

MHNG020050122025



Presented on : 07.08.2025

Registered on : 08.08.2025

Decided on : 13.07.2026

Duration : Y M D
00 11 06

IN THE COURT OF 2nd JT. CIVIL JUDGE (JR. DN.), NAGPUR
(Presided over by : Smt. M.M.More/Pawde)

Summary Civil Suit No. 492 of 2025**Exh.No. 15****M/s. Sheetal Health Care Services**

through its Proprietor Shri Nitin Verma,
Aged 45 years, Occ.- Business,
R/o. House No.588, Opp. Buddha Vihar,
Gokulpeth, Nagpur-440010.

... Plaintiff**Versus****Hope Multi-specialty Hospital
& Research Center Nagpur**

Through its Proprietor, Dr. B.K. Murli,
Aged —Major, Occupation- Doctor,
Situating at Plot No.2, Kamptee Road,
Teka Naka, Nagpur-44001

...Defendant

Summary suit: under Order XXXVII of the Code of Civil Procedure
1908 for recovery of amount of Rs. 2,50,000/-

Appearances -

Advocate for the plaintiff : A.A.Kashikar

Advocate for the defendant : A.S.Thotange

JUDGMENT
(Delivered on 13.07.2026)

The present summary suit is instituted to recover an amount of Rs. 2,50,000/- alongwith interest @ 18% per annum.

Brief facts of the plaintiff's case is as under:-

02. The plaintiff is the proprietor of Sheetal Health Care Services, a registered supplier/distributor of cardiac stents, PTCA balloons, spinal implants and other medical devices. The defendant runs Hope Hospital and Ayushman Nagpur Hospital and their respective pharmacies. According to the plaintiff, from April 2023 onwards the defendant regularly placed oral purchase orders for supply of medical devices. The plaintiff supplied the goods from time to time and invoices were raised accordingly. Initially, payments were allegedly made, creating confidence between the parties. Subsequently, despite acceptance of the goods, the defendant allegedly failed to pay the outstanding amount of rs.2,02,724/-. A legal notice dated 03.02.2025 demanding payment was served but no payment was made by the defendant. Hence, the present suit.

03. Suit summons were issued to defendants under Order 37 Rule 2 of C.P.C. He appeared in the matter but failed to file lieu to defend application till date.

04. Perused the record. Heard learned advocate for the plaintiff at length. The points which arise for determination along-with findings and reasons are as under:-

Sr.No	POINTS	FINDINGS
1	Whether the plaintiff is entitled to the relief claimed?	Yes
2.	What order ?	Suit is decreed with costs.

REASONS

05. In order to prove the case, the plaintiff has filed affidavit, filed/uploaded certified copies documents with list under the caption of Exh.14 The registration certificate is at (Exh.14/1), copy of copy of Ledger Book is at (Exh.14/2), copy of legal notice is at (Exh.14/3), postal receipt (Exh. 14/4) and Acknowledgment (Exh.14/5) etc. The suit was filed under the summary procedure under Order 37 R 2 of CPC. The defendant appeared in the matter in January 2026 but failed to file lieu to defend application till date. So, as per Order 37 R 3 of C.P.C., it becomes clear that the claim of the plaintiff required to be admitted. The plaintiff is claiming Rs.2,02,724/- as a total claim.

POINT NO.1 and 2 :

06. Both these points are interlinked. Hence to avoid repetition taken up together. As per certificate of GST registration and other documents, he is proprietor proprietor of Sheetal Health Care Services, a registered supplier/distributor of cardiac stents, PTCA balloons, spinal implants and other medical devices etc. The defendant runs Hope Hospital and Ayushman Nagpur Hospital and their respective pharmacies. That, the plaintiff issued a notice to the defendant by virtue of registered post. The defendant is having outstanding amount which commence from 24.04.2023 vide invoice No.3540, and repeatedly remains undue and delivery of the medical equipments worth Rs.25,011/- dated 14.05.2024 whose invoice No.4906 respectively. which commence from 24.04.2023 till today

i.e. until 14.05.2024, i.e. until the last delivery of the medical equipments to defendant either at Hop.

07. By way of bill and tax invoices shows that plaintiff's firm has delivered the goods to the defendant as per their purchase order. The e-way bill and tax invoice co-related with each other and corroborating to ledger account. All these documents proved by the plaintiff. It is pertinent to note that entire evidence of plaintiff is unchallenged. Therefore, I do not find any doubt to allow the claim of plaintiff in respect of supply of goods of amount of Rs.2,02,724/-. Therefore, the documents filed by the plaintiff under the caption of Exh.14, does not support to the alleged amount claimed by plaintiff i.e. 2,50,000/-. Hence, actual outstanding amount of Rs.2,02,724/- is due against the defendant.

08. The plaintiff is claiming interest at the rate of 18 percent annum. Section 34 of the Code of Civil Procedure, speaks that, interest may be awarded only if agreed by the contract, provided by statute, established by mercantile usage, or found reasonable by the Court. The plaintiff has claimed penal interest at 18%. No written agreement regarding 18%. Section 34 of the Code of Civil Procedure further speaks that, in so far as a decree is for the payment of money, interest at such rate as the Court deems reasonable to be paid on the principal sum adjudged, from the date of suit to the date of decree can be ordered.

09. In addition to such interest, future interest can be ordered to be paid from the date of decree to the date of payment, but it shall not exceed the contractual rate of interest. Considering the nature of transaction in between plaintiff and defendants it would be suffice to order to pay interest @ 12% per annum on the principal sum adjudged from the date of suit till the date of realization. Accordingly, I answered point No. 1 partly in affirmative and in answer to point No.2, I pass following order is passed.

ORDER

1. The suit is decreed with costs.
2. The defendant do pay an amount of Rs.2,02,724/- (Rupees Two Lac Two Thousand Seven Hundred Twenty Four Only) to the plaintiff with future interest at the rate of 12.00 % per annum from the date of suit till its realization.
3. Decree be drawn up accordingly.

(Dictated and pronounced in open Court)

Date : 13.07.2026

(M.M. More/Pawde)
2nd Jt. Civil Judge (Jr.Dn.),
Nagpur.

CERTIFICATE

I affirm that the contents of this P.D.F. file of Judgment are word to word, as per original Judgment.

Case argued on	:	13.07.2026
Judgment dictated on	:	13.07.2026
Transcription ready on	:	13.07.2026
Judgment checked and signed on	:	13.07.2026

Stenographer (Gr.III) : M.D.Singh