



**IN THE COURT OF THE PRINCIPAL SUBORDINATE JUDGE,
TIRUPPUR**

Present:- Thiru. S.Ramachandran, B.L.,
(JO. Code : TN01716)
Principal Subordinate Judge,
Tiruppur.

Tuesday the 24th day of September 2024

2055 Thiruvalluvar Aandu Kurothi Varudam Puratasi Thingal 8th day

C.O.S. No.105/2023

(TNTI040005412023)

M/s.Sidharth Fabrics,
a proprietorship concern,

by its proprietor,

Bharath Kumar Maloo

Rep by his Power agent and Manager,

Naresh Kumar Singhvi,

S/o.Manghi Lal

... Plaintiff

// vs //

Jitendar Patwari,

Proprietor,

M/s.Reliance Multi Trade,

Ahemedabad

... Defendant

This suit is coming on 11.09.2024 for final hearing before this court in the presence of Mr.A.Balasubramaniam, Advocate for the Plaintiff and the Defendant remained exparte, upon hearing plaintiff side argument, and all connected material records and having stood over till this day, for consideration, this court delivered the following:

JUDGMENT



Suit is for recovery of money, to pass a decree for a sum of Rs.18,69,866/- and directing the defendant to pay the said amount together with interest at the rate of 12% per annum on Rs.18,11,301/- from the date of suit till the realization.

2. THE BRIEF AVERMENTS IN THE PLAINT READ AS FOLLOWS:

2.1 The plaintiff is the proprietorship firm. The plaintiff has executed a General Power of attorney deed dated 25.01.2023 in favour of his power agent cum Manager empowering him to prosecute the suit. The plaintiff is doing business in the name and style of "Messrs.Sidharth Fabrics" at Tiruppur in the above address as its proprietor. The defendant used to purchase textile goods from the plaintiff on credit basis from 2018 onwards. Accordingly, the defendant has purchased the textile goods from the plaintiff.

2.2 He is maintaining true and proper accounts relating to the purchases made by the defendant from the plaintiff and the payments made by the defendant to the plaintiff. In terms of the statement of accounts maintained by the plaintiff, the defendant is bound to pay a sum of Rs.18,26,301/- as on 31.03.2022.

2.3 In spite of the repeated demands, the defendant has not paid the amount due to the plaintiff. Under the circumstances, the plaintiff sent a registered presuit notice dated 18.10.2022 calling upon the defendant to pay the said amount of Rs.18,26,301/- together with interest at 18% per annum. The defendant received the notice on 31.10.2022. The office copy of the notice, postal receipt and the acknowledgement card are filed herewith. Even after the notice, the defendant has not come forward to pay and settle the amount. However, the defendant sent a common reply



dated 01.11.2022 stating that the plaintiff has no right to take action against the defendant for any reason.

2.4 After receipt of the pre suit notice, the defendant has paid a sum of Rs.15,000/- on 15.11.2022. Thereafter, the defendant has not come forward to pay any amount. The defendant is bound to pay a sum of Rs.18,11,301/- as on 28.12.2022. Subsequently, the plaintiff made several demands. In spite of demands made through phone calls, the defendant has not come forward to pay and settle the amount.

2.5 The defendant is liable to pay the value of the goods purchased within 60 days from the date of purchase. Even in the tax invoice, the date of payment specifically mentioned. Further, the defendant is bound to pay interest at 24% per annum if delay occurred. However, the plaintiff is claiming interest at 12% per annum.

2.6 The defendant made the last payment made on 15.11.2022. Therefore, the plaintiff is claiming interest from the date of last payment at the rate of 12% per annum.

2.7 Hence, the plaintiff filed this case for recovery of the money from the defendants. Hence, this suit.

3. POINT FOR CONSIDERATION :

4. Whether the suit is to be decreed?

4.1 Heard. Record perused. The defendant borrowed amount from the Plaintiff. After borrowed the amount the defendant not repay the said amount.

4.2 Upon a perusal of the records summon served to the defendant, the defendant appeared and failed to file written statement, defend their case and he is remained ex parte. Though the plaintiff proved their case the defendant neither appear nor disprove the same. Hence for the reasons stated above the



plaintiff prove their case. Since the defendant has not repaid the loan amount, hence the plaintiff bank filed this case and prove the case of the plaintiff examined himself as PW1 and marked Ex.A1 to Ex.A7 upon on perusal of records of Ex.A1 to Ex.A7 and the evidence of PW1. Hence for the reasons stated above the plaintiff prove their case.

In the result, suit is Decreed with cost. The Defendant is directed to pay a sum of Rs.18,11,301/-to the plaintiff along with 9% interest per annum from the date of suit to till the date of decree. Thereafter 6% interest p.a. from the date of decree till the date of realization for the Principal Amount of Rs.18,11,301/-

Dictated to Typist and typed by him directly in computer, corrected and pronounced by me in open court, this the 24th day of September 2024.

**Principal Subordinate Judge,
Tiruppur.**

List of witness examined on the side of the Plaintiff :

P.W1— Mr.Naresh Kumar

Documents marked on the side of the Plaintiff :

Ex.A1/ P.W.1		GST Form of the plaintiff	Copy
Ex.A2/ P.W.1		Tax Invoices 19 in numbers	Original
Ex.A3/ P.W.1		Statement of Accounts	Computerized Copy



Ex.A4/ P.W.1	18.10.2022	Legal Notice	Original
Ex.A5/ P.W.1		Acknowledgment card	Original
Ex.A6/ P.W.1	01.11.2022	Reply notice	Copy
Ex.A7/ P.W.1	25.01.2023	General power of attorney	Original

III. Defendant's side Evidences and Documents : Nil

**Principal Subordinate Judge,
Tiruppur.**



**Fair/Draft Judgement in
C.O.S.105/2023
Dated: 24.09.2024
PSJ Court, Tiruppur**