



Registered on : 01/08/2025
Decided on : 06/04/2026
Duration :
Year Month Days

**IN THE COURT OF ADDITIONAL CIVIL JUDGE, PANCHMAHAL
AT GODHRA**

**RCS No. 118/2025
EXH - 14**

PLAINTIFF:

**BRIJESH HARISHBHAI PANDYA
PROPRIETOR OF DHIMAHI ENTERPRISE**

Address : Rayanvadi Society, Bamroli road, Godhra
& C/404, Darshanam Center park, Sayajiganj, Vadodara

VERSUS

DEFENDANT :

PARUBHAI VARSINGBHAI PALAS

Address : Gohelvagha village, Dhanpur, Dahod

APPEARANCES :

Learned Advocate for Plaintiff	: Mr. I. A. SOLANKI
Learned Advocate for Defendant	: NIL

:: JUDGMENT ::

1. The plaintiff has filed the present suit for recovery of Rs.1,10,700/- with interest against the defendant.
2. Brief facts of the case is as under : Plaintiff is a proprietor firm namely Dhimahi Enterprise running the business of PVC Pipes and also works as government contractor. It is contended by the plaintiff bank that at the request of the defendant being Sarpanch of Gohelvagha village in the year 2012, plaintiff gave PVC Pipes worth Rs. 1,10,700/- to the defendant for implementation of Swajal Yojna under WASMO. That inspite of repeated demands, when the defendant failed to repay back the said amount, the plaintiff filed a

police complaint in Dhanpur police station against the defendant. And during the said process, the defendant gave signed cheque dated 15/11/2022 worth Rs. 1,10,700/- bearing cheque no. 171739 of Baroda Gujarat Grahmin Bank, Dhanpur branch with the instruction that he will repay the amount in cash and will take back the said cheque and that no need to present the said cheque before Bank. However, the defendant didn't repay the amount till date. That notice for the same was also issued to the defendant on 11/04/2025 which has been served upon the defendant, inspite of the same no payment has been done by the defendant. As per the say of the plaintiff, the defendant has willfully defaulted and hence, the plaintiff had no other alternative except to file the present suit for the recovery of the dues.

3. WRITTEN STATEMENT

Upon issuing summons to the defendant, the same was duly served with summons vide Exh-5 on 06/10/2025 but inspite of the said service, he failed to appear before the Court either personally or through advocate. Inspite of giving ample opportunities when the defendant didn't appear or contest plaintiff's case, then the right of participation in the present matter was closed on 13/03/2026, upon application.

4. EVIDENCES LED BY PARTIES

Plaintiff has produced following oral and documentary evidences to establish his case.

ORAL EVIDENCE BY PLAINTIFF

Sr. No.	Document	Exh
1.	Examination-in-chief of Brijeshbhai Harishbhai Patel	8

DOCUMENTARY EVIDENCE BY PLAINTIFF

Sr. No.	Document	Exh/mark
1.	Cheque bearing cheque no. 171739	11
2.	Demand notice dated 11/04/2025	12
3	Registered post slip of demand notice	13
4	Retail invoice xerox copy	3/4
5	Police complaint xerox copy	3/5

5. ARGUMENTS BY BOTH THE PARTIES

5.1 BY PLAINTIFF

The Learned Advocate of the plaintiff was heard. The brief of the same are in line with the plaint and so the same has not been repeated for the sake of brevity and repetition.

5.2 BY DEFENDANT

Due to persistent absence of the defendant and as matter was ordered to be heard ex-parte, matter was taken up for decision.

6. ISSUES

To adjudicate the dispute between the plaintiff and the defendant, following issues were framed vide **Exh.7**

1. *Whether plaintiff proves that the defendant has purchased PVC pipes worth Rs. 1,10,700/- from plaintiff ?*
2. *Whether the plaintiff proves that Rs.1,10,700/- is due from the defendant as against the sale of PVC pipes and the plaintiff is entitled to recover the same from the defendant ?*
3. *Whether the plaintiff suit is barred by law ?*
4. *Whether the plaintiff is entitled to get the relief, as prayed for ?*
5. *Whether the plaintiff is entitled to get interest ? If yes, at what rate ?*
6. *What order and decree?*

7. FINDINGS OF THE COURT

1. *In affirmative*
2. *In affirmative*
3. *In negative*
4. *In affirmative*
5. *In partially affirmative*
6. *As per final Order*

:: REASONS ::**8.1 ISSUE NO. 1, 2 & 4**

To avoid the repetition of facts, the issue no. 1, 2 and 3 are discussed concurrently.

