

**IN THE COURT OF LXXXIII ADDL. CITY CIVIL & SESSIONS JUDGE,
COMMERCIAL COURT, BENGALURU (CCH-84)**

**Present: Sri S. Sudindranath, LL.M., M.B.L.,
LXXXIII ADDL. CITY CIVIL & SESSIONS JUDGE
BENGALURU.**

COM.OS.No.235/2025

Dated on this 24th day of June 2025

Plaintiff/s : M/s. RASHMI DISTRIBUTORS
FOR INDANE GAS

//Versus//

Defendant/s: M/s. SWATHI HOSPITALITY (P) LTD.

ISSUES

1. Whether the plaintiff proves that towards commercial gas cylinders supplied by the plaintiff to the defendant, after factoring in various payments made by the defendant, the defendant is still liable to pay a balance amount of Rs. 5,67,429?
2. Whether the plaintiff proves that during the supply of commercial gas cylinders by the plaintiff to the defendant, the defendant has failed to return 192 empty gas cylinders and therefore, the plaintiff is entitled to mandatory injunction directing the defendant to return the 192 empty gas cylinders?

3. Whether the suit is filed within the period of limitation?
4. Whether the defendant proves that as per the Plaintiff documents, the plaintiff is a partnership firm and therefore, suit filed by the plaintiff portraying the plaintiff as a proprietorship concern is not maintainable?
5. Whether the plaintiff is entitled to the reliefs claimed?
6. What order or decree?

(SUDINDRANATH.S.)
LXXXIII ADDL.CITY CIVIL AND SESSIONS JUDGE,
COMMERCIAL COURT, BENGALURU.