

KABC170023982025



**IN THE COURT OF LXXXIV ADDL. CITY CIVIL &  
SESSIONS JUDGE, AT BENGALURU (CCH-85)  
(Commercial Court)**

**THIS THE 26<sup>th</sup> DAY OF MARCH 2026**

**PRESENT:**

**SRI. ANAND T. CHAVAN. B.Com.,LL.B.(Spl.)  
LXXXIV ADDL. CITY CIVIL & SESSIONS JUDGE,  
BENGALURU.**

**Com.OS.No.1013/2025**

**Plaintiff:-**

**CENTRALAB HEALTHCARE SERVICES  
PRIVATE LIMITED,**  
A Private Limited  
Company Registered under  
Companies Act, Having its  
Registered Office at F3, 3<sup>rd</sup> Floor,  
Shiva Shankar Plaza, No.19,  
Lalbagh Road, Richmond Circle  
Junction, Bangalore,  
Karnataka-560027.  
Rep by its Authorized Representative,  
Mr. Shashikumar M.

**(Rep by K.S.N Rajesh -Adv)**

V/s

**Defendants:- JYOTSNA REDDY HOSPITAL  
PRIVATE LIMITED,**  
Maruthi Patalappaa Complex No.9,  
1<sup>st</sup> A Cross Road, Akshaya Nagar,  
2<sup>nd</sup> Block, Tambu Chetty Palya,  
Battarahalli, Bengaluru-560016.

**2. PRAMODA KULURU,**  
**Director,**  
**JYOTSNA REDDY HOSPITAL  
PRIVATE LIMITED,**  
No.41, Lavelle Road, 2<sup>nd</sup> Floor,  
Cristu Complex, Bangalore-560001.

**3. Mrs. HEMAVATHI NANDIPATI,**  
**Director,**  
**JYOTSNA REDDY HOSPITAL  
PRIVATE LIMITED,**  
No.15/1150-2, Sanjeeva Nagara,  
4<sup>th</sup> Road, Tadipatri Ananthapuramu,  
Andhra Pradesh-515 411.

**4. Mr. YERRAGUNTA  
RAGHAVENDRA REDDY,**  
**Director,**  
**JYOTSNA REDDY HOSPITAL  
PRIVATE LIMITED,**  
No.12-2-415A, Harihara Nagar,  
Anantapur, Andhra Pradesh-515 001.

**5. Mr. KULURU CHENNAKESAVAMMA**  
**Director,**  
**JYOTSNA REDDY HOSPITAL**  
**PRIVATE LIMITED,**  
 No.12-3-790, Jesus Nagar,  
 Near Jayamannamma,  
 Kalyanamandapam, Ananthapur,  
 Andhra Pradesh-515001.  
 5<sup>th</sup> Block, Jayanagar,  
 Bengaluru-560041.

**(Exparte)**

Date of Institution of the suit	18.07.2025
Nature of the suit (suit on pro note, suit for declaration & Possession, Suit for injunction etc.)	Suit for recovery of Money.
Date of commencement of recording of evidence	10.12.2025
Date on which judgment was pronounced	26.03.2026
Total Duration	Year/s 00      Month/s 08      Day/s 08

**LXXXIV Addl.City Civil & Sessions Judge,  
 Bengaluru.**

## **J U D G M E N T**

The plaintiff has filed present suit against defendants seeking recovery of Rs.39,17,513/- along with pendent lite and future interest on said amount from the date each invoice till the date of payment.

