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**IN THE COURT OF THE CITY CIVIL JUDGE, COMMERCIAL  
COURT AT BANGALORE**

Com O.S. No. 1045 /2024

**BETWEEN**

**M/S. TENACITY LOGISTICS,  
Represented by its Partner  
Mr. G.Kriubakaran,**

PW-1  
  
....PLAINTIFF

**AND**

**M/s. CHARIOT INTERNATIONAL PVT LTD.,** ....DEFENDANT

**EVIDENCE OF THE PLAINTIFF BY WAY OF AFFIDAVIT**

I, Mr. G.Kriubakaran, Represented by its Partner of M/S. TENACITY LOGISTICS, Having office at No.35, 3<sup>rd</sup> Main, 4<sup>th</sup> St., Block-1,Prakruthi Town Ship, Agara, Hormavu, Bengaluru-560043, do hereby solemnly affirm and state on oath as follows:-

1. I state that, I am the Partner of the Plaintiff Firm and the Plaintiff being the Partnership Firm have executed the General Power of Attorney in my favour to represent the above case on behalf of the Firm. I am well conversant with the facts of the case and hence competent to swear to this affidavit.
2. I state that, the Plaintiff is Partnership Firm having entered into Partnership Deed dt. 17.02.1014. The business of the Plaintiff Partnership Firm is to provide fright forwarding service having office in Bengaluru. The Plaintiff Carries goods/materials from manufactures or stockist to customers/ client place and the Defendant is a businessman and customer of the Plaintiff and the Defendant was importing adult things through the Plaintiff. The Defendant after assigning the consignment and taking the service of the Plaintiff, the Defendant has not paid the bill amount within the stipulated and agreed time and the same is the violation of the terms and conditions agreed by



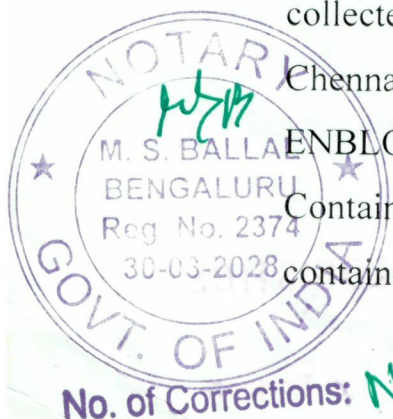
**TENACITY LOGISTICS**

*[Signature]*  
Partner,

the Defendant, but the Plaintiff has paid entire bills to the shipping companies as container detention charges.

3. I state that, the Plaintiff have received booking from the Defendant for 8 \* '20 gp' containers and raised an Tax Invoice bearing number OSSZ2341127/09-05-2023 having 14 days free for detention from date of shipment arrival, and the said 14 days free days will end on 21 May - 2023. As per the Defendant's request The Plaintiff have filed the import general manifest in customs for DPD clearance (direct port delivery) and shipment arrived to chennai port on 8th May -2023 and The Plaintiff have filed the bill of entry on 8<sup>th</sup> May-2023 after 5pm after receipt of documents received around 3 pm from the Defendant on 8<sup>th</sup> May 2023 and customs allotted on 9<sup>th</sup> May-2023 this bill of entry shipment 8\* '20' gp for under first check with 100% examination due to this there is no facility available to complete the 100% examination in the port due to this procedure, the Plaintiff have sent email to WANHAI line on 10th May -2023 to amend the IGM status (Import General Manifest) from OYARD TO ENBLOCK MOVEMENT TO CFS similarly the WANIHAL line sent email on 11th May -2023 and 12th May -2023 to CCTL (Chennai Container Terminal Pvt Limited) as the Plaintiff understand from CCTL they require minimum 72 to hours to inform the same to Calyx Container Terminals Pvt Ltd CFS (container freight station) to obtain this process and CCTL sent email instruction on 12th May -2023 to Calyx Container Terminals Pvt Ltd.

