IN THE COURT OF Sh RAJESH KUMAR GOEL
District Judge (Commercial Court) -02,
Central, Tis Hazari

DLCT010032872026

CS (COMM.) 219/2026
CNR No. DLCT010032872026

In the matter of
(As per amended memo of parties)

M/s Dev Stainless Steel Pvt. Ltd
Through its Director
Devraj Choudhary

Having its office at
10578/50
Shankar Gali no.2
Motia Khan, Paharganj
New Delhi -110055 ……*Plaintiff*

Versus

M/s KDS Components
Through its Proprietor

Dinesh Kumar
Off. At Plot NO.121,
Sector 7, IMT Manesar
Gurgaon,
Haryana-122052

Also at:-

Plot No. 106,
Sector 7, IMT Manesar
Gurugram, Haryana 122052 ……*Defendant*

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Date: 2026.09.08 12:27:50 +0530

Presented on : 19.02.2026
Registered on : 20.02.2026
Date of Final Arguments : 07.09.2026
Decided on : 07.09.2026
Duration : 0 years, 6 months, 16 days

Advocate for Plaintiff : Sh. Sahil Gahlot
Advocate for Defendant : Defendant is Exparte

JUDGMENT (Exparte)

1. Vide this judgment, I shall dispose of the present suit for recovery of 5,11,518/- (Rs Five Lakh Eleven Thousand Five Hundred and Eighteen only) along with pendentelite and future interest @ 18 % p.a filed by the M/s Dev Stainless Steel Pvt. Ltd through its Director Devraj Choudhary ***(herein after referred to as 'plaintiff' company)*** against the defendant M/s KDS Components through its proprietor Dinesh Kumar ***(herein after referred to as ' the defendant')***.

FACTUAL MATRIX

2. The brief facts of the case, as mentioned in the plaint are that plaintiff company is a Private Limited Company incorporated under the provisions of the Companies Act, 1956 and is engaged in the business of manufacturing and trading stainless steel ***(herein after referred to as 'goods');*** the present suit has been filed through Devraj Choudhary, Director

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of the Plaintiff Company, duly authorised by a Board Resolution; during the period between January 2022 and February 2022, in the ordinary course of business, the plaintiff company supplied the goods to the defendant against duly issued tax invoices; the goods were supplied from Delhi to the defendant's place of business through transporter and e-way bills were generated for movement of the goods.

3. It is the case of the plaintiff company that the defendant received, accepted and utilised the goods without demur and protest; the business transactions between the parties were on a running account basis; the defendant while acknowledging the outstanding liability made a part payment of Rs 50,000/- on 31.08.2023 through cheque bearing no. 070701 dated 28.08.2023 drawn on Canara Bank; at the time of making the said payment, the defendant assured the plaintiff company that the remaining balance would be cleared shortly but the defendant failed to make the outstanding payment; as per the said ledger account, a total sum of Rs 5,11,518/- is due and outstanding against the defendant; despite repeated oral reminders, telephonic follow-ups and requests from payment, the defendant failed,

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neglected and refused to pay the outstanding amount. Hence, the present suit was filed.

4. Since the subject matter of the suit is a commercial dispute, therefore, the plaintiff company appears to have approached Central DLSA in terms of section 12 (A) of the Commercial Court Act, 2015 and the Central DLSA has released a non-starter report dated 28.08.2025 in pre-institution mediation process.

5. Summons of the suit were issued to the defendant but despite the service through speed post, which received back with the report 'refusal', and through substituted mode of service by way of publication in the newspaper 'Dainik Jagran' dated 15.07.2026, defendant has chosen not to appear, therefore, the defendant was proceeded exparte vide order dated 30.07.2026

6. On 30.07.2026, following issues were framed by this Court and the schedule for Second Case Management Hearing was fixed:-

1. **Whether this court has territorial jurisdiction to entertain and try the present case ? (OPP)**

2. **Whether the present suit of the plaintiff is barred by limitation ? (OPP)**

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3. **Whether the plaintiff is entitled for recovery of Rs. 5,11,518/- as prayed for ? (OPP)**

4. **In case the issue no. 3 is decided in affirmative, whether the plaintiff is entitled for any interest ? If so, at what rate and for what period ? (OPP).**

5. **Relief.**

7. Thereafter, in support of its case, the plaintiff company has examined three witnesses i.e its Director/AR Dev Raj Chaudhary as PW1, Shubham Yadav, Tax Assistant IAEA House, CGST as PW2 and Ajay Kumar from Canara Bank as PW3.