### **2. The brief averments of plaint are that:**

The plaintiff is a Private Limited Company registered under the provisions of The Companies Act, 1956 having Registered Office at F3, 3<sup>rd</sup> Floor, Shiva Shankar Plaza, No.19, Lalbagh Road, Richmond Circle Junction, Bangalore, Karnataka-560027. Defendant No.1 is hospital and defendant Nos.2 to 5 are its Directors. Defendants contacted plaintiff for providing pathological laboratory services for defendant No.1 hospital as per mutually agreed terms between them. Hence a Memorandum of Understanding dtd.29.10.2020 (MOU) was executed between plaintiff and defendant No.1, which was represented by defendant No.4 in capacity of Director. As per said MOU plaintiff provided pathological laboratory services to defendants as per

their requirements and defendants accepted the same without any demur or protest. As per Clause 2.b of MOU the plaintiff used to raise a detailed Bill statement (invoice) in the first week of every month for such services provided in previous month. Further delay of more than 04 week in remittance of amount towards such invoices would forfeit discount reflected in invoices. Thus in present case defendants are no longer entitled to receive the discount amount mentioned in invoices since the invoices have been unpaid for period much longer than 04 weeks. Further as per Clause 2.c of the MOU any issues on contents of Bills Statements were required to be informed to plaintiff within 07 working days, but defendants have not raised any such issues. Hence the above Bill Statements have attained finality. The business operations were conducted smoothly as per above terms of MOU till March 2022. Thereafter from April 2022 defendants stopped clearing the amounts due under Bill Statements and resorted to dilatory tactics. Despite repeated reminders and requests,

defendants failed to clear the amount to the plaintiff. The details of pending Bill Statement are narrated as under:-

Sl. No.	Bill Statement No.	Bill Statement Date	Discount Invoice Amount (INR)	Discount Amount (INR)	Total Payable Amount (INR)
1	000107	30.04.2022	1,05,748.00	1,60,172.00	2,65,920.00
2	000189	31.05.2022	1,17,316.00	1,97,584.00	3,14,900.00
3	24722000055	30.06.2022	1,18,930.00	2,28,575.00	3,47,505.00
4	24722000093	31.07.2022	1,19,191.00	2,22,114.00	3,41,305.00
5	CI-2022 AUG CUS14159/0-0-M	31.08.2022	2,06,543.00	3,28,972.00	5,35,515.00
6	CI-2022 SEP CUS14159/130 0-0-M	30.09.2022	1,46,829.00	2,70,916.00	4,17,745.00
7	CI-2022 Oct- CUS14159/130 0-0-M	31.10.2022	83,052.00	1,66,503.00	2,49,555.00
8	CI-2022 Nov CUS14159/130 0-0-M	30.11.2022	1,02,505.00	1,95,390.00	2,97,895.00
9	77469495	31.12.2022	93,903.00	1,79,107.00	2,73,010.00
10	79057907	31.01.2023	98,952.00	2,00,798.00	2,99,750.00
11	80851825	28.02.2023	90,275.00	1,75,955.00	2,66,230.00
12	82562967	31.03.2023	99,003.00	2,09,752.00	3,08,755.00
<b>TOTAL</b>			<b>13,81,675.00</b>	<b>25,35,838.00</b>	<b>39,17,513.00</b>

However since delay of more than 04 weeks defendants are not entitled for discount of

Rs.13,81,675/- shown in Column No.3 of the above table as per Clause 2.b of MOU and they are liable to pay total invoice amount of Rs.39,17,513/- as on 28.02.2023 to plaintiff. The plaintiff shared aforesaid outstanding amount to defendants vide email dtd.18.03.2023, but defendants made no efforts to remit the aforesaid amount. Defendants intentionally neglected to make payment of aforesaid amount with malafide intention of cheating and duping the plaintiff. Hence plaintiff issued a legal notice dtd.26.04.2023 calling upon defendants to pay the above dues. Despite issuing the said notice at current address, they deliberately evaded its service. Hence plaintiff is constrained to file present suit and these amongst other grounds, it is prayed to decree the suit, as prayed for.

**3.** Despite initial issuance of summons through various means, presence of defendants could not be secured. Thereafter despite service of summons on defendants by way of newspaper publication in Indian Express Newspaper of Bengaluru and Tirupati

Edition dtd.17.10.2025, defendants have remained absent. Hence defendants are placed exparte.

4. In support of its case, the plaintiff has got examined it's Account Assistant as PW.1 and got marked 17 documents as per Ex.P1 to Ex.P17.

