

KABC170029542025



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

THIS THE 23rd DAY OF APRIL 2026

PRESENT:

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

Com.OS.No.1295/2025

Plaintiff:-

**M/S. SUNVIK STEELS PRIVATE
Ltd.,** Having its registered office
at, 23, 3rd Floor, MES Road,
Bahuballi Nagar, Bengaluru-560 013.
Rep by its Authorized Signatory &
Laison Officer,
Mr. C.H. Mallikarjuna.

(Rep by Sri. Mohumed Sadiqh B.A - Adv)

V/s

Defendants:-

1. Sree Hanuman Iron Steel &

Hardware, A Proprietorship Concern,
Rep by its Proprietor,
Mr. Pushendraa Kumar Ray,
Having office at Narayana Building,
Shop No.4, Kammasandra Village,
Gundur Road, Bidarahalli Hobli,
Virgonagar Post, Bengaluru-560 049.
Phone No.9845676902.

2. Shri. Pushendra Kumar Ray,
S/o Gyana Prakash Ray,
Aged about 42 years,
Having office at Narayana Building,
Shop No.4, Kammasandra Village,
Gundur Road, Bidarahalli Hobli,
Virgonagar Post, Bengaluru-560 049.
Phone No.9845676902.

(Rep. By Devaraj C.H & Associates- Adv)

Date of Institution of the suit	16.09.2025
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	24.03.2026
Date on which judgment was pronounced	23.04.2026

Total Duration	Year/s 00	Month/s 07	Day/s 07
----------------	--------------	---------------	-------------

**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.4,45,349/- along with future interest at the rate of 24% per annum from the date of this suit till the date of realization.

2. The brief averments of plaint are that:

The plaintiff is a company registered under the provisions of the Companies Act. The plaintiff is a steel manufacturing company and it is engaged in the business of manufacturing and sales of Steel, Sponge Iron and TMT bars of various sizes and also supply of Flyash Bricks/ Blocks.

The defendant No.1 is a Proprietorship Concern and defendant No.2 is the Proprietor of defendant

No.1. The defendant No.1 is carrying on business of selling steels and hardware items. Defendants were purchasing TMT bars of various sizes from plaintiff. The plaintiff has raised invoices for supply of TMT bars to defendant during financial period between 01.04.2023 to 31.03.2024, and during said financial period defendant has taken materials worth Rs.9,08,028/- from plaintiff. Defendant has only paid a part payment of Rs.6,00,000/- to plaintiff and they are still due of Rs.3,08,028/-. Defendants are also liable to pay interest of Rs.1,37,321/- as on 09.06.2025 at the rate of 24% per annum on aforesaid principal dues. On several reminders by plaintiff, defendants issued cheque No.822395 of Indusind Bank, Basavangudi Branch dtd.15.05.2025 for Rs.3,08,028/- towards balance amount assuring its encashment on presentation. On presentation of said cheque by plaintiff through its banker HDFC bank, same returned unpaid with endorsement dtd.16.05.2025 as exceeds arrangements. Thereafter

plaintiff caused a legal notice dtd.13.06.2025 to defendant and called upon them to pay the cheque amount within 15 days from the date of said notice. Despite service of said legal notice to both defendants on 14.06.2025, they failed to pay the cheque amount and as such plaintiff filed a complaint against defendants under PCR No.11273/2025 before 36th ACMM Court Bengaluru. Thereafter plaintiff complied mandatory requirement of Pre-institution Mediation by filing PIM No.1504/2025 before DLSA. However despite service of notice, defendant Nos.1 and 2 did not appear before DLSA and said authority has issued a Non-starter report to the plaintiff. As on date of suit the defendants are in due of Rs.4,45,349/-. Hence present suit and it is prayed to decree the same.

3. Defendant Nos.1 and 2 have appeared through their counsel in pursuant to service of summons. However despite sufficient opportunity, both

defendants have not chosen to contest the suit by filing their written statement. Hence written statement of defendant Nos.1 and 2 is taken as not filed.

4. In support of it's case, the plaintiff has got examined it's Authorized Signatory as PW.1 and got marked 18 documents as per Ex.P1 to Ex.P18.

5. Heard arguments of learned counsel for the plaintiff and perused the records. The defendants have not chosen to address any arguments despite sufficient opportunity. Hence same is taken as heard.

6. The following points arise for consideration:

1. Whether plaintiff proves that, defendants are jointly and severally liable to pay outstanding amount of Rs.4,45,349/- to it towards supply of materials?

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 of the case, the plaintiff firm has got examined its' Authorized Signatory by name Mr. C.H Mallikarjuna S/o Hanumantharaya as PW1, who has entered into witness box 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.P18.

