[C.R.P. 67] Govt. of Karnataka

Form No.9 (Civil)
Title Sheet for
Judgment in Suits
(R.P.91)

IN THE COURT OF THE LXXXVI ADDL. CITY CIVIL JUDGE
AT BANGALORE [CCH.No.87]

Present:

Sri.SUNIL ANDANEPPA SHETTAR, B.Sc., LLB., (SPL)
LXXXVI ADDL. CITY CIVIL JUDGE

Dated this the 30th day of November, 2021

Com.O.S.No.6379/2015

Plaintiff/s : M/s Suman Electric Udyog (P) Ltd.,
(A Company incorporated undertaken
The companies Act, having its registered
Office at "Suman High Point",
#13/1, 2nd Cross, S.S.I Area, 5th Block,
Rajajinagar (Entrance),
Bengaluru-560 010
Represented by
Sri.Khader Shariff,
Aged about 48 years,
S/o. Late MD.Usman Shariff
Manager Accounts

(By Sri.K.Advocate)

- Vs -

Defendant/s : 1. M/s Power Plus (Bangalore) Pvt.Ltd.,
(A Company incorporated undertaken
The companies Act, having its registered
Office at Plot No.4, Survey No.34/3,
Kadabagere Village, Dasanapura Hobli
Bangalore- 562 130
Represented by its Managing Director
Sri Srinath Swethadri Setlur.
Aged about Major.

2. Sri.Srinath Swethadri Setlur,
(Father's name not known to plaintiff),
Managing Director

M/s. Power Plus (B'lore) Private Limited
64, 1st Floor, F1 Kruthika, 18th Cross
21st Main, MRCR Layout, Vijayanagar
Bangalore-560 040.

3. Sri.K.C.Ramachandran Chettiar,
(Father's name not known to plaintiff),
Director,
M/s. Power Plus (B'lore) Private Limited
SF-11, Amrutha Sadan, MA Mutt,
Jnanabarathi, 2nd Stage,
Bangalore-560 056,
Aged about major.

4. Smt.Geetha Nagaraj Holakal,
(Father's name not known to plaintiff),
Director,
M/s. Power Plus (B'lore) Private Limited
112, 5th 'C' Cross, 1st Floor, Girinagar,
Bangalore-560 085,
Aged about major.

5. Smt.Sudha Srinath, Major,
(Father's name not known to plaintiff),
Director, aged about major,
M/s. Power Plus (B'lore) Private Limited
64, 1st Floor, F1 Kruthika, 18th Cross
21st Main, MRCR Layout, Vijayanagar
Bangalore-560 040.

(By T.S.M, Advocate)

Date of institution of the suit	:	22.07.2015
Nature of the suit [suit on pronote, suit for declaration and possession, suit for injunction]	:	Recovery of Money
Date of the commencement of recording of the evidence	:	28.03.2017

Date on which the Judgment was pronounced	:	30.11.2021		
		Year/s	Month/s	Day/s
Total Duration		**06**	**04**	**08**

(**SUNIL.A.SHETTAR**)
LXXXVI Addl. City Civil Judge
Bangalore.

J U D G M E N T

This is the suit filed by the plaintiff company against the defendants for judgment and decree directing the defendants to jointly, severally and individually pay a sum of Rs.4,50,06,605/- (Rupees Four Crores Fifty Lakhs Six Thousand Six Hundred Five Only) with future interest at the rate of 18% p.a, from the date of suit till realization with costs.

2. The brief facts of the plaintiffs' case are as under:

That the plaintiff is a company registered under the companies act having its head office in the address mentioned in the cause title of the plaint and deals with industrial electrical products. The defendant No.1 is a private limited company and the defendants No.2 to 5 are the directors of defendant No.1 who are jointly and severally responsible for the acts of defendant No.1 and as such they have been arrayed as parties to the suit.

