descriptions.



6. The plaintiff has asserted that it entered into six such transactions of sale and purchase of chokes with the plaintiff. The defendant made payments only with respect to two transactions and defaulted in respect of the other transactions. The details of all the transactions are as below:

Sr. No.	Purchase Order	Commercial Invoice	Bill of Lading	Payment Status
1.	13-14/PO/0841	SZJSY-20131203	OLG/NDL 30201	Unpaid
2.	13-14/PO/0841	SZJSY-20140302	Bill of Lading	Unpaid
3.	13-14/PO/1119	SZJSY-20140301	HKGNDH140300002	Unpaid
4.	13-14/PO/1533	SZJSY-20140501	WOLOH2014050056	Unpaid
5.	13-14/PO/0750 13-14/PO/0752	SZJSY-20131101 SZJSY-20131201	OLGNVS13110018	Paid
6.	13-14/PO/1120	SZJSY-20140302	HKGNDH140300004	Unpaid
7.	13-14/PO/0261	SZJSY-20130601		Paid
8.	13-14/PO/1014	SZJSY-20140104		Paid

7. It is claimed that the plaintiff diligently performed its part of the Agreement by timely delivery of the goods of the quality and quantity detailed in the Purchase Orders. Upon receipt of the Purchase Order, the plaintiff issued an Invoice and delivered the goods to the defendant. However, no payments have been received for the goods delivered to the defendant from December 2013 to June 2014. The defendant made payment



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with respect to two transactions in June 2014. The details of the transactions for which no payment has been made are as under:

Sr. No.	Purchase Order	Commercial Invoice No.	Date of Invoice	Transaction amount (in USD)
1.	13-4/PO/0841	SZJSY- 20131203	30.12.2013	53,201.66
2.	314/PO/1119	SZJSY-20140301	05.03.2014	61,175.35
3.	13-4/PO/0841 13-4/PO/1120	SZJSY-20140302	09.03.2014	74,743.28
4.	13-4/PO/1553	SZJSY-20140501	12.05.2014	21,167.56
Total (USD)				210,287.85/-

8. The plaintiff approached the defendant through email for the balance payment to which a reply was given by the defendant seeking details of the transactions against which the payments were due. The plaintiff duly replied and furnished the requisite details. Again, the plaintiff sent an email in November, 2015 enquiring about the status of due payments but did not receive any positive response from the defendant. The plaintiff approached Eaton which then contacted the defendant, but defendant even avoided Eaton about the status of the payment and gave unjustifiable reasons that due to the Finance Manager being on leave, the defendant is not able to make the payment as scheduled.

9. As a measure of abundant caution, the plaintiff visited the defendant in India and a Meeting was held in the office of the defendant in India. During the Meeting, the defendant informed that because of some technical problems the remaining payments could not be processed by the bank, but



gave an assurance that the payments would be processed within four weeks from the date of failure of transactions. The defendant also informed that because its Finance Manager was on leave, they could not update the plaintiff about the status of the payments.

10. It is claimed that during the Meeting in December 2015, the defendant clearly and unequivocally admitted its liability qua the four Invoices. Shri Sanjiv Gupta, representative of the defendant, signed a letter and Minutes of the Meetings acknowledging that the payments that were due to the plaintiff.

11. Thereafter, the plaintiff again contacted the defendant through emails, but the similar response was given that the Finance Manager had not returned. At least four enquiry emails were sent between December 2015 to February 2016, but to no avail.

12. Eventually, the plaintiff was constrained to give a legal Notice dated 26.05.2017 demanding the outstanding payments. However, the defendant in its Reply dated 05.07.2017 blatantly denied its liability qua the pending Invoices and tried to wriggle out of the obligation by claiming that the plaintiff's claim were *time barred*.

13. The plaintiff has thus, filed the present suit for recovery of Rs.1,37,05,205.93 along with 24% interest per annum and costs.

14. *The defendant in its Written Statement* admitted the entire transactions and the understanding between the parties that they would raise a formal Purchase Order indicating the quantity and the specifications of the Chokes intended to be purchased by it and thereafter, the plaintiff would deliver the goods to the defendant.

