सत्यमेव जयते	Received on	:	12/06/2023
	Registered on	:	12/06/2023
	Decided on	:	13/05/2026
	Duration	:	Y : M: D:

Before the Judge of Commercial Court, at Ankleshwar.

Comm Suit No. 69 / 2023
Exh.

Plaintiff : **Vishalbhai Ravjibhai Padariya partner of Vishalakshi Packaging**
At:-Plot No. 2900/13, Oldchem, GIDC, Ankleshwar, Bharuch.

Versus

Defendants :
1) **Manpasand Bevarji Company Ltd.**
2) **Abhisheksingh (director)**
3) **Dhirendra Hansrajsingh**
4) **Harshvadansingh**

All are located at : Plot No. 1768, 1714, Manjusar, Tal. Savli, Dist. Vadodara.

Suit : For recovery of Rs. 52,33,695/- u/s Order 7 Rule 2 of CPC.

Appearance :

Mr. P. C. Rajput..........Ld. Advocate for the Plaintiff.

Ex-Parte for the Defendant.

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

The brief facts of the suit in nutshell are as under :

1. That the plaintiff firm is engaged in manufacturing of ‘Corrugated Box’ means Packing Body whereas the defendant No. 01 is a registered firm under The Indian Companies Act and defendant No. 02 is a Director / Authorized Officer of said firm.

2. That there was business relationship between the parties since Feb-2019. So, the defendant, according to requirement of company, used to purchase materials on credit from the plaintiff. The details of materials purchased by defendant as under.

Date	Purchase Order No.	Amount
10/02/2019	VAD/PO/1964/2018-19	2,96,999.998/-
20/02/2019	VAD/PO/2047/2018-19	67,872/-
26/02/2019	VAD/PO/2121/2018-19	1,13,120/-
06/03/2019	VAD/PO/2220/2018-19	1,06,064/-
06/03/2019	VAD/PO/2197/2018-19	3,39,360/-
23/03/2019	VAD/PO/2392/2018-19	2,66,560/-
05/04/2019	VAD/PO/50/2018-19	53,032/-
05/04/2019	VAD/PO/65/2019-20	13,38,400/-
20/04/2019	VAD/PO/207/2019-20	11,17,032/-
24/04/2019	VAD/PO/226/2019-20	21,28,000/-
30/04/2019	VAD/PO/248/2019-20	10,64,000/-
03/05/2019	VAD/PO/254/2019-20	10,64,000/-

3. Thus, the defendant had purchased abovementioned amount material from plaintiff, out of which Rs. 58,08,980/- was outstanding on defendant. The plaintiff had also provided GST Bills of above outstanding amount to defendant which

are as under.