3. The defendant No.1 had approached the plaintiff claiming that it is a leading manufacturer of electric switch board and is also an ISO certified company with supply commitments to various prestigious institutions. The defendant No.1 pursued the plaintiff to supply goods on credit basis on maintaining the running account. Accordingly, the plaintiff started supplying all the materials based on the purchase orders from 3rd April 2011 and maintained the running account. The plaintiff based on the purchase orders has raised invoice and supplied the materials to the defendant No.1 and the directors of the defendant No.1 have acknowledged the receipt of goods. It is alleged that though the defendant No.1 has continuously received the materials from the plaintiff, but has failed to make any payment. Each time on demand, the defendant No.1 assured the plaintiff that

it will make payment in one stroke by calculating all the bills. The plaintiff has maintained the running account and the defendant No.1 as on 26.11.2013 is due in a sum of Rs.2,85,54,984-28/- as per the ledger extract. The defendant No.1 has acknowledged the outstanding balance amount by its letter dated 24.11.2014 and authenticated the entries made in the running account. As per the terms and conditions mentioned in the invoice and also as per the trade practice, the plaintiff is entitled for interest at the rate of 18% p.a. The plaintiff has also issued a legal notice dated 28.11.2014 to all the defendants through registered post calling upon them to pay the outstanding balance. The said notice was served upon the defendants No.1 and 3 and the remaining notices were returned. The defendant No.1 instead of making payment has replied on 12.12.2014 admitting its liability and requested time till February 2015 for clearing the entire dues and also claimed that due to the recession, they are not able to generate funds from alternative sources, but even then the defendants have failed to pay the balance outstanding. Infact the defendant No.1 has also resumed its business transaction with the plaintiff, but does not speak anything about the outstanding dues. The defendants will not pay the balance outstanding without the order of the court.

4. It is also the contention of the plaintiff that it is a registered dealer under the Karnataka Valued Added Tax Act, 2003. The plaintiff having sold the goods has collected tax from the defendants through various invoices raised by them and remitted it to the commercial tax department. The defendants having paid the tax have claimed input credit of tax in its monthly returns by producing the invoices raised by the plaintiff and as such all the transactions between the parties to the suit have been reflected in the returns filed by them.

5. It is further stated that the plaintiff has availed financial assistance from the bank and have been paying huge rate of interest on their borrowings. The act of the defendants in not repaying the dues has caused severe hardship to the plaintiff. The defendants are due in a sum of Rs.4,50,06,605-00/-, which includes the principal amount of Rs.2,85,34,440/- and the interest of

Rs.1,64,72,165/- calculated at the rate of 18% p.a upto 09.02.2015.

6. It is further contended that several cheques issued by the defendants towards partial discharge of their liability were either dishonored or were prevented by the defendants by requesting the plaintiff to defer the presentation of the cheques and thereby getting those cheques stale and not presentable due to lapse of time. It is at the request and assurance of the defendants that they would shortly arrange for making payments by demand drafts, the cheques were not presented, but the defendants have failed to do so. Hence, on these grounds the plaintiff has prayed to decree the suit.

7. The cause of action for the suit is mentioned as it arose on 04.03.2011, when the first transaction took place between the parties and subsequently on various dates till 12.12.2014.

8. In pursuance of the suit summons the defendants have appeared through their counsel and resisted the suit by filing their written statement. The defendants No.1

and 2 have filed their common written statement and likewise the defendant No.3 has filed his separate written statement. The contentions taken by the defendants No.1 to 3 in their written statement are one and same. The defendants No.4 and 5 have not filed their written statements. The defendants No.1 to 3 in their written statement have denied the entire averments of the plaint into and raised a contention with respect to the maintainability of the suit. They have also raised a contention that the suit is bad for mis-joinder and non-joinder of parties as well as causes of action. It is their specific contention that the plaintiff is not represented by an authorized person and the person mentioned in the cause title of the plaint by name Sri.Khader Sharif has no authorization to represent the plaintiff. The defendant No.4 is not the director of the defendant No.1 and she has nothing to do with the defendant No.1 company.

9. The claim of recovery of money made by the plaintiff with interest is denied and disputed by the defendants. It is their contention that the defendants No.2, 3 and 5 are not personally and jointly liable for the

acts of defendant No.1. The defendant No.4 was the working director of the defendant No.1 company for a brief period without any share holding and she is no more the director of the defendant No.1.

10. It is also the case of the defendants that the defendant No.1 is doing business with plaintiff for over 25 years and the transaction in the year 2010-11 was to the tune of Rs.2.14 crores and for the year 2015-16 was to the tune of Rs.4.77 crores and payments are made regularly. Though the defendant No.1 had incurred heavy losses continuously from the year 2010-11 till 2013-14, however the defendant No.1 was able to overcome the loss and is doing good business in the financial year 2015-16. Infact the defendant No.1 has purchased the articles worth Rs.4,77 crores till November 2015 from the plaintiff and few more crores of purchase orders is pending with the plaintiff. The defendant No.1 is making all payments regularly and has paid a sum of Rs.4.11 crores till November 2015. When the accounts are not separated from the suit claim and further transactions are made, the payments made by the defendants are to be

adjusted to the claim made in the suit and the payments made in the year 2015-16 has satisfied the suit claim. There is no liability of the defendants as claimed in the plaint.