8. PW1 Dev Raj Chaudhary filed his evidence by way of affidavit **ExPW1/A** and has deposed on the lines of the averments made in the plaint. He also relied upon the following documents:-

S.No	**Document/Particulars**	**Exhibit(s)**
1.	Certificate of incorporation of plaintiff company	**ExPW1/1**
2.	Copy of board resolution dated 09.10.2022	**ExPW1/2**
3.	Non-starter report dated 28.08.2025	**ExPW1/3**
4.	Ledger account of the defendant firm	**ExPW1/4**
5.	Copy of invoice dated 24.01.2022	**ExPW1/5**
6.	Transport Delivery receipt	**ExPW1/6**
7.	Invoice dated 31.01.2022	**ExPW1/7**
8.	Transport delivery receipt	**ExPW1/8**

9.	Copy of E-way bill dated 31.01.2022	**ExPW1/9**
10.	Copy of invoice dated 07.02.2022	**ExPW1/10**
11.	Transport delivery receipt	**ExPW1/11**
12.	Copy of E-way bill dated 07.02.2022	**ExPW1/12**
13.	Copy of invoice dated 23.02.2022	**ExPW1/13**
14.	Copy of E-way bill dated 23.02.2022	**ExPW1/14**
15.	Bank Account statement of the plaintiff	**ExPW1/15**
16.	Affidavit u/o XI Rule 6 CPC r/w section 63 of BSA,2023	**ExPW1/16**

9. PW2 Shubham Yadav is a summoned witness Office of Assistant Commissioner, CGST, New Delhi, who deposed that he has been authorised by the Assistant Commissioner Aayush Srivastav vide communication dated 01.09.2026 **ExPW2/A** to appear before this court and to produce the summoned record i.e the copies of the e-way bills **ExPW2/B (colly)**.

10. PW3 Ajay Kumar is a summoned witness from the Canara Bank who produced the statement of account for the period from 30.08.2023 to 01.09.2023 pertaining to the account no. 2413201001530 maintained in the name of Dev Stainless Steel Pvt. Ltd **ExPW3/A** at the Wazirpur Branch. He produced the copy of the cheque

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bearing no.070701 dated 28.08.2023 in the sum of Rs 50,000/- deposited with the bank by M/S Dev Stainless Steel Pvt. Ltd **ExPW3/B.**

11. No other witness was examined by the plaintiff company, and the exparte plaintiff evidence came to be closed.

12. Ld. Counsel for the plaintiff company by referring to the written submission filed today, submitted that there is no challenge to the case of the plaintiff company as the defendant has chosen not to appear despite service; the plaintiff company has been able to establish that the goods were supplied to the defendant and an amount of Rs 5,11,518/- is still due and outstanding against the defendant; the testimonies of the plaintiff witnesses have gone unchallenged, therefore, the plaintiff company is entitled for the decree as prayed for.

13. I have gone through the material available on record and heard the Ld. Counsel for the plaintiff company.

Issue No.1

Whether this court has territorial jurisdiction to entertain and try the present case ? (OPP)

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14. Although, the defendant has already been proceeded exparte still it is the duty of the court to

see whether this court has the jurisdiction to entertain and adjudicate the present dispute.

15. It is stated on behalf of the plaintiff company that the office of the plaintiff company is situated at Pahar Ganj, Delhi which falls within the jurisdiction of this court. Moreover, the invoices **ExPW1/5, ExPW1/7, ExPW1/10 and ExPW1/13,** also bear the address of the plaintiff company as of Paharganj. As noted herein above, Paharganj falls within the jurisdiction of this court. That being so, this court has territorial jurisdiction to try and entertain the present case. Hence, issue no.1 is decided in favour of the plaintiff company and against the defendant.

