

IN THE I ASSISTANT CITY CIVIL COURT AT CHENNAI

Present: Thiru.K. Sivasakthivel Kannan., B.A., M.L.,

I Assistant Judge, City Civil Court, Chennai.

Wednesday, the 22nd day of July, 2026

O.S.No.16/2025

CNR. No.TNCH01-031405-2024

M/s. Scientific Food Testing Services Pvt.Ltd,
Plot No.16, Door No.8, Rep by Authorized Signatory,
Thangam Colony,
Anna Nagar West,
Chennai – 600 040.

...Plaintiff

/vs/

M/s. Vanta Bioscience Limited,
Rep by Authorized Signatory,
K2-B, 11th Cross Street,
Sipcot Industrial Complex,
Guimmidipoondi – 601 201.

...Defendant

This suit came up on 07.07.2026 before me for final hearing in the presence of M/s.B.Sakila and S.Devi Counsel for the Plaintiff and Defendant being called absent and set exparte and upon hearing the arguments of the plaintiff side and perusing the records and having stood over for consideration till this date, this Court delivered the following:

JUDGMENT

The plaintiff filed this suit for recovery of money under Order VII of Rule 1 of CPC to pay sum of Rs.1,12,530.80/- along with 20% per annum from the date of filing this plaint till the date of realization and for cost.

1. The brief averments of the plaint is as follows :

(i) The plaintiff stated that the plaintiff is a company operating under the name of style of M/s. Scientific Food Testing Services Pvt Ltd. The present suits being instituted by Mr.B.Gnansambandam who has been duly authorized by the plaintiff company through an authorization letter dated 22.07.2024. He is fully competent to engage counsel, sign the vakalatnama, plaint, stay applications, affidavits and other relevant documents, as well as to depose before this court and perform such other acts, deeds and things on behalf of the plaintiff company. The plaintiff operates a business of food laboratories, specializing in the analysis and evaluation of chemical, biological, physical and other parameters related to the composition and safety of food. The Plaintiff also provides testing services for microbial and pathological parameters in food samples. The defendant has had a business relationship with the plaintiff since August 2020 till 27.04.2022. The defendant has been sent the sample along with the request letter to the laboratory of plaintiff for testing the various parameters.

The plaintiff further stated that the plaintiff tested the parameters of the samples sent by the defendant. Thereafter the plaintiff sent the report and invoice to the defendant. However the defendant has failed to clear the various invoice bills raised by the plaintiff and being aggregated an outstanding amount of Rs.1,12,530.30/-. The details are provided below.

S.No.	Invoice Number	Document Date	Particulars	Amount in Rs.
1.	GST IN 350/20-21	08.17.2020	Miliq Water sample	6,820.00
2.	SF0024100421	11.05.2021	Food Sample	26,479.00
3.	SF0024100478	12.09.2021	Food Sample	8,826.40
4.	SF0024100490	12.13.2021	Food Sample	8,826.40
5.	SF0024100522	12.30.2021	Water Sample	14,160.00
6.	SF0024100550	01.17.2022	Food Sample	10,620.00
7.	Manual Clearing	03.31.2022	Food Sample	-5,398.00
8.	SF0024100722	03.31.2022	Food Sample	21,216.40
9.	SF0024100036	04.23.2022	Food Sample	15,670.40
10.	SF0024100046	04.27.2022	Food Sample	5,310.00
			Total	112,530.80

The Plaintiff further stated that the plaintiff has repeatedly informed the defendant via telephone calls. However, received no response. Despite these efforts, the defendant has failed to pay the outstanding amount. The plaintiff was compelled to sent a legal notice dated 11.03.2024 through its counsel via speed post, which was duly delivered to the defendant's address. Despite this the outstanding amount remains unpaid. The Plaintiff sent a final legal notice dated 25.04.2024 through its counsel via registered post with an acknowledgment card, which was duly delivered

to the defendant's address. Despite this, the outstanding amount remains unpaid. Hence this suit.

2. Court summon issued to the defendant returned want of sufficient time and Private notice and postal Acknowledgment card served, hence defendant is being called absent and set exparte on 04.06.2025.

Discussion on the Relief :

3. The point for consideration is,

Whether the plaintiff is entitled to the relief as prayed for in the Suit ?

4. Points :-

On the side of plaintiff, the Plaintiff B.Gnanasambandam was examined as PW1 and Ex.A1 to Ex.A23 were marked. PW1 deposed the very same facts stated in the plaint in his evidence also.

05. The plaintiff filed this suit for recovery of money under Order VII of Rule 1 of CPC to pay sum of Rs.1,12,530.80/- along with 20% per annum from the date of filing this plaint till the date of realization and for cost. Court summon issued to the defendant returned want of sufficient time and Private notice and postal Acknowledgment card served, hence defendant is being called absent and set exparte on 04.06.2025. Accordingly PW1 was examined and Ex.A1 to Ex.A23 were marked.

