

KAMS010057582024



**BEFORE THE COMMERCIAL COURT & II ADDL.
DISTRICT & SESSIONS JUDGE AT: MYSURU.**

Dated this the 11th day of March, 2026

:: PRESENT ::

**Sri Mallanagouda, B.Com., LL.M.,
Presiding Officer,
Commercial Court &
II Addl. District Judge, Mysuru.**

Com.O.S.No.224/2024

PLAINTIFF

**: N. RANGA RAO & SONS Pvt.
Ltd.,**

A company duly incorporated
under the Companies Act, 2013.
CIN: U74900KA2014PTC077891
Having its registered office at,
No.1553, Vanivilas Road,
Mysuru.

Duly represented by its
authorized signatory,
Mr. Dharmapal B.A,
Senior Manager – H.R.

-Vs-

DEFENDANTS:

**1. M/s SHREE DWARAKA &
SONS.**

A sole proprietorship concern.
Having its place of business at
Sunnidhi Park, #A-602,
New Link Road,
Nalasopara East,
Vasai – Virar, Palgh,

Maharashtra – 401 208.
 Represented by its proprietor,
 Mrs. Sneha Sharma,
 W/o Surya Prakash Sharma.

2. Smt. Sneha Sharma,
 W/o Surya Prakash Sharma,
 Proprietor of M/s. Shree
 Dwaraka & Sons.
 R/at #A602, Sunnidhi Park,
 Behind Fire brigade,
 New Link Road,
 Nalasopara East,
 Palghar,
 Maharashtra – 401209.

(Exparte)

Date of institution of the suit	06.08.2024
Nature of the suit	Money suit
Date of the commencement of recording evidence	10.06.2025
Date on which the Judgment was pronounced	11.03.2026
Total Duration	Year/s Month/s Day/s
	01 07 05

(Mallanagouda)

Presiding Officer,
 Commercial Court & II Addl.
 District & Sessions Judge, Mysuru.

JUDGMENT

This is the suit filed by the Plaintiff seeking recovery of Rs.3,90,200/- with cost and interest at the rate of 24% pa., from the Defendant.

2. **The brief facts of the Plaintiff's case are as under:-**

The Plaintiff is a private limited company engaged in manufacture of incenses and fragrances previously it was a partnership firm, in 2014 it was incorporated under Companies Act. The Cycle Pure Agarabatti is the main incenses brand of the Plaintiff. Husband of Defendant No.2 was appointed as Regional Sale Manger of Plaintiff company and he appointed Defendant No.1 as one of the distributor of the products of the Plaintiff company. On different occasion Defendant No.1 placed orders for the supply of the products of the Plaintiff company on credit basis and Plaintiff company has supplied the goods. But subsequently Defendant No.1 has failed to pay the

amount due is Rs.2,43,249/-, including interest as on the date of suit is liable to pay Rs.3,90,200/-.

The Plaintiff company has issued notice to Defendant on 30.01.2024 inspite of service of notice Defendant has not paid the amount due. Hence has filed present suit seeking Rs.3,90,200/- with interest at 24% pa.,

3. After service of summons, the Defendant No.1 is placed Exparte and even if Defendant No.2 has appeared through her counsel, she has not filed written statement on her behalf.

4. On the basis of above said pleadings, the following points that would arise for my consideration are:-

1. Whether the Plaintiff company proves that Defendant No.1 has purchased goods from Plaintiff company on credit basis and as on the date of filing suit he is due Rs.3,90,200/- ?

2. Whether Plaintiff company is entitled to recover Rs.3,90,200/- with interest at 24% pa., from Defendants as claimed ?
3. What order or decree ?
5. In support of its case, the Plaintiff examined its representative as PW.1 and got marked documents at Ex.P.1 to P.12 on its behalf.
6. Heard arguments.
7. My finding on the above points are as under:

POINT No.1	:	In the AFFIRMATIVE
POINT No.2	:	Partly in the AFFIRMATIVE
POINT No.3	:	As per final Order

for the following

:: R E A S O N S ::

8. **POINTS NO.1 AND 2** : Since these points are inter-related the same are taken up together for discussion to avoid repetition of discussion.

