



IN THE COURT OF THE I ADDITIONAL SENIOR CIVIL
JUDGE & J.M.F.C., HUBBALLI

Present:

*SMT. SARVAMANGALA K.M.,
B.A.LL.B.,
I Addl. Senior Civil Judge & J.M.F.C., Hubballi.*

S.C.No.07/2025

Dated this the 28th day of March, 2026

*Plaintiff/s : Laxmi Enterprise
R/p Proprietor: Mukesh S/o
Kishore Kothari
having shop at Behind town
police station, new fort, Hubli-
580 020.*

(By Sri. M.G. Malviya, Advocate)

Vs.

*Defendant/s : 1. M R N Super Market Pvt. Ltd.
R/p by its Director
2. Shri. Basavaraj Shankarappa
Gosar.
3. Abhishek Chandrashekar
Janawad.
4. Shivanand Yaragatti.*

*All are C/o. Sy. No.167, Factory
Site, Kulali Cross, Jamakhandi
Road, Mudhol- 587 313.*

*(D.1, 2 & D. 4 by Sri. M.A. Deshpande, Adv.,
D.3 - Exparte)*



*Date of institution of : 10.01.2025
the suit.*

Nature of the suit : Recovery of Money.

*Date of commencement : 04.08.2025
of the evidence.*

*Date on which the : 28.03.2026
judgment was
pronounced.*

*Duration of the suit. : Year/s Month/s Day/s
01 02 18*

JUDGMENT

This suit is filed by the plaintiff under Order 7 Rule 1 and 2 of C.P.C., seeking the recovery of money with interest thereon.

2. The case of the plaintiff in brief is that, the plaintiff is in to engaged in business of trader wholesale of supplying of Handloom Material and plaintiff firm is proprietorship firm and same is represented proprietor and looking of day today business by and same is dealing with the defendants. The defendant No.2 to 4 running a business in the name and style of “M R N Super Market Pvt. Ltd.” The defendants being regular



customer of plaintiff. The plaintiff and defendants has maintained a regular running credit book of accounts till today in respect of the business transaction made by in the course of its business. In view of well acquainted that defendants, approached and have purchased Handloom Material on credit basis and plaintiff time to time supplied as per orders / requirements and same is raised invoice / on 18.04.2024 bearing Invoice No.85 for Rs.15,225/-. It is further submitted that the defendants from April-2024 to till today have dues of amount of Rs.15,225/-, plaintiff made several requests to defendants make payment of total outstanding due of amount of Rs.15,225/- towards the said credit purchase, which is also number of invoice raised in favour of defendant No.1 private limited firm. Moreover, even personal visits and also reminded to defendants through phone call, that in spite of the such request made by plaintiff to pay outstanding dues said amount of Rs.15,225/-, the very defendants postponing the



same on one or the other grounds. The defendants willfully have neglected and failed to make good payment as such plaintiff all honest efforts went in vain. In spite of several request and demand made by plaintiff the defendants failed and neglected to pay the amount outstanding in all the above said dues. Therefore, the plaintiff issued legal notice through his counsel to the defendant on 11.09.2024 and calling the defendant to make the outstanding dues amount of Rs.15,225/- with interest rate of 18% to plaintiff within 15 days from the date of receipt of said legal notice. The said legal notice is served. After receipt of notice the defendants not come forward for making payment of outstanding dues and neither replied to legal notice only with an intention to avoid payment. As on date, defendants are liable to pay the outstanding dues amount to plaintiff along with interest @ 18% p.a., including legal charges. Hence, this suit and prayed to allow the suit.



3. In spite of service of summons, the defendants No.1, 2 and 4 have appeared before this court through their counsel, same counsel filed undertaking memo on behalf of defendant No.3 but later they have not filed any vakalath on behalf of defendant No.3, further filed written statement on behalf of defendant No.1, 2 and 4 to the main petition.

Wherein they contended that, the present suit has been filed by the plaintiff based upon the distorted and misconstrued material facts. The defendant No.2 and 3 are the Director of the defendant No.1 Pvt. Ltd. Company and they are looking into the day to day business activity of the defendant No.1 Pvt. Ltd. Company. Further, it is admitted that, the plaintiff firm was vender and used to supply handloom materials to the defendant No.1 company. It is further contended that the alleged transaction as mentioned in the plaint dated:18.04.2024 bearing invoice No.85 for a sum of Rs.15,225/- no such order has been placed by the



defendants herein nor received any handloom materials as mentioned in the invoice No.85 to the defendant No.1 company. Hence, the defendants are not liable to pay any amount dues mentioned in the plaint to the plaintiff. It is further contended that the defendant No.1 is having good reputation and having good name and fame in the locality and plaintiff with an ill motive to harass and defame have file this bogus suit. Hence, prayed to dismiss the suit with costs.

