



C.S.(Comm.Div.)No.83 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 09.06.2025

CORAM

THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S.(Comm.Div.)No.83 of 2022

M/s.Sri Agarwal Ispat (Chennai) Private Limited,
Represented by its Director,
Mr.Umesh Kumar Agarwal,
Having its registered office at AC-5,
2nd Avenue, 4th Floor, Anna Nagar,
Chennai - 600 040.

... Plaintiff

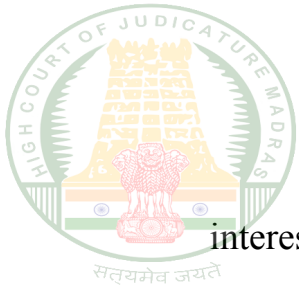
Vs.

M/s.BNA Automotive India Private Limited,
No.D.P.28, SIDCO Industrial Estate,
Thirumazhisai, Thiruvallur - 600 124,
Chennai, Tamil Nadu.

... Defendant

PRAYER: Complaint filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 of the Code of Civil Procedure, 1908, prays for the judgment and decree, as follows:

(a) For a sum of Rs.2,40,94,242/- (Rupees Two Crores Forty Lakhs Ninety Four Thousand Two Hundred and Forty Two Only) together with



C.S.(Comm.Div.)No.83 of 2022

interest at 18% per annum on Rs.2,21,40,895/- (Rupees Two Crores Twenty One Lakhs Forty Thousand Eight Hundred and Ninety Five only) from the date of plaint till the date of realization of the entire suit claim.

b) For costs of the suit.

For Plaintiff : Ms.P.S.Deepika

For Defendant : Set ex-parte on 02.02.2024

J U D G M E N T

The suit was originally filed for recovery of a sum of Rs.2,21,40,895/- with interest at 18% per annum from the date of plaint until the date of realization. While the suit was pending, part payment was received by the plaintiff from the defendant. In view thereof, after giving credit to such part payment, the plaintiff filed an amended plaint for recovery of a sum of Rs.1,68,42,503/- with interest at 18% per annum on the principal sum of Rs.1,48,89,156/-.



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2. Upon receipt of suit summons, the defendant entered appearance and filed a written statement. In the written statement, the defendant acknowledges the transactions entered into by the defendant with a proprietary concern called 'M/s.Sri Agarwal Ispat'. As regards the suit claim, the defendant asserts that acknowledgement dated 08.02.2022 confirming the balance of Rs.2,21,22,132/- was issued without authorisation. Thereafter, by order dated 02.02.2024, the defendant was set ex-parte and the defence raised in the written statement was struck off.

3. In the above circumstances, the plaintiff adduced evidence through Mr.Umesh Kumar Agarwal, Director, who was examined as P.W.1. In the course of examination in chief of P.W.1, 47 documents were exhibited as Exs.P1 to P47.

4. Learned counsel for the plaintiff submitted that the plaintiff was incorporated to take over the business of proprietary concern, 'M/s.Sri Agarwal Ispat'. In support of her contention, she relies upon Ex.P3, which is the memorandum and articles of association of the plaintiff. After pointing



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out that the suit claim relates to supply of goods by the predecessor in title of the plaintiff to the defendant, learned counsel submitted that relevant invoices were exhibited as Exs.P4 to P43. By referring to Ex.P44, which is the ledger statement for the period from 01.04.2019 to 31.03.2022, learned counsel submitted that the said document evidences the closing balance of Rs.2,21,40,895/-. Learned counsel further submitted that the outstanding of Rs.2,21,22,132/- was admitted in confirmation of balance dated 08.02.2022, which was marked as Ex.P45. Therefore, she submits that the plaintiff is entitled to the suit claim.

5. As noticed earlier, after giving credit to payments received while the suit was pending, an amended plaint seeking recovery of a sum of Rs.1,68,42,503/- was filed. While the defendant originally filed a written statement, the defendant was set ex-parte by order dated 02.02.2024 and this Court directed that the defence in the written statement be struck off. In any case, the only defence raised in the written statement was that Ex.P45 was not executed by an authorised person. Apart from Ex.P45, the plaintiff has placed on record relevant invoices as Exs.P4 to P43. The ledger statement



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relating to the defendant shows a closing balance of Rs.2,21,40,895/- as on 31.03.2022. The memorandum of association (Ex.P3) evidences that the business of the erstwhile proprietary concern was taken over as a going concern by the plaintiff with all its assets and liabilities.

6. On the basis of the pleadings and evidence adduced by the plaintiff, the amended suit claim stands proved as regards the principal claim of Rs.1,48,89,156/-. While the invoices specify the rate of interest as 21% per annum, there is no document evidencing the agreement with regard to the rate of interest. Being a commercial transaction, by taking into account the interest rate prevailing at the relevant point of time, the plaintiff is entitled to interest at 12% per annum from the date of plaint.

7. As the successful party, the plaintiff is also entitled to costs. The plaintiff paid a sum of Rs.7,22,827.26 as Court fee, which the plaintiff is entitled to receive. In addition, the plaintiff is entitled to lawyer's fee and expenses. The defendant is, therefore, liable to pay an aggregate sum of Rs.10,00,000/- as costs.



