

KABC170006692025



**IN THE COURT OF LXXXV ADDL. CITY CIVIL & SESSIONS
JUDGE, AT BENGALURU (CCH-86) (Commercial Court)**

THIS THE 17th DAY OF APRIL 2026

PRESENT:

**SRI.ARJUN. S. MALLUR. B.A.L.LL.B.,
LXXXV ADDL. CITY CIVIL & SESSIONS JUDGE,
BENGALURU.**

Com.OS.No.235/2025

BETWEEN:

M/S Rashmi Distributors For Indane Gas

Having its resisted Office At No.23/4,
Nayandahalli, Near Rajarajeshwarinagar
Arch, Mysore Road, Bengaluru - 560039

Rep By Its Proprietor
Smt Leela K Murthy
W/o T Keshava Murthy
Aged about 73 years,

: PLAINTIFF

(Represented by Sri. Rajashekar S, Advocate)

AND

M/S Swathi Hospitality (P) Ltd

No.5, Ground Floor,
West Of Chord Road 2nd Stage,
Rajajinagar, Bengaluru - 560086
Rep By Its Authorized Signatory

: DEFENDANT

(Represented by Sri. J S R, Advocate)

Date of Institution of the suit	17.02.2025
Nature of the suit (suit on pronote, suit for declaration & Possession, Suit for injunction etc.)	Suit for Recovery of Money.
Date of commencement of recording of evidence	05.07.2025
Date on which judgment was pronounced	17.04.2026
Total Duration	Year/s 01 Month/s 02 Day/s 00

(ARJUN. S. MALLUR)
LXXXV Addl.City Civil & Sessions Judge,
Bengaluru.

J U D G M E N T

Suit for recovery of a sum of Rs. 5,67,429/- (Rupees Five Lakhs Sixty Seven Thousand Four Hundred and Twenty Nine Only) with interest at 18% p.a from 05.11.2023 till realization and direction to the defendant to return 192 empty gas cylinders to the plaintiff.

2. The case of the plaintiff in brief is as under:-

The plaintiff is a Indane Gas Distributor. In the course of its business on the request made by the

defendant the plaintiff had supplied commercial gas cylinders to the following outlets of the defendant from February 2013 to 8th July 2022.

1. Swathi Restaurant, Rajajinagar, Bengaluru.
2. Swathi Gardemoa, Shakara Nagar, Bengaluru.
3. Swathi Ring view, Nagaravhavi, Bengaluru.
4. Swathi Green Land, Dasarahalli, Bengaluru.
5. Swathi Hospitality, HSR Layout, Bengaluru.
6. Swathi Central Kitchen, Bengaluru.
7. Swathi Hospitality, Koramangala , Bengaluru.

(a) It is submitted that from 2012 to 2024 the plaintiff has supplied in all 60,289 gas cylinders of which the defendant has returned only 60,097 empty gas cylinders and has not returned 192 empty gas cylinders. A joint meeting of plaintiff and the defendant took place on 07.03.2024 in which the defendant was called upon to update the accounts and return the empty gas cylinders and also pay the outstanding amounts. However the defendant did not respond positively because of which the plaintiff stopped supplying of gas cylinders. It is submitted that the plaintiff used to maintain a running account with regard to the supplies made to the defendant and after giving credits to the payments made by the defendant as

on 05.11.2023 the defendant was due in a sum of Rs.5,67,429/- and also was due to return 192 empty gas cylinders. As there was no positive response from the defendant the plaintiff through letters dated 10.11.2023, 07.03.2024, 04.05.2024, 29.07.2024, 19.19.2024 and 26.09.2024 repeatedly requested the defendant to return the empty gas cylinders and also clear the outstanding amount of Rs.5,67,429/-. To all these letters the defendant issued a belated reply through email dated 08.10.2024 falsely contending that no empty cylinders are available with it. It is submitted that inspite of repeated requests the defendant has failed to clear the outstanding amount and also return the empty gas cylinders and the plaintiff on 23.10.2024 issued a legal notice calling upon the defendant to comply with the payment of the outstanding amount and also empty gas cylinders. The defendant has refused to receive the said notice. The plaintiff also instituted PIM proceedings in which the defendant appeared but no settlement could be arrived and the same came to closed as a non-starter. Hence the suit.