5. Heard arguments of learned counsel for the plaintiff and perused the records.

6. The following points arise for consideration:

***1. Whether plaintiff proves that, defendants are liable to pay sum of Rs.39,17,513/- to it towards services provided under aforesaid invoices mentioned in the plaint?***

***2. Whether plaintiff is entitled for relief sought?***

***3. What order or decree?***

7. The followings are answers to above:

**Point No.1:- In the Affirmative.**

**Point No.2:- Partly in the Affirmative.**

**Point No.3:- As per the final Order  
for the following;**

## **REASONS**

**8. POINT Nos.1 & 2:-** These points are taken up together for consideration, in order to avoid repetition of facts and evidence. The averments of plaint are already narrated in foregoing paras and same need not be repeated.

**9.** In support its case, plaintiff company has got examined its Account Assistant by name Shashi Kumar M. S/o Muniganaga M., who has entered into witness box as PW 1 and filed his chief examination affidavit by reiterating entire averments of plaint. Further PW1 has got marked following documents as per Ex.P1 to Ex.P17.

Ex.P1	Copy of Board Resolution of plaintiff dated 07.04.2025 (from page No.25 to 27)
Ex.P2	Certified copy of 10 cheques printed on five pages
Ex.P3	Certified copy of 10 dishonour memos (from page Nos.6 to 15)
Ex.P4	Certified copy of legal notice dated 01.07.2023
Ex.P5	Certified copy of RPAD receipts
Ex.P6	Certified copy of 03 RPAD acknowledgments

Ex.P7 & P8	Certified copies of two postal covers addressed to defendant Nos.2 and 4
Ex.P9	Postal consignment documents (from page Nos.24 to 28)
Ex.P10	Certified copy of Board Resolution of plaintiff dated 07.02.2023
Ex.P11	Certified copy of ledger account of defendant No.1 hospital maintained by plaintiff (from page Nos.31 to 34)
Ex.P12	Certified copy of account statement of plaintiff held in Indian Bank (from page Nos.35 to 40)
Ex.P13	Certified copy of complaint filed by plaintiff against defendants in PCR No.57088/2023 (CC No.52491/2024) (from page Nos.41 to 46)
Ex.P14	Certified copy of my sworn statement filed in PCR No.57088/2023 (from page Nos.48 to 52)
Ex.P15	Certified copy of order sheet in PCR No.57088/2023 (from page No.54 to 60)
Ex.P16	Copy of Board resolution of plaintiff dated 07.11.2024
Ex.P17	Non starter report issued by DLSA, Bengaluru Urban in PIM No.2502/2023

**10.** Ex.P1 Letter of authority shows authorization of PW1 to conduct the case on behalf of plaintiff. Ex.P2 are said to be certified copies of cheques issued by

defendant No.1 company in favour of plaintiff towards part amount payable under above invoices and Ex.P3 are said to be cheque return memo showing dishonour of aforesaid cheques for the reason as "Account blocked situation covered in 2125". Further Ex.P4 Legal Notice discloses that, plaintiff has called upon defendants to pay the aforesaid cheque amount, which were dishonoured on presentation, Ex.P5 Certified copies of Postal receipt and Ex.P6 Certified copies of Postal acknowledgments discloses service of said notice on defendants and Ex.P7 and Ex.P8 Envelopes depict the return of postal covers, which are addressed to defendant Nos.2 and 4. Further Ex.P9 postal track record depicts delivery of other notices of defendants and Ex.P10 Resolution dtd.07.02.2023 shows authorization issued in the name of PW1 to conduct the case. Further plaintiff has produced Ex.P11 and Ex.P12 Certified copies of ledger and statement of account of defendant No.1 maintained by plaintiff company showing the aforesaid transactions and