Issue No.2

Whether the present suit is barred by limitation? (OPD)

16. The plaintiff company has filed the present suit for recovery of money, for which the limitation is three years from the date when the cause of action arises. From the evidence adduced by the plaintiff company, it has come on record that the plaintiff company had supplied the goods to the defendant vide invoices **ExPW1/5, ExPW1/7, ExPW1/10** and **ExPW1/13 and e-way bills ExPW1/9, ExPW1/12** and **ExPW1/14.** The last invoice, **ExPW1/13** is dated

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23.02.2022. It has also come on record that as per the statement of account **ExPW1/4,** the last payment of Rs 50,000/- was received by the plaintiff company on 31.08.2023 vide cheque dated 28.08.2023 **ExPW3/B.** Therefore, the cause of action has arisen on all the aforesaid dates including on 31.08.2023. The present case has been filed on **19.02.2026.** Thus, this court is of the considered opinion that the plaintiff company has filed the present suit within the period of limitation as prescribed under the law. Issue no.2 is also decided in favour of the plaintiff company and against the defendant.

Issue no.3

Whether the plaintiff is entitled for the recovery of Rs 5,11,518/- as prayed for ? (OPP).

17. In order to prove its case, the plaintiff company has examined three witnesses. From the testimony of PW1 Dev Raj Chaudhary, it has come on record that the plaintiff company has supplied the goods to the defendant vide invoices **ExPW1/5, ExPW1/7, ExPW1/10 and ExPW1/13.** The sale and the supply of the goods has been supported and corroborated by e-way bills **ExPW1/9, ExPW1/12, ExPW1/14** and the transport delivery receipts **ExPW1/6**, **ExPW1/8** and **ExPW1/11**.

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18. Further, it has also come on the record that the plaintiff company was maintaining the ledger account **ExPW1/4** of the defendant according to which as on 31.08.2023, principal amount of **Rs 5,11,518/-** is due and outstanding against the defendant.

19. The case of the plaintiff company has gone unchallenged as the defendant has chosen not to appear before the court and not to contest the suit by filing the written statement. The testimonies of plaintiff witnesses have gone un-rebutted and un-controverted and there is nothing on record to disbelieve the same. Thus, the plaintiff company has been able to establish on record that the defendant was under legal obligation to pay principal outstanding amount of **Rs 5,11,518/-** to the plaintiff company.

Issue No.4

In case the issue no. 3 is decided in affirmative, whether the plaintiff is entitled for any interest ? If so, at what rate and for what period ? (OPP).

20. The plaintiff company has claimed the interest from the date of the invoices till filing of the present suit and pendente-lite and future interest also.

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21. As far as the claim of the plaintiff company in respect of the interest from the respective dates of invoices till realisation is concerned, the same is liable to be rejected for the reasons that the plaintiff company has not come up with the specified value of the interest claimed and admittedly had not made the payment of the court fees. In case the plaintiff company had wished to claim the such interest, it should have been pleaded in the plaint by quantifying the amount of interest claimed indicating the period and rate of interest also which is not there. In the absence of the same, the plaintiff company cannot be awarded any interest till the filing of the present suit.

22. As regards the pendente-lite and future interest is concerned, the plaintiff company has claimed the same @ 18 % p.a. Keeping in view the overall facts and circumstances of the case, Court is of the view that same is on higher side. Interest of justice would be met by awarding pendente lite and future interest @ 8% per annum, so is ordered accordingly. Issue no.4 also stands answered.

Issue No.5 Relief

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23. In view of my aforesaid discussion and

findings on the issues, the Court is of the view that the plaintiff company has been able to prove her case against the defendant. Thus, the suit is decreed in favour of plaintiff company and against the defendant and following reliefs are granted:-

(i.) **The plaintiff company is entitled to recover Rs 5,11,518/- (Rs Five Lakh Eleven Thousand Five Hundred and Eighteen only) from the defendant.**

(ii.) The plaintiff company is also awarded the pendentelite and future interest @ 8% per annum.

(iii.) Cost of the suit is also awarded in favour of the plaintiff company.

24. Decree sheet be prepared accordingly.

25. File be consigned to Record Room, after due compliance.

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(Rajesh Kumar Goel)

District Judge (Commercial)-02
Central, Tis Hazari Courts
07.09.2026

Announced in the Open Court
today i.e: 07.09.2026

(digitally signed on 08.09.2026)