3. The defendant appeared and filed written statement wherein it has been specifically contended that the suit is with respect to recovery of the amounts due for the period

2012-13 and the suit which is filed in the year 2025 is hopelessly barred by limitation and sought for dismissal of the suit on the point of limitation. The defendant in the written statement contend that all the letters dated 10.11.2023, 04.05.2024, 09.07.2024, 19.09.2024, 26.09.2024 and the legal notice dated 23.10.2024 are all fabricated and created documents only for the purpose of making an unjust claim against the defendant. It is submitted that the defendant has duly paid for all the cylinders that were supplied by the plaintiff and has not detained any empty gas cylinders and therefore the entire claim of the plaintiff is false, vexatious and not based on any cogent and satisfactory evidence. It is submitted that the plaintiff has contradicted its own versions and contradictory statements have made with regard to supply of cylinders and the outstanding amounts. It is submitted that plaintiff in its letter dated 29.07.2024 has alleged that the defendant is due in a sum of Rs.5,18,819/- for the period 23.03.2014 to 31.03.2014 where as the claim is made with respect to the amount due till 10.11.2023 which itself is sufficient to conclude that the claim of the plaintiff is a vexatious claim. It is submitted that the plaintiff has contradicted its own versions before the Court and further it is submitted that

as per the account maintained by the the defendant plaintiff is due to be paid only a sum of Rs.26,747.12 ps and not the amount as claimed in the suit. On these grounds the defendant has sought for dismissal of the suit with costs.

4. Based upon the pleadings, the following issues have been framed:

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 Plaint 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?

5. The plaintiff has examined its SPA holder as PW-1 who has filed affidavit evidence and has got marked documents at Ex.P.1 to P.25. The defendant has not lead any evidence on his behalf but has got marked one document in the cross-examination of P.W.1 as Ex.D.1.

6. Heard the learned counsels appearing for both sides. Perused the entire material on record. Memo with citations have been filed by the counsel for defendant.

7. My answer to the above issues are as under:-

Issue No.1: **In the Affirmative**

Issue No.2: **In the Affirmative**

Issue No.3: **In the Affirmative**

Issue No.4: **In the Negative**

Issue No.5: **Partly in the Affirmative**

Issue No.6: As per final order for the following.

REASONS

8. ISSUE No.4:- The defendant has specifically pleaded in the written statement that the documents produced by the plaintiff discloses plaintiff to be a partnership firm but on the other hand the plaintiff describes itself as a proprietorship in the cause title of the plaint and therefore the suit filed by plaintiff portraying itself as a proprietorship concern is not maintainable. It is settled law that a proprietorship concern has no legal entity and a proprietary concern cannot file a suit but only it can be sued. The plaintiff has examined its SPA at Ex.P.1 and in the letter of authorization at Ex.P.2 the plaintiff is described as a partnership firm. In the plaint only in cause title the plaintiff is shown to be represented by its proprietor Smt. Leela K Murthy. However in the course of evidence the power of attorney holder also deposes that plaintiff is a partnership firm. Therefore under such circumstances the evidence that has been led before the Court would have more value and under such circumstances the contention of the defendant that merely because the plaintiff is described in the cause title as represented by the proprietor it cannot be concluded

that the suit is not maintainable. Hence for for these reasons, I answer **Issue No.4 in the Negative.**

9. ISSUE No.3:- One of the prime most defence raised by the defendant is that the suit is filed for recovery of the amount for the period 01.04.2013 to 31.03.2014 and the suit is filed in the year 2025 and therefore the suit is hopelessly barred by limitation. Even major portion of the arguments advanced by the learned counsel for the defendant was on the ground that the suit which is based on the ledger statements has been filed in the year 2025 for recovery of the dues of the year 2013-14 and therefore the suit is hopelessly barred by limitation. It is also the argument of the learned counsel for the defendant that the suit is not based on running account and therefore the article 1 of the Limitation Act would attract and the suit which is with respect to the claims made for the year 2013-14 ought to have been filed within three years from the date of the amount being due. Per contra the learned counsel for the plaintiff would vehemently submit in reply that the accounts pertaining to the defendant was not a single transaction account but it was a running account with respect to supply of cylinders over a period of nearly 10 years from 2013-2022 for which a running account is

maintained at the plaintiff and there has been continuous payments in part being made by the defendant as and when the supplies have been made and therefore the provisions of Article 14 of the Limitation Act accrues and the limitation would be three years from the date of delivery of goods.