15. The defendant has asserted that while the initial Orders were supplied according to the specifications, but by the end of the year 2013 the plaintiff



started making frivolous and vague excuses of delay in dispatching the ordered goods in time. E-mail correspondences took place between the parties wherein time and again the defendant followed up with the plaintiff in regard to the status of the shipments.

16. The unprofessional approach of the plaintiff was once again encountered by the defendant when instead of dispatching the entire ordered shipment at once, the plaintiff unilaterally decided to dispatch only three orders at once. When the defendant demanded an appropriate justification for such unilateral alteration in the Order, the plaintiff came up with an unwarranted and frivolous excuse that entire shipment cannot be sent at once due to weight limitations in the shipment. It is claimed that because of the aforesaid conduct of the plaintiff, defendant had to incur additional cost by adjusting all the operations due to non-supply of material on time. However, envisaging a long-term business relationship between the parties, the defendant did not raise any written objections in view of the verbal and written commitments and representations from the plaintiff.

17. It is further claimed that even on delayed date of arrival of the shipment, the goods were not released to the defendant as some local charges had not been paid by the plaintiff. The defendant had to wait till the next month i.e. January, 2014 for the shipment to get released by the Authorities leading to an additional cost by the defendant. Such unethical and unprofessional conduct of the plaintiff is also evident from the email correspondences between the parties.

18. The defendant has explained that at the time of issuing Purchase Orders to the plaintiff, the defendant had also issued Purchase Orders qua purchase of different raw material from other vendors. Because of the delay



caused by the plaintiff in supplying the ordered material, the plaintiff had to halt the production and hence, incur additional cost leading not only to idling of labour but also delay in making payment to other vendors who had supplied their respective products on time. The defendant on account of delay was constrained to store and secure the other raw material in separate warehouse which further accumulated the losses already being incurred by the defendant.

19. The defendant has further claimed that the goods supplied by the plaintiff were not up to the mark and satisfaction of the defendant. The supplied electrical Chokes failed to function adequately during the process of Testing and assembling. Therefore, the end products could not be manufactured. *The defendant had to reject the entire consignment because of the standard of quality being maintained by the defendant.*

20. The plaintiff was informed about the said defects orally over various telecons and meetings that were held between the officials of the parties. No formal complaints were made on the request of Mr. Jimi who said that making such complaints would hurt his reputation and standing in the Company. Believing his words in good faith and appreciating the assurance that he would look into the matter, the defendant did not make any formal complaints.

21. It is further claimed that the plaintiff conceded to its fault in supplying defective and sub-standard goods and assured the defendant that the Invoices against the said defective and sub-standard goods, shall be waived and defendant shall make payment only in respect of the Invoices about which there were no dispute, and that defendant shall not raise any type of claim for damages or compensation with regard to defective and sub-



standard goods.

22. The defendant has explained that the payments have been made to the plaintiff against the correct Invoices which are as under:

Sr. No.	Invoices No.	Payment
1.	SZJSY-20130601	INR 11,22,923/-
2.	SZJSY-20131201	INR 19,14,048/-
3.	SZJSY-20131101	INR 30,27,981/-
4.	SZJSY-20140104	INR 40,87,581/-

23. In addition to the aforesaid, the defendant has also remitted Rs. 58,318 and Rs.1,34,344/- towards the differential arising out of the fluctuating exchange rate of USD to INR. *The defendant has thus, asserted that there is no outstanding amount to be paid to the plaintiff.*

24. Moreover, the plaintiff has failed to file any ledger account or any Statement of Account to determine the alleged outstanding payable by the defendant against the Invoices in dispute. The plaintiff has also concealed that it was maintaining a running account of the defendant and the account had been finally settled.

25. The defendant has taken *an additional plea* that the claim of the plaintiff is *barred by limitation* and is an afterthought, made with a sole objective of unlawful gain by causing unlawful loss to the defendant. It is claimed that the alleged letter dated 01.12.2015 along with the Minutes of Meeting dated 24.11.2015, are completely forged and fabricated by the plaintiff. The said Minutes of Meeting are neither on the letter head of the defendant nor they have been signed and stamped by any of the Authorized Representative of the defendant, which exemplifies that these documents are



forged, bogus and manufactured by the plaintiff. The alleged acknowledgement of alleged debt on behalf of the defendant is wholly based on fraudulent premise formulated by the plaintiff.