6. On perusing Ex.A2 the defendant sent request letter for testing the MilliQ water sample and requested to give report, on perusal of Ex.A5, Ex.A7, Ex.A9, Ex.A11, Ex.A13, Ex.A15, Ex.A17, Ex.A19 which are invoices raised by the plaintiff. Ex.A6, Ex.A8, Ex.A10, Ex.A12, Ex.A14, Ex.A16, Ex.A18 which are the request letter issued by the defendant for testing the food sample. The total amount

of the above said invoices are Rs.1,12,530.80/- which was claimed by the plaintiff through legal notice Ex.A20 and Ex.A23. Even after that notice the defendant has not paid the outstanding amount. So, the plaintiff is forced to file this suit to recover the said amount. Hence the plaintiff is entitled to the cost of the suit proceedings.

7. Even though the defendant received the legal notice it was not replied by the defendant, hence as per the dictum laid down in Jaga Industries through its managing partner M.Jaganathan Vs. Sulochana Cotton spinning mills private limited reported in 2001 (1) MLJ 1067, it is held that if legal notice is sent and no reply was sent, adverse inference can be drawn as per Section 114 of Evidence Act. Hence it may be presumed that the contents in the notice is correct, hence no reply was sent by the defendant. The plaintiff claimed 20% interest per annum, but on perusal of the invoices, there is no contract that the defendant should pay interest to the plaintiff. So, as per the interest Act Section 3 (1) (b), the plaintiff is entitled to claim interest from the date of claiming the amount and the rate of interest eligible is interest granted by the nationalized bank to the deposits. On 11.03.2024 the plaintiff claimed the amount, hence the plaintiff is entitled to interest from 11.03.2024. The rate of interest in the year 2024 is 7.35% per annum, even though there is no document is filed for rate of interest, the court has power to presume the rate of interest as per Section 114 of Evidence Act. But the plaintiff claimed interest from the date of plaint to till the date of realization of entire amount. Hence the plaintiff is entitled to claim interest at the rate of 7.35% per annum from the date of plaint ie., 08.08.2024.

8. From the above facts this court come to the conclusion that the plaintiff is entitled to Rs.1,12,530.80/- along with 7.35% interest per annum from the date of the plaint i.e., 08.08.2024 to till realization of entire amount from the defendant along with cost of the suit proceedings.

9. From the above discussion this court come to the conclusion that the defendant is liable to pay a sum of Rs. 1,12,530.80/- along with interest at the rate of 7.35% per annum from 08.08.2024 to till the date of realization of entire amount to the plaintiff along with cost of the suit proceedings.

In the result, suit is decreed with cost

1. The Defendant is directed to pay a sum of Rs.1,12,530.80/- (Rupees One Lakh Twelve Thousand and Five Hundred and Thirty and Eighty paisa only) to the Plaintiff along with 7.35% interest per annum from the date of the plaint i.e., 08.08.2024 to till the date of realization of entire amount to the plaintiff.

2. The Defendant is directed to pay cost of the suit proceedings to the Plaintiff.

Dictated by me to steno-typist, and computerized directly by him, corrected and pronounced by me in the open court on 22nd day of July , 2026.

I Assistant Judge
City Civil Court, Chennai

Plaintiff's Side Witnesses:-

PW1 : B.Gnanasambandam (Manager of the plaintiff's company)

Plaintiff Side Exhibits:-

Ex.A1	-	Authorized letter dated (Annexure – A)	Original
Ex.A2	-	Defendant request letter for testing Miliq	Original

		Water Sample (Annexure – B)	
Ex.A3	-	Copy of invoice – Miliq Water Sample (Annexure – C)	Original
Ex.A4	-	Defendant request letter for testing Food Sample (Annexure – D)	Original
Ex.A5	-	Copy of invoice – Food Sample (Annexure – E)	Original
Ex.A6	-	Defendant request letter for testing Food Sample (Annexure – F)	Original
Ex.A7	-	Copy of invoice – Food Sample (Annexure – G)	Original
Ex.A8	-	Defendant request letter for testing food sample (Annexure – H)	Original
Ex.A9	-	Copy of invoice – Food Sample (Annexure – I)	Original
Ex.A10	-	Defendant request letter for testing Water Sample (Annexure – J)	Original
Ex.A11	-	Copy of invoice – Water Sample (Annexure – K)	Original
Ex.A12	-	Defendant request letter for testing Food Sample (Annexure – L)	Original
Ex.A13	-	Copy of invoice – Food sample (Annexure – M)	Original
Ex.A14	-	Defendant request letter for testing Food sample (Annexure – N)	Original
Ex.A15	-	Copy of invoice – Food sample (Annexure – O)	Original
Ex.A16	-	Defendant request letter for testing food sample (Annexure – P)	Original
Ex.A17	-	Copy of invoice – Food sample (Annexure –	Original

		Q)	
Ex.A18	-	Defendant request letter for testing Food sample (Annexure – R)	Original
Ex.A19	-	Copy of invoice – Food sample (Annexure – S)	Original
Ex.A20	-	Copy of legal notice (Annexure – T)	Original
Ex.A21	-	Tracking report of legal notice (Annexure – U)	Self attested copy
Ex.A22	-	Copy of the legal notice (Annexure – V)	Self attested copy
Ex.A23	-	Tracking report of final legal notice (Annexure – W)	Self attested copy

The Defendant's side Witness and Exhibits – Nil.

I Assistant Judge
City Civil Court, Chennai

I Assistant court
Draft/Fair Judgment
in
O.S.No.16 of 2025
Dated: 22.07.2026