10. Article 1 of the Limitation Act is with respect to suits pertaining to recovery of the balance due on a mutual, open and current account where there have been reciprocal demands between the parties. With respect to such suits the period of limitation would be three years and it would commence from the close of the year in which last item admitted or proved is entered in the accounts and such year to be computed as in the account. Article 14 deals with respect to suits relating for recovery of the price of the goods sold and delivered there no fixed period of credit is agreed upon. For such suits period of limitation is three years which will begin to run from the date of delivery of the goods.

11. The learned counsel for the defendant in support of his arguments has placed reliance upon judgment of Hon'ble Kerala High Court in **2025 SCC OnLine Ker**

12683 Jimmy Elias vs. The Tata Iron and Steel Co. Ltd and others, wherein while dealing with Article 1 and Article 14 it has been observed at para 10 and 15 as under:

Para 10: To be an open, mutual and current account, there must be mutual dealings between the parties creating mutual debts or reciprocal demands. There should be two sets of independent transactions between the parties; the creditor in the one will be the debtor in the other. A transaction between a buyer and seller, wherein the buyer pays the price for the goods sold by the seller, is only a payment in discharge of the obligations under the contract to buy goods and to pay for them. It does not create independent obligations on the parties. Such transaction was held to be not a mutual, open and current account.

Para 15: The payments made by the defendants go in reduction of their debt to the plaintiff. Hence, the appellants are right in their contention that the suit is not based on a mutual, open and current account falling within the description of a suit under Article 1 of the Limitation Act.

He also places reliance upon judgment of the Hon'ble Calcutta High Court reported in **1930 ILR Vol LVIII Calcutta Series 649, Tea Financing Syndicate Ltd., vs. Chandrakamal Bezbaruah**, wherein it is observed as under:

By Section 8, Act 14 of 1859, it was provided that

in suits for balance of accounts current between merchants and traders who have had mutual dealings, the cause of action should be deemed to have arisen at, and the period of limitation should be computed from, the close of year in the accounts of which there is the last item admitted or proved indicating the continuance of mutual dealings, such year to be reckoned as the same is reckoned in the accounts. Although this provision was confined to mutual accounts between merchants and traders the term merchants and traders " was not however construed very strictly. Under Act 9 of 1871 limitation commenced to run from the date of the last item admitted or proved in the account. Article 85, Act 15 of 1877, is in the same terms as is Article 85 of the present Limitation Act of 1908. It is clear therefore that at any rate from 1871 this or the corresponding article has applied to mutual accounts between any two persons whether merchants or not. The last item draws after it those of longer standing.

there must be a mutual credit founded on a subsisting debt on the other side or an express or an implied agreement for a set-off of mutual debts. Where for instance the dealings on either side are so independent of each other that neither party in giving credit to the other relies on the debt which he has? against him there are no mutual dealings; in other words, each party must be able to say to the other at some time or other during the period of account: ' I have an account against you" i.e. not merely a shifting balance but reciprocity of dealing and the right to mutual demand which form the essential ingredients of a mutual open and current account.

An account is open when the balance is not struck

or though struck is not accepted or acknowledged to be correct by (the parties concerned and an account is Current when it has been going on as a continuous account between the parties. A running or continued account between two or more parties is an account current. A shifting balance may be a test of mutuality.

The learned counsel for defendant also places reliance upon judgment of the Hon'ble Delhi High Court in **2018 SCC OnLine Del 10810 M/s Fresh and Healthy Enterprises Ltd vs. M/s R.K Brothers**, wherein at para 6 it has been observed as under:

Para 6: In my opinion, the trial court has committed a gross illegality in dismissing the suit as time barred without even adverting to the fact that the suit is based on a statement of account. A suit plaint does not have to contain a statement of law that the ledger account was an open, mutual and current account under Article 1 of the Limitation Act because that is an inference or a finding of fact which has to be arrived at from the statement of account which is filed. When we see the statement of account which is filed with respect to transactions entered into, Annexure P-3 to the plaint at page 223 of the trial court record, it is seen that within the first few transactions itself there are shifting balances. Once there are shifting balances clearly therefore the suit will be on the basis of an open, mutual and current account.

He also places reliance upon judgment of the Hon'ble Calcutta High Court reported in **(1949) 04 CAL CK 0033**,

Aghore Nath Ray vs. Bisnu Chandra Das.