11. The defendants have specifically denied and disputed the claim of recovery of money with interest made by the plaintiff. It is further contended by the defendants that the plaintiff has failed to furnish the copy of the ledger extract to show its claim. It is denied that the defendant No.1 had assured the plaintiff to make payment in one stroke by calculating all the bills. The cause of action for the suit and the rest of averments of the plaint as denied. Hence, on these grounds the defendants have prayed to dismiss the suit.

12. Finally the defendants have claimed that they are doing good business in this year not only with the plaintiff but with other institutions and is confident by the end of 2017, the account will be made regular by working with actual dues with the plaintiff and the plaintiff has to cooperate with the defendants and continue to have good relationship. The plaintiff and the defendant No.1 have

agreed to continue to have business transaction and business being done continuously in running account and the payments to be adjusted towards earlier bills.

13. On the basis of the pleadings of the respective parties and considering the materials available on record, the following issues have been framed :

1. Whether the plaintiff proves that the 1st defendant continuously received the materials and failed to make any payment as alleged in the plaint?

2. Whether the plaintiff proves that as on the date of filing of the suit, the defendants are due to an amount of Rs.2,85,34,440/- together with interest at the rate of 18% p.a. upto 09.02.2015 till filing of this suit which amounts to Rs.1,64,72,165/- in total Rs.4,50,06,605/- as alleged in the plaint?

3. What order or decree?

ADDITIONAL ISSUE No.1

1. Whether Sri.Khader Sharif is authorized and empowered to institute and proceed with the suit?

14. The plaintiff company in order to prove its case has got examined its authorized representative as P.W.1 and got marked the documentary evidence, which are at

Ex.P.1 to Ex.P.76. The defendants in order to substantiate their claim have got examined the defendant No.2 as D.W.1 and got marked the documentary evidence, which are at Ex.D.1 to Ex.D.6.

15. Having heard the arguments of the counsel for the plaintiff and considering the pleadings of the respective parties as well as the oral and documentary available on record, I answer the above issues as under:

Issue No.1 : In the Affirmative

Issue No.2 : Partly in the Affirmative

Addl. Issue No.1 : In the Negative

Issue No.3 : As per final order for the following;

R E A S O N S

16. **Issues No.1, 2 and Additional Issue No.1-** Since all these issues are inter related to each other and requires common discussion, they will be taken up together for discussion in order to avoid repetition of facts.

The fact that the plaintiff and the defendant No.1 had the business relationship for several years is not in dispute. The pleadings of the respective parties reveals that the defendant No.1 being a private limited company has purchased electrical materials for the past several years by placing purchase orders and the plaintiff has maintained a running account with respect to the said transactions. The fact that the defendant No.2, 3 and 5 are the directors of the defendant No.1 is not in dispute. The defendants have disputed that the defendant No.4 is no more the director of the defendant No.1 company. The plaintiff also claims that even after the institution of the suit it has continued the business with the defendants.

17. It is the specific claim of the plaintiff that as per the running account maintained by it and as per the ledger extract, the defendants are liable to pay the principal amount of Rs.2,85,34,440/- and have also claimed interest of Rs.1,64,72,165/- being the interest at the rate of 18% p.a calculated upto 09.02.2015.

18. On the other hand the defendants claim that they have agreed with the plaintiff to continue and have business transactions and the business is being done

continuously in running account and hence, whatever payments have been made by defendants have to be adjusted towards the earlier bills. The defendants by disputing the claim of the plaintiff and also the interest have contended that they will settle the account by calculating all the bills.

19. The plaintiff has instituted this suit for recovery of money with interest on the ground that it had supplied materials to the defendant No.1 and the defendants have failed to pay the price of the same and hence, the nature of the transaction is commercial in nature as defined U/s 2 (1) (c) of the Commercial Courts Act, 2015 and the specified value of the subject matter of the suit as defined U/s 2 (c) (I) of the said act is more than Rs.3,00,000/- (Three Lakhs Rupees Only) and hence, this court has jurisdiction to entertain the suit.