તારીખ	ટેક્ષ ઇન્વોઇસ નંબર	રકમ
૦૨/૦૪/૨૦૧૯	૦૦૫/૧૯-૨૦	૫૦,૯૦૪.૦૦
૦૫/૦૪/૨૦૧૯	૦૦૯/૧૯-૨૦	૧,૩૫,૭૪૪.૦૦
૦૯/૦૪/૨૦૧૯	૦૧૦/૧૯-૨૦	૧,૪૫,૬૬૭.૦૦
૧૧/૦૪/૨૦૧૯	૦૧૨/૧૯-૨૦	૧,૩૯,૮૬૦.૦૦
૧૩/૦૪/૨૦૧૯	૦૧૫/૧૯-૨૦	૧,૩૯,૯૮૪.૦૦
૧૬/૦૪/૨૦૧૯	૦૧૭/૧૯-૨૦	૧,૧૦,૫૫૭.૦૦
૧૭/૦૪/૨૦૧૯	૦૧૯/૧૯-૨૦	૩૯,૫૯૨.૦૦
૧૯/૦૪/૨૦૧૯	૦૨૨/૧૯-૨૦	૧,૫૩,૦૫૧.૦૦
૨૦/૦૪/૨૦૧૯	૦૨૪/૧૯-૨૦	૧,૯૧,૬૧૯.૦૦
૨૧/૦૪/૨૦૧૯	૦૨૫/૧૯-૨૦	૭૩,૨૮૧.૦૦
૨૪/૦૪/૨૦૧૯	૦૨૯/૧૯-૨૦	૧,૨૩,૪૨૪.૦૦
૨૬/૦૪/૨૦૧૯	૦૩૨/૧૯-૨૦	૧૬૮૧૧૨.૦૦
૨૮/૦૪/૨૦૧૯	૦૩૪/૧૯-૨૦	૧૪૮૯૬૦.૦૦
૩૦/૦૪/૨૦૧૯	૦૩૫/૧૯-૨૦	૧૯૩૬૦૫.૦૦
૦૨/૦૫/૨૦૧૯	૦૩૭/૧૯-૨૦	૧૭૦૨૪૦.૦૦
૦૩/૦૫/૨૦૧૯	૦૩૯/૧૯-૨૦	૧૪૧૨૯૯.૦૦
૦૩/૦૫/૨૦૧૯	૦૪૦/૧૯-૨૦	૧૨૩૪૨૪.૦૦
૦૫/૦૫/૨૦૧૯	૦૪૧/૧૯-૨૦	૨૦૯૦૭૬.૦૦
૦૫/૦૫/૨૦૧૯	૦૪૨/૧૯-૨૦	૧૭૩૬૪૫.૦૦
૦૫/૦૫/૨૦૧૯	૦૪૩/૧૯-૨૦	૧૬૮૫૩૮.૦૦
૦૮/૦૫/૨૦૧૯	૦૪૫/૧૯-૨૦	૧૬૧૭૨૮.૦૦
૦૮/૦૫/૨૦૧૯	૦૪૬/૧૯-૨૦	૧૫૩૮૫૪.૦૦
૧૦/૦૫/૨૦૧૯	૦૪૭/૧૯-૨૦	૨૦૧૨૮૮.૦૦
૧૧/૦૫/૨૦૧૯	૦૫૦/૧૯-૨૦	૧૩૪૦૬૪.૦૦
૧૪/૦૫/૨૦૧૯	૦૫૪/૧૯-૨૦	૧૯૧૫૨૦.૦૦
૧૪/૦૫/૨૦૧૯	૦૫૫/૧૯-૨૦	૧૬૨૯૮૪.૦૦
૧૬/૦૫/૨૦૧૯	૦૫૮/૧૯-૨૦	૨૦૫૫૬૫.૦૦
૧૯/૦૫/૨૦૧૯	૦૬૩/૧૯-૨૦	૨૧૪૦૭૭.૦૦
૨૧/૦૫/૨૦૧૯	૦૬૮/૧૯-૨૦	૧૭૦૨૪૦.૦૦
૨૩/૦૫/૨૦૧૯	૦૬૯/૧૯-૨૦	૨૧૭૩૭૫.૦૦
૨૪/૦૫/૨૦૧૯	૦૭૦/૧૯-૨૦	૨૦૧૦૯૬.૦૦

4. Thereafter, to clear the above outstanding amount of Rs. 58,08,980/-, the defendant had issued two cheques bearing

Nos. 012906 & 013248 worth Rs. 3,27,129/- & 2,00,000/-, which was cleared by concerned bank. Later on, the defendant issued below mentioned three cheques to discharge the liability in due with an assurance that cheque will be cleared off on the mentioned date. The details of the cheque are as under :

Cheque No.	Bank name	Amount	Date
013353	Union Bank, Manjusar Branch, Vadodara.	5,00,000/-	21/05/2019
013535	As above	5,00,000/-	31/05/2019
013580	As above	5,00,000/-	10/05/2019