26. *The suit is, therefore, liable to be dismissed.*

27. **The plaintiff in the replication** has reaffirmed its assertions made in the plaint and denied the allegations made in the Written Statement.

28. **The Issues on the pleadings were framed on 17.12.2018 as under:**

(i) Whether the suit is barred by limitation? OPD

(ii) Whether the plaintiff is entitled to recovery of sum of US Dollars 210287.85, along with interest? OPP

(iii) Whether the payment is not liable to be made as the goods supplied by the plaintiff were not of the standard of quality maintained by the defendant? OPD

(iv) Relief.

29. The plaintiff in support of its case examined **PW1** Mr. Jianmin 'Jimi' Yang who tendered his affidavit of evidence **PW 1/A** and relied upon the documents **Ex. PW 1/1 to PW 1/7** and the admitted documents are **Ex. P1 to P10**.

30. The defendant examined **DW1** Mr. Mahesh Kohli Authorized Representative of the defendant tendered is affidavit of evidence as **Ex. DW1/A**.

31. **DW2** Mr. Sharad Kapoor tendered his affidavit of evidence as **Ex. DW2/A**.

32. There are no DW3 and DW4.

33. **DW5** Mr. Veerpal Singh Rathore is the Assistant Manager (Imports and material section) of the defendant Company who tendered his evidence



by way of affidavit as **Ex. DW5/A**.

34. **DW6** Mohd. Hamid is the Manager, Finance Department of defendant Company who tendered his evidence by way of affidavit **Ex. DW6/A**.

35. The written submissions have been filed by the plaintiff as well as defendant and have also made oral submissions which are on similar lines as the pleadings and their evidence.

36. Reliance has been placed by the plaintiff on various judgements:

(a) Images Consumer Media Pvt. Ltd. v Horse Shoe Retail Holding Pvt. Ltd., 2018 SCC Online Del 11969

(b) Food Corporation of India v Assam State Cooperative Marketing and Consumer Federation Limited and Ors. (2004) 12 SCC 360

(c) MRF Limited v Manohar Parrikar & Ors. (2010) 11 SCC 374

(d) Dilwari Exporters v Alitalia Cargo and Ors., (2010) 5 SCC 754

(e) M/s Upvan Steel Tubes Pvt. Ltd. & Anr. v M/s Tube Investments of India Ltd., 2012 SCC Online Del 2922

(f) M/s Lohman Rausher Gmbh v M/s Medisphere Marketing Pvt. Ltd., 2005 (80) DRJ 9

(g) Haji Mohd. Ishaq WD S.K Mohammed & Ors. v Mohd. Iqbal and Mohammed Ali & Co., (1978) 2 SCC 493

37. Reliance has been placed by the defendant on various judgements. The defendant has relied on Rakesh Mohindra vs. Anita Beri And Ors., (2016) 16 SCC 483, wherein it was held that mere admission of secondary evidence does not amount to its proof. The defendant has placed reliance on Greaves Ltd. vs. V.S. Raghavan, C.R.P. (NPD) Nos. 3879 and 3880 of 2001, wherein it was held that mere production and marking of Document by consent is not sufficient to prove contents of such document. Further,



reliance has been placed on Narbada Devi Gupta vs. Birendra Kumar Jaiswal & Ors., (2003) 8 SCC 745, to submit that mere production and marking of a document as exhibit not enough.

38. Reliance has been placed on Kaliya vs. State of Madhya Pradesh, (2013) 10 SCC 758, wherein it was held that "secondary evidence can be adduced relating to a document only when the original has been destroyed or lost, or when party offering evidence of its contents cannot, for any other reason, not arising from his own default, or neglect, produce it in reasonable time." And further it was held that "court is to examine probative value of documents produced as secondary evidence and decide question of their admissibility as secondary evidence", and that "mere admission or marking of exhibit does not dispense with its proof." The defendant relied on Malay Kumar Ganguly vs. Dr. Sukumar Mukherjee, (2009) 9 SCC 221, wherein it was held that "a document is proved by examining its author, and a document is therefore not admissible unless it is proved."