20. The P.W.1 who happens to be the authorized signatory of the plaintiff-company has reiterated the averments of the plaint and got marked the documentary evidence, which are at Ex.P.1 to Ex.P.76. The Ex.P.1 and Ex.P.2 are the copy of the board resolution and

authorization letter authorizing the P.W.1 to institute the suit. Ex.P.3 and Ex.P.4 are the purchase orders placed by the defendant No.1. The Ex.P.5 to Ex.P.14 are the Copies of the invoices and Ex.P.15 is the delivery challen for having the materials to defendant no.1. The Ex.P.16 to Ex.P.36 are the cheques issued by the defendants in favour of the plaintiff. Ex.P.37 to Ex.P.62 are the endorsement and cheques. Ex.P.63 is the balance confirmation letter dated 24.11.2014 executed by the defendants confirming the balance as on that date. Ex.P.64 is the ledger extract maintained by the plaintiff with respect to the transactions of the defendants. Ex.P.65 to Ex.P.76 are the copies of legal notice dated 28.11.2014, postal receipts, returned RPAD covers, acknowledgments and reply notice dated 12.12.2014.

21. The defendants in order to substantiate their claim have got examined the defendant No.2 as D.W.1 and he has reiterated the averments of the plaint and got marked the documentary evidence which are at Ex.D.1 to Ex.D.6. Ex.D.1 is the copy of the list of share holders with their share holding. Ex.D.2 is the true copy of the

certificate of incorporation. Ex.D.3 is the certificated issued by the chartered account. Ex.D.4 is the covering letter. Ex.D.5 is the ledger extract. Ex.D.6 is the ledger extract of running account of plaintiff.

22. One of the main contention of the defendants is that Sri.Khader Sharif who has instituted the suit as a representative of plaintiff company has no authority to institute the suit and hence, the suit is defective and not maintainable. The learned counsel for the defendants in his written arguments as well as oral arguments has argued that the plaintiff has produced the copy of the board resolution and the authorization letter, which are at Ex.P.1 and Ex.P.2 only after filing of the written statement by the defendants. Ex.P.77 is the copy of the resolution of the board of directors of the plaintiff company in which the directors have resolved to institute a suit for recovery of dues against the defendant. As rightly pointed out by the learned counsel for the defendants that Mr.Khader Sharif who claims to be representative of plaintiff has not been authorized to institute the suit. But on going through Ex.P.1 and Ex.P.2 there is a board resolution on

03.07.2015 authorizing Shri,Khader Sharif S/o Md.Usman Sharif to institute a suit for recovery of dues against the defendant. Merely because the name of Mr.Khader Sharif is not appearing in Ex.P77 and since the board resolution and authorization letter which are at Ex.P.1 and Ex.P.2 were produced subsequent to the filing of the written statement, it cannot be said that Mr.Khader Sharif had no authorization as on the date of the institution of the suit. Even in Ex.P.77 there is a mention that a board meeting was held on 03.07.2015 and a resolution passed on the said date to institute the suit for recovery of money against the defendants. Hence, based on Ex.P.1, Ex.P.2 and Ex.P.77 it is obvious that Mr.Khader Sharif S/o late Md.Usman Sharif has an authorization to institute and proceed with suit. Mere delay in producing the copy of board resolution and the authorization letter is not fatal to the case of the plaintiff.

23. It can be gathered from the pleadings of the respective parties as well as the oral and documentary evidence available on record that the defendant No.1 is purchasing electrical materials for past several years by

placing purchase order and in that aspect a running account has been maintained. At this point of time it is relevant to go through the cross-examination of DW.1. The DW.1 is none other than the defendant No.2, who happens to be the managing director of defendant No.1. The DW.1 in his examination-in-chief itself has stated that the defendant No.1 is doing business with the plaintiff for the passed 25 years and has made hefty payments regularly till the month of November 2015. He has further stated that due to loss in the business of defendant No.1, there is a delay in payment of price of the goods. The DW.1 in his cross-examination dated 01.09.2021 has stated that he is the managing director of the defendant No.1 and is looking after the affairs of the defendant No.1. He has further stated that the affairs of the defendant No.1 is looked after by other directors also and that the defendant No.1 is transacting with the plaintiff company from the year 1992-93 by placing purchase orders and they used to make payments within 90 days. He has further admitted that the defendant No.1 was transacting with the plaintiff company in the form of a running account. Hence, based on the pleadings of the respective parties and the admission given by DW.1 in his cross-examination, it is quite clear that the defendant No.1 has purchased electric materials from the plaintiff from time to time by placing purchase orders and in that aspect a running account is maintained.

