

CNR No.HRSI02000997-2023

CS-737-2023

Jan Nayak Chaudhary Devi Lal Vidyapeeth & Anr. Vs. Sukhvinder &
Ors.

HRSI020009972023



Presented on : 23-08-2023

Registered on : 23-08-2023

Decided on : 07-08-2026

Duration : 2 years, 11 months, 15 days

IN THE COURT OF RAMANDEEP KAUR, CIVIL JUDGE (JUNIOR
DIVISION), SIRSA.

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1. Jan Nayak Chaudhary Devi Lal Vidyapeeth, Barnala Road, Sirsa through its Registrar.
2. Registrar, Jan Nayak Chaudhary Devi Lal Vidyapeeth, Barnala Road, Sirsa.

...Plaintiffs.

Versus

1. Sukhvinder, Proprietor/partner/authorized person, Apex Dental Equipment's #2940 Near Regenta Classic Hotel Indira Nagar, Ludhiana-141003. M.No.09541-43005.
2. Apex Dental Equipment's #2940 Near Regenta Classic Hotel Indira Nagar, Ludhiana-141003 through its proprietor/partner/authorized person Sukhvinder.

...Defendants

Suit for recovery of Rs. 90,098/-

Present: Sh. Ravinder Monga, Advocate for plaintiff.

Defendants No. 1 and 2 proceeded ex parte vide order dated
30.10.2025.

JUDGMENT:-

The plaintiff has filed the present suit for recovery of Rs.90,098/- i.e. Rs.70,389/- as principal amount plus Rs.19,709/- as interest at the rate of 2% per annum calculated upto 30.06.2023, along with future interest @ 2 % per month from 01.07.2023 to till realization of the whole

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amount.

2. In brief, the facts of the case are that the plaintiff-Jan Nayak Chaudhary Devi Lal Vidyapeeth is an educational institution having number of educational courses including Dental College. The plaintiff no.2 is the Registrar of the same and is duly authorized to file the present suit on the basis of valid resolution passed by the members of the same. As per the requirement of the Dental College the procedure for fulfillment the same was adopted. The quotations from the concerned persons were invited as per the list of requirement given by the concerned dental college. The defendants have applied for the same and submitted the quotations on 15.02.2022. After due discussion about the quality and rates of the items mentioned in the list with the defendants, the plaintiff agreed to purchase 29 items worth of Rs.2,35,099/- from the defendant firm/concern. After accepting the rates and for supplying the required items on the agreed and mutual consent the defendants ready to supply the items mentioned in the list, accordingly the plaintiffs have placed the orders to the defendants for supplying the same within stipulated period. As per the oral verbal agreement the plaintiff have make the payment of 80% of the total amount in the shape of advance payment of Rs.1,88,063/- to the firm of defendants against the total order of Rs.2,35,079/-. The said amount had been transferred through RTGS on 07.03.2022 as per cheque No.530164 dated 07.03.2022 as per the mutual agreed terms and conditions with the defendants. Upon receiving the amount the defendants acknowledge the same and assure that he shall supply the entire list items within a short

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spam of period. The defendants in order to fulfill his commitment, supplied short material worth Rs.1,17,674/- to the plaintiff. Although the defendant verbally make a request that few of the items mentioned in the list left to be supplied being not available and further assured that he shall arrange the same within a week time along with the invoice, warranty/guarantee papers. The plaintiffs make it clear to the defendants that he had supplied the items worth Rs.1,17,674/- against the advanced payment of Rs.1,88,063/- on 27.04.2022. The plaintiff contacted the defendants many times and inquired for non-supplying the remaining items agreed and assured by him, even as per the mutual terms between the parties, 80% advance amount had already been paid to the defendants as mentioned in order dated 05.03.2022. The plaintiff sent a letter to the defendants through speed-postdated 24.02.2023 with the subject for not supplying the dental material. Even the plaintiff had also sent a mail to the defendants on 15.07.2022 with the request to supply the pending material at the earliest. But, the defendants had showed hare negligence for not supplying the remaining material agreed and assured by the defendants. Although as per the prevailing trend of the market, the defendants are under legal obligation to supply the remaining material as he had already received 80% of the total amount of Rs.2,35,079/-. The defendants are aware that the plaintiffs are facing regular difficulties for non-availability of the required items. The plaintiffs are also facing regular complaints from the dental college and department due to shortage of the items, hold by the defendants. The staff of the dental college as well as students, are also facing regular problems,

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on account of the same this issue has become so serious with the dental college. The management of the college has decided to sue legal action against you at the earliest.

The plaintiff had given the defendants an order of Rs.2,35,079/- for supplying the material in dental college and hospital. The defendants have only supplied material to the worth of Rs.1,17,674/- against the payment of Rs.1,88,063/-. Now, there are two option are left for the defendants i.e. either to supply the remaining order to the plaintiff without any delay or to refund the received advance amount of Rs. 1,88,063/- along with prevailing rate of interest. The defendants are also aware that delivery of part items are still laying without any use, as the defendants have been intentionally not supply the complete items. Due to the negligence and carelessness of the defendants conduct the plaintiff have to suffer huge financial losses by arranging urgent needs and demand of dental college/hospital. Although the plaintiff also reserves to recover additional amount from the defendants on account of purchasing few items from the outside on a higher rate being urgent need and demand. The plaintiff no.2 has demanded the aforesaid amount along with agreed interest thereon from the defendants on several times, but he always continued putting off the matter with one pretext or the other. Constrained by the conduct of defendants, the plaintiff, through hare counsel Shri Ravinder Monga, Advocate, Sirsa got issued a registered legal notice on 22.03.2023, but the defendants have managed to endorse the report that addressee left. However, the legal notice sent to the defendant on his

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correct address as per The General Clauses Act. Despite the issuance of legal notice, the defendants did not make the payment. Hence, the present suit.