4. I state that, CFS collects the documents on 15th May -2023 to change the status from OYARD to ENBLOCK container movement and 14<sup>th</sup> May-2023 Sunday. The Calyx Container Terminals Pvt Ltd CFS collected ENBLOCK movement documents on 15th May -2023 from Chennai Container Terminal Pvt Limited and they have completed ENBLOCK process on 16th May -2023 and on same day Calyx Container Terminals Pvt Ltd have moved 4\*20'gp container out of 8 containers from CCTL PORT TO Calyx Container Terminals Pvt Ltd



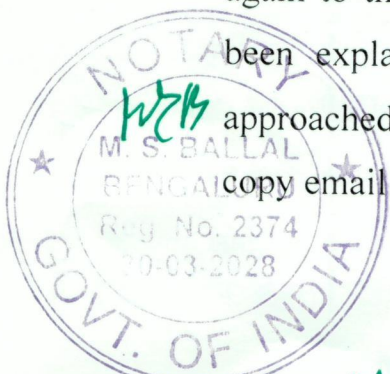
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TENACITY LOGISTICS

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and another 4\*20'gp container was moved on 17th May-2023 and The Plaintiff have completed 100% customs inspection on 18th May -2023 same day bill entry sent by customs officer to Group 3 customs officer for bill of entry assessments and 19<sup>th</sup> May Assessment was completed but unfortunately deputy commissioner raised the query due to item number 6 & 7 declared as lower value by the Defendant, then customs base value the same. The Plaintiff brought to the Defendant's notice for the Defendant's acceptance to enhance the value but the Defendant agreed on 20th May -2023 and 21 May was customs was closed due to Sunday. On 22nd May -2023 the Defendant have accepted to enhance the value for item no 6 & 7. The Plaintiff have completed Re-Assessments and deputy commissioner released bill of entry on 22nd May -2023 late evening. The Plaintiff have taken bill of entry out of charge on 23rd May -2023.

5. I state that, the Plaintiff started container movement on 24th May 2023 to the Defendant's factory from chennai Calyx Container Terminals Pvt Ltd to the Defendant's factory at Malur and before moving all containers from CFS. The Plaintiff have taken the Defendant's approval for additional detention charges for Rs. Rs.2,14,685.42/- for delivery order validity till 24th May -2023 and balance excess additional charges for till validity 30th May -2023 taken approval over phone (voice records can be provided). The Plaintiff have dispatched the Plaintiff's service bill and for additional charges bill by through professional courier 5th June-2023 and when the Plaintiff approached the Defendant for payment this additional charges after sending original bill the Defendant told, the Defendant were not arrived same in the Defendant's bills in the Defendant's ledger and the Defendant prolonged till 14 July 2023 and the Defendant have called the Plaintiff again to the Plaintiff office to clarify for the delay and the same has been explained, as per the Defendant's request, the Plaintiff have approached to WANHAI line for detention charges waiver and marking copy email sent by the Defendant, the Defendant's team as well and the



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Partner.

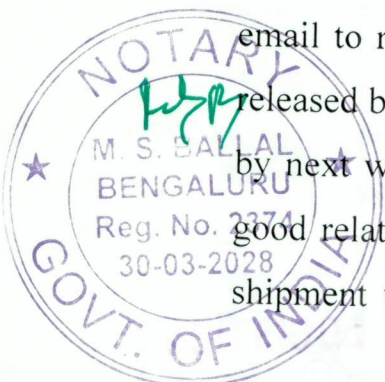
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Defendant's company also sent email to them for detention waiver but unfortunately it was rejected due to their company policy. After all this excises the Defendant have released the partial Plaintiff's payment on against the Plaintiff's bill of 24C i.e. Rs. 4,66,704/- for additional detention charges through RTGS on 14th July, which was of total RS. 9,26,700/- and against the same the Defendant have clearly mention in the whats app group as well through email stating payment done for detention / freight and over bill and damage charges (proof can be enclosed) and the issue was solved.

**Container delivery details as follows:-**

CFS Gate OUT Date	Container No	Halting days at factory	Truck No	Factory gate in	Gate Out
24.05.2023	WHSU2188742	0	TN04AN5337	25.05.2023	25.05.203
24.05.2023	WHLU0644370	0	TN04AY5863	25.05.2023	25.05.203
24.05.2023	WHLU0677841	0	TN52C0067	25.05.2023	25.05.203
25.05.2023	WHLU2977530	0	TN52J2884	26.05.2023	26.05.203
25.05.2023	WHLU0511017	0	TN04AY4153	26.05.2023	29.05.203
25.05.2023	WHLU0520174	2	TN04AY4127	26.05.2023	29.05.203
25.05.2023	BMOU1223799	2	TN04AY5117	26.05.2023	29.05.203
25.05.2023	WHLU0700181	2	TN04AV0735	26.05.2023	29.05.203