24. Under such facts and circumstances of the case the burden is upon the plaintiff to establish that the defendants are liable to pay a sum of Rs.2,85,34,440/- as on 09-02-2015. It is the argument of the learned counsel for the plaintiff that the defendant No.1 has purchased the materials on credit basis and the defendants have acknowledged their liability in a sum of Rs. 2,85,34,440/- as on 09-02-2015 by executing Ex.P.63. Ex.P.63 is executed by one of the director of defendant No.1 on 31-03-2014 confirming the balance of Rs.2,85,54,984/- as on 31-03-2014 to be paid to the plaintiff company as as per the attached statement. The said document has been exhibited without any objections from the defendants and the statement attached to Ex.P.63 has been marked as Ex.P.64. Ex.P.64 is the statement of running account

maintained by the plaintiff during regular course of its business, which has got evidentiary value under section 34 of the Indian Evidence Act. The DW.1 in his cross examination admits the execution of Ex.P.3. The defendants having confirmed the balance of Rs.2,84,54,984/- as on 31-03-2014 as per Ex.P.63 and Ex.P.64 are estopped from denying the claim of the plaintiff.

25. The plaintiff has furnished various cheques said to be issued by the defendants in favour of plaintiff, which are at Ex.P.16 to Ex.P.36. The issuance of the said cheques in favour of the plaintiff company is not at all disputed by the defendants. The endorsement issued by the bank authorities which are at Ex.P.37 to Ex.P.62 goes to show that some of the cheques executed by the defendants have been presented for encashment and some of the cheques have been dishonored. The defendants have not given any explanation as to why the said cheques have been issued in favour of the plaintiff company. There is also no explanation on the part of the defendants with respect to the dishonor of cheques.

When such being the facts of the case, it has to be presumed that the cheques have been issued by the defendants in favour of the plaintiff are towards the payment of dues for having purchase the materials. The issuance of the cheques by the defendants is towards the existing liability of the defendants to the plaintiffs.

26. The plaintiff has raised tax invoices in respect of the goods sold to be defendants which are at Ex.P.5 to Ex.P.14. The learned counsel for the plaintiff has brought to the notice of the court that the plaintiff as well as the defendant No.1 have been registered at Karnataka under the Value Added Tax, Act and the defendant No.1 has claimed input tax credit before the assessing authority. Hence, the claim of the defendant No.1 for input tax credit shows that the plaintiff has sold the materials to the defendant No.1 and the same has been duly accounted. Though the defendants have denied the said aspect, but has not produced any materials in respect of the same.

27. Hence, on going through the oral and documentary evidence on record the plaintiff is successful

in proving that it had supplied materials to the defendant No.1 as per the purchase orders placed by the defendants. The plaintiff is also successful in establishing the facts that the defendants are liable to pay a sum of Rs.2,85,34,440/- as on 31.03.2014. The admissions given by the DW.1 coupled with Ex.P.63 it is suffice to hold that the defendants are liable to pay a sum of Rs.2,85,34,440/- as on 31.03.2014.

28. The defendants have disputed that defendant No.4 is no more the director of defendant No.1 and hence, she cannot be personally held liable. Inspite of such an objection by the defendants, the plaintiff has not placed any materials to show that defendant No.4 is the director of the defendant No.1 company and she also has a role in purchasing the materials. Hence, no decree can be passed against the defendant No.4. However the defendant No.1 as a company which has the purchased the materials and the defendants No.2, 3 and 5 who are the directors of defendant No.1 and in the helm of the affairs of the defendant No.1 are jointly and severally liable to pay the decreetal amount.

29. It can be gathered from the pleadings of the respective parties that even after the institution of the suit the business between the plaintiff and the defendant No.1 company is continued. It is the contention of the defendants that since the business between the plaintiff and the defendant No.1 company is continued and the transactions is as per the running account, whatever amount has been subsequently paid by the defendants has to be adjusted to the running account. Merely because the business between the plaintiff and the defendant company is continued even after the institution of the suit is not a ground for dismissal of the suit. Whatever business transactions have taken place between the plaintiff and the defendants subsequent to the institution of the suit is a new transaction and it has nothing to do with the amount claimed in the plaint. The dispute has arisen between the parties to the suit as on 31.03.2014 in respect of their earlier transaction. Hence, the contention of the defendants that the subsequent payments i.e., after the institution of the suit has to be adjusted towards the suit claim is not sustainable.

