

**IN THE COURT OF LXXXIX ADDL.CITY CIVIL & SESSIONS
JUDGE, BENGALURU. (CCH-90)**

Present: Sri.S.J.Krishna, B.Sc., LL.B.,
LXXXIX Addl.City Civil &
Sessions Judge, Bengaluru.

Dated: 10th March 2021

Com.O.S.No.5014/2015

PLAINTIFF : M/s. Sindhu Cargo Services Pvt., Ltd.,
A company incorporated under
The provisions of the Companies Act, 1956,
Having its Corporate Office at
Block No.3, Sindhu Logistics Park,
No.34, Nellakunte, Near MVIT College,
Bettahalasuru, Hunsemaranahalli (Post),
Bangalore North Taluk,
Bangalore-562 157.

Having Branch Office at
No.111 & 114, Connection point 1st Floor,
Airport Exit Road,
Bangalore-560 0017.

Represented by its
Deputy General Manager Finance,
Sri.Satish Ch.V.V.Jaddu

(By Sri.Subrahmanya Hegde-Advocate)

-Vs-

DEFENDANT : 1) M/s.Loop Telecom Pvt.Limited,
711-715, Tolstoy House,
7th Floor, 15-17, Tolstoy Marg,
Connaught Place, New Delhi-110 001.
Represented by its Director
Ashok Tyagi.

(Exparte)

Date of Institution of suit	:	10-06-2015		
Nature of suit (suit on pronote, suit for declaration and possession suit for injunction, etc.,)	:	Recovery of money		
Date of commencement of recording of evidence	:	27.02.2019		
Date of judgment	:	10.03.2021		
Total duration	:	Year/s	Month/s	Day/s
		5	9	0

(S.J.KRISHNA)
LXXXIX ADDL.CITY CIVIL &
SESSIONS JUDGE, BENGALURU.
(CCH-90)

J U D G M E N T

The plaintiff company has filed this suit for recovery of Rs.22,87,288/- together with interest @ 24% per annum from the date of suit till the date of realisation.

The summary of the case of the plaintiff is as follows:

2. The plaintiff is a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Bengaluru in the cause title mentioned address. The plaintiff company is providing service of Customs Approved Shipping, clearing, forwarding and transporting

agents and also providing air and sea freight, warehousing and other allied services.

3. The defendant is a company incorporated under the provisions of the Companies Act, 1956 and is having its registered office at the cause title mentioned address.

4. The defendant is one of the customers of the plaintiff. The defendant had availed the service of plaintiff company from January 2010 to December 2014. During the course of business, the defendant has maintained a running account with plaintiff and as per the said account the defendant is liable to pay a sum of Rs.21,55,548/-. The plaintiff has raised the invoices towards the service rendered by it to the defendant as detailed below:

Sl.No	Bill Number	Date	Net Outstanding
1	AC/691/C/BOM	11.01.2010	22,926/-
2	WH 70	30.11.2010	9,376/-
3	WH 85	05.01.2011	9,376/-
4	WH 106	31.01.2011	9,376/-
5	611055	27.02.2011	-17,763/-
6	WH 93	02.08.2011	9,376/-
7	WH 121	05.09.2011	9,376/-
8	WH 139	04.10.2011	9,376/-

9	WH 165	03.11.2011	9,376/-
10	WH 192	01.12.2011	9,376/-
11	WH 205	03.01.2012	9,376/-
12	WH 91	03.02.2012	9,376/-
13	WH 121	16.03.2012	9,376/-
14	WH 141	31.03.2012	9,376/-
15	WH 22	04.05.2012	9,550/-
16	WH 46	07.06.2012	9,550/-
17	TS 4634	25.06.2012	2,200/-
18	TS 4635	25.06.2012	2,200/-
19	TS 4636	25.06.2012	2,200/-
20	TS 4637	25.06.2012	800/-
21	TS 4639	25.06.2012	9,550/-
22	WH 75	30.06.2012	9,550/-
23	WH 107	31.07.2012	9,550/-
24	WH 133	03.09.2012	9,550/-
25	WH 152	30.09.2012	9,550/-
26	WH 184	31.10.2012	9,550/-
27	WH 215	04.12.2012	9,550/-
28	WH 231	07.12.2012	36,338/-
29	WH 232	07.12.2012	38,933/-
30	WH 233	07.12.2012	38,933/-
31	WH 234	07.12.2012	38,933/-
32	WH 235	07.12.2012	38,933/-
33	WH 236	07.12.2012	38,933/-
34	WH 264	07.01.2013	9,550/-

