

**In the High Court at Calcutta
Commercial Division
Original Side**

Judgment (2)

**PRESENT :
THE HON'BLE JUSTICE ANIRUDDHA ROY**

**IA NO. GA-COM/4/2025
In CS-COM/109/2025**

**KUONI GLOBAL TRAVEL
SERVICES (SCHWEIZ) AG
VS
VOYAGERS CLUB TOURS
PRIVATE LIMITED**

For the plaintiff : Mr. Pushan Majumdar, Adv.

Heard on : February 2, 2026.

**Judgment on : February 2, 2026.
[In Court]**

ANIRUDDHA ROY, J :

FACTS:

1. This is an application filed by the plaintiff praying for summary judgment and decree for a sum of **Rs.68,08,904.95** along with interest.
2. Parties to the suit are travel agents.

3. Pursuant to the request made by the defendant as would be evident from **pages 52 to 61** of the petition which are annexures to the plaint as well, the defendant requested the plaintiff to provide services for operating diverse foreign trips. Accordingly, the plaintiff has provided its services. The plaintiff after providing the complete service to the defendant had raised its first invoice dated **December 13, 2019** at **page 62** to the petition for a total sum of **Euro 76,935**. The defendant made part payment thereunder in two phases. The first part payment was for a sum of **Euro 5,098** and the second part payment was for **Euro 14,975** leaving a total outstanding of **Euro 56,862** under the said first invoice.
4. The plaintiff has also raised its second invoice dated **March 17, 2020** for a total sum of **Euro 61,195** at **page 64** to the petition. The defendant has made part payment in six phases as would be evident from **paragraph 15** to the petition leaving a balance outstanding of **Euro 4,315**.
5. Thus, the total claim of the plaintiff has been aggregating to a sum of **Euro 61,177.00** and calculating interest thereupon, the plaintiff has claimed a total sum equivalent to **Rs.68,08,904.95**, as pleaded in **paragraph 33** to the said petition as also in the reliefs in the plaint.
6. This Court is informed that the defendant has not entered its appearance in the suit.

7. From the trail of mails at **pages 83, 91, 94 and 98** of the petition, it appears that the defendant has admitted its liability.
8. The plaintiff then served a demand notice dated **February 9, 2021** at **page 87** to the petition which was replied by the defendant through its email dated **February 13, 2021** at **page 91** to the petition. The said reply of the defendant also shows that the liability has been admitted by the defendant.
9. From time to time notices were issued to inform the defendant as to the pendency of the suit and pendency of the instant application for summary judgment. The affidavit of service affirmed on **December 6, 2025** shows that pursuant to the direction made by this Court dated **November 20, 2025**, necessary newspaper publication was also made and a copy of the newspaper publication is also annexed to the said affidavit of service. The last order dated **January 5, 2026** shows that an opportunity was granted to the defendant to be represented to defend the instant application for summary judgment.
10. Despite notice, none appears for the defendant.

SUBMISSIONS:

11. Mr. Pushan Majumdar, learned Advocate appearing for the plaintiff referring to various pages from the said petition and the averments made in the petition submits that, the transactions between the parties are not disputed by the defendant. On the contrary, the

defendant has made part payment under the said two invoices and the defendant also from time to time admitted its liability towards the plaintiff under the said two invoices. The principal plea of the defendant was Covid-19 pandemic during which the defendant allegedly has suffered loss.

12. In the light of the above, learned Advocate for the plaintiff prays for summary judgment in favour of the plaintiff.

DECISION:

13. After considering the submissions made on behalf of the plaintiff and on perusal of materials on record, it appears to this Court that, despite repeated notices including the substituted service through newspaper publication, the defendant chose not to be represented to defend the proceeding.
14. When a newspaper publication has been made notifying the defendant, it is a notification to the world at large and unless any adverse presumption is drawn on the fact situation, the Court shall accept such publication being sufficient notice upon the defendant.
15. The emails at **pages 52 to 61** of the said petition show that the defendant requested the plaintiff to provide services for conducting foreign trips. The two invoices at **pages 62 and 64** dated **December 13, 2019** and **March 17, 2020** would show that services were provided by the plaintiff to the defendant for which the plaintiff was requested and necessary invoices were raised. The first one was for

a total sum of **Euro 76,935** and the second one was for **Euro 61,195**. The averments made in **paragraphs 11 and 15** of the petition show from time to time several part payments were made by the defendant under the said two invoices. All the part payments were made by transfer of fund from the account of the defendant to the account of the plaintiff. The transaction detail relating to transfer of fund is available at **pages 63 and 65** to the petition.

16. The trail mails at **pages 83, 91, 94 and 98** would show that the defendant had acknowledged and admitted the transaction and its liability towards the plaintiff for making the balance payment under the said two invoices. Thus, the jural relationship between the parties has been admitted.
17. The demand notice dated **February 9, 2021** at **page 87** to the petition was issued on behalf of the plaintiff upon the defendant. The defendant had received it and replied thereto by its email dated **February 13, 2021** at **page 91** to the petition.
18. A close reading of the said reply to the demand notice dated **February 13, 2021** clearly demonstrates that there has been no denial on behalf of the defendant to the claim of the plaintiff but a plea has been taken by the defendant that due to Covid-19 pandemic, it has suffered business loss and could not pay off the dues of the plaintiff. The pandemic has also been over for about last five years.

19. The part payment made by the defendant without any objection or demur being raised relating to the transaction clearly shows an acknowledgment on the part of the defendant of the transaction between the parties and acknowledgement of dues towards the plaintiff. Inasmuch as, the correspondence referred to above exchanged by and between the parties would also demonstrate that the defendant has admitted the balance claim of the plaintiff.
20. The claim in the plaint shows after giving adjustment and due credit to the part payment already made by the defendant, the plaintiff has claimed a sum of **Rs.68,08,904.95** as principal claim which was equivalent to Indian currency at the relevant point of time when the plaint was filed. The plaintiff has also claimed interest.
21. The law is well settled that when there is no agreement between the parties with regard to payment of interest nor any statutory compulsion for payment of interest, the rate of interest and payment of it, is the discretion of the Court. In the instant case, there has been no such agreement between the parties nor any statutory requirement for payment of interest.
22. In view of the above, since there is no defence or *bona fide* defence, appears to have been taken by the defendant and since the defendant is not interested to defend the claim of the plaintiff, it is a fit and proper case, where this Court shall proceed to deliver a

summary judgment on the basis of the claim of the plaintiff and on the basis of the available materials on record.

23. Accordingly, there shall be a **summary decree** for a principal sum of **Rs.68,08,904.95** together with interest at the rate of **4%** per annum from the date of the demand notice dated **February 9, 2021** until the payment is tendered to the plaintiff by the defendant.

24. The decree shall be drawn up and completed expeditiously upon compliance of all the formalities required in law.

25. Resultantly, the instant petition **IA No. GA-COM/4/2025** stands **allowed** without any order as to costs.

26. The suit **CS-COM/109/2025** stands decreed accordingly.

(ANIRUDDHA ROY, J.)

RS/kc