KABG010088512022

IN THE COURT OF PRINCIPAL DISTRICT JUDGE & COMMERCIAL COURT, AT BELAGAVI

DATED THIS THE 09th DAY OF JUNE, 2026

PRESENT : **SHRI MANJUNATH NAYAK**
B.A.L. LL.B.
Prl. District & Sessions Judge
Belagavi.

COM.O.S.No.99/2022
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PLAINTIFF : Popular Concrete Private Limited,
A Private Limited Company,
having its office at CCB No.110/1,
Congress Road, Tilakwadi,
Belagavi,
Represented by Authorized Representative,
Mr. Prashant Joshi
Age: 52 years, Occ: Service,
R/o: Tailkwadi, Belagavi.

(By Sri J.K. Modgekar Desai, Advocate)

Vs.

DEFENDANT : Mr. Mallikarjun Jayaram Rashinge,
Government Contractor,
Age: Above 40 years, Occ: Business,
R/o: Plot No.749, Laxmi Plot-1121,
At/Po: Santi Bastwad, Belagavi,
Tq & Dist: Belagavi-590014.

(By Sri M.R. Hunnure, Advocate)
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1.	Date of institution of the suit	20.11.2022
2.	Nature of the suit	Recovery of money
3.	Date of commencement of recording of evidence	21.06.2023
4.	Date of closing of evidence	29.01.2026
5.	Date on which judgment was pronounced	09.06.2026
6.	Duration	Year/s Months Day/s 03 06 19

J U D G M E N T

This suit is filed claiming decree for recovery of Rs.4,39,142/- from the defendant with interest at the rate of 14% p.a.

2. **Case of the plaintiff, as made out in the plaint, is as follows:**

The plaintiff is a company doing business of manufacturing and selling of cement concrete. The defendant is the customer of the plaintiff company and doing the business regularly. As per the accounts maintained by the plaintiff during the course of their business, an amount of Rs.4,39,142/- is due from the defendant as on 14.03.2022. The plaintiff issued a legal notice calling upon the defendant to repay the said amount. Even after service of legal notice, defendant failed to repay the amount. The defendant also failed to appear before the District Legal Services Authority

Belagavi ('DLSA' for short) for pre-institution mediation. On all these grounds, plaintiff claimed a decree for recovery of Rs.4,39,142/- from the defendant with interest at the rate of 14% p.a.

3. The defendant appeared before this Court through his counsel, filed the written statement and denied all the plaint averments, including the transaction between them, purchase of mixed concrete and their liability to repay the amount. It is the case of the defendant that he is not received any mixed concrete from the plaintiff. The ledger extract and tax invoices produced by the plaintiff are fake and created one. After service of notice, defendant has approached the plaintiff personally and asked about the invoices. The plaintiff has not given any particulars about the order placed by the defendant for supply of mixed concrete materials. The suit is frivolous and not maintainable. On these grounds, defendant prayed for dismissal of the suit with costs.

4. On the basis of the pleadings, this Court framed the following issues:

1. **Whether the plaintiff proves that it supplied ready mix concrete to the defendant and an amount of**

Rs.4,39,142/- was due from defendant as on 14.03.2022?

2. **Whether the plaintiff is entitled for relief of recovery of suit claim with interest as claimed?**

3. **What Order or Decree?**

5. To prove the above issues, plaintiff examined their authorized representative as PW1 and got marked Ex.P1 to 6 documents. On the other hand, defendant examined one witness as DW1 and got marked Ex.D1 and 2 documents

6. I have heard the arguments of both the parties.

7. My answer for the above issues are in the following, because of my below discussed reasons:

Issue No.1: **IN THE AFFIRMATIVE**

Issue No.2: **IN THE AFFIRMATIVE**

Issue No.3: **AS PER THE FINAL ORDER**

<u>R E A S O N S</u>

8. **<u>Issue No.1:</u>** The authorized representative of the plaintiff company, who is examined before this Court as PW1, deposed in his evidence that the plaintiff company has supplied ready mixed concrete to the site of the defendant as per the order

placed by him. PW1 further deposed that as per the account maintained by them in their regular course of business, an amount of Rs.4,39,142/- is due from the defendant as on 14.03.2022. PW1 further deposed that even after issuance of legal notice, defendant failed to repay the amount. PW1 further deposed that the defendant has rejected the proposal when they approached the DLSA, Belagavi for pre-institution mediation.

9. The plaintiff has produced authorization letter of PW1 as per Ex.P1. Statement of account for the period from 01.04.2017 to 14.03.2022 is marked as per Ex.P2. Postal acknowledgment evidencing the service of legal notice personally upon the defendant is marked as per Ex.P3. Copy of legal notice is marked as per Ex.P4. 133 invoices are marked as per Ex.P5. Non starter certificate is marked as per Ex.P6.

10. The defendant examined one witness as DW1 and he has denied all the plaint averments, including they placing order for supply of ready mixed concrete and they receiving the same from the plaintiff. DW1 denied their liability to pay the amount to the plaintiff and further pleaded that invoices and statement of

accounts produced by the plaintiff are created for the purpose of this suit.

11. The defendant has produced GSTR-3B Form as per Ex.D1. CD is marked as per Ex.D2.

12. The contention of the defendant in his written statement is total denial of the plaintiff's case. Thereafter, it was specifically contended by the defendant that invoices and the ledger account were fake and created by the plaintiff. During the course of his cross examination, defendant/DW1 specifically admitted that he was doing government civil contract work, having separate GST account. DW1 further admitted that he has done business transaction with the plaintiff. DW1, though admitted that he had transaction with the plaintiff, he has denied his liability to repay the amount claimed by the plaintiff in the present suit.