12. It is a settled position of law that the question of limitation is both a mixed question of fact and law. The arguments advanced by the learned counsel for the defendant is entirely based upon a letter dated 29.07.2024 which is confronted in the cross-examination of P.W.1 and marked as Ex.D.1. The original of which is also produced by the plaintiff and marked as a part of Ex.P.3. The said document is a letter dated 29.07.2024. Attention is drawn to the contents of the said letter in paragraph 3 which is also confronted to P.W.1 in the cross-examination where it is mentioned that for the period from 01.04.2013 to 31.03.2014 the total value of the cylinders supplied is Rs.5,18,819/- which has not been taken into account. For proper appreciation it is just and proper to reproduce the contents of the said letter which reads as under:

In order to facilitate reconciliation at your end we furnish herewith the copy of the ledger statement maintained by your office for the period from 01.04.2013 to 31.03.2014.(copy of which was given to us by you) and also copy of the statement giving the details of the suppliers of cylinders made by us between the period from 23.03.2014 to 31.03.2014 the total value of which is Rs.5,18,819/- which has not been taken into account.

13. P.W.1 in the course of cross-examination admits that the said letter is sent by the plaintiff to the defendant. A careful reading of the said letter and its contents it only emphasizes that the value of the cylinders supplied between 23.03.2014 to 31.03.2014 amounting to Rs.5,18,819/- has not been taken into account by the defendant. The learned counsel for the plaintiff in his reply in submissions submitted that there has been a typographical error in mentioning the year and it should be from 23.03.2014 to 31.03.2024 and it has been wrongly typed as 2014. During the course of evidence the plaintiff has produced digital copy of the cylinders sales and empty cylinders received statement in respect of all the outlets of the defendant which are marked as Ex.P.8 to Ex.P.14 and likewise all the delivery challans for each of the outlets has been marked in evidence as Ex.P.17 to P.25. It is hard to accept that only for a period of 9 days there can be supply of cylinders to the value of Rs.5,18,819/-. On the other hand the entries found in the delivery challans produced at Ex.P.17 to P.25 and the cylinders sales and empty received statements of all the outlets Ex.P.8 to P.14 clearly emphasizes that the supply of cylinders have been made till 2023 and therefore the accounts do stand to show that the total value of the

cylinders supplied is still 31.03.2024. This proballizes the fact that there has been a typographical error in mentioning the period in the said letter. Moreover as mentioned above the recitals of the said letter would only indicate that the certain value of the cylinder supplied is not taken into account by the defendant and it is the said letter based on which the present suit has been filed. The ledger statement has been produced in the course of evidence and on careful reading of the entire ledger statement the last payment that has been made by the defendant is on 05.11.2023 for Rs.50,000/-. All along the defendant has been making payments to the plaintiff for the cylinder supplied to its outlets and therefore the contention of the defendant that the ledger statement would not indicate the account to be running account cannot be sustained. On the other hand on careful perusal of the ledger statement taking into account the credits that has been given to on various periods indicate that there has been bulk payments by the defendant towards the supply of cylinders and therefore it can be held without hesitation that the account of the defendant maintained by the plaintiff is running account which would attract the provisions of Article 14 of the Limitation Act and the suit which has been filed in the year 2025 by

taking into consideration the last payment made in November 2023 it can be safely inferred suit to be well within the period of limitation. Also it is pertinent to mention here that in the entire cross-examination of P.W.1 there is no iota of cross-examination on these delivery challans, the entries in the ledger statements and also the statements that has been maintained with respect to cylinders supplied and cylinders returned. Therefore it can be held without hesitation that defendant has utterly failed to substantiate that the suit is barred by limitation. Accordingly, I answer **Issue No.3 in the Affirmative.**

14. ISSUE Nos.1 and 2:- These issues are interlinked with each other and to avoid repetition of facts and evidence they are taken up together for answering.

