

KADK010058422025



Presented on : 08-12-2025
Registered on : 10-12-2025
Decided on : 13-07-2026

**IN THE COURT OF I ADDITIONAL DISTRICT JUDGE &
COMMERCIAL COURT, D.K., MANGALURU**

Present

Sri.Vinay Devaraj, B.Com., LL.M., ACS.
I Addl. District & Sessions Judge,
D.K., Mangaluru.

Dated this, the 13th day of July, 2026

Com. O.S./307/2025

Plaintiff :

M/s Brightflexi International Private Limited
A Company incorporated under the
Companies Act, 2013
Having its Registered office at:
2nd floor, Vertex One, Ballalbagh, M.G.Road
Mangaluru – 575 003, Karnataka State
Rep. by its authorized officer / Vice President.

(By Smt.Vasudha R.K., Advocate)

/Versus/

Defendant:

CNS Cements Private Limited
Having its Registered office at:
“Laxmi Nivas”
46, S.V.V.Naidu Street
Pollachi - 642001

Coimbatore District, Tamil Nadu
Rep. by its Managing Director.

(Exparte)

JUDGMENT

This suit is filed by the plaintiff as against the defendant for recovery of Rs.10,07,343.76 together with interest at the rate of 18% p.a. from 29.06.2025 till realization.

2. In brief, the contents of the plaint averments may be stated as under:

The plaintiff has been supplying PPL empty bags to the defendant from time to time under a commercial arrangement. A running account maintained and confirmed from time to time by the plaintiff, a sum of Rs.6,80,324/- remains outstanding and payable by the defendant as of 20.01.2023 despite repeated oral and written demands, including personal visits. Thereby, legal notice dated 3.2.2025 was issued to the defendant demanding payment of the outstanding amount along with interest. However, the defendant failed to respond or comply. As per the mandatory requirement under Section 12A of the Commercial Courts Act, 2015, the plaintiff initiated pre - institution mediation before the Commercial Mediation Centre, Mangaluru, but, the defendant failed to appear despite due notice. Consequently a non-starter report was issued on record certifying that mediation could not proceed due to non appearance of the respondent. Hence this suit.

3. After institution of the suit, summons issued to the defendant through registered speed post returned as unclaimed. Hence, applying the provisions of S.27 of the General Clauses Act, service is held sufficient as the summons was properly addressed, pre-paid and sent through proper/official channel to be delivered in the ordinary course of post. However, the defendant remained absent and thus was placed exparte.

4. In order to establish its case, the plaintiff examined its Vice President as PW.1 and got marked Ex.P1 to Ex.P6 documents.

5. I have heard the learned counsel for the plaintiff and carefully perused the materials available on record.

6. The following points would arise for my consideration :

1. Whether the suit of the plaintiff is within limitation?
2. Whether the plaintiff is entitled for recovery of outstanding due of Rs.10,07,343.76 along with interest @ 18%p.a. and costs as prayed for?
3. What order ?

7. On the basis of the available materials on record, my findings on the above points are here under:

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 No.1:-** In this case, as per Ex.P4/ledger account maintained by the plaintiff the defendant has made payment of Rs.1,00,000/- on 15.12.2023. The suit is filed on 08.12.2025. Evidently, the suit is filed after 01 year 11 months 23 days. Article 37 of the Limitation Act provides three years from the date of default in payment. Hence, when the limitation is reckoned from 16.12.2023, the suit is within time. Hence, point No.1 is held in **Affirmative**.

9. **Point No.2:-** In the instant case, plaintiff represented by its Vice president has approached this Court seeking realization of outstanding amount of Rs.10,07,343.76 along with interest at the rate of 18% p.a. from 29.6.2025 till realization.

10. In order to establish the claim put forth by the plaintiff, its Vice President is examined as PW.1 by filing an affidavit in lieu of examination in chief by reiterating the plaint averments in toto and also relied upon the documentary evidence marked at Ex.P1 to Ex.P6.

Ex.P.1 is the renewal certificate of Trade license by MCC, Ex.P2 is the authorization letter, Ex.P3 is the invoices raised on defendant, Ex.P4 is the ledger account maintained by the plaintiff, Ex.P5 is the copy of the legal notice dated 3.2.2025 along with postal receipt and postal acknowledgment and Ex.P6 is the non-starter report issued by mediation centre.

