



CRP NPD.No.2539 of 2025

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THE HIGH COURT OF JUDICATURE AT MADRAS

Date : 26.06.2025

CORAM:

THE HONOURABLE MR.JUSTICE N. SATHISH KUMAR

CRP [NPD] No.2539 of 2025 & CMP.No.12870 of 2025

M/s.Spica Modular Solutions Ltd.,
Repl by its Authorised Signatory and Director
Mr.Sanjay Dangi
Having Office at No.117, Illaya Mudali Street,
Tondiarpet, Chennai – 600 081. Petitioner

Versus

M/s.Matrix Security and Surveillance Pvt. Ltd.
Rep. by its Authorised Signatory Mr.Suryanarayana Raju Kalidindi
having its registered Office at
D.No.1-615/K/7, Plot No.7, Sri Lakshmi Space, Block B,
2nd Floor,Kavuri Hills, Madhapur,
Hyderabad, Telangana – 500 081. Respondents

PRAYER : Petition filed under Article 227 of Constitution of India to set aside the fair Order of rejection dated 30.04.2025 in C.O.S.[SR] No.8 of 2025 passed by the Commercial Court, Chennai at Egmore and consequently direct the said Court to number the suit within the time frame fixed by this Court.



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For petitioner : Mr.B.Leelesh Sundaram
for M/s.Nathan and Associates

ORDER

Challenging the Order of the trial Court rejecting the suit without numbering the same, the present revision has been filed.

2. The petitioner has filed a suit for recovery of a sum of Rs.57,34,864.76 together with interest at the rate of 24% per annum from the date of plaint till the date of realization. According to the plaintiff, the defendant had purchased modular furnitures from the plaintiff on the basis of the purchase Orders dated 17.12.2018, 21.01.2019 and 05.02.2019 during the financial year 2018 and 2019. The plaintiff raised invoices to the tune of Rs.7,02,83,295.70/-. Thereafter, the plaintiff raised further invoices during the year 2019 and 2020 to the tune of Rs.12,04,151.06. According to them, at the end of the financial year 2020, there was sum of Rs.57,34,864.76 outstanding to be paid by the defendant. However, due to covid pandemic, the



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defendant sought time for payment of the outstanding amount and the plaintiff also gave time. Thereafter, the plaintiff sent emails on 12.01.2023, 14.01.2023 and 18.01.2023 and the defendant has also sent a reply vide email dated on 19.01.2023. However, the suit has been filed on 19.03.2025. The trial Court took the view that the suit ought to have been filed on or before 31.03.2023, within three years from the last financial year, viz., 01.03.2022, and rejected the suit even before numbering. Challenging the same, the present revision has been filed.

3. The learned counsel appearing for the petitioner would contend that the last invoice was originally issued on 05.02.2019 and the account is a running account and as on 31.03.2020 a sum of Rs.57,34,864.76/- was due by the defendant. Therefore, he had requested the defendants to pay that amount within a period of three years on 21.01.2023, 04.01.2023 and 18.01.2023 by way of emails. The defendant has also acknowledged the emails of the plaintiff on 19.01.2023. Therefore, according to him, once, there was acknowledgment in writing, fresh limitation starts from the date of



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acknowledgment dated 19.01.2023. Therefore, it is his contention that the trial Court had erroneously rejected the suit before numbering.

4. I have perused entire materials available on record. The trial Court, without even numbering the suit, rejected the plaint in the filing stage itself. It is the specific averment made in the suit that the accounts is a running account and as on 31.03.2020, the defendant owe a sum of Rs.57,37,864.76. In this regard, within three years, he had already sent communications by way of emails. One of the Email dated 18.01.2023 was also brought to the notice of this Court wherein the plaintiff had specifically demanded payment of amount which has been replied by the defendant as follows :

“Since you're not able wait till installation you return back our money and take your material, we don't want to told you back.

BTW we never told you to do installation in Elixir project ... if you have done its between you both.”

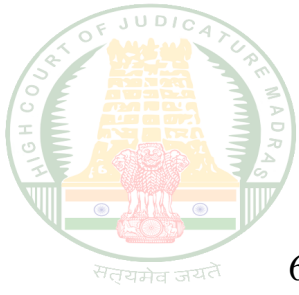


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This was the reply sent by the defendant. Further it is also stated that there is no outstanding from their end.

5. It is relevant to note that when the purchase Order has not been specifically denied and requested the plaintiff to take back the goods indicate that the defendant had infact acknowledged the claim of the plaintiff. Be that as it may. Whether that communication would amount to acknowledgment in writing to extend the limitation, is a matter of evidence and it has to be decided only in trial. The limitation is mixed question of law and facts, particularly, the facts of the relevant case. The trial Court ought not to have rejected the suit at the filing stage. It is for the defendant to take the plea of limitation and the trial Court cannot act as the defendant and non suit the plaintiff, who has filed the suit for recovery of huge amount. In such view of the matter, this Court is of the view that the Order of the trial Court is erroneous and the same is liable to be set aside.



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6. Accordingly, this revision is allowed and the trial Court is directed to number the suit and proceed with the suit as per law. No costs. Consequently, connected miscellaneous petition is closed.

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Index : Yes / No

Internet: Yes

Speaking/non speaking order

vrc

To,

The Principal Judge,
Commercial Court,
Egmore, Chennai.



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N. SATHISH KUMAR, J.

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