amount payable by defendants as per suit claim. Further Ex.P13 shows that plaintiff has instituted a private complaint against defendant for dishonour of aforesaid cheques under PCR No.57088/2023 and CC No.52491/2024 before XIV Addl. CMM Court, Mayohall Bengaluru. Ex.P14 and Ex.P15 are said to be sworn statement and order sheet of said case, Ex.P16 appears to be fresh board resolution of plaintiff company dtd.07.11.2024 and Ex.P17 is a non-starter report showing closure of proceedings under PIM No.2502/2023 in view of absence of defendants in said case. The aforesaid documentary evidence adduced by PW1 sufficiently goes to show that defendants have entered into the aforesaid arrangement of receiving lab services from plaintiff and they are in due of aforesaid amount as per averments of the plaint. Further the averments of plaint with regard to aforesaid dues on part of defendants and their dis-entitlements to seek discount on above bills as per Clause 2.b of MOU or to raise any issues in respect of such Bills as per

Clause 2.c of MOU are not denied and disputed by defendants by placing their appearance in the suit. Moreover aforesaid dishonoured cheques clearly goes to show that the amount tendered by defendants towards aforesaid dues has been dishonoured and as such defendants have committed default in payment of the suit due amount to plaintiff.

**11.** The aforesaid oral and documentary evidence adduced by PW.1 clearly shows that plaintiff has provided service to defendants and they are liable to pay the suit claim to plaintiff. Moreover Ex.P4 office copy of legal notice discloses that despite calling upon defendants to pay the outstanding amount, they have failed to comply with the notice or to reply the same with any valid reasons. Further despite sufficient service of summons of this case, defendants have not chosen to contest the suit on merits by appearing in the matter. Hence the oral and documentary evidence adduced by plaintiff has remained unchallenged. Hence the aforesaid evidence has inspired the confidence of the court

with regard to aforesaid transaction between plaintiff and defendant and liability of defendants to pay aforesaid outstanding amount. For these reasons plaintiff has sufficiently proved that, it is entitled to receive aforesaid amount of Rs.39,17,513/- from defendants towards aforesaid service as per above invoices. For these reasons plaintiff is definitely entitled for the relief claimed in the suit. Further plaintiff has claimed refund of above sum with interest. Further, the present transaction appears to be commercial transaction and as such plaintiff is definitely entitled for repayment of aforesaid amount with reasonable interest. However though plaintiffs have claimed interest from the date of each invoices, looking to facts and circumstances of the case and nature of transaction, defendants may be directed to pay aforesaid outstanding amount of Rs.39,17,513/- to plaintiff with current and future interest at the rate of 12% per annum from the date of suit till it's realization. Accordingly, plaintiff is entitled for the relief claimed in the suit. **Hence, Point No.1 and 2**

**are answered in the Accordingly.**

**12. POINT NO.3:-** For the reasons stated and finding given on Point Nos.1 & 2, following is;

**O R D E R**

**The suit of the plaintiff is decreed in part with costs.**

**The Defendants are jointly and severally are liable to pay sum of Rs.39,17,513/- to plaintiff with interest at the rate of 12% per annum from the date of suit till it's realization.**

**Draw decree accordingly.**

**Office to send soft copies of the judgment to the e-mail Id's of the both parties as provided U/o XX Rule 1 of CPC, if email IDs are furnished.**

[Dictated to the Stenographer Grade-III, directly on the computer, typed by her, then corrected and signed by me and pronounced in the Open Court, dated **this the 26<sup>th</sup> day of March 2026**]

**(ANAND T. CHAVAN)**

LXXXIV Addl.City Civil & Sessions Judge,  
Bengaluru.

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

PW-1                      Shashi Kumar M.

**LIST OF DOCUMENTS EXHIBITED ON BEHALF OF**  
**THE PLAINTIFF**

Ex.P1	Copy of Board Resolution of plaintiff dated 07.04.2025 (from page No.25 to 27)
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**LIST OF WITNESSES EXAMINED ON BEHALF OF  
THE DEFENDANT**

**NIL**

**LIST OF DOCUMENTS EXHIBITED ON BEHALF OF  
THE DEFENDANT**

**NIL**

**(ANAND T. CHAVAN)**

LXXXIV Addl.City Civil & Sessions Judge,  
Bengaluru.