13. In order to prove the transaction and liability of the defendant repay the amount claimed in the suit, plaintiff produced the statement of account for the period from 01.04.2017 to 14.03.2022 as per Ex.P2. The invoices relating to the materials supplied by the plaintiff to the defendant were marked as per

Ex.P5, which contain 133 invoices. PW1 was partly cross examined by the defendant by putting only 4 questions and not further cross examined in spite of giving opportunities to the defendant. Due to non cross examination of PW1, his oral testimony and the documents produced as per Ex.P2 and 5 remained unchallenged. Absolutely there is no reason to disbelieve and discard the evidence of plaintiff.

14. The defendant has produced GSRT-3B as per Ex.D1, which contains the statement relating to the invoices, details of payment made by the defendant to the plaintiff. Again the said document would prove the transaction between the plaintiff and the defendant. The defendant produced GSTR Form for the year 2018-19 and not produced GSTR Form of other years. No explanation is forthcoming from the defendant for non production of GSTR Form of other years. The plaintiff admitted transaction shown in Ex.D1 in between them. The account extract and the invoices produced as per Ex.P2 and 5 also substantiate the same. But, for the reasons best known to the defendant, he failed to produce GSTR Forms and other documents relating to other years.

15. DW1, during the course of his cross examination, specifically admitted that he has maintained books of accounts relating to his transaction through his Chartered Accountant. DW1 also admitted there is entry in the books of accounts relating to purchase of materials by him. DW1 also admitted that there are entries about the bills presented to the government about the civil work conducted by him. DW1 also admitted that he has maintained the GST records relating to the transactions made by him and he has filed GST returns every month. DW1 further admitted that while filing GST returns online, they came to know about the GST payments made in respect of the materials purchased by him. When it was suggested to DW1 that in Ex.P2 account statement, purchase of articles by him for the period from 15.02.2018 to 14.03.2022 is shown, witness said that the plaintiff himself has prepared the same and produced before this Court and all those materials were not purchased by him. DW1 also denied the invoice bills produced as per Ex.P5.

16. More importantly, DW1 admitted that he has not issued any notice to the GST department and the plaintiff, about GST credited to his account in respect of all those 133 invoices bills.

DW1 further admitted that he has not produced statement of accounts and any other documents before this Court to show the payment made by him towards the purchase of materials from the plaintiff. All these admissions of DW1 clearly goes to show that though he is custodian of the documents, he has deliberately not produced the same before this Court. It appears that, if those documents are produced, the actual amount paid by the defendant and actual amount due from him will be shown, due to which, the defendant has deliberately withheld those documents from producing before the same before this Court. Considering the same, I have to accept the plaintiff's version in this regard.

17. As I said earlier, documents produced by the plaintiff as per Ex.P2 and 5 has to be accepted by this Court, because PW1 was not cross examined by the defendant in respect of those documents. It is pertinent to note her that, when the plaintiff issued the legal notice as per Ex.P.4 to the defendant calling upon him to repay the amount due from him, defendant has not given any reply for the same. The defendant, in his written statement, admitted the service of legal notice on him. According to the defendant, after service of legal notice, he met the defendant. This

explanation can not accepted for not giving reply for the legal notice. If the defendant is not liable to repay any amount to the plaintiff, he would have given suitable reply for the plaintiff's legal notice. No prudent man will keep quit without issuing any reply, if he is not liable to repay any amount. This circumstance also prove that the claim of the plaintiff is genuine one. Hence, this Court has to hold that the amount due from the defendant, as claimed in the plaint, is proved. Hence, I answer this issue **in the affirmative.**

18. **Issue No.2:** In view of my finding on issue No.1, plaintiff is entitled for the decree for recovery of Rs.44,39,142/- from the defendant. Since the suit is based on accounts, as per the accounts maintained in the regular course of business, amount due from the defendant as on 14.03.2022. Therefore, this suit filed on 28.11.2022 is well within the period of limitation.

19. Even though the plaintiff prayed for awarding future interest at the rate of 14% p.a., awarding future interest is always judicial discretion of this Court. Considering the nature of transaction, I feel it is just and proper to award future interest at

the rate of 12% p.a. Accordingly, I answer this issue **in the Affirmative.**

20. **Issue No.3:** In view of my findings on the above issues, suit filed by the plaintiff is deserves to be decreed with costs. Accordingly, I proceed to pass the following:

O R D E R

The suit filed by the plaintiff is decreed with costs.

The defendant is hereby directed to repay a sum of Rs.4,39,142/- to the plaintiff.

The plaintiff is entitle to recover the said amount from the defendant with interest at the rate of 12% p.a. from the date of suit till the recovery of the decreetal amount.

Draw decree accordingly.

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(Dictated to the Stenographer Grade-III, after transcription, computerized and print out taken by her, corrected, signed and then pronounced by me in the Open Court on this **09th day of June, 2026)**

(Manjunath Nayak),
Prl. District & Sessions Judge,
BELAGAVI.

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ANNEXURE

Witnesses examined on behalf of the plaintiff:

PW1	Mr. Prashant Joshi

Witnesses examined on behalf of the defendant:

DW1	Mallikarjun Jayaram Rashinge

Documents got exhibited on behalf of plaintiff:

Ex.P1	Authorization letter
Ex.P2	Statement of account
Ex.P3	Postal acknowledgment
Ex.P4	Copy of legal notice
Ex.P5	133 Invoices
Ex.P6	Non starter certificate

Documents got exhibited on behalf of defendant:

Ex.D1	Form GSTR-3B
Ex.D2	CD

(Manjunath Nayak),
Prl. District & Sessions Judge,
BELAGAVI.