35	WH 271	10.01.2013	38,933/-
36	WH 285	31.01.2013	9,550/-
37	WH 328	28.02.2013	9,550/-
38	WH 329	28.02.2013	38,933/-
39	WH 332	28.02.2013	38,933/-
40	WH 350	31.03.2013	9,550/-
41	WH/8/13/WFD	30.04.2013	9,550/-
42	WH/43/13/WFD	31.05.2013	9,550/-
43	WH/67/13/WFD	30.06.2013	9,550/-
44	WH/92/13/CHE	19.07.2013	38,933/-
45	WH/93/13/CHE	19.07.2013	38,933/-
46	WH/94/13/CHE	19.07.2013	38,933/-
47	WH/95/13/CHE	19.07.2013	38,933/-
48	WH/107/13/CHE	31.07.2013	9,550/-
49	WH/120/13/CHE	31.07.2013	38,933/-
50	WH 144	06.09.2013	9,550/-
51	WH 145	06.09.2013	38,933/-
52	WH 169	28.09.2013	38,993/-
53	WH 184	28.09.2014	9,550/-
54	WH 211	31.10.2013	38,933/-
55	WH 225	31.10.2013	9,550/-
56	WH 243	30.11.2013	38,933/-
57	WH 262	30.11.2013	9,550/-
58	WH 283	31.12.2013	38,933/-
59	WH 297	31.12.2013	9,550/-
60	WH 325	31.01.2014	38,933/-

61	WH 343	31.01.2014	9,550/-
62	WH 367	28.02.2014	38,933/-
63	WH 385	28.02.2014	9,550/-
64	WH 434	31.03.2014	9,550/-
65	WH 441	31.03.2014	38,933/-
66	WH 16	30.04.2014	38,933/-
67	WH 31	30.04.2014	38,933/-
68	WH 53	07.06.2014	38,933/-
69	WH 65	07.06.2014	9,550/-
70	WH 86	30.06.2014	38,933/-
71	WH 94	30.06.2014	9,550/-
72	WH 114	04.08.2014	38,933/-
73	WH 121	04.08.2014	9,550/-
74	WH 140	31.08.2014	38,933/-
75	WH 147	31.08.2014	9,550/-
76	WH 168	30.09.2014	9,550/-
77	WH 180	30.09.2014	9,550/-
78	WH 199	31.10.2014	38,933/-
79	WH 217	31.10.2014	9,550/-
80	WH 243	30.11.2014	38,933/-
81	WH 253	30.11.2014	9,550/-
82	WH 270	31.12.2014	9,550/-
83	WH 273	31.12.2014	38,933/-
		Total	16,46,753/-

5. As per the customs and traditions of trade, the defendant was supposed to discharge the invoices within 15 (Credit) days from the date of invoices. The defendant has failed in honoring its commitments and hence he is liable to pay interest @ 24% per annum and the same is engrossed on the invoices also.

6. The defendant has failed to discharge the aforesaid invoices and has not taken any steps to clear the outstanding amount of Rs.21,55,548/-. As per the agreed terms, interest will be charged @ 24% per annum on outstanding amount beyond credit days from the date of respective bills till realisation.

7. In spite of repeated requests to clear the outstanding dues, the defendant has not made any attempt to clear the dues. The plaintiff got issued a legal notice dated 10.02.2015 calling upon the defendant to pay the total sum of Rs.21,55,548/-. In spite of service of said notice, the defendant has failed to comply with notice demand.

8. The plaintiff is entitled to recover Rs.16,46,753/- towards outstanding invoice amount and interest of Rs.6,40,535/- on the same. Thus, the defendant is liable to pay a total sum of Rs.22,87,288/- together with future interest @ 24% per annum. Hence, plaintiff has filed this suit.

9. In spite of service of summons through RPAD, the defendant remained absent and is placed exparte.

10. Sri.K.V.Narasimha, Manager-Legal of the plaintiff company has adduced his evidence as PW.1. He has exhibited Ex.P.1 to 88. The plaintiff closed its evidence.