6. I state that, till July 14th 2023 the Plaintiff have received payment from the Defendant's good office without any issues and where the Defendant's last booking shipment which was in arrived to chennai port on 19th July 2023 at the time there was outstanding payment due is Rs. 18,23,036/- in the that statement against the Plaintiff's bill number 068B Rs. 32,542/- due is more than 398 days and bill number 024 Rs. 56,297/- above 75 days, the Plaintiff chased the Defendant through email to release all total outstanding payment before the last shipment released but unfortunately the Defendant where keep prolonging saying by next week and next week, as the Plaintiff keeping the Defendant's good relationship to avoiding increasing additional charges for current shipment the Plaintiff have released delivery of the Defendant's last

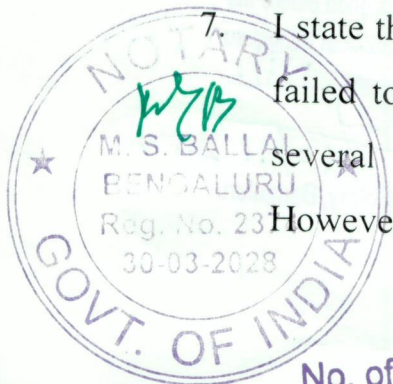


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shipment against BL number: OSSZ23060936, 6\*20 gp containers even after having outstanding Rs.18,23,036/- after delivered of the Defendant's last shipment of above said shipment the Plaintiff got email that from Mr. Sandeep saying that "need to recover some payment from us without giving any valid reason and proof of recoverable payment from us", and the Defendant have sent debit note to the Plaintiff without acceptance and approval for the Defendant's debit note no: CIPL011/23-23 Rs. 46,6704/- CIPL- 010/23-24 Rs 9,440/-, CIPL- 13/23-24 Rs.9,983/- and CIPL-012/23-24 Rs. 34,670 the Defendant forced the Plaintiff to accept note when there was no booking / shipping with the Plaintiff and the Plaintiff have no hold as well and the Defendant have sent the Defendant's ledger copy on debiting above charges to the Plaintiff on 17th August 2023 without acceptance since the outstanding was Rs. 18,23,036/- the Plaintiff have visited the Defendant's office more than 6 time to collect this due but unfortunately the Defendant were refused to pay the Plaintiff Rs. 13,02,239/- until the Plaintiff's acceptance of the Defendant's debit note which was holded by the Defendant, due to other commitment the Plaintiff was force to collect balance due of Rs. 13,56,332/- after where the Defendant deducted Rs.5,20,797/- and the Plaintiff have sent his credit note to the Defendant on 28th August 2023. After receipt of balance due payments the Plaintiff have sent email to the Defendant, the Defendant have canceled our credit note and the Defendant have not filed the GST returns against the Plaintiff's credit note due to the Plaintiff. The Defendant have blocked the Plaintiff's email when the Plaintiff asked for further more details. Hence the Defendant are due Rs. 5,20,797/- and the Plaintiff requested for payment of the same personally, through email and phone calls. As the Defendant have not responded to the request of the Plaintiff and hence the suit.

7. I state that, the Defendant after availing the services from the Plaintiff, failed to pay for the services availed by them. The Plaintiff has sent several emails and a notice seeking payment of the due amount. However, the Defendant failed to pay the same for reasons best known

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TENACITY LOGISTICS

Partner.

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to them. The total outstanding amount payable by the Defendant Company as on the date of filing the suit is Rs. **5,20,797/- (Rupees Five Lakhs Twenty Thousands Seven Hundred and Ninety Seven Only)**.

8. I state that, the Defendant herein is liable to pay the sum of Rs. **5,20,797/- (Rupees Five Lakhs Twenty Thousands Seven Hundred and Ninety Seven Only)** along with interest @ 18% p.a. from 28.08.2023 till the date of payment.
9. I state that, as per the commercial court act the petitioner has filed the petition before the District Legal Service Authority, Bengaluru Under PIM:556/2024 and representation made by the Opposite party/defendant by filing the vakalath and they are not ready for mediation, Hence the said Authorities have closed the above said petition by giving the Non-Starter-Report,

WHEREFORE, I respectfully prays that this Hon'ble Court be pleased to allow the petition as prayed for in the Petition in the interest of justice and equity.

What is stated above are true and correct to the best of my knowledge, belief and information.

Identified by me

*D. K. Sankar*  
Advocate

Place: Bangalore

Date: 10.11.2025

**TENACITY LOGISTICS**  
*[Signature]*  
Partner,  
DEPONENT

'SWORN TO BEFORE ME'



Sworn solemnly affirmed and signed before me  
on this 10th day of Nov. 2025 at Bengaluru  
N.R.SI.No. 3677 Corrections Nil.

*[Signature]*  
M. S. BALLAL, Advocate & Notary, Bengaluru