3. Upon notice, the defendants did not appear before the court and proceeded against ex-parte vide order dated 30.10.2025. Further, the case was fixed for ex-parte evidence of plaintiff.

4. In exparte evidence the plaintiff examined **Sudhanshu Gupta, Registrar, Jan Nayak Chaudhary Devi Lal Vidyapeeth** as PW1 who tendered affidavit Ex.PW1/A, reiterating the contents of plaint. He also tendered documents as Ex.P1 to Ex.P10 to be read in his evidence.

PW2 Deepak Kumar, Superintendent, Jan Nayak Chaudhary Devi Lal Vidyapeeth as PW2 has tendered his duly sworn affidavit as Ex.PW2/A, reiterating the contents of plaint. He also tendered documents as Ex.P11 to Ex.P20 to be read in his evidence.

The documents tendered and proved by plaintiff are as under:-

Ex.P1	Legal Notice
Ex.P2	Postal Receipt
Ex.P3 & Ex.P4	Envelops
Ex.P5 to Ex.P8	Return envelops
Ex.P9	Tracking report
Ex.P10	Postal receipt
Ex.P11	Quotation dated 15.02.2022.
Ex.P12	Account statement of plaintiff showing payment of Rs.1,88,063/- on 07.03.2022; and copy e-mail dated

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	15.07.2022.
Ex.P13	Copy of e-mail regarding non-supply of Dental Material dated 25.03.2023.
Ex.P14	Postal Receipt
Ex.P15	Copy of e-mail dated 24.02.2023.
Ex.P16	Copy of e-mail dated 15.07.2022.
Ex.P17	List of items for Dental Chairs received by Dental Store on dated 27.04.2022.
Ex.P18	Revised order dated 05.03.2022.
Ex.P19	List of items and acknowledgment of Rs.70,389/-.
Ex.P20	Copy of quotation dated 15.02.2022.

Thereafter, learned counsel for the plaintiff closed ex-parte evidence of plaintiff on 24.04.2026.

5. I have heard the learned counsel for the plaintiff and perused the case file with due care.

6. In order to prove its version, the Registrar of Jan Nayak Chaudhary Devi Lal Vidyapeeth has examined himself as PW1. He tendered his duly sworn affidavit Ex.PW1/A and proved documents Ex.P1 to Ex.P10. Ex.P1 is legal notice, Ex.P2 is postal receipt and Ex.P3 and Ex. P4 are envelopes. Ex.P5 to Ex.P8 are return envelopes. Further, Ex.P9 and Ex.P10 are track report and postal receipt. Ex.P11 is the quotation submitted by the defendant. Ex. P12 are copy of e-mail sent by the plaintiff to defendant for supply of the material and account statement of the plaintiff showing payment made to defendant of Rs.1,88,063/- on 07-03-2022. Ex.P13 is a copy of e-mail from the plaintiff to defendant for supply

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of the material against the advance payment made by the plaintiff. Ex. P14 is the copy of postal receipt dated 24/02/2023. Ex. P15 and Ex.P16 are copies of e-mail dated 24/02/2023 and 15/07/2022 respectively by the plaintiff to the defendant. Ex.P17 is the list of dental items received by dental store on 27/04/2022. Ex. P18 is the revised order dated 05/03/2022 having the handwritten note regarding payment made by the plaintiff. Ex.P19 is the list of items having handwritten note of balance amount Rs.70389/-.Ex.P20 is the copy of the quotation list. After perusal of the above said documents, an inference can be drawn that neither all the goods mentioned in Ex. P19 has been supplied by defendant to the plaintiff nor balance amount of Rs.70389/- has been returned to the plaintiff.

7. On notice, defendant did not appear before the court and was proceeded against exparte on 30.10.2025. The defendants were well within the knowledge of the present suit but absented themselves for the reasons best known to them. Hence, an adverse inference can be safely drawn against the defendants intentionally absented himself to avoid the proceedings.

8. The plaintiff by way of oral as well as documentary evidence has proved his case. The defendants did not appear before the court to rebut the contention of the plaintiff. Since, the defendant was proceeded exparte, therefore, the evidence given by the plaintiff remains un rebutted. Moreover, Ex.P1 to Ex.P20 are further corroborated by the oral evidence of the plaintiff. Further, Ex.P19 is the acknowledgment on the part of

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defendants that a balance of Rs.70,389 is pending towards plaintiff.

9. Keeping in view the above discussion and findings, the suit of the plaintiff is hereby decreed with costs, to the extent that the plaintiff is entitled to recover an amount of Rs.90,098/- (Rs.70,389/- as principal + Rs.19,709/- as interest at the rate of 2 % per annum calculated upto 30.06.2023) and further interest at the rate of 6 % per annum from the filing of the suit to till realization of the final payment. The defendant is granted a period of three months to make the payment. Decree-sheet be prepared accordingly. File be consigned to record-room after due compliance.

Pronounced in open Court.
Date. 07.08.2026.

(Ramandeep Kaur),
Civil Judge (Jr. Division),
Sirsa. (UID No.HR0701)

Note: All the pages of this judgment have been checked and signed by me.

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Civil Judge (Jr. Division),
Sirsa. (UID No.HR0701)

Renu Bala, Steno-III

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