5. After that, the plaintiff had deposited the aforesaid cheque on in his Bank of Baroda, Ankleshwar and the same was dishonoured with the endorsement of "Payment stopped by Drawer”. After that, the plaintiff had issued a statutory notice under the provisions of Negotiable Instrument Act to the defendant and also filed Criminal Complaints bearing Proceeding Nos. 2029/2019 & 3441/2019 against the defendant. However, Criminal Case No. 2029/2019 was withdrawn by plaintiff as the compromise has been arrived between the parties, pursuant to which, initially the defendant had given money in piecemeal. But thereafter, he stopped to give money, hence the plaintiff had issued civil nature notice dated 19/09/2020 to defendants. Upon serving of notice, the defendant had given another Rs. 5,00,000/- to plaintiff in installments. The defendant had given last installment of Rs. 90,000/- via NFT on 01/06/2022. Thereafter after, till date,

neither the defendant had not paid any amount to plaintiff nor respond the call of plaintiff. Thus, out of total outstanding amount of Rs. 58,08,980/-, the defendant had given total amount of Rs. 10,77,129/- to plaintiff.

6. Therefore, the plaintiff has been constrained to file the present suit to recover a remaining outstanding amount of Rs. 47,31,851/- with 18% of Rs. 4,96,844/- (from 01/06/2022 to 01/01/2023) along with litigation fees of Rs. 5,000/- towards notice, total Rs. 52,33,695/- from the defendant with 18 % till its realisation.

7. Upon the service of summons, the defendant did not appeared, therefore this Court has passed on 01/09/2025 under order below Exh. 18, declaring that the present suit is proceeded ex-parte against the defendant.

8. The parties had adduced following oral as well as documentary evidence in support of his case :

Plaintiff's oral evidence :

Sr. No.	Exh.	Particulars	Date
01	81	Deposition of plaintiff.	27/11/2025

Plaintiff's documentary evidence :

Sr. No.	Exh.	Particulars	Date
1	25	P.O. No. VAD/1964/18-19.	12/02/2019
2	26	P. O. No./VAD/2047/18-19.	12/02/2019

3	27	P.O. No. VAD/2121/18-19.	26/02/2019
4	28	P.O. No. VAD/2220/18-19.	06/03/2019
5	29	P.O. No. VAD/2197/18-19.	06/03/2019
6	30	P.O. No. VAD/2392/18-19.	23/03/2019
7	31	P.O. No. VAD/52/19-20.	05/04/2019
8	32	P.O. No. VAD/65/19-20.	05/04/2019
9	33	P.O. No. VAD/207/19-20.	20/04/2019
10	34	P.O. No. VAD/226/19-20.	24/04/2019
11	35	P.O. No. VAD/248/19-20.	30/04/2019
12	36	P.O. No. VAD/254/19-20.	03/05/2019
13	37	Tax Invoice No. 5/19-20.	02/04/2019
14	38	Tax Invoice No. 9/19-20.	05/04/2019
15	39	Tax Invoice No. 10/19-20.	09/04/2019
16	40	Tax Invoice No. 12/19-20.	11/04/2019
17	41	Tax Invoice No. 15/19-20.	13/04/2019
18	42	Tax Invoice No. 17/19-20.	16/04/2019
19	43	Tax Invoice No. 19/19-20.	17/04/2019
20	44	Tax Invoice No. 22/19-20.	19/04/2019
21	45	Tax Invoice No. 24/19-20.	20/04/2019
22	46	Tax Invoice No. 25/19-20.	21/04/2019
23	47	Tax Invoice No. 29/19-20.	24/04/2019
24	48	Tax Invoice No. 32/19-20.	26/04/2019
25	49	Tax Invoice No. 34/19-20.	28/04/2019
26	50	Tax Invoice No. 35/19-20.	30/04/2019
27	51	Tax Invoice No. 37/19-20.	02/05/2019
28	52	Tax Invoice No. 39/19-20.	03/05/2019
29	53	Tax Invoice No. 40/19-20.	03/05/2019
30	54	Tax Invoice No. 41/19-20.	05/05/2019
31	55	Tax Invoice No. 42/19-20.	05/05/2019