It is the claim of the plaintiff that towards the supply of cylinders made the defendant has remained in balance of a sum of Rs.5,67,429/-. This is evident from the ledger statement that is produced at Ex.P.15 which clearly shows that as on 06.11.2023 the closing balance was Rs.5,67,428.67ps. As mentioned above under issue No.3 the defendant has not chosen to cross examine plaintiff on the entries in the ledger statement. The evidence of the plaintiff has virtually remained unchallenged with respect

to the entries in the ledger statement which contains date wise mention of all the amounts paid and the amounts due and the last entry would indicate that the last payment has been on 06.11.2023 for Rs.50,000/- thereby the defendant remaining in balance of a sum of Rs.5,67,429/- which is the suit claim. The plaintiff has also produced supply and empty cylinders received statement for each of the outlets which have been marked as Ex.P.8 to P.14. Ex.P.8 is the statement for the period February 2013 to July 2022 with respect to Swathi Restaurant of Rajajinagar outlet. Ex.P.9 is the statement for the period February 2013 to August 2014 with respect to Swathi Gardenia of Sahakar Nagar. Ex.P.10 is the with respect to February 2013 to September 2020 for Swathi Ring View Nagarabhavi, Ex.P.11 is with respect to February 2013 to June 2022 with respect to Swathi Green Land, Dasarahalli, Ex.P.12 is with respect to Swathi HSR Layout for the period 2013 to January 2021. Ex.P.13 is with respect to Swathi Central Kitchen for June 2013 to May 2022 and Ex.P.14 is with respect to Swathi Maharaj for May 2015 to February 2022. A cumulative record of all these statements would clearly indicate that totally 192 empty cylinders are due from the defendant to the plaintiff. Again with respect to these statements no iota of cross-examination is

forthcoming in the cross-examination of P.W.1. The entries in these statements at Ex.P.8 to P.14 as well as entries in the ledger extracts which is amply corroborated with the delivery challans produced at Ex.P.18 to P.25 which substantiates that the defendant has remained due to pay the suit claim to the plaintiff and is also liable to return the empty gas cylinders amounting to 192 in number. Hence for these reasons, I answer **Issue Nos.1 and 2 in the Affirmative.**

15. ISSUE No.5:- In view of the findings arrived under issue Nos.1 to 4 the plaintiff is entitled to recover the outstanding amount of Rs.5,67,429/- and is also entitled to receive the empty gas cylinders amounting to 192 in number. The plaintiff is seeking levy of interest at the rate of 18% p.a. from 05.11.2013 till realization. There is no document which would substantiate that with respect to overdue or delayed payments there is liability on part of the defendant to pay interest at 18% p.a. Therefore under such circumstances in the absence of any contract in writing levying interest at 18% p.a. from the date of last payments would be on the higher side and it would be just and proper if the plaintiff is entitled to seek interest at 9% p.a from 05.11.2023 till realization. Accordingly, I answer **Issue No.5 Partly in the Affirmative.**

16. ISSUE No.6:- For the aforesaid reasons, I pass the following.

ORDER

Suit of the plaintiff is ***decreed in part with costs.***

The defendant shall pay to the plaintiff a sum of ***Rs.5,67,429/- (Rupees Five Lakhs Sixty Seven Thousand Four Hundred and Twenty Nine Only)*** with interest at 9% p.a from 05.11.2023 till realization.

The defendant is also directed to return 192 empty gas cylinders to the plaintiff.

Draw decree accordingly.

Office to send soft copy of the judgment to respective parties on their email if furnished.

[Dictated to the Stenographer Grade-III, transcribed by her, corrected and signed by me then pronounced in the Open Court, dated **this the 17th day of April 2026**]

(ARJUN. S. MALLUR)
LXXXV Addl.City Civil & Sessions Judge,
Bengaluru.

ANNEXURE**LIST OF WITNESSES EXAMINED ON BEHALF OF
PLAINTIFF:**

PW-1	Ms. Mr. Sathish C P
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**LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE
PLAINTIFF**

Ex.P.1	Special power of attorney dated.03.07.2025
Ex.P.2	Original letter of authorization dated. 21.10.2024 - page 1 and 2 of documents filed along with I.A. No.2
Ex.P.3	I have produced office copy of letters issued by plaintiff to defendant dated. 04.05.2024 and 29.07.2024 and 19.09.2024 and 26.09.2024 along with enclosures at page 3 to 15 of documents filed along with I.A. No.2. (However no RPAD receipts or any other document is produced to show that said letter have been sent to defendant and therefore these documents are refused to be marked)
Ex.P.4	Delivery challans pertaining to 2013 - page 16 to 168 with each page containing 6 challans
Ex.P.5	Certificate under Section 63 of BSA - page 169 and 170
Ex.P.6	Office copy of legal notice dated. 23.10.2024 along with one RPAD receipt and one returned postal envelope - page 139 to 144 of documents filed along with plaint
Ex.P.7	Non starter report of PIM
Ex.P.8	Digital full cylinder sales and empty received