11. When the plaint averments are appreciated in light of the oral testimony of P.W.1 and duly marked documents at Ex.P1 to Ex.P6, it reflects that, the plaintiff had supplied PPL empty bags to the defendant and defendant is in due of Rs.6,80,324/- as on 15.12.2023. The plaintiff has also claimed interest at the rate of 18%p.a. from 20.1.2023 to 28.6.2025 amounting to Rs.3,27,019.76. In all the total amount claimed by the plaintiff as per Ex.P.4 and interest is **Rs.10,07,343.76**. The bank statement carries a prima facie evidentiary value as per S. 2(8), 4 r/w. 2A of the Bankers Book Evidence Act, 1891. Further, the said statement has remained unrebutted. Thus, the plaintiff has proved its claim that the defendant is due of **Rs.10,07,343.76** as on 28.6.2025.

12. Documents marked at Ex.P1 to Ex.P6 discloses that, transaction between the plaintiff and defendant is purely a commercial/business transaction.

13. Section 34 of C.P.C provides for awarding of interest by the Court. Section 34 of CPC has no application to interest prior to the institution of this suit. Section 34 CPC provides that Court may in the decree, order, interest at such rate as the Court deems reasonable to be paid on the principal sum adjudicated from the date of suit to the date of decree.

14. The interest awarded by the Court may conveniently be divided under 03 different heads:

1. Interest prior to filing of suit - Section 34 has no application to interest prior to the institution of the

suit since it is a matter of substantive law, it can be awarded only when there is an agreement express or implied between the parties or by way of damages.

2. Interest pendente lite i.e., from date of the suit to the date of decree - The award of interest from the date of suit, to the date of decree is at the discretion of the Court.

3. Interest from the date of decree till payment.

15. The award of interest from the date of decree to the date of payment is also at the discretion of the Court but not exceeding 6% p.a. However, the proviso as added by the amendment Act of 1976 empowers the Court to grant further interest at the existing rate 6% p.a. but not exceeding the contractual rate of interest and in the absence of contract to that effect at the rate on which money is or rent or advanced by nationalized in relation to commercial transactions provided that liability arises out of the commercial transaction.

16. The defendant has claimed interest at the rate of 18% p.a. from 29.6.2025 till realization. But there is no mention of interest chargeable in any documents. As such it is just and proper to award future interest at 9% p.a. from 29.6.2025 till realization of entire due amount. Accordingly, point No.2 is answered **partly in the Affirmative.**

17. **Point No.3:-** In view of the above reasonings and findings on Point Nos.1 and 2, I proceed to pass the following:

ORDER

Suit of the plaintiff is hereby decreed in part with future interest and costs.

Plaintiff is entitled to recover the outstanding due amount of **Rs.10,07,343.76** along with interest at 9% p.a. from 29.6.2025 till realization.

Defendant is directed to deposit the above sum within 30 days of this judgment, failing which, the plaintiff- shall be at liberty to recover the same in terms of decreetal command in accordance with law.

Office to draw the decree accordingly.

(Dictated to the Stenographer Grade-I directly on computer, corrected, then signed and pronounced by me in the open court on this **13th day of July, 2026**)

(Vinay.D)

I Additional District & Commercial Court Judge
D.K., MANGALURU.

ANNEXURE**Witnesses examined on behalf of Plaintiff :**

PW.1 Mr.Mahendra S. Gandhi

List of documents marked on behalf of Plaintiff:

Ex.P.1: Renewal certificate of Trade license by MCC,
Ex.P2 : Authorization letter,
Ex.P3 : Invoices raised on defendant,

Ex.P4 : Ledger account maintained by the plaintiff,

Ex.P5 : Copy of the legal notice dated 3.2.2025 along with
postal receipt and postal acknowledgment,

Ex.P6 : Non-starter report issued by mediation centre.

Witnesses examined on behalf of Defendant:

NIL

List of document marked on behalf of Defendant:

NIL

(Vinay.D)

I Additional District & Commercial Court Judge
D.K., MANGALURU.