11. After the conclusion of trial, I have heard the arguments of learned advocate for the plaintiff. I have gone through the materials available on record.

12. The following points arise for my determination:

- (1). Whether the plaintiff is entitled to recover Rs.22,87,288/- from the defendant?
- (2). Whether the plaintiff is entitled to recover future interest @ 24% per annum on the outstanding amount from the defendant?
- (3). What Order ?

13. My findings on the above points are as follows:-

- Point No. 1 : - In the Affirmative
- Point No. 2 : - In the Affirmative
- Point No. 3 : - As per my final orders for the following reasons.

REASONS

14. **Point No.1 & 2:** These two points are taken together for discussion as the same are interconnected with each other and with an intention to avoid repetition of facts and discussion.

15. The plaintiff company has filed this suit for recovery of Rs.22,87,288/- together with interest @ 24% per annum from the date of suit till the date of realisation.

16. PW.1 has reiterated the plaint averments in his affidavit evidence. He has exhibited Ex.P.1 to 88 as under:

Exhibit No.	Description of the document
P.1	Authorisation letter in O.S.NO.7011/2012
P.2	Statement of accounts
P.3 to 68	66 credit invoices and transport invoice
P.69 to 71	Office copy of legal notice, postal acknowledgment and postal receipt
P.72 to 87	Invoices
P.88	Resolution passed by the Board of Directors

17. It is the case of the plaintiff that it has rendered service to defendant from January 2010 till December 2014. It has raised invoices for the services rendered by it. The defendant was due for a sum of

Rs.16,47,753/- as on 24.12.2014. As per terms and conditions of the trade, the defendant is liable to pay interest @ 24% per annum for the bills beyond credit days or 15 days from the date of invoices. The defendant is liable to pay a sum of Rs.22,87,288/- as on the date of suit and future interest @ 24% per annum on the outstanding amount. Ex.P.2 to 68 and Ex.P.72 to 87 support the claim of plaintiff. Ex.P.2 discloses that the defendant is liable to pay Rs.16,46,753/- as on 31.12.2014. The plaintiff has charged interest @ 24% per annum on outstanding bills as per the customs and terms of the trade.

18. The evidence of PW.1 remained unchallenged. The defendant remained exparte. The plaintiff has filed suit on 10.06.2015. The suit is filed within the period of limitation. In the absence of any legal impediments or reasonable grounds to disbelieve the case of the plaintiff, the plaintiff is entitled for suit relief. Accordingly, I answer point No.1 and 2 in the **Affirmative**.

19. **Point No.3:** In view of the findings on the above points, I pass the following:

ORDER

The suit filed by the plaintiff company is hereby decreed with costs.

The defendant is liable to pay Rs.22,87,288/-
(Rupees twenty two lakhs eighty seven thousand two

hundred and eighty eight only) to the plaintiff company.

The defendant is also liable to pay interest @ 24% per annum from the date of suit till the date of realisation on Rs.16,46,753/-. (Rupees Sixteen lakhs forty six thousand seven hundred and fifty three only) to the plaintiff company.

Draw decree accordingly.

The office is hereby directed to send a copy of the judgment to the plaintiff company through email as per Order XX Rule 1 CPC as amended by Section 16 of Commercial Courts Act, 2015.

(Dictated to the Stenographer, corrected, signed and then pronounced by me in the open court on 10th March 2021)

(S.J.KRISHNA)
LXXXIX ADDL.CITY CIVIL &
SESSIONS JUDGE, BENGALURU.
(CCH-90)

ANNEXURES

List of witnesses examined for the plaintiff:

P.W.1 Sri.K.V.Narasimha

List of documents exhibited on behalf of the plaintiff:

Exhibit No.	Description of the document	Date of the document	Remarks
P.1	Authorisation letter in O.S.NO.7011/2012		
P.2	Statement of accounts		
P.3 to 68	66 credit invoices and transport invoice		
P.69 to 71	Office copy of legal notice, postal acknowledgment and postal receipt		
P.72 to 87	Invoices		
P.88	Resolution passed by Board of Directors		

List of witnesses examined for the defendants:

NIL

List of documents marked for the defendants:

NIL

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