4. *In order to prove the case of the plaintiff, the plaintiff himself examined as P.W.1 and got marked Ex.P.1 to P.7 and closed his side. On the other hand, the defendants examined their Accountant as D.W.1 and got marked Ex.D.1 to D.3 and closes his side.*

5. *Heard, perused the pleadings, evidence and materials placed on record.*

6. *The points for consideration are;*

1. *Whether the plaintiff has proved on the basis of preponderance of probabilities, that goods were*



supplied to the defendant and that the suit amount is legally recoverable ?

2. What order or decree ?

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

Point No.1 : In the affirmative.

Point No.2 : As per final order, for the following:

REASONS

*8. **Point No.1 and 2:** To substantiate their case and to discharge their initial burden of proof, the Company represented by its Proprietor Mukesh S/o Kishore Kothari examined himself as PW.1 by reiterating the plaint averments in his affidavit filed in lieu of chief examination and got marked the documents at Ex.P.1 to P.7. On the otherhand, P.W.1 has been cross examined by the defendants.*

9. During the course of cross examination he has clearly admitted that since 3-4 years he has businesssed with the defendant. Further he has deposed that the



order was received through phone then they have sent the articles along with credit bill. Further, he has stated that the order pertaining to this petition is received on 17.04.2024. Further, he has clearly admitted that no order was placed before this Court in order to prove that the defendant was order the above said material. Further, he has deposed that on 18.04.2024 the goods were dispatched from his side and delivered on 19.04.2024. But, they have not produced any document before the Court. Further, he has clearly admitted that the date of dispatch, delivery and order has not mentioned in the petition as well as his chief affidavit. Further, denied that the order has not placed by the defendant and transport also not completed as per invoice No.85. Further, denied that the defendants have not liable to pay the above said amount.

10. On the otherhand, the respondents accountant examined as R.W.1 and reiterated entire averments of their written statement and also got marked Ex.R.1 to 3.



On the otherhand, the counsel for plaintiff have not chosen to cross examine the R.W.1, even though the cross was taken as nil they have not taken any further steps to complete their burden.

11. Apart from the above oral evidence, the plaintiff has produced as many as 07 documents at Ex.P.1 to P.7.

a) Ex.P.1 is the Tax Invoice, it depicts an amount of Rs.15,225/- for purchasing HAR No.4.

b) Ex.P.2 is the Ledger Account maintained by plaintiff company and said account stands in the name of defendant business/M.R.N. Super Market Pvt. Ltd., wherein this document it is noticed to the court that there is outstanding balance amount of Rs.15,225/- as on 18.04.2024.

c) Ex.P.3 is the Legal Notice dated:11.09.2024 issued by the counsel for the plaintiff to the dsefendants calling upon them to pay the outstanding amount of Rs.15,225/- within 15 days from the date of receipt of such notice



and also intimate if they fails to do the same. He will initiate legal action against defendants.

d) Ex.P.4 is the Postal Acknowledgment clearly discloses the fact that notice issued by the plaintiff was duly served upon the defendants.

e) Ex.P.5 is the Postal receipt in respect of issuance of notice to the defendant as per Ex.P.3.

f) Ex.P.6 and P.7 are the Aadhaar Card and Pan Card.

12. Further the respondents got marked 3 documents i.e., account ledger extract, purchase register and authorization letter.

13. On perusal of the material available on record it is noticed to the Court that, the most important piece of evidence is that the plaintiff has produced the defendants own account extract / ledger reflecting the outstanding amount. Moreover, the initial burden lies on the plaintiff he must have prove, there was a commercial transaction, goods were supplied, invoices / bills were



raised and the amount remains unpaid and this can be proved by tax invoices/ bills, GST documents, ledger extract, statement of account, delivery records if any or oral evidence of the plaintiff.

14. The defendants simply says they did not place any order and they are not liable to be the claim amount. That by itself not sufficient particularly when the plaintiff produce the invoices and GST registration details and books shown entries. Moreover, the defendants own account extract contains the suit amount i.e., Ex.P.2.

