IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

CRA NO. 218 OF 2025

1. The Shriram Medisales

2. Mr. Sachin Sudhakar Inje

3. Mrs. Bharti Ritesh Mandhani **...APPLICANTS**

VERSUS

Mrs. Kavita W/o Arvind Salunke **....RESPONDENT**

Shri. Sachin S. Randive, Advocate for Applicants
Shri. Ganesh A. Gadhe, Advocate for Respondent

CORAM	:	**SHAILESH P. BRAHME, J.**
RESERVED DATE	:	**24.11.2025**
PRONOUNCED DATE	:	**02.12.2025**

O R D E R :-

1. Heard both sides.

2. Applicants (original defendants) are questioning the order dated 04.08.2025 passed below Exhibit-12 in Summary Civil Suit No.573 of 2024 rejecting leave to defend.

3. The respondent has filed Summary Civil Suit No.573 of 2024 for recovery of an amount of Rs.4,82,456/- along with interest at the rate of 24% per annum. The applicants were supplied medical products on credit during the period from 1st October 2021 to March 2022. A notice of demand was issued to them on 11.06.2024. Besides that, demand was raised through WhatsApp and E-mail. The applicants did not respond, hence the suit was filed.

4. Applicants filed an application at Exhibit-12 seeking leave to defend the suit. It is contended that there are no outstandings and the entire payment is made to Bay Healthcare. It is further stated that to corroborate the payment, they have documentary evidence. One of the directors of Bay Healthcare is the husband of the proprietor of the respondent. There is a *prima facie* defence available and therefore leave is solicited.

5. Learned counsel for the applicants submits that the impugned order is patently illegal and perverse in view of the documentary evidence produced on record disclosing payment made by the defendants to Bay Healthcare. It is submitted that Bay

Healthcare is sister concern of the respondent-plaintiff. The proprietor of the respondent and her husband are involved in offence bearing Crime No.6 of 2024. It is submitted that the proprietor and her husband played mischief, though medical products were supplied by the respondent, at the instance of Bay Healthcare. It is submitted that claim of the respondent is unsustainable and unfounded. It is submitted that *prima facie* triable defence is disclosed by the applicants but still leave is refused arbitrarily.

6. Per contra, learned counsel Mr. Gadhe submits that the bank statements placed on record are unreliable and the oustandings are still due. It is submitted that in the absence of any contract or written communication, it was not permissible for the applicants to make any payment to Bay Healthcare. It is submitted that the applicants did not respond to the demand raised by the respondent. The Goods and Services Taxes credited for the transaction in question would indicate that applicants took benefit of the same and they are dodging the payment. It is submitted that considering the bills, invoices and documents, absolutely no defence is available to the applicants. It is further submitted that in the absence of any nexus between the respondent and Bay Healthcare, no case is made out to infer discharge of liabilities.

7. I have considered rival submissions of the parties. The plaint refers that an amount of Rs.4,82,456/- is outstanding for the specific bills from 15.10.2021 to 08.03.2022, mentioned in para 5 of the plaint. The respondent has produced on record invoices, bills and documents showing the availing of GST credits. By notice dated 11.06.2024 and further correspondence, applicants were called upon to pay outstandings. No reply was given by applicants. For the first time, it is tried to be contended in application Exhibit-12 that entire payment has been made to Bay Healthcare.

8. The bank statements are tried to be shown by the applicants for disbursing various amounts to Bay Healthcare. No material is placed on record to show that applicants were instructed to make payment to Bay Healthcare. Neither is there any contract between the parties for making payment to it instead of respondent. It is difficult to accept that the outstandings are paid just because the directors of Bay Healthcare and the respondent are closely related.

9. The documents produced on record by the respondent clearly show that medical goods were supplied by the respondent to the applicants and amount of GST was deducted. The applicants have taken benefits of the GST credit. It was incumbent upon the applicants either to inform the respondent or solicit permission to make payment to Bay Healthcare. The material on record produced by the applicants is not sufficient to infer discharge of liability. I find that no defence can be said to be available to the applicants, even the conditional leave cannot be granted to them. I have considered the parameters laid down by Apex Court in para no.17 of the judgment of **B. L. Kashyap and Sons Ltd. vs. M/s JMS Steels and Power Corporation and Anr.** reported in **2022 LiveLaw (SC) 59** , to record that no case is made out.

10. Learned counsel for the respondent has relied upon the judgment of **Oriental Aromatics Limited vs. Poonam D. Bhatiya** in **Summary Suit No.7 of 2021** to buttress that invoices constitute a written contract and the plaintiff would be entitled to the judgment. I find substance in the submissions of the respondent that the defence of the applicants is frivolous. Further reliance is placed on the judgment of **Nitin Bhalchandra Tadsare and Another vs. Nityanand Srinivas Prabhu** in **Writ Petition No.15518 of 2022** and **Jatin Koticha vs. VFC Industries Pvt. Ltd.** reported in **2008 (2) Bom.C.R. 155** would support the submissions of the respondent.

11. I find no illegality or perversity in the impugned order. Plausible view has been taken.

12. Civil Revision Application sans merit and it is dismissed.

(SHAILESH P. BRAHME, J.)

PRW