

IN THE COURT OF SH. ANIL KUMAR SISODIA: DISTRICT JUDGE
(COMMERCIAL COURT-01),
PATIALA HOUSE COURTS, NEW DELHI

CNR NO. DLND010032472024
CS (COMM) NO. 352/2024



Mr. Dinesh Jain

Proprietor of Kraft Corporation

Having office at:

C-114, Lajpat Nagar-II,

New Delhi-110024

.....Plaintiff

Versus

Ms. Manvi Sabarwal

Proprietor of M/s Reps Printers

Having office at: WZ/572-A, 1st Floor,

Naraina Village, New Delhi-110028

R/o EG-104, 3rd Floor, Inderpuri IARI

(Inderpuri Main Market),

New Delhi-110012

.....Defendant

Date of e-filing of suit: - 09.04.2024

Date of reserving for order: - 03.09.2026

Date of pronouncement: - 07.09.2026

Ex-parte Judgment

1. Plaintiff has filed the commercial suit for recovery of Rs. 10,21,707/- (Rupees Ten Lakhs Twenty One Thousand Seven Hundred

Seven Only) along with future interest against the defendant.

2. The case of the plaintiff as stated in the plaint is that plaintiff is proprietor of M/s Kraft Corporation and is engaged in the business of Kraft papers and used to supply the same throughout the country to its customers. Defendant is the sole proprietor of M/s Reps Printers. It is stated that defendant approached the plaintiff for purchasing the goods. Defendant proposed to purchase the goods/articles in the name of its firm and the payments against the supply of goods shall also be made from the account of the firm M/s Reps Printers. Defendant assured and promised that the payments against the supplied articles/ goods shall be cleared within a month's time from the date of receipt of the bill from the plaintiff. Believing in the promise and assurances made by the defendant, the plaintiff agreed to supply the articles/ goods to the defendant. Accordingly, plaintiff had supplied Kraft papers to the defendant at the registered address on various occasions. After supply of goods /articles, plaintiff used to raise a bill against the supplied goods. It is further stated that the defendant was not regular and prompt in paying the bill amount. Defendant used to pay the bill in part. Defendant was also not paying the amount on time. During the period 01.04.2022 to 08.06.2022, the plaintiff supplied the articles/ goods to the defendant on various occasions. Plaintiff has supplied goods to the defendant amounting to Rs. 20,29,785/-, however, the defendant has paid an amount of Rs. 10,71,078/- only against the said bills and an amount of Rs. 10,21,707/- is still due and outstanding against the defendant. Plaintiff approached the defendant several times through telephone, personal meeting and also sent mails, requesting the defendant to pay the outstanding amount. However, defendant deliberately and intentionally

failed to pay the outstanding amount to the plaintiff. It is further stated that the defendant admitted her liability through emails dated 10.11.2022 and 21.02.2023 but failed to make the payment. The plaintiff was constrained to issue legal notice through his counsel by speed post on 05.07.2023, which was duly served upon the defendant, but defendant failed to give any reply to the same or to make the payment. Finding no alternative, the plaintiff has filed the present suit against the defendant.

3. Summons of the suit were issued to the defendant. Defendant was served with the summons through email on 21.08.2025 and through whatsapp on 22.08.2025 and thereafter with complete paper books on 22.09.2025. However, none appeared on behalf of the defendant despite service, nor any WS was filed on behalf of the defendant. Hence, right of the defendant to file WS was closed vide order dated 23.09.2025, and defendant was proceeded ex-parte vide order dated 03.09.2026.

4. To prove his case, plaintiff has examined himself as PW-1. PW-1 has filed his examination-in-chief by way of affidavit Ex.PW-1/A and has reiterated the facts stated in the plaint. The witness has relied upon the following documents: -

S. NO	Documents	Exhibit
1	Tax Invoices and E-way bills	Ex. PW1/1 (colly 9 pages) (Page no. 31 to 39 of paper book).
2.	Copy of Ledger account	Ex.PW-1/2 (page no.40 of paper book)

3.	Printout of screenshot of email	MarkPW-1/3 and Mark PW-1/4 (page no.47 and 48 of paper book)
4.	Copy of legal demand notice and its postal receipts.	Mark PW-1/5 and Mark PW-1/6 (page no. 49 to 55 of paper book respectively)
5.	Non starter report.	Ex.PW-1/7 page no.56 of paper book)

Thereafter, PE was closed.

5. I have heard the arguments of Ld. counsel for the plaintiff and have perused the record carefully.

6. The testimony of PW-1 has remained unassailed and unrebutted as defendant has not contested the suit. The plaintiff has proved on record the invoices through which goods were sold to the defendant as Ex. PW-1/1 (colly) along with the e-way bills. The ledger account showing the sale of the goods and payment receipts has been exhibited as Ex. PW-1/2. As per the ledger account, the last payment was made by the defendant on 31.08.2022. The plaintiff has also proved on record the emails Mark PW-1/3 and Mark PW-1/4 wherein defendant assured to clear the outstanding payment. The legal demand notice has been proved as Mark PW-1/5 and copy of postal receipts have been proved as Mark PW-1/6 and NSR has been proved as Ex. PW-1/7.

7. From the unrebutted testimony of PW-1 and the documents proved on record, I am of the considered opinion that the plaintiff has

established his case that he had supplied goods to the defendant vide invoices Ex. PW-1/1 (colly). The ledger account also shows a balance amount of Rs. 10,21,707/- due and outstanding against the defendant, which the plaintiff is entitled to recover from the defendant.

8. The suit is within the period of limitation. This court has territorial jurisdiction to entertain and try the present suit as the office of plaintiff is situated at Naraina Village, New Delhi which falls within the territorial jurisdiction of this court.

9. The plaintiff has claimed pendente lite and future interest @ 24% p.a on the ground that the transaction with the defendant was commercial in nature and the invoices stipulated interest @ 24% p.a.

10. In **Central Bank of India Vs Ravindra & Ors., (2002) 1 SCC 367**, it was held that award of interest, pendente lite and post decree is discretionary with the courts as it is essentially governed by Section 34 of the CPC de-hors the contract.

11. Having regard to the lending rate of interest of the bank for the commercial transactions, this court is of the view that simple interest @9% per annum is reasonable and would serve the ends of restitutive justice. In the circumstances, plaintiff is held entitled to simple interest @ 9% per annum from the date of filing of the suit till its realization.

12. Accordingly, the suit of the plaintiff is decreed. A decree of Rs. Rs. 10,21,707/- is passed in favour of the plaintiff and against the defendant. The plaintiff shall also be entitled to simple interest on the

aforesaid amount @ 9% per annum from the date of filing of the suit till its realization. Plaintiff shall also be entitled to cost of the suit.

Decree sheet be prepared accordingly.

File be consigned to record room after due compliance.

Announced in the open Court
Dated: **07.09.2026**

(ANIL KUMAR SISODIA)
District Judge (Commercial Court-01)
New Delhi District, Patiala House Courts,
New Delhi