It is the case of the plaintiff that upon request of the defendant, PVC pipes worth Rs. 1,10,700/- for the implementation of swajal yojna. And inspite of repeated demands, when the defendant sarpanch failed to make payment for the said pipes, he filed a police complaint before dhanpur police station and as a matter of compromise, the defendant gave the cheque with the instruction that don't present the cheque in the bank and that he will repay back the amount in cash and take back the said cheque. But as he didn't repay the cheque amount, he gave notice to the defendant which served upon the defendant and still he didn't repay so he has no other alternative but to file the present suit for recovery. And in order to establish the same, the plaintiff has produced original cheque, demand notice and registered post slip of the said notice. However he has also produced the xerox copy of invoice and police complaint but as they were not admissible as primary or secondary evidence form, the same was not taken on record. From the documentary evidence, it is apparent that the defendant has liability of Rs. 1,10,700/- towards the plaintiff. Now, the defendant has not appeared through advocate has neither filed reply nor contested the plaintiff's case. From the oral as well as

documentary evidence so produced, it is apparent that defendant has purchased pvc pipes from the plaintiff and that Rs. 1,10,700/- is due from the defendant as against the sale of PVC pipes and the plaintiff is entitled to recover the same from the defendant. So keeping in mind the same, when the proceedings of the case is taken into account, he has not filed reply, cross examined the plaintiff bank nor proceeded with his evidence or argued on any point. Based on which, it is pertinent that the plaintiff is entitled to get the relief so claimed. Hence, I answer the issue no. 1, 2 & 4 in affirmative.

8.2 ISSUE NO. 3

Now So far as this issue is concern, if the cheque is seen then it appears that the suit is barred by law of limitation as the suit for money recovery is supposed to be filed within 3 years from the date it becomes due or acknowledgment is given and as the cheque is pertaining to year 2022 and the suit has been brought in the year 2025. Hence considering the said facts and circumstance, the present suit certainly comes within the limitation prescribed for the money recovery suit. Hence, this answers the issue no. 3 in negative.

8.3 ISSUE NO. 5

The plaintiff has sought the interest at the rate of 9%. Although the defendant have not appeared before the Court to contest the plaintiff case but from the documentary evidence, it does prove that the defendant is liable for the recovery of suit amount. So keeping in mind the same, when the proceedings of the case is taken into account, it is apparent that the defendants has not caused appearance, has not filed reply, nor cross examined the plaintiff bank nor proceeded with his evidence or argued on any point. Based on which, it is pertinent that the plaintiff is entitled to get the interest on the dues. And as per the section 34 of the Code of Civil Procedure, 1908, this Court deems it fit and appropriate to

determine rate of interest as 6% per annum on the principal amount and not any lump sum amount, in the interest of justice. Hence, I answer the issue no. 5 in partially affirmative.

8.4 In view of the above discussion and reasons recorded, I pass following order for issue No. 6 in the interest of justice :

ORDER

- 1) Suit of the plaintiff is hereby partly allowed.
- 2) Defendant is hereby ordered to pay sum of Rs. 1,10,700/- (Rupees One Lakh Ten Thousand Seven Hundred only) at the rate of 6% p.a. from date of institution till its realization, failing which the plaintiff will be entitled to recover the decretal amount from the movable and immovable properties of the defendant, according to law.
- 3) The cost of the suit is to be borne by the defendant.
- 4) Decree to be drawn accordingly.

Pronounced and signed in open Court today on 06th April, 2026

DATE : 06/04/2026

**(JINSY JOSEPH THARAYIL)
ADDITIONAL CIVIL JUDGE
GODHRA, PANCHMAHAL
GJ 01652**