C.S.(Comm.Div.)No.83 of 2022

8. Therefore, the suit is decreed by directing the defendant to pay the plaintiff a sum of Rs.1,48,89,156/- (Rupees One Crore Forty Eight Lakhs Eighty Nine Thousand One Hundred and Fifty Six only) with interest thereon at 12% per annum from the date of plaint until the date of realization. The defendant is further directed to pay a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) as costs to the plaintiff, including a sum of Rs.7,22,827.26 towards Court fee and the remaining towards lawyer's fee and other expenses.

09.06.2025

Speaking Order
Index : No
Neutral Citation: No

vji



C.S.(Comm.Div.)No.83 of 2022

Plaintiff's witness:

WEB COPY P.W.1 – Umesh Kumar Agarwal

Documents exhibited by the plaintiff:

<i>Exhibits</i>	<i>Documents</i>
Ex.P1	Board Resolution dated 11.04.2022
Ex.P2	Printout of the Incorporation Certificate
Ex.P3	Printout of the AOA and MOA of the plaintiff's company
Ex.P4	Printout of the A.R.Invoice No.01387 dated 28.07.2021
Ex.P5	Printout of the A.R.Invoice No.01517 dated 05.08.2021
Ex.P6	Printout of the A.R.Invoice No.01566 dated 07.08.2021
Ex.P7	Printout of the A.R.Invoice No.01567 dated 07.08.2021
Ex.P8	Printout of the A.R.Invoice No.01708 dated 18.08.2021
Ex.P9	Printout of the A.R.Invoice No.01747 dated 20.08.2021
Ex.P10	Printout of the A.R.Invoice No.01754 dated 20.08.2021
Ex.P11	Printout of the A.R.Invoice No.01984 dated 05.09.2021
Ex.P12	Printout of the A.R.Invoice No.02076 dated 10.09.2021
Ex.P13	Printout of the A.R.Invoice No.02079 dated 10.09.2021
Ex.P14	Printout of the A.R.Invoice No.02110 dated 13.09.2021
Ex.P15	Printout of the A.R.Invoice No.02114 dated 14.09.2021
Ex.P16	Printout of the A.R.Invoice No.02210 dated 21.09.2021
Ex.P17	Printout of the A.R.Invoice No.02226 dated 21.09.2021
Ex.P18	Printout of the A.R.Invoice No.02275 dated 25.09.2021
Ex.P19	Printout of the A.R.Invoice No.02278 dated 25.09.2021
Ex.P20	Printout of the A.R.Invoice No.02299 dated 27.09.2021
Ex.P21	Printout of the A.R.Invoice No.02555 dated 13.10.2021



Exhibits	Documents
Ex.P22	Printout of the A.R.Invoice No.02565 dated 13.10.2021
Ex.P23	Printout of the A.R.Invoice No.2566 dated 13.10.2021
Ex.P24	Printout of the A.R.Invoice No.02591 dated 16.10.2021
Ex.P25	Printout of the A.R.Invoice No.02601 dated 17.10.2021
Ex.P26	Printout of the A.R.Invoice No.02606 dated 18.10.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P27	Printout of the A.R.Invoice No.02726 dated 23.10.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P28	Printout of the A.R.Invoice No.02733 dated 24.10.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P29	Printout of the A.R.Invoice No.02739 dated 25.10.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P30	Printout of the A.R.Invoice No.02756 dated 26.10.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P31	Printout of the A.R.Invoice No.02762 dated 27.10.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P32	Printout of the A.R.Invoice No.02877 dated 03.11.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P33	Printout of the A.R.Invoice No.02897 dated 07.11.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P34	Printout of the A.R.Invoice No.02905 dated 08.11.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P35	Printout of the A.R.Invoice No.02912 dated 08.11.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P36	Printout of the A.R.Invoice No.03041 dated 17.11.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P37	Printout of the A.R.Invoice No.03060 dated 18.11.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P38	Printout of the A.R.Invoice No.03062 dated 18.11.2021



C.S.(Comm.Div.)No.83 of 2022

<i>Exhibits</i>	<i>Documents</i>
	(Certificate u/s.65B of I.E.Act Produced)
Ex.P39	Printout of the A.R.Invoice No.03182 dated 25.11.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P40	Printout of the A.R.Invoice No.03186 dated 25.11.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P41	Printout of the A.R.Invoice No.03590 dated 18.12.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P42	Printout of the A.R.Invoice No.03592 dated 18.12.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P43	Printout of the A.R.Invoice No.03595 dated 19.12.2021 (Certificate u/s.65B of I.E.Act Produced)
Ex.P44	Office copy of the Ledger Account dated 01.04.2021 to 31.03.2022
Ex.P45	Letter for Defendant acknowledgment of Debt dated 08.02.2022
Ex.P46	Legal Notice from the plaintiff to the Defendant dated 14.03.2022
Ex.P47	Acknowledgment Card of the Legal Notice dated 15.03.2022

09.06.2025

To

M/s.BNA Automotive India Private Limited,
No.D.P.28, SIDCO Industrial Estate,
Thirumazhisai, Thiruvallur - 600 124,
Chennai, Tamil Nadu.

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C.S.(Comm.Div.)No.83 of 2022

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vji

C.S.(Comm.Div.)No.83 of 2022

09.06.2025