32	56	Tax Invoice No. 43/19-20.	05/05/2019
33	57	Tax Invoice No. 45/19-20.	08/05/2019
34	58	Tax Invoice No. 46/19-20.	08/05/2019
35	59	Tax Invoice No. 47/19-20.	10/05/2019
36	60	Tax Invoice No. 50/19-20.	11/05/2019
37	61	Tax Invoice No. 54/19-20.	14/05/2019
38	62	Tax Invoice No. 55/19-20.	14/05/2019
39	63	Tax Invoice No. 58/19-20.	16/05/2019
40	64	Tax Invoice No. 63/19-20.	19/05/2019
41	65	Tax Invoice No. 68/19-20.	21/05/2019
42	66	Tax Invoice No. 69/19-20.	23/05/2019
43	67	Tax Invoice No. 70/19-20.	24/05/2019
44	68	L. R. Gitanjali Transport.	11/05/2019
45	69	L. R. Gitanjali Transport.	11/05/2019
46	70	L. R. Gitanjali Transport.	11/05/2019
47	71	L. R. Gitanjali Transport.	11/05/2019
48	72	L. R. Gitanjali Transport.	11/05/2019
49	73	L. R. Gitanjali Transport.	15/05/2019
50	74	L. R. Gitanjali Transport.	28/05/2019
51	75	L. R. Gitanjali Transport.	05/08/2019
52	76	Original of P.O.A.	01/11/2022
53	77	Registered Form-G.	---
54	78	Ledger account of def.	31/03/2020
55	79	Notice issued to defendant.	18/08/2020
56	80	Complaint filed against defendant.	---
57	82	Closing pursis.	16/04/2026

9. Heard Ld. Advocate Mr. P. C. Rajput for the plaintiff side whereas no one is appeared for the defendant side.

10. For final disposal of suit, this Court has framed the following issue at Exh. 21.

    1. Whether the plaintiff proves that, the defendant has issued a 3 cheques worth Rs. 5,00,000/- each in respect of outstading amount and the same were dishonored with an endorsement of “Payment Stopped by Drawer” ?
    2. Whether the plaintiff proves that, total Rs. 47,31,851/- is outstanding on defendant ?
    3. Whether the plaintiff is entitled for the interest on outstanding amount of Rs. 47,31,851/- ? if yes, at what rate ?
    4. Whether the plaintiff is entitled to get relief as prayed for ?
    5. What order & decree ?

11. My answer for following issues are as under :

    1. In Negative.
    2. In Affirmative.
    3. Partly in Affirmative.
    4. Party in Affirmative.
    5. As per final order.

-: : R E A S O N S : : -

12. The plaintiff has filed present suit to recover amount with interest. To prove its case, the Plaintiff has deposed himself at Exh. 81 under Order 18 Rule 4 of CPC, wherein he has narrated all the facts which is mentioned in Exh. 1, hence the same is not produced for the sake of brevity. The aforesaid

plaintiff was not cross examined from the defendant side. The plaintiff has produced list of documentary evidence at Exh. 25 to 80. Now discussed all issued separately.

<u>**Issue No. 01 :**</u>

13. The plaintiff has filed the present suit for recovery of outstanding dues from defendant. The plaintiff, in his plaint as well as deposition, has stated that the defendant had issued him three cheques as a part of clearing the outstanding dues, which was dishonored by concerned bank with an endorsement of “Payment stopped by drawer”. But the plaintiff has not produced any single evidence to prove the said fact, including, cheque issued by defendant, return memo by bank etc. Therefore, in absence of sufficient evidence, **this issue is answered in Negative.**