15. Where a party's own record reflects an outstanding amount, the denial becomes weak unless the defendants explains how that entry came into existence, whether it was wrongly entered, whether it was cancelled or reversed, whether goods were returned and whether payment was already made. If no such explanation is forthcoming, an adverse inference may be drawn.



16. *Further, under Sec.34 of the Indian Evidence Act entries in books of account are relevant, but entries alone are not enough to fasten liability unless supported by independent evidence.*

17. *Herein this case the plaintiff has not relied on ledger alone, the plaintiff has also produced bills / invoices i.e., Ex.P.1 and GST material along with account extract i.e., Ex.P.2 and importantly Ex.D.2 showing the amount therefore, the plaintiff's case stands corroborated.*

18. *The defendants production of another account statement omitting the amount does not automatically defeat the plaintiff's claim. The Court must examine, whether the defendant statement is complete, it is self serving or it is contemporaneous or it is supported by primary records and it explains the contrary entry shown in the plaintiff's produced extract. Hence, this Court is of the opinion that the defendants records of inconsistent and*



selectively produced. In such circumstances, the Court can reject the defence.

19. Significantly, the document produced by the plaintiff namely the account extract pertaining to the defendant, itself discloses the existence of an outstanding amount due from the defendant. Once such documentary material is placed before the Court the burden shifts upon the defendant to furnish a plausible explanation as to how such entry came to be recorded if really no transaction had taken place between the parties.

20. Except taking a bald plea of total denial the defendant has not placed any satisfactory material to show that the said entry is false, fabricated, cancelled, reversed or unsupported by any transaction. No convincing explanation is forthcoming as to why the plaintiff would maintain such specific account entries in the defendants name in the ordinary course of business,



particularly when corresponding commercial documents are also produced.

21. The mere production of a separate accounts statement by the defendants not reflecting the suit amount cannot by itself discredit the plaintiff's case, especially when the plaintiff's documentary evidence appears business records. The omission of the said amount in the defendants self maintained statement does not outweigh the cumulative evidenciary value of the plaintiff's record. Therefore, on careful appreciation of documentary evidence, this Court is of the considered opinion that the plaintiff has successfully established, on the touch stone of preponderance of probabilities, that their existed business transaction between the parties and that the suit amount remained unpaid by the defendants. Therefore, the defence set up by the defendant that no order was placed and that no liability exists is not acceptable.



22. As regard interest is concerned the plaintiff has claimed interest at the rate of 18% p.a. However, considering the commercial nature of the transaction this Court deems it just and proper to award reasonable interest at 18% p.a. from the date of suit till realization. Hence I answer **Point No.1 in the affirmative.**

23. **Point No.2:** In view of finding on point No.1 to 3, this court proceeds to pass the following:

ORDER

The suit of the plaintiff is hereby decreed with cost as follows:

The plaintiff is entitle for recovery of sum of Rs.23,237/- from the defendants with future interest at the rate of 18% p.a. from the date of filing of suit till its realization.

The defendants are joint and severally liable to pay the decreetal amount with cost to the plaintiff within 3 months from the date of this order. In default, the plaintiff is at liberty



*to recover the same by taking suitable action
in accordance with law against the
defendants.*

Draw decree accordingly.

*(Dictated to the Stenographer directly on the computer, typed by
her, script corrected directly on computer and then pronounced by me in
the Open Court on this the **28th day of March, 2026**)*

*(Smt. Sarvamangala K.M.)
I Addl. Senior Civil Judge & J.M.F.C.,
Hubballi.*

ANNEXURE

1. List of witnesses examined on behalf of Plaintiff:

P.W.1 : Mukesh S/o Kishore Kothari.

2. List of documents exhibited on behalf of Plaintiffs:

Ex.P.1 : Tax Invoice.

Ex.P.2 : Ledger account.

Ex.P.3 : Legal notice dated: 11.09.2024.

Ex.P.4 : Postal Acknowledgment.

Ex.P.5 : Postal Receipt.

Ex.P.6 : Aadhaar Card and Pan Card.

& P.7

3. List of witnesses examined on behalf of Defendants:

D.W.1 : Santosh S/o Shivalingayya Mathapati



4.List of documents exhibited on behalf of Defendants:

- Ex.D.1 : Authorization Letter.*
Ex.D.2 : Account Ledger Extract.
Ex.D.3 : Purchase Register.

*(Smt. Sarvamangala K.M.)
I Addl. Senior Civil Judge & J.M.F.C.
Hubballi.*