	statement in respect of Swathi restaurant Rajajinagar (page 13 to 32 of documents filed along with the plaint) This document is marked since it is submitted it is digitally maintained statement and since 63 certificate is filed, however keeping open question of veracity and evidentiary value.
Ex.P.9	Digital full cylinder sales and empty received statement in respect of Swathi Gardenia Sahakar Nagar (page 33 to 38 of documents filed along with the plaint) This document is marked since it is submitted it is digitally maintained statement and since 63 certificate is filed, however keeping open question of veracity and evidentiary value.
Ex.P.10	Digital full cylinder sales and empty received statement in respect of swathi ring view Nagarabhavi (page 39 to 59 of documents filed along with the plaint) This document is marked since it is submitted it is digitally maintained statement and since 63 certificate is filed, however keeping open question of veracity and evidentiary value.
Ex.P.11	Digital full cylinder sales and empty received statement in respect of Swathi Greenline Dasarahalli (page 60 to 82 of documents filed along with the plaint) This document is marked since it is submitted it is digitally maintained statement and since 63 certificate is filed, however keeping open question of veracity and evidentiary value.
Ex.P.12	Digital full cylinder sales and empty received statement in respect of Swathi H.S.R. Layout (page 83 to 92 of documents filed along with

	the plaint) This document is marked since it is submitted it is digitally maintained statement and since 63 certificate is filed, however keeping open question of veracity and evidentiary value.
Ex.P.13	Digital full cylinder sales and empty received statement in respect of Swathi Central Kitchen (page 93 to 110 of documents filed along with the plaint) This document is marked since it is submitted it is digitally maintained statement and since 63 certificate is filed, however keeping open question of veracity and evidentiary value.
Ex.P.14	Digital full cylinder sales and empty received statement in respect of Swathi Maharaj Hotel (page 111 to 124 of documents filed along with the plaint) This document is marked since it is submitted it is digitally maintained statement and since 63 certificate is filed, however keeping open question of veracity and evidentiary value.
Ex.P.15	Attested copy of ledger extract - page 1 to 149 - (document No.2 produced along with I.A. No.3.)
Ex.P.16	Print out of email - page 150 (document No.3 filed along with I.A. No.3)
Ex.P.17	Original delivery challans of the year 2013 - page 1 to 9 of documents filed along with I.A. No.3 with page 1 to 7 containing 6 challans each, page 8 containing 3 challans and page 9 containing 5 challans
Ex.P.18	Original delivery challans of the year 2014 - page 10 to 148 of documents filed along with I.A. No.3 with page 114 containing 4 challans

	and all other pages containing 6 challans each
Ex.P.19	Original delivery challans of the year 2015 - page 149 to 309 of documents filed along with I.A. No.3 with page 150 containing 1 challan, page 255 containing 2 challans and all other pages containing 6 challans each
Ex.P.20	Original delivery challans of the year 2016 - page 310 to 476 of documents filed along with I.A. No.3 with page 364 containing 1 challan, page 341 containing 5 challans and all other pages containing 6 challans each
Ex.P.21	Original delivery challans of the year 2017 - page 477 to 593 of documents filed along with I.A. No.3 with page 593 containing 1 challan and all other pages containing 6 challans each
Ex.P.22	Original delivery challans of the year 2018 - page 594 to 688 of documents filed along with I.A. No.3 with page 597 containing 5 challans and all other pages containing 6 challans each
Ex.P.23	Original delivery challans of the year 2019 - page 689 to 779 of documents filed along with I.A. No.3 with all pages containing 6 challans each
Ex.P.24	Original delivery challans of the year 2020 - page 780 to 820 of documents filed along with I.A. No.3 with page 788 containing 3 challans and all other pages containing 6 challans each
Ex.P.25	Original delivery challans of the year 2021-2022 - page 821 to 859 of documents filed along with I.A. No.3 with all pages containing 6 challans each

**LIST OF WITNESSES EXAMINED ON BEHALF OF THE
DEFENDANT**

DW-1	NII
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**LIST OF DOCUMENTS EXHIBITED ON BEHALF OF
THE DEFENDANT**

Ex.D.1	Letter dated 29.07.2024
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**(ARJUN. S. MALLUR)
LXXXV Addl.City Civil & Sessions Judge,
Bengaluru.**