

OCD-21

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

CS-COM/724/2024

JUPAX VANIJYA PRIVATE LIMITED
-VS-
SUPER PLAST INDUSTRIES AND ANR

BEFORE:

The Hon'ble JUSTICE KRISHNA RAO

Date : October 28, 2025.

Appearance :

Mr. Tanish Ganeriwalla, Adv.
Mr. Shiv Ratan Kakrania, Adv.
Mr. Tanuj Kakrania, Adv.
Ms. Jiya Bose, Adv.
Ms. Surabhi Mehra, Adv.
... for the plaintiff

1. The plaintiff has filed this suit praying for a decree for a sum of Rs.14,57,848/- along with interim interest and interest upon judgment at the rate of 15% per annum.
2. The case of the plaintiff is that sometime in the year 2017 the plaintiff was approached by the defendant no.2 for the purpose of supply of diverse quantity of different types of plastic products. A meeting was held between the plaintiff and the defendants and it was agreed that the defendant no.2 would place verbal orders as proprietor of Space Enterprises as one of the partners of the defendant no.1 upon the plaintiff time to time for supply of diverse quantity of different types of plastic products at rates mutually agreed between the parties. It was further agreed that

the defendants would bear the freight costs involved in transportation of the plastic products from the plaintiff to the designated location. It was further agreed between the parties that the plaintiff would raise invoices towards supply of the plastic products as per the request of the defendants and the payments whereof will be made within seven days from the date of issuance of the invoice, failing which, the plaintiff will be entitled to get interest at the rate of 15 % per annum on the outstanding dues against the invoices. As per the agreement between the parties, the defendants had started placing orders to the plaintiff and the plaintiff had started supplying the materials to the defendants from time to time as per the requirement of the defendants. The defendants had made part payment and finally an amount of Rs.9,73,722/- was due but the defendants failed to pay the said amount. Accordingly, the plaintiff has issued notice to the defendants for payment of the due amount along with interest. On receipt of the request made by the plaintiff, the defendants had requested the plaintiff to bear with the defendants as the defendants were facing financial crisis but the defendants will make the payment as and when the financial crisis of the defendants will over. In spite of the assurance made by the defendants, the defendants failed to pay the outstanding dues and accordingly, the plaintiff has filed the suit.

3. After filing the suit, the plaintiff has taken steps for issuance of writ of summons and the writ of summons was served upon the

defendants. Even after receipt of the writ of summons, the defendants chose not to appear in the suit and accordingly, this Court has placed the matter as undefended suit.

4. To prove the case, the plaintiff has examined the witness and during evidence of the plaintiff's witness, altogether ten documents have been exhibited. The plaintiff has disclosed invoices which are appearing at page nos. 5 to 98 of the Judge's Brief of Documents which show that the plaintiff had supplied the materials. The plaintiff has also disclosed the ledger of each financial year from 2017 to 2023 and finally it was found that Rs.9,73,722/- is due and payable by the defendants.
5. The ledger account relied by the plaintiff is appearing at page 99 to 112 of the Judge's Brief of Documents which are marked as Exhibit-C. From the ledger account it is found that time and again there was closing balance and finally an amount of Rs.9,73,722/- was due and payable. The plaintiff by a letter dated 10th April, 2024 called upon the defendants for payment of an amount of Rs.9,73,722/- along with interest at the rate of 15% per annum within 15 days from the date of receipt of the said notice. On receipt of the notice, the defendants had sent a reply to the plaintiff on 16th February, 2024 wherein the defendants had stated that due to unforeseen circumstances, the defendants were currently experiencing financial crisis which has made them challenging to meet their financial obligation and informed the plaintiff that the defendants will resolve the matter as early as

possible. By a letter dated 10th February, 2024, the plaintiff has specifically called upon the defendants for payment of an amount of Rs.9,73,722/- and the defendants had sent a reply but the defendants had not denied with regard to the claim of the plaintiff.

6. This Court also finds that the claim made by the plaintiff has been duly proved by the plaintiff through the evidence of the P.W.1 by exhibiting the invoices and the ledger account.
7. Considering the above, this Court finds that the plaintiff has been able to prove that the plaintiff is entitled to get the amount of Rs.9,73,722/- from the defendants. As regard the interest, there is nothing in the invoice that if there is a delay, the plaintiff can claim interest at the rate of 15% per annum but in the plaint and in the affidavit of evidence it has been specifically claimed that if the defendants fail to pay the amount within seven days from the date of issuance of the invoice, the defendants will be liable to pay interest at the rate of 15 % per annum. The plaintiff has supplied the materials and the defendants have received the materials. The defendants have paid some amount leaving aside Rs.9,73,722/-.
8. Considering the above, this Court finds that the transaction between the plaintiff and the defendants is commercial in nature and as such, the plaintiff is entitled to get interest at the rate of 10 % per annum from 28th November, 2022 till the realization of the total amount.

9. The defendants are directed to pay the amount of Rs.9,73,722/- along with interest at the rate of 10% per annum from 28th November, 2022 till the realization of the total amount.
10. The department is directed to draw up the decree.
11. CS-COM/724/2024 is disposed of.

(KRISHNA RAO, J.)

RS