



A.S.No.83 of 2022

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.06.2025

CORAM:

THE HONOURABLE Dr. JUSTICE G.JAYACHANDRAN

A.S.No.83 of 2022

and

C.M.P.No.3102 of 2022

1.M/s.Srivari Ply Boards Pvt.Ltd.,
Rep.by its Managing Director,
Mr.C.Srinivasan

2.Mr.C.Srinivasan,
Rep.by its Managing Director of
M/s.Srivari Ply Boards Pvt.Ltd.,

3.Tmt.Kalavathi,
Director of M/s.Srivari Ply Boards Pvt.Ltd.,
W/o.Mr.Chokkalingam.

.. Appellants

Vs.

R.Palanisamy

.. Respondent

PRAYER: Appeal Suit is filed under Section 96 Order XII Rule 1 of Civil Procedure Code, to set aside the decree and Judgment passed by the IV Additional District & Sessions Judge, Coimbatore in O.S.No.67 of 2016 dated 20.10.2021.



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For Appellants : Mr.B.Neduchezhiyan

For Respondent : Mr.S.Kousik
for Mr.V.Anandhamurthy

JUDGMENT

This Appeal Suit has been filed by the defendants, who lost the suit for recovery of money instituted by the plaintiff based on goods sold and delivered.

2. The case of the plaintiff is that the 1st defendant's company managed by the 2nd and 3rd defendants as the Managing Director and Director respectively, placed an order for the purchase of 500 tonnes of firewood per month for a period of 12 months. Based on their intent, invoices were raised and goods were delivered at the premises of the defendants. However, the defendants failed to pay the price of the goods. Even a cheque for Rs.25,000/- issued towards part consideration, was dishonoured. Only after a notice issued under Section 138 of Negotiable Instruments Act, the said amount was paid. The defendants are liable to pay a sum of Rs.6,00,000/- with interest at the rate of 15% being a commercial transaction.



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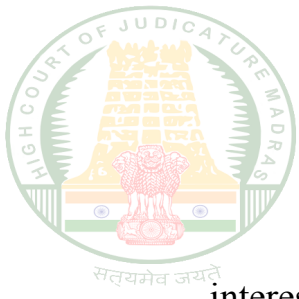
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3. The suit was contested by the defendants on the ground that the price of the firewood was paid as and when it was delivered. At some point, the goods were not of standard quality and were returned. Therefore, according to the defendants, there is no liability on their part and the suit was filed only to make an illegal gain.

4. The trial Court, considering the pleadings, framed issues and examined witnesses. To prove the claim, the plaintiff mounted the witness box and marked fourteen (14) documents as exhibits Ex.A1 to Ex.A14. The 2nd defendant mounted the witness box on behalf of the defendants, but no documents were filed by them.

5. The trial Court, after perusing the invoices, lorry receipts and the receipts issued by the defendants for receiving the goods, found that except for one entry in the invoice, there was no proof of payment. Accordingly, it passed a decree for the outstanding amount of Rs.6,30,150/-, after deducting Rs.25,000/-, which was admittedly paid by the defendants following the dishonour of the cheque due to insufficient funds. Thus, the trial Court decreed recovery of Rs.6,05,150/- with

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interest at 12% per annum from the date of institution of the suit (i.e., 20.02.2013) to the date of decree and thereafter, 6% interest from the date of decree (i.e., 20.10.2021) till the date of realization.

6. The said judgment is challenged in this appeal by the defendants on the ground that the records produced by the plaintiff do not prove actual delivery of goods. The invoices bearing future dates do not correlate with the receipts and delivery notes. The trial Court, according to the appellants, miserably failed to take note of the fact and erroneously accepted a false explanation given by the plaintiff, resulting in the impugned decree.

7. Per contra, the learned counsel appearing for the respondent/plaintiff drew the attention of this Court to the invoice marked as Ex.A1 and submitted that, based on the purchase order (Ex.A1) firewood was periodically supplied to the defendants. Invoices along with a cluster of delivery notes, were raised consolidating more than one transactions. These consolidated invoices were produced before the Court



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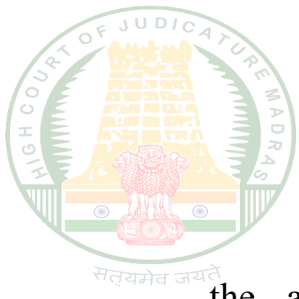
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accompanying with individual receipts for each consignment and weigh bridge receipts. The defendants had also endorsed the delivery of goods in those receipts. Therefore, the trial court has rightly allowed the suit.

8. *Point for consideration:-*

Whether the trial Court erred in passing the decree based on the consolidated invoices which carried future dates, some of which were post-dated in relation to the respective delivery notes?

9. This Court, on examination of Ex.A2 to Ex.A6, finds that the invoice Nos.5, 4, 3, 6 & 7 though appearing to be consolidated invoices, contain the respective vehicle numbers and are supported by weigh bridge receipts as well as receipts issued by the defendants on their letterhead. The payments made are duly endorsed in those receipts. The plaintiff has not claimed amounts already paid as reflected in those receipts. Only the unpaid invoices are the subject matter of the suit and the trial Court, on proper scrutiny of the documents, rightly restricted the suit claim from Rs.6,98,210/- to 6,05,150/-. No contra evidence let in by



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the appellants/defendants, except for oral evidence, which lacks corroboration.

10. Considering the unassailable evidence placed by the plaintiff, this Court finds that the appeal deserves to be dismissed. Accordingly, the Appeal Suit is dismissed. Consequently, the connected Civil Miscellaneous Petition is also dismissed. There shall be no order as to costs.

27.06.2025

Index: Yes/No
Speaking/Non Speaking order
Neutral Citation: Yes/No
rpl

To

1.The IV Additional District & Sessions Judge, Coimbatore

2.The Section Officer, V.R.Section, High Court of Madras, Chennai.

DR.G.JAYACHANDRAN,J.

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