9. It is the case of the Plaintiff company that the Plaintiff is a private limited company engaged in manufacture of incenses and fragrances previously it was a partnership firm, in 2014 it was incorporated under Companies Act. The Cycle Pure Agarabatti is the main incenses brand of the Plaintiff. Husband of Defendant No.2 was appointed as Regional Sale Manger of Plaintiff company and he appointed Defendant No.1 as one of the distributor of the products of the Plaintiff company. On different occasion Defendant No.1 placed orders for the supply of the products of the Plaintiff company on credit basis and Plaintiff company has supplied the goods. But subsequently Defendant No.1 has failed to pay the amount due is Rs.2,43,249/-, including interest as on the date of suit is liable to pay Rs.3,90,200/-.

10. The Plaintiff company has issued notice to Defendant on 30.01.2024 inspite of service of notice Defendant has not paid the amount due. Hence has filed

present suit seeking Rs.3,90,200/- with interest at 24% pa.,

11. During the evidence, PW.1 who is the Senior Manager HR of plaintiff company has filed his affidavit in his examination in chief in which he once again reiterated the facts alleged in the plaint, as discussed above. In addition to evidence of PW.1 the plaintiff has produced documents like board resolution, authorization letter, customer appointment form, tax invoices, ledger extract etc., which also corroborates with oral evidence of PW.1. Further when the Defendant No.1 is placed Exparte and Defendant No.2 though appeared through her counsel failed to contest the suit, the evidence produced by the Plaintiff remains unchallenged and there is no other valid reasons to suspect or reject the evidence produced by the Plaintiff. Therefore, from the evidence produced by the Plaintiff it clearly appears that the Defendant No.1 has purchased goods from Plaintiff on credit basis, he has failed to pay the amount due as on

the date of filing suit, hence the Defendant No.1 is liable to pay the said amount due as contented by Plaintiff with interest as claimed. However with regard to Defendant No.2 is concerned since because she is the wife of Mr. Surya Praksha Sharma who was working as Regional Sales Manager West of the Plaintiff and appointed Defendant No.1 as distributor, she is arrayed as party. But neither in the plaint or in the evidence of PW.1 there is nothing stated as to how Defendant No.2 is liable to pay amount due. Therefore Defendant No.2 is not liable to pay any money to Plaintiff and suit against her is liable to be dismissed. Hence it is decided to decree the suit of the Plaintiff in part and direct the Defendant No.1 to pay the amount due as claimed by the Plaintiff. Hence, **Point No.1 and 2 are answered in the Affirmative.**

12. **POINT NO.3:** In the result, I proceed to pass the following:

ORDER

The suit of the Plaintiff is partly decreed with costs.

The Defendant No.1 is directed to pay Rs.3,90,200/- to the Plaintiff with interest at the rate of 24% p.a., from the date of suit till repayment of entire amount.

Suit against the Defendant No.2 is dismissed.

Draw Decree accordingly.

[Dictated to the Stenographer, directly on computer, corrected and then pronounced by me in the open Court on this the **11th day of March, 2026**].

(Mallanagouda)

Presiding Officer,
Commercial Court & II Addl.
District & Sessions Judge, Mysuru.

A N N E X U R E**LIST OF WITNESSES EXAMINED ON BEHALF OF PLAINTIFF :**

PW.1 : Dharmapal B.A.

LIST OF DOCUMENTS MARKED ON BEHALF OF THE PLAINTIFF/S :

Ex.P.1 : Board resolution

- Ex.P.2** : Authorization letter
Ex.P.3 : Customer appointment form
Ex.P.4 : Tax invoice
Ex.P.5 : Tax invoice
Ex.P.6 : Ledger extract
Ex.P.7 : Legal notice
Ex.P.8 : Postal window coupons
Ex.P.9 : Postal Acknowledgment
Ex.P.10 : Reply notice
Ex.P.11 : Second legal notice
Ex.P.12 : Postal window coupons

LIST OF WITNESSES EXAMINED ON BEHALF OF DEFENDANT/S :

NIL

LIST OF DOCUMENTS MARKED ON BEHALF OF THE DEFENDANT/S:

NIL

(Mallanagouda)
Presiding Officer,
Commercial Court & II Addl.
District & Sessions Judge, Mysuru.