39. **Submissions heard** and have perused the record and the evidence led therein. *The issue wise findings are as under:*

Issue No.1: Whether the suit is barred by limitation? OPD

40. A Preliminary Objection has been taken by the defendant that the suit is barred by limitation. **The fundamental question** for consideration is to determine whether the claims of the plaintiff were based on the "Invoices" or on the "Running Account" as claimed by the defendant. Admittedly, the last Invoice had been raised on 12.05.2014; it has also come in evidence that the payments were being made against each of the Invoice. This has also been established from the admissions of the defendants in the Written Statement itself wherein it is stated that there was an additional payment of



Rs. 58,318 and Rs.1,34, 344/- which had been paid on account of the difference in the exchange rate of USD and INR. It is evident that the payments were being made against the specific Invoices.

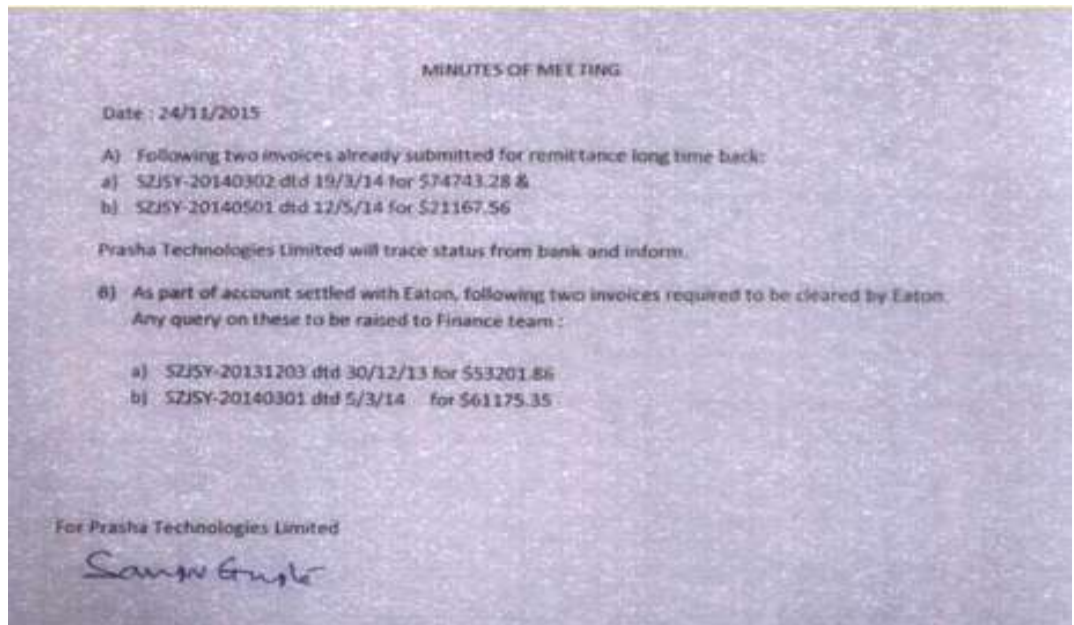
41. The defendant has taken a plea that a running account and a ledger was being maintained by the plaintiff, but there is no evidence whatsoever led by the defendant to show that there was running account. Moreover, the plaintiff had denied maintaining the ledger Account of the defendant. There is no evidence in regard to any Statement of Account being made. The case rests on the Invoices and there is no challenge of the payments not being made by the defendant; the defence being limited to the goods being defective.