30. The plaintiff has claimed interest at the rate of 18% p.a for delayed and overdue payments on the sum of Rs.2,85,34,440/-. On going through the oral and documentary evidence available on record and considering the nature of transaction between the plaintiff and the defendants are bound to pay the interest, but the interest claimed by the plaintiff at the rate of 18% p.a is highly exorbitant. The court is empowered to grant future interest exceeding 9% p.a. but shall not exceed the contractual rate of interest in a commercial suit. Admittedly there is no agreement with respect to the payment of interest. Considering the nature of the suit and the nature of the transaction between the parties, I am of the opinion that future interest at the rate of 12% p.a. till realization is proper and appropriate. Hence, the defendant is liable to pay future interest at 12% p.a from 31.03.2014 till realization. Hence, I answer issues No.1 in the affirmative, issue No.2 partly in the affirmative and additional issue No.1 in the negative.

31. **Issue No.3:-** Since I have answered Issue No.1 in the 'Affirmative', Issue No.2 'Partly in the Affirmative', and additional issue No.1 in the 'Negative', I proceed to pass the following;

ORDER

The suit of the plaintiff-company is hereby decreed with costs.

It is ordered and decreed that the defendants No.1 to 3 and 5 are jointly and severally liable to pay to the plaintiff company a sum of Rs.2,85,34,440/- (Rupees Two Crores Eighty Five Lakhs Thirty Four Thousand Four Hundred and Forty Only) with interest at the rate of 12% p.a from 31.03.2014 till realization.

Draw the decree accordingly.

[Dictated to the stenographer, online transcribed & computerized by her, corrected on computer and signed by me then pronounced in the Open Court, dated this the 30th day of November, 2021]

(**SUNIL.A.SHETTAR**)
LXXXVI Addl. City Civil Judge
Bangalore.

ANNEXURE

List of witnesses examined on behalf of the plaintiff/s:

P.W.1 : Khader Shariff

List of documents marked on behalf of the plaintiff/s:

Ex.P.1 : Board resolution

Ex.P.2 : Authorization letter

Ex.P.3 &

Ex.P.4 : Purchase orders

Ex.P.5 to

Ex.P.14: Copy of the invoices

Ex.P.15: Delivery challent

Ex.P.16 to

Ex.P.36: Cheques

Ex.P.37: Cheque

Ex.P.38: Endorsement

Ex.P.39: Cheque

Ex.P.40: Endorsement

Ex.P.41: Cheque

Ex.P.42: Endorsement

Ex.P.43: Cheque

Ex.P.44: Endorsement

Ex.P.45: Cheque

Ex.P.46: Endorsement

Ex.P.47: Cheque

Ex.P.48: Endorsement

Ex.P.49: Cheque

Ex.P.50: Endorsement

Ex.P.51: Cheque

Ex.P.52: Endorsement

Ex.P.53: Cheque

Ex.P.54: Endorsement

Ex.P.55: Cheque

Ex.P.56: Endorsement

Ex.P.57: Cheque

Ex.P.58: Endorsement

Ex.P.59: Cheque

Ex.P.60: Endorsement

Ex.P.61: Cheque

Ex.P.62: Endorsement

Ex.P.63: Balance confirmation letter dated 24.11.2014

Ex.P.64: Ledger extract

Ex.P.65: Copy of the legal notice dated 28.11.2014.

Ex.P.66 to

Ex.P.70: Postal receipts

Ex.P.71 to

Ex.P.73: Returned RPAD covers

Ex.P.74 &

Ex.P.75: Acknowledgments

Ex.P.76: Reply notice dated 12.12.2014

List of witnesses examined on behalf of the defendant/s:

D.W.1 : Srininath Swethadri Setlur

List of documents marked on behalf of the defendant/s :

Ex.D.1 : Copy of the list of share holders

Ex.D.2	:	True copy of the certificate of incorporation
Ex.D.3	:	Certificated issued by the chartered account
Ex.D.4	:	Covering letter
Ex.D.5	:	Ledger extract
Ex.D.6	:	Ledger extract of running account of plaintiff

LXXXVI Addl. City Civil Judge
Bangalore.