



WEB COPY

CS No. 370 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19-01-2026

CORAM

THE HON'BLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

CS No. 370 of 2020

M/s.Sun TV Network Ltd.

Rep. by its Auth. Sign. M.Jothibas, Murasoli
Maran Towers, No.73, MRC Nagar, Ch-28.

..Plaintiff(s)

Vs

Landmark 360 Media Pvt. Ltd.

Rep. by its Directors,
Suite No.566, Kaveri Complex, 5th Floor,
No.96/104, Nungambakkam High Road, Ch-34.

..Defendant(s)

PRAYER: Plaintiff is filed under Order IV Rule 1 of Original Side Rules Read With Section 2(1)(c)(i) Read With 1st Proviso of Section 7 of Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 (Act 4 of 2016 and Order VII Rule 1 of CPC, praying to grant a judgment and decree on the following terms:-

A. Directing the Defendant to pay a sum of Rs.1,19,64,458/- (Rupees One Crore Nineteen Lakhs Sixty Four Thousand Four Hundred and Fifty Eight Only)

B. Direct the defendant to pay interest on the said sum of Rs.1,19,64,458/- from 15/05/2019 till the date of realisation.

C. Cost of the suit.



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For Plaintiff(s):

Ms.Anjanaa Aravinda
for M/s.R.Palaniandavan

For Defendant(s):

Defendant Set *Ex parte* On 13.10.2023

JUDGMENT

The suit was filed for recovery of a sum of Rs.1,19,64,458/- (Rupees One Crore Nineteen Lakhs Sixty Four Thousand Four Hundred and Fifty Eight only) with interest thereon from 15.05.2019 till the date of realization.

2. By order dated 13.10.2023, it was recorded that the defendant had not entered appearance in spite of service of suit summons and was set *ex parte* on that account. Even thereafter, the defendant did not apply to set aside the said order.

3. The plaintiff adduced *ex parte* evidence by examining M.Jyothibas, Authorized Signatory, as P.W.1. In course of the examination in chief of P.W.1, 6 documents were exhibited as Exs.P1 to P6.

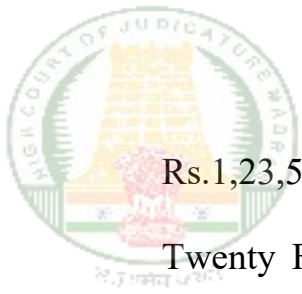
4. Learned counsel for the plaintiff invited my attention to Exs.P2 to P4 to



point out that the defendant admitted its liability to the extent of Rs.1,89,67,963/- (Rupees One Crore Eighty Nine Lakhs Sixty Seven Thousand Nine Hundred and Sixty Three only) as on 31.12.2016. After giving credit to payments made subsequently, learned counsel points out that the defendant admitted liability to the extent of Rs.1,19,64,458.59/- (Rupees One Crore Nineteen Lakhs Sixty Four Thousand Four Hundred and Fifty Eight and Fifty Nine paise only) for bills raised up to 30.04.2019. After pointing out that this sum has been claimed in the suit, learned counsel also submits that the transaction being commercial in nature, the plaintiff is entitled to interest at commercial rates.

5. The plaintiff has adduced evidence of the defendant's liability, including by way of the admissions in Exs.P2 to P4. The suit was instituted after issuing lawyer's notice dated 10.10.2019 (Ex.P5).

6. On the basis of the evidence adduced by the plaintiff and taking note of the absence of any contra evidence, the plaintiff has established the principal suit claim. As regards interest, there is no contractual rate of interest. Considering that the transaction is commercial in nature and taking note of the prevailing rate of interest and inflation, the defendant shall pay interest at the rate of 12% per annum from 15.05.2019. Since costs follow the event, as the successful party, the plaintiff is entitled to costs. The plaintiff has paid about



Rs.1,23,525/- (Rupees One Lakh Twenty Three Thousand Five Hundred and Twenty Five only) as court fee. Apart from court fees, the plaintiff is also entitled to reasonable lawyers fees and other expenses. In the aggregate, the defendant shall pay a sum of Rs.4,00,000/- (Rupees Four Lakhs only) as costs to the plaintiff.

7. In the result, the suit is decreed by directing the defendant to pay the plaintiff a sum of Rs.1,19,64,458/- (Rupees One Crore Nineteen Lakhs Sixty Four Thousand Four Hundred and Fifty Eight only) with interest thereon at 12% per annum from 15.05.2019 till the date of realization. In addition, the defendant shall pay a sum of Rs.4,00,000/- (Rupees Four Lakhs only), in the aggregate as costs to the plaintiff towards court fees, lawyer's fees and other expenses.

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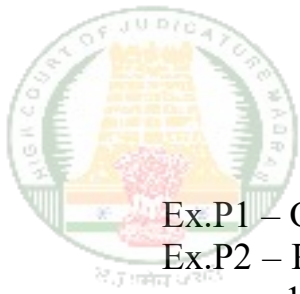
Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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Plaintiff Side Witness:

P.W.1 – M.Jyothibasu

Plaintiff Side Documents:



Ex.P1 – Original Board Resolution dated 29.05.2015.

Ex.P2 – Photocopy of confirmation of outstanding dues by the defendant dated 10.01.2017.

Ex.P3 – Original Confirmation of outstanding dues by the defendant dated 24.01.2019.

Ex.P4 – Photocopy of confirmation of outstanding dues by the defendant dated 15.05.2019.

Ex.P5 – Office copy of legal notice dated 10.10.2019.

Ex.P6 – Original receipt (6 Nos.), Acknowledgment cards (5 Nos.) and Returned Cover (1 No.) of the RPAD Post sent to the defendant and its clients.

Defendant side witness and documents:

-NIL-

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SENTHILKUMAR RAMAMOORTHY, J.

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