42. In the present case, the defendant has stated that the payment against each Invoice was to be made within 135 days of raising of the Invoice. Therefore, the payment against the last Invoice had to be cleared by 06.10.2014. The plaintiff could have filed the suit within three years of the date of accrual of cause of action i.e. it could have been filed by 05.10.2017. The present suit has been filed on 02.05.2018 and is, therefore, ***hopelessly barred by limitation.***

43. The plaintiff however, has tried to bring the suit within the period of limitation by claiming that its representative, Mr. Jimi, had visited India in June, 2015 and met the defendant on 24.11.2015 and Minutes of Meetings **Ex.PW1/17**, were drawn. The Minutes of Meeting are as under:



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44. Paradoxically, the plaintiff has asserted in its plaint that he came to India in November, but in his testimony as PW-1, it is deposed that he had come to India on 01.12. 2015. The plaintiff fails to disclose who all were present in the Meeting. Interestingly, he has relied on the Minutes of Meeting dated 24.11.2015, for which there is no explanation. Had Mr. Jinn come to India in first week of December, 2015 the Minutes of Meeting could not have been of 24.11.2015.

45. Moreover, the Minutes are neither on the Letter Head nor it is signed by any of the persons who had allegedly participated in this Meeting. It is signed only by one Mr. Sanjiv Gupta, without disclosing his designation or the capacity in which he signed the alleged Minutes of Meeting. There is also no evidence that he was the part of alleged meeting held on 24.11.2015. From the bare perusal of this alleged document, it is quite evident that it is not a 'Minutes of Meeting' that have been recorded, but is a document which has been created.

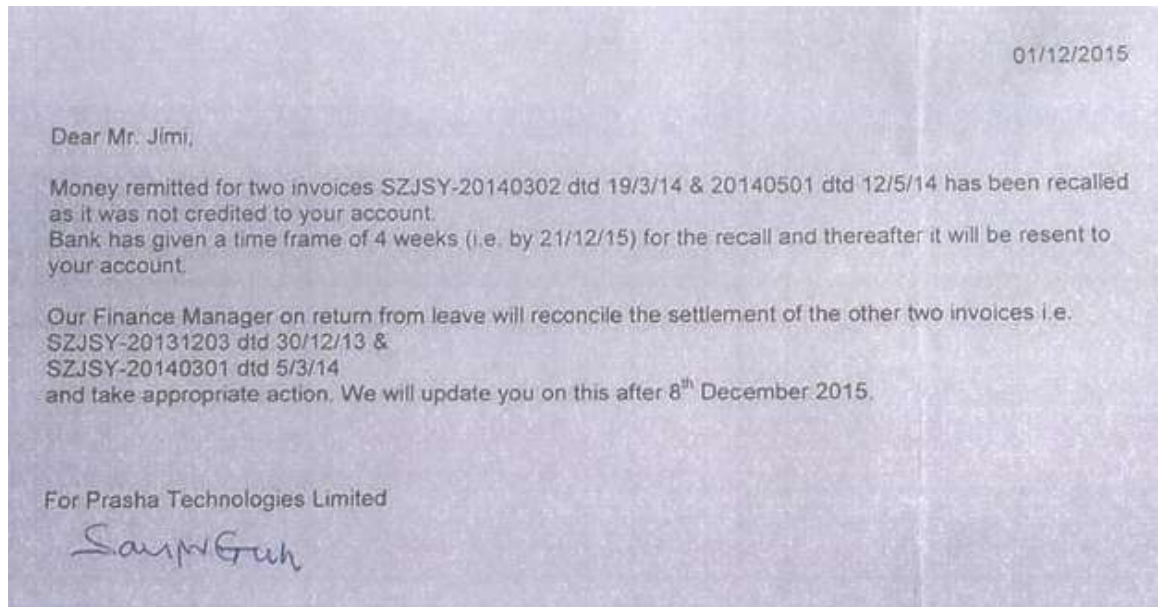
46. The plaintiff has further claimed that the defendant allegedly



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acknowledged its outstanding liability to pay the balance amount vide Acknowledgement Letter dated 01.12.2015, signed by Mr. Sanjiv Gupta, which reads as under:



47. Again on the face of it, this document does not bear the stamp of the defendant Company and is also not on its letter head and again does not disclose the capacity in which it was signed by Mr. Sanjiv Gupta. Furthermore, it is not understandable as to why the Minutes of the Meeting would be of 24.11.2015 while the Letter of Acknowledgement is dated 01.12.2015. All this gets controverted from the claim of the plaintiff that it's representative, Mr. Jimi, had visited India in December, 2015.