<u>**Issue Nos. 02 :**</u>

14. To prove the aforesaid issues, the plaintiff has produced documentary evidences at Exh. 25 to 80. From the documentary evidence of Exh. 25 to 36, it appears that, the defendant had purchased materials / goods from plaintiff company and sent purchase order to plaintiff company, pursuant to which the plaintiff has issued tax invoice vide Exh. 27 to 67 to defendant. Thereafter, to clear the outstanding amount of plaintiff, the defendant had issued cheques to plaintiff, which was dishonored by concerned bank. Later on, upon rejection of cheque, the plaintiff has

instituted Criminal Complaint bearing No. 2029/2019 against the defendant. The said Criminal complaint of plaintiff against the defendant is produced at Exh. 80. The plaintiff has produced ledger account of defendant at Exh. 78, from which it transpires that, the amount of Rs. 47,87,970/- is shown as outstanding on defendant.

15. Further, in spite of several reminders to defendant by plaintiff side, the defendant was failed in clearing the above outstanding dues. Consequently, the plaintiff has issued legal notice vide Exh. 79 to defendant through his Ld. Advocate which was served upon defendant. It is pertinent to note that, the defendant has been failed in clearing the outstanding dues, therefore the plaintiff has successfully proved the facts that the defendant had purchased goods from his firm and the defendant has been failed in payment of plaintiff. **Hence, I answered for issue No. 02 are in Affirmative.**

<u>Issue No. 03 to 05 :</u>

16. The plaintiff is an owner of plaintiff firm. The plaintiff has proved the facts mentioned in the plaint with documentary as well as oral evidence. The plaintiff has demanded the outstanding amount of Rs. 47,31,851/- with 18% interest. The section 34 of CPC is mentioned herein as under.

"Where and in so far as a decree is for the payment of money, the Court may, in the Decree, order interest at such rate as the Court deems reasonable to be paid on the principal sum adjudged, from the date of the Suit to the date of the decree, in addition to any interest adjudged

on such principal sum for any period prior to the institution of the Suit. The rate of Interest can be divided into three stages which are as under.

(1) ***The Rate of Interest before the Suit*** *: In AIR 1957 Rajasthan 89, it is held that rate of Interest before filing of the Suit can be granted.*

(2) ***The Rate of Interest from the Date of Institution to Date of Decree*** *: In AIR 1963 Rajasthan 93 it is held that for the rate of Interest from Date of Institution to the Date of Decree, the Court has descretion but the same should be granted by keeping in mind the sound principles of Justice.*

(3) ***The Rate of Interest from the Date of Decree until its realisation*** *: In the rate of Interest from the Date of Decree until its realisation the Court can use discretionary power in this stage."*

17. Now as per the discussed above, it is clear that in the Stages 1 and 2, the Contractual rate of Interest be granted but in Stage No. 3 the Court can interfere and use discretionary power and hence taking judicial notice of the same, for stages (1) and (2) the Plaintiff is entitled for 18% rate of interest and for stage (3) 9% rate of interest will be fair and just. The said all document produced by the plaintiff are not challenged by defendants at any manner. Defendants neither challenged the contents nor legality of the documents produced by the plaintiff. The defendants have not cross-examined the plaintiff, hence the testimony of plaintiff remains unchallenged. Record shows that, the documents and the facts mentioned by the plaintiff is believable. **Hence, I answered Issues Nos. 03 & 04 Partly in Affirmative** and resultantly of all the above discussion, this Court passes following order for Issue No. 05 in the interest of justice.

-:: FINAL ORDER ::-

1. The suit is hereby partly allowed.
2. The defendants are hereby ordered to pay Rs. 47,31,851/- with interest at the rate of 9% P.A. to the plaintiff from the date of institution of this suit till its realization.
3. The defendants have to bear their own cost and the cost of plaintiff.
4. Decree be drawn accordingly.

[Pronounced in open Court today on 13/05/2026]

Place : Ankleshwar
Date : 13/05/2026

: Yogesh Narendrakumar Patel :
Judge , Commercial Court
Ankleshwar
Judge Code : Gj00664