

KABC170023942025



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

THIS THE 15th DAY OF DECEMBER 2025

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

Com.OS.No.1010/2025

PLAINTIFF:

M/S Manju Electricals

Having Its Office At No.23,
3rd Floor, 5th Main Road,
Bhuvaneshwari Nagar, Sultanpalya,
Bangalor-560 032.

Represented By Its Partner
Sri. S Manjunathan.

(Represented by Sri. Siddu M Kenduli, Advocate)

: Versus:

DEFENDANT:

1. M/S Quality Quarters Hospitality
No.26, Ground Floor,

Godrej Centrl Hebbal,
Byatarayanapura,
Bangalore-560 092.
Represented By Managing Partner
Sri. K Balakrishna.

Also At
2.M/S Quality Quarters Hospitality,
Godrej Central, Kodigehalli,
Hebbal Main Road,
Bangalore-560 092.
Represented by Managing Partner
Sri. K Balakrishna.
(Represented by Sri.Subrahmanya P D , Advocate)

IA.NO.II

Applicant/Plaintiff: M/S Manju Electricals

(Represented by SriSiddu M Kenduli , Advocate)

V/s

Opponent/Defendant:M/S Quality Quarters Hospitality

(Represented by Sri.Subrahmanya P D , Advocate)

(i)	Provisions under which the application is filed	Order XI Rule 5 of CPC
(ii)	Relief sought for	Seeking a direction to the defendant to produce two documents
(iii)	The date on which the	04.11.2025

	application is filed	
(iv)	Number of the application	I.A.No.2
(v)	The date on which the objections are filed by different opponents	13.11.2025
(vi)	The date on which the orders were passed on the said application	15.12.2025

ORDERS ON IA.NO.II

Plaintiff has filed I.A.No.2 under Order XI Rule 5, R/w Sec.151 of CPC seeking a direction to the defendant to produce two documents namely the summary of billing (Final Settlement Bill) and copy of the agreement entered between the defendant and Top Edge Infra Pvt. Ltd.

2. It is contended by the plaintiff that there is summary of the statement of accounts showing the settlement details and the amount required to be to the plaintiff by the defendant to which both parties have affixed their signatures and the original of the said document is in the custody of the defendant and therefore defendant shall be directed to produce the same. It is further contended that during the course of business there has been an agreement entered into between defendant and one Top

Edge Infra Pvt. Ltd. The original of which is also in the custody the defendant and the same is required for substantively proving the case of the plaintiff and on these grounds has sought for production of the said original documents.

3. Objection is filed by the defendant to the said application contending that no justifiable grounds have been made out to infer that the defendant is in custody of original of both the documents. It is submitted that the defendant is not in custody of the alleged final statement of accounts and whatever the work that has been carried out by the plaintiff payment has been made either through account transfer or by way of cash which has been averred in detail in the written statement and therefore there is no such settlement bill as contended. Further the defendant submits that in so far as the second document the original of which is in the custody of Top Edge Infra Pvt. Ltd., and the defendant is only in possession of the photocopy of the said agreement and further the plaintiff is not a party to the said agreement and therefore under these circumstances it would not be possible for the defendant to produce original of both the

documents as sought and has sought for rejecting the application.

4. Heard the learned counsels appearing for both sides. Perused the entire material on record.

5. The points for consideration are:-

1) Whether the plaintiff has made out justifiable ground to infer that the defendant is in possession of the original of both the documents as contended in the application?

2) What order?

6. My answer on the above point is as under:

Point No.1: **In the Negative.**

Point No.2: As per final order for the following

REASONS

7. **POINT NO.1**:- Under Order XI Rule 5 of CPC which is with respect to production of documents it empowers any party to seek production of any documents from any

person or party relating to the subject matter of the suit. If it is satisfied that the said document is in the possession of such party. Prior to seeking production of the said document under Order XI Rule 5(2) of CPC the plaintiff is required to issue notice under Form No.7 and after issuance of the notice 7 days time has to be given but not more than 15 days for producing the said documents and in case the defendant fails to produce the documents adverse inference has to be drawn. The prime most requirement for issuance of the notice for production of the documents is that the Court must be satisfied and must have reasons to believe that the defendant is in possession of the original of the said document.

8. Under the present application the plaintiff is seeking production of two documents. The first one is the final settlement bill which according to the plaintiff has been duly signed by the defendant undertaking to pay the amount due to the plaintiff. Along with the said application the plaintiff has enclosed the copy of the said final settlement bill which though it is in a typed format there are various handwriting and carries the signature of both the representatives of the plaintiff and the defendant.

Though the plaintiff contends that the defendant is in possession of the said original documents, there are no circumstances brought out to infer that such a document has been brought into existence. The defendant has categorically denied any such document being in existence and has contended that whatever the amount that is due to the plaintiff has already been paid. In the absence of any material stipulating that such a final settlement bill has been entered into between the parties and is in existence and in the absence of any circumstances to show that the defendant is in possession of the said original settlement bill there cannot be any direction to produce the original of the bill as prayed.

9. The next document that is sought to be produced is copy of the agreement between defendant and Top Edge Infra Pvt Ltd. It is the contention of the plaintiff that there was an agreement between defendant and M/s Top Edge Infra Pvt. Ltd., and the said document is required for effective adjudication of the claim. In the present the plaintiff is seeking for recovery of certain amount due by the defendant and per contra the defendant has raised a counter claim against the plaintiff seeking for payment of

certain amounts from the plaintiff himself. The defendant contends that the said agreement is entered between itself and Top Edge Infra Pvt. Ltd., for which plaintiff is not a party and that the defendant is not in possession of the original of the said agreement and he only retains a copy of it. The specific defence of the defendant is that whatever the amounts that has been due to be payable to the plaintiff has been duly paid and nothing remains to be paid. The plaintiff has not placed on record any material to draw an inference that the defendant is in possession of the original of the said document. Moreover the plaintiff is seeking production of copy of the said agreement which the defendant admits to be in possession of it. The production of photocopy of the said agreement would not in any manner substantiate the claim made by the plaintiff. Therefore under such circumstances the plaintiff having failed to substantiate regarding the defendant being in possession of the original of the said agreement there cannot be any direction to the defendant to produce to originals of the documents as prayed and accordingly I answer Point No.1 in the **Negative.**

10. POINT NO.2:- For the aforesaid reasons, I pass the following:

ORDER

I.A.No.2 filed by the plaintiff U/o.XI Rule 5, R/w Sec.151 of CPC is **rejected**.

No order as to costs.

(Dictated to the Stenographer Grade-III, transcribed by her, corrected and then pronounced by me in open court on this the **15th day of December, 2025**)

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