48. Pertinently, the plaintiff had also been writing emails collectively **Ex.P1**, in December, 2015 claiming the outstanding dues. Significantly, the plaintiff sends an email dated 30.11.2015 stating that *“they had a call on last Friday and that he would be visiting their office on Tuesday to get the Bank Payment Sheet received as reference for their finance”*. If there was any Meeting held on 24.11.2015, it would have found a mention in this



email. However, this email only talks of a call and not of any meeting on 24.11.2015.

49. Likewise, there is a follow-up email of the same date i.e. 30.11.2015 stating that there was a typing mistake in the email address of Sharad Kapoor. This is followed by an email of 10.12.2015 which states “*As we discussed last week you will update the payment status after Finance Manager comes back office. Please let me know the payments arrangement*”. These are the two emails which are written before and after the alleged meeting of 24.11.2015 and the Acknowledgement Letter dated 01.12.2015. Significantly, in both of these emails there is neither any mention of any Meeting held at the office of defendant nor of the Acknowledgement Letter.

50. From the documents of the plaintiff itself it is evident that there was no such meeting which took place on 24.11.2015 and there was no acknowledgement ever made on behalf of the defendant. Had it been so, the plaintiff would not have continued asking for a payment arrangement, as had been done in various emails written before as well as after this alleged meeting.

51. The plaintiff has miserably failed to prove that there was any acknowledgement of debt by any representative of the defendant.

52. The suit has been filed on 02.05.2018 which in fact is beyond the period of three years from the date when cause of action last arose and could have been filed only up to October, 2017.

53. *Thus, the suit of the plaintiff is barred by limitation.*

54. ***The issue is decided in favour of the defendant.***

Issue No.2 : Whether the plaintiff is entitled to recovery of sum of US



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Dollars 210287.85, along with interest? OPP

Issue No.3: *Whether the payment is not liable to be made as the goods supplied by the plaintiff were not of the standard of quality maintained by the defendant? OPD*

55. Admittedly, the plaintiff which is a Chinese Company having its basis in China had to provide electrical Chokes to Eaton Corporation in India. In May, 2013 Eaton Corporation introduced the plaintiff to the defendant Company for supply of these electrical Chokes. Consequently, the plaintiff and the defendant entered into a business arrangement whereby the electrical Chokes were agreed to be supplied to the defendant against the Purchase Orders for which the corresponding invoices were to be raised by the plaintiff. Admittedly, there were eight Purchase Orders against which eight Invoices were raised by the plaintiff and they were delivered in India *vis-a - viz* six Bills of Lading. The bills of the said Purchase Orders and the commercial Invoices are as under :

Sr. No.	Purchase Order	Commercial Invoice	Bill of Lading	Payment Status
1	13-14/PO/0841	SZJSY-20131203	OLG/NDL 30201	Unpaid
2	13-14/PO/0841	SZJSY-20140302	Bill of Lading	Unpaid
3	13-14/PO/1119	SZJSY-20140301	HKGNDH14030 0002	Unpaid
4	13-14/PO/1533	SZJSY-20140501	WOLOH201405 0056	Unpaid
5	13-14/PO/0750 13-14/PO/0752	SZJSY-20131101 SZJSY-20131201	OLGNVS13110 018	Paid



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6	13-14/PO/01120	SZJSY-20140302	HKGNDH14030 0004	Unpaid
7	13-14/PO/0261	SZJSY-20130601		Paid
8	13-14/PO/1014	SZJSY-20140104		Paid

56. PW1 Mr. Jinn in his testimony has deposed that while the payments were made for the Invoices raised in December, 2014, but no payment was made against the four invoices details of which are as under:

Sr. No.	Invoices No.	Payment
1	SZJSY-20130601	INR 11,22,923/-
2	SZJSY-20131201	INR 19,14,048/-
3	SZJSY-20131101	INR 30,27,981/-
4	SZJSY-20140104	INR 40,87,581/-

