

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

IA NO: GA-COM/1/2025
IN CS-COM/662/2024

VIJAY KUMAR ATTRI
VS
YANGTONG ORGANIC TEA PVT LTD.

BEFORE:

The Hon'ble JUSTICE KRISHNA RAO

Date: September 1, 2025.

Appearance:

Mr. Sujit Banerjee, Adv.
Mr. Altamash Alim, Adv.
Mr. Nilay Sengupta, Adv.
... for the plaintiff

1. The plaintiff has filed the suit praying for a decree for a sum of Rs. 39,28,802/- along with interest at the rate of 18% per annum. After filling of the suit, the plaintiff had taken appropriate steps for issuance of writ of summons and the writ of summons was duly served upon the defendant on 16th May, 2025 but in spite of service of writ of summons, none appears on behalf of the defendant.
2. Subsequently, the plaintiff has filed the present application being GA-COM/1/2025 under Order-XIIIA of the Code Civil Procedure, 1908 for summary judgment for a sum of Rs. 39,28,802/- along with interest 18% per annum from 21st January, 2021 till the realization of the total amount. A copy of the application along with the documents was also sent by post to the defendant on two occasions but on both occasions, the same were returned to the plaintiff with the endorsement "unclaimed and door closed".

3. This Court finds that “unclaimed” is good service. The defendant has also not appeared to contest the present application and accordingly, GA-COM/1/2025 is taken up for hearing.
4. The plaintiff is engaged in dealing with sales and service of agro chemical products and the defendant is engaged in the business of sale of tea upon purchase of raw materials and agro chemical products. In the month of August, 2016, the defendant has approached the plaintiff to purchase various kinds of agro chemical products at an agreed rate and quantities on a long term basis.
5. As per negotiation between the parties, the plaintiff has supplied the chemicals as per request of the defendant from time to time and the defendant has accepted the same. After supply of materials, the plaintiff has raised invoices which were dully accepted by the defendant. It is the specific case of the plaintiff that after receipt of the materials supplied by the plaintiff, the defendant has not raised any objection that the materials supplied by the plaintiff is below specification.
6. Time to time the plaintiff has raised invoices against the materials supplied to the defendant and the defendant has paid part payments and lastly has paid the amount of Rs. 10.00 lakhs on 9th January, 2021 leaving the balance amount of Rs. 13,97,527/-.
7. Subsequently, the plaintiff has supplied further materials as per request by the defendant and as on 31st March, 2022, the closing amount is Rs. 39,28,802/-. The plaintiff had requested the defendant for payment of the balance amount of Rs. 39,28,802/- but the defendant has not paid the said amount.

8. The plaintiff has issued legal notice on 18th October, 2022 calling upon the defendant for a payment of the balance amount of Rs. 39,28,802/- along with interest at the rate of 18% per annum but in spite of receipt of the notice, neither the defendant has paid the amount nor has given any reply to the said notice.
9. The plaintiff has initiated pre-institution mediation process but in spite of receipt of the notice, the defendant has not come forward for settlement in the pre-institution mediation process and accordingly, non-starter report was issued on 2nd January, 2024 and the plaintiff has filed the present suit.
10. Heard the Learned Counsel for the plaintiff. Perused the materials on record.
11. This Court finds that as per the negotiation entered between the plaintiff and the defendant, the defendant has requested for supply of materials and accordingly, the plaintiff had supplied the said materials. The defendant time to time on receipt of materials has made part payment. Lastly, the defendant has made the part payment of Rs. 10.00 lakhs on 9th January, 2021. After 9th January, 2021 as per the request of defendant, the plaintiff has further supplied the materials to the defendant. As on 31st March, 2022 the due amount was Rs. 39,28,802/-. The plaintiff has served notice upon the defendant for payment of due amount along with interest but the defendant has neither paid the amount nor had given any reply denying the claim of the plaintiff. This Court finds that the defendant has not replied to the legal notice and even after receipt of the writ of summons of the present suit, the defendant has chosen not to appear before this Court. The plaintiff has also sent the copy of this application along with

documents by speed post but the same was returned to the plaintiff as “unclaimed”.

12.Considering the above, this Court finds that the plaintiff has disclosed the documents which proves that the plaintiff has supplied the materials to the defendant and after receipt of the materials, the defendant also made part payment. Lastly the defendant has paid Rs. 10.00 lakhs on 9th January, 2021 thereafter the defendant has not made any further payment. As on 31st March, 2022 the due amount is Rs. 39,28,802/-.

13.Taking into consideration, this Court finds that the defendant has chosen not to appear to contest the application filed by the plaintiff. The plaintiff has disclosed documents to prove that the materials were supplied to the defendant and the defendant has received the materials and as on 31st March, 2022 due amount is Rs. 39,28,802/- and the defendant has not paid said amount to the plaintiff in spite of several requests.

14.In view of the above, the plaintiff is entitled to get a summary judgment to the tune of Rs. 39,28,802/-. The plaintiff is also entitled to get interest at the rate of 18% per annum on the principal amount from 22nd January, 2021 till the realization of the total amount.

15.GA-COM/1/2025 is disposed of and accordingly, CS-COM/662/2024 is disposed of.

16.Decree be drawn accordingly.

(KRISHNA RAO, J.)