Ex.P1	Copy of GST registration certificate of plaintiff
Ex.P2	Copy of GST registration certificate of defendants
Ex.P3	Invoice dated 31.07.2023
Ex.P4	Weighing slip dated 31.07.2023
Ex.P5	Goods consignment note dated 31.07.2023
Ex.P6	E-way bill dated 31.07.2023
Ex.P7	E-Invoice dated 31.07.2023
Ex.P8	Invoice dated 01.08.2023
Ex.P9	Weighing slip dated 01.08.2023
Ex.P10	E-way bill dated 01.08.2023
Ex.P11	E-Invoice dated 01.08.2023
Ex.P12 to P14	Ledger account statement of defendants
Ex.P15	Calculation slip
Ex.P16	Copy of Board Resolution of plaintiff company dated 12.05.2025
Ex.P17 and P17(a)	Certificate U/Sec.63 of BSA, 2023 along with computer and printer information
Ex.P18	Non starter report issued by DLSA, Bengaluru dated 10.09.2025

10. The Ex.P1 and Ex.P2 Registration Certificates of plaintiff and defendants sufficiently disclose GST registration of both entities before concerned authority. Ex.P3 and Ex.P8 Invoices depict that defendants have been supplied with materials worth Rs.2,98,946/- and Rs.6,09,082/- totally amounting to Rs.9,08,028/-. Further the aforesaid invoices are supported with Ex.P4 to Ex.P7, Ex.P9 to Ex.P11 Weigh bills, goods consignment notes and E-way-Bills and E-way invoices, which sufficiently disclose supply and deliver of aforesaid goods to defendant. Further Ex.P12 to Ex.P14 Ledger account of defendants sufficiently disclose that they have made part amount towards aforesaid dues and they are still in due of Rs.3,08,028/-, which has amounted to Rs.4,45,349/- after addition of admitted interest at the rate of 24% per annum as agreed in invoices. Ex.P16 discloses a Resolution of plaintiff company dtd.12.05.2025 authorizing PW1 to conduct the case and Ex.P17 Certificate supports the electronic

documents produced by plaintiff. Further Ex.P18 Non-starter report sufficiently discloses filing of PIM No.1504/2025 by plaintiff against both defendants and closure of said proceedings in view of failure of defendants to appear in said case.

11. These documents sufficiently disclose supply of aforesaid TMT Bar materials plaintiff to defendants and failure of defendant in payment of balance amount of Rs.3,08,028/- despite efforts made by plaintiff to recover the same. Further the aforesaid invoices are well corroborated with other documents showing supply of materials on defendants and ledger statement also reflect the actual dues of defendants towards aforesaid materials purchased from plaintiff. Ex.P 18 Non-starter report discloses that plaintiffs have failed to appear before concerned authority to settle the dues.

12. Further despite appearing in present suit, defendants have not chosen to contest the suit on

merits by filing their written statement or by challenging the evidence of plaintiff either by way of cross examination or by leading their evidence. Hence the oral and documentary evidence adduced by plaintiff has remained unchallenged and there is no reason to disbelieve or discard the same. Hence the aforesaid evidence has inspired the confidence of the court with regard to aforesaid transaction between plaintiff and defendant and with regard to joint and several liability of defendants to pay aforesaid outstanding amount.

13. Further plaintiff has claimed aforesaid suit sum with future interest at the rate of 24% per annum. Admittedly the present transaction is commercial transaction. As per Ex.P3 and Ex.P8 Invoices, defendants have agreed to pay the over dues with interest at the rate of 24% per annum. For these reasons plaintiff is definitely entitled for total outstanding dues with pre-suit interest at the rate of

24% per annum amounting to Rs.4,45,349/-. However, looking to facts and circumstances of the case, plaintiff company may be held entitled to recover aforesaid dues with current and future interest at the agreed rate of 18% per annum and not more than that. Accordingly, plaintiff is entitled for the relief claimed in the suit in above terms. **Hence, Point Nos.1 and 2 are answered in the accordingly.**

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

ORDER

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

The Defendants are jointly and severally liable to pay sum of Rs.4,45,349/- to plaintiff along with interest at the rate of 18% per annum from the date of suit till realization.

Draw decree accordingly.

Office to send soft copies of this 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 23rd day of April 2026**]

(ANAND T. CHAVAN)

LXXXIV Addl.City Civil & Sessions Judge,
Bengaluru.

A N N E X U R E

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

PW-1 Mr. C.H Mallikarjuna.

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

Ex.P1	Copy of GST registration certificate of plaintiff
Ex.P2	Copy of GST registration certificate of defendants
Ex.P3	Invoice dated 31.07.2023
Ex.P4	Weighing slip dated 31.07.2023

Ex.P5	Goods consignment note dated 31.07.2023
Ex.P6	E-way bill dated 31.07.2023
Ex.P7	E-Invoice dated 31.07.2023
Ex.P8	Invoice dated 01.08.2023
Ex.P9	Weighing slip dated 01.08.2023
Ex.P10	E-way bill dated 01.08.2023
Ex.P11	E-Invoice dated 01.08.2023
Ex.P12 to P14	Ledger account statement of defendants
Ex.P15	Calculation slip
Ex.P16	Copy of Board Resolution of plaintiff company dated 12.05.2025
Ex.P17 and P17(a)	Certificate U/Sec.63 of BSA, 2023 along with computer and printer information
Ex.P18	Non starter report issued by DLSA, Bengaluru dated 10.09.2025

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

NIL

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

NIL

(ANAND T. CHAVAN)

LXXXIV Addl.City Civil & Sessions Judge,
Bengaluru.