57. The defendant had taken a defence that the shipments were delayed because of which a loss was caused to him as he was unable to assemble the products and deliver them to his own vendors within time. A *second defence* has been set up that the goods were defective and not of the standard and the quality as was specified in the Purchase Orders. The defendant has further claimed that because of these defective goods the parties negotiated and agreed that no payment shall be made against these Invoices. The defendant has, therefore, set up a defence that because of the goods being defective, it was agreed that no payment shall be made against these Invoices. It is, therefore, an admission on the part of the defendant that the payments have not been made against the four Invoices. What now needs to be examined is whether the claim of goods being defective, has been proved by the defendant.

58. The defendant witnesses, aside from bald assertions that the goods



were defective, have not been able to explain any further. Pertinently, various emails were admittedly exchanged between the parties, but at no point of time was any complaint made in regard to the goods being defective.

59. Pertinently, an explanation is sought to be given that no formal complaints in writing were made on the request of the plaintiff as it could cause harm to its reputation in the business community. This explanation tendered by the defendant is not tenable as no cogent evidence has been led in this regard except the bald assertions. In the various emails which have been exchanged between the parties, the defendant has complained about the delay and delivery of goods, however, no such complaint about the quality of the goods has been made which clearly leads to an inevitable inference that there was no complaint about the quality of the goods.

60. The defendant has examined four witnesses in support of its contentions, but none of the witnesses has been able to explain the alleged defects in the goods. In this regard it is also pertinent to refer to the cross-examination of DW2 Mr. Sharad Kapoor who has admitted that all the shipments were delivered and that no shipment was returned back. It is, therefore, established that all the shipments were delivered and utilized and that the defendant has not been able to prove that the goods were defective.

61. The factum of the defendant having defaulted in making payment against the Invoices is established from his cross-examination, wherein it has emerged that the Purchase Order dated 31.03.2014 **Ex.P5** was for an amount of USD 21,167.56 and the corresponding commercial Invoice is **Ex. PW1/9** raised by the plaintiff on 12.05.2014. A suggestion was given that defendant had sought international buyers credit for USD 21,167.56 to



which the plaintiff gave an evasive answer of “*I do not remember*”. Likewise, the suggestion was given to DW2 that it had applied for international buyer’s credit on 27.07.2014 for USD 74,743.28 which the exact amount was corresponding to commercial invoice **Ex.PW1/7**. Again, DW2 was evasive and volunteered that it was an ongoing account and the Company keeps applying for international and other credits for meeting its obligations.

62. From the testimony and the evasive answers of DW2 in the cross-examination, it can be easily appreciated that it had applied for international credit for the exact amount for which two Invoices **Ex.PW1/9** and **Ex.PW1/7** had been raised. The conduct of the defendant clearly reflects that it had tried to obtain the credit for making payment of the Invoices that remained unpaid, but subsequently failed to make the payments.

63. It is established from the record that the defendant has defaulted in making payment against the four Invoices for which the claim has been made by the plaintiff. It is thus, concluded that has not paid against the four Invoices. The defendant has not been able to substantiate its claim that the goods supplied were defective on account of which there was an understanding with the plaintiff that no payment shall be made against the outstanding Invoices.

64. It is, therefore, held that the plaintiff is entitled to recovery of Rs. 1,37,05,005.93 in regard to the unpaid Invoices.

65. The defendant has made a clam of interest @ 24% per annum; however, it has not been able to establish any basis on which the interest at such rate is claimed. Considering the prevailing rate of interest it is granted @ 9% per annum from the date of institution of the suit till the date of



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recovery.

66. *Issue No.2 and 3 are decided in favour of the plaintiff.*

RELIEF:

67. **In view of the findings on Issue No.1 the suit of the plaintiff is hereby dismissed. Parties to bear their own costs. Decree Sheet be prepared accordingly.**

**(NEENA BANSAL KRISHNA)
JUDGE**

JULY 24, 2024

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Signature Not Verified

Digitally Signed By: NIKAS
ARORA

Signing Date: 26.07.2024
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