

IN THE COURT OF PRINCIPAL DISTRICT AND SESSIONS  
JUDGE AND COMMERCIAL COURT,  
AT : DAVANAGERE.

COM.O.S. No. 59/2022

PLAINTIFF :- Sri Lalith Kumar S/o Shankar Lal

**-VERSUS-**

DEFENDANTS:- 1. Pacific Foods and another

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**I S S U E S**

1. Whether the plaintiff proves that in pursuance of agreement entered between him and the defendant No.1 company, he has made advance payment of Rs.2,00,667/- on 31.08.2021, Rs.4,00,000/- on 24.09.2021 and Rs.2,00,000/- on 06.11.2021, in all Rs.8,00,667/- to the defendant No.1 company towards purchase of goods, but the defendant No.1 company has only supplied goods worth Rs.4,20,160.25Ps and remaining Rs.2,02,063.38Ps left with the defendant No.1 company?
2. Whether the plaintiff further proves that the defendants in spite of repeated requests has withheld Rs.2,02,063.38Ps belonging to the plaintiff without any just and valid cause?

3. Whether the defendant proves that as per Clause No.19 of the agreement, CSA should maintain 50% of stock and plaintiff placed order for goods worth Rs.5,05,188.50 by paying advance amount of Rs.2,00,000/- on 06.11.2021, for which the defendant No.1 get the material ready and informed the plaintiff to release the balance payment, but he did not make payment, as such, it has incurred loss, since the material prepared for the plaintiff was not lifted by him?
4. Whether the defendant proves that this court has no jurisdiction to try the suit?
5. Whether the plaintiff is entitled to recover Rs.5,61,188.38Ps with current and future interest at the rate of 18% p.a. from the date of suit, till its realization?
6. What Order or Decree?

Issues framed and pronounced in the Open Court on this the 15<sup>th</sup> day of October, 2024.

(RAJESHWARI N.HEGDE)  
Principal District & Sessions Judge,  
DAVANAGERE.