

KABC170039062025



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

THIS THE 10th DAY OF MARCH 2026

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

Com.OS.No.1723/2025

BETWEEN:

M/S Globe Detective Agency Pvt Ltd

A company incorporated under
the Companies Act, 1956
Having Its Registered Address At
No.601-603, Eros Apartments, 56,
Nehru Place, New Delhi, India-110 019.

Through Its Corporate Office At
No.102-103, Money Centre, 121,
7th Block, 1st Floor, Koramangala,
Bengaluru-560 095. Duly Represented By Its
Authorized Signatory And Operations Head And BDM,
Bangalore,
Mr. Dhanasekaran
S/O Late V Hanumanthan,
Aged About 63 Years.

**: PLAINTIFF
(Represented by Sri. Milash Arrol Noronha, Advocate)**

AND

M/S Sudeeksha Healthcare Pvt Ltd

A Private Company Having Its Registered Address At,
No.7, 4th Cross, East Link Road, Malleshwaram,
Bangalore-560 003. Rep By Its Director Or
Authorised Signatory.

**(Represented by Sri. Neyogi Law Associates, Advocate)
: DEFENDANTS**

Date of Institution of the suit	11.12.2025		
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	06.03.2026		
Date on which judgment was pronounced	10.03.2026		
Total Duration	Year/s 00	Month/s 02	Day/s 30

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

JUDGMENT

Suit for recovery of a sum of Rs.6,24,314.49/-
(Rupees Six Lakh Twenty Four Thousand Three
Hundred Fourteen and Forty Nine Paise Only) with
interest at 19.5% p.a. as per MSME Act from the date
of suit till realization.

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

The plaintiff is a MSME enterprise registered under the MSME Act indulged in private investigation and security solutions. The defendant had entered into a security service agreement with the plaintiff on 04.11.2024 and availed security and hospitality services which were provided by the plaintiff on credit basis. As per the terms of the agreement the defendant was required to clear the invoices raised for the services provided within 60 days from the date of service. With respect to the services rendered to the defendant the plaintiff raised the following invoices:

Sl.No.	Invoice No.	Date	Amount
1	BGL/S/24-25/102	30.11.2024	Rs.74,356.52/-
2	BGL/S/24-25/114	31.12.2024	Rs.88,592.04/-
3	BGL/S/24-25/133	31.01.2025	Rs.90,593.32/-
4	BGL/S/24-25/155	28.02.2025	Rs.85,761.22/-
5	BGL/S/24-25/184	31.03.2025	Rs.82,600/-
6	BGL/S/24-25/06	30.04.2025	Rs.65,687.06/-
7	BGL/S/25-26/13	31.05.2025	Rs.27,786.64/-
TOTAL			Rs.5,15,376.80/-

Totally for a sum of Rs.5,15,376.80/- for the period 04.11.2024 to 30.04.2025. In spite of repeated reminders and demands the defendant failed to clear the outstanding amount. The defendant also issued

two cheques dated 30.04.2025 and 05.05.2025 for Rs.73,356/- and Rs.90,593/- which when presented have been dishonored as insufficient funds. The plaintiff has also filed a complaint under Sec.138 of NI Act. It is submitted that as the defendant failed to pay the amounts due under the invoices the plaintiff issued a demand notice dated 07.07.2025 which came to be duly served on the defendant on 11.07.2025 but the defendant failed to comply with the same. Plaintiff instituted PIM proceedings in PIM No.2285/2025 which the defendant failed to appear and the same was closed as a non-starter. Together with interest as per the MSME Act the defendant becomes liable to pay the suit claim. Hence the suit.

.

3. On service of summons the defendant appeared through its counsel but did not file any statement of defence.

4. The authorized representative of the plaintiff examined himself as PW1 and got marked documents and Exhibits P1 to P12.

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

6. Now the points that arise for my consideration are:

- 1) Whether plaintiff is entitled for recovery of the suit claim as prayed?
- 2) What order or decree?

7. My answers to the above points are as under:

Point No.1:- In the Affirmative

Point No.2:- As per the final Order
for the following;

REASONS

8. POINT No.1:- The authorized representative of the plaintiff has examined himself as PW.1 reiterating the averments made in the plaint. He has got marked documents at Ex.P.1 to P.12. Ex.P.1 is the Non-starter report in PIM 2285/2025. Ex.P.2 is the Power of attorney executed in favour of PW.1. Ex.P.3 is the Printout of the Udyam Registration certificate of plaintiff. Ex.P.4 is the Certified copy of the agreement for security service dated 04.11.2024. Ex.P.5 is the Tax invoices totally 7 in number. Ex.P.6 is the Ledger statement pertaining to the defendant maintained by the plaintiff. Ex.P.7 is the Printouts of the correspondences and email reminders sent to the defendant. Ex.P.8 is the Certified copies of cheque Nos.000125 and 126 issued by defendant. Ex.P.9 is the Certified copies of bank memo indicating dishonor of the cheques. Ex.P.10 is the Certified copy of the

compliant in CC No.29892/2025. Ex.P.11 is the Copy of the demand notice dated 07.07.2025 with postal receipt. Ex.P.12 is the Postal tracking report regarding service of the notice.

9. As seen from the above the defendant though appeared through the counsel has not contested the suit and has not filed any statement of defence. The defendant has also not chosen to cross examine the plaintiff on the plaint averments. The unchallenged evidence of the plaintiff substantiates that the defendant had availed services from the plaintiff with respect to which the raised the invoices at Ex.P.5 which has remained unpaid and the ledger extract at Ex.P.6 would indicate that the defendant has become due to pay the outstanding amount under the invoices. The defendant has also issued two cheques towards part payments which have also dishonored and has been served with the demand notice for which there is no compliance. The unchallenged evidence on record entitles the plaintiff to recover the suit claim with interest which is as per the provisions of MSME Act. Accordingly, I answer **Point No.1 in the Affirmative.**

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

ORDER

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

The defendant is liable to pay to the plaintiff a sum of **Rs.6,24,314.49ps (Rupees Six Lakh Twenty Four Thousand Three Hundred Fourteen and Forty Nine Paise Only)** with interest at 19.5% p.a. as per MSME Act from the date of suit till realization.

Draw Decree accordingly.

Office to send soft copies of the judgment to both parties on their e-mail id 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 10th day of March 2026**]

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

LIST OF DOCUMENTS PRODUCED ON BEHALF OF THE PLAINTIFF ALONG WITH PLAINT

PW-1	Sri. Dhanasekaran
------	-------------------

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE PLAINTIFF

Ex.P.1	Non starter report in PIM 2285/2025.
Ex.P.2	Power of attorney executed in my favour.
Ex.P.3	Printout of the Udyam Registration certificate of plaintiff.
Ex.P.4	Certified copy of the agreement for security service dated 04.11.2024.
Ex.P.5	Tax invoices totally 7 in number.
Ex.P.6	Ledger statement pertaining to the defendant maintained by the plaintiff.
Ex.P.7	Printouts of the correspondences and email reminders sent to the defendant.
Ex.P.8	Certified copies of cheque Nos.000125 and 126 issued by defendant.
Ex.P.9	Certified copies of bank memo indicating dishonor of the cheques.
Ex.P.10	Certified copy of the compliant in CC No.29892/2025.
Ex.P.11	Copy of the demand notice dated 07.07.2025 with postal receipt.
Ex.P.12	Postal tracking report regarding service of the notice.

LIST OF WITNESSES EXAMINED ON BEHALF OF THE DEFENDANT

NIL

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE DEFENDANT

NIL

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