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**IN THE COURT OF HON'BLE 3RD ADDITIONAL SENIOR CIVIL
JUDGE, ANKLESHWAR**

**Regular Summary Suit No. 02/2021
Exh.**

Plaintiff:-

Recycling Solution Private Limited

Add:- Plot No. 223, GIDC Estate Panoli,
Panoli – 394116, Gujarat.

Through its authorized and legal representative
Mr. Sushil Dass

v/s

Defendant:-

1. Rajasthan Cera Techno Engg

2. Proprietor of Rajasthan Cera Techno Engg

3. Mr. Anand sharma

Factory & Office At :-

Plot No.-30, Madhav Vihar,

Shobhagpura, Badgaon, Udaipur-313011.

Regular Summary Suit for the Recovery of Rs. 2,86,200/- with interest @ 18%PA. as per Order 37 of Code of Civil Procedure

APPEARANCE:-

For The Plaintiff : Learned Advocate V. R. Solanki
For The Defendant : Ex-parte

:-J U D G M E N T:-

1) Brief facts of the Plaintiff's case:-

The plaintiff is a company registered under the Micro, Small and Medium Enterprises and is known by name and style as **M/S. RS-PL having its Plant/Unit at Plot No. 223, GIDC Estate Panoli, Panoli-394116, Gujarat** and Corporate office at Luthra Mill Compound, Pandesara GIDC, Surat and Mr. Sushil Dass through whom the present suit is being instituted is the Legal Representative of the plaintiff company and authorized by the plaintiff vide resolution dated : 10/06/2020 whereas the defendant is engaged in manufacturing bearing factory at Plot No. 30, Madhav Vihar, Shobhagpura, Badgaon, Udaipur-313011 for the advancement in production activity and for ease of handling the company functioning, the plaintiff opted to produce Semi Auto Drum Cutting System and as the defendant no. 1, 2 & 3 are familiar for it. The procurement was tendered through purchase order no. 7400000434 dated 16/11/2018 and per the contra agreement entered into between the parties. It was discussed at par and extent that the design shall be according to the plaintiff's requirement. Thereby, the plaintiff herein had accorded Rs. 2,86,200/- (Two Lacs Eighty Six Thous Two Hundred Only) for initial requirement and financial aid through RTGS dated 13/12/2018. Though the defendant

were instructed to make changes according to the plaintiff requirement in aforesaid Semi Auto Drum Cutting System, the defendant never turned back with desire modification and alteration till present. Thus, the plaintiff call upon the defendant through notice to refund the advancement of Rs. 2,86,200/- paid for financial aid. In spite of repeat request and demand to the defendant, the defendant failed to refund the advance toward financial aid as perpetuated in the terms of the contract. The plaintiff is entitled to Rs. 2,86,200/- at 18% per annum which is the prevailing rate in the market usage and is the banking rate of interest on dues. The plaintiff claims interest at the above rate on dues stated herein above from the defendant and it became due till the date of realization. The plaintiff has sent a legal notice upon the defendant through courier on 25/12/2019 to refund an amount of 2,86,200/- along with interest @ 18 % per annum. Therefore, the cause of action to file the present suit arose.

2) As per the Rule 2 of this Order the Summons for the Appearance was served upon the Defendant through R.P.A.D. on the address of the defendant disclose in cause title of the suit and which is disclosed by the plaintiff vide pursis at Exh. 14 and documentary list is produced at Exh. 15 regarding service of notice to defendant on given address. It is deemed to be served duly upon the Defendants. Upon the service of notice, a defendant has not remained present nor any appearance any file on behalf of defendant.

3) I have perused the record and heard Ld. advocate of the Plaintiff. It is well established that the summons has been served on the last known address of the defendants. The Plaintiff has produced documents vide Exh. 20 to 22 which contains Ledger statement of defendant, Notice calling upon the defendant to repay the amount of Rs. 2,86,200/-.

4) The averments made in the plaint are supported by documentary evidence. The defendant has not remained present to oppose the averments made in the plaint, therefore the facts are not disputed. The plaintiff has not to prove his case beyond the reasonable doubt. The defendants failed to pay the amount within stipulated time.

5) The Court should consider the maintainability of the Suit Prima Facie without following rules of the Evidence act strictly. The Plaintiff has produced all the Documents on affidavit Vide Exh. 20 to 22. I have perused the records. It is alleged by the Plaintiff that there was a purchase order no. 7400000434 dated 16/11/2018 and per the contra agreement entered between the parties and for which the plaintiff has accorded Rs. 2,86,200/- through RTGS on dated 13/12/2018 and which is supported by ledger account produced by the plaintiff. As the defendant never turned back with desire modification and alteration and never supplied Semi Auto Drum Cutting System. The plaintiff has called upon defendant through notice to repay/refund advance of Rs. 2,86,200/- and the said notice is produced at Exh. 22.

6) I have reasonably found all the Documentary Evidence supporting the claim of the Plaintiff. Hence the Plaintiff's claim deserves to be granted.

7) The Plaintiff is entitled to the due amount of Rs. 2,86,200/- as financial advances given to defendant herein. The Plaintiff has claimed interest at variable rate of 18% from the date of the Suit. On perusal it is clearly transpires from the record that the defendant and plaintiff had no agreement about rate of interest. Hence I pass following order in the interest of Justice.

-: F I N A L O R D E R :-

1. It is hereby order under Order 37 of the Civil Procedure Code, the Suit of the Plaintiff is hereby partly allowed. The Defendants are ordered to pay Rs. Rs. 2,86,200/- (Two Lacs Eighty Six Thousand Two Hundred Only) along with interest rate of 6% per annum from the date of the suit till realization. The Plaintiff is hereby entitled to recover the same jointly and severally from the properties of defendant.
2. The Defendant shall bear the cost of the Suit.
3. Decree shall be drawn accordingly.
4. Pending application, if any, is also ordered to be disposed off accordingly.

Pronounced and signed today on 29th of July, 2026 in Open Court.

Date : 29.07.2026.
Place: Ankleshwar.

[Vinay Vagishdutta Shukla]
3rd Additional Senior Civil Judge,
Ankleshwar.
(Code No. GJ01343)

N. B.Kapadiya
(Stenographer)