KABC170106862020

IN THE COURT OF LXXXV ADDL. CITY CIVIL & SESSIONS JUDGE, AT BENGALURU (CCH-86) (Commercial Court)

THIS THE 16th DAY OF JULY 2026

PRESENT:

SRI.ARJUN. S. MALLUR. B.A.L.LL.B.,
LXXXV ADDL. CITY CIVIL & SESSIONS JUDGE,
BENGALURU.

<u>Com.OS.No.6194/2018</u>

BETWEEN:
M/S. Greeves Cotton Limited
5th Floor, Press Trust of India Bldg.,
16/7, Miller Tank Band Area,
Vasanthnagar, Near Jain Hospital,
Bengaluru – 560 052.
Rep. by its Power of Attorney Holder
Mr. S. Jayaraman

: PLAINTIFF

(Represented by Smt. Sonam Chandwani, Advocate)

AND
1. M/s. Green Tech Agro Solutions,
D-3/7773/1032, 11th Cross Road, Kallahally,
Visveswaranagar, Mandya 571401,
Karnataka

And/or
1032, 11th Cross Road,

V.V. Nagar, Kallahalli,
Opp. K.S.R.T.C. Bus Stand,
Chikkaballapur, Mandya,
Karnataka,

2. Ms. L.S. Chandrakala
Narayan Villaa, No.26, 16th Cross Road,
4th Temple Street, Malleswaram,
Bangalore 3.

3.Ms. Vanita
House No.18, 3rd Main
Gandhinagar Extension,
Gangenahalli, Ward No.34,
Bangalore 32.

4. K.S. Shoba
No.685, 3rd Cross, “E” Block,
11th Main, J.P. Nagar,
Mysuru -8, Karnataka.

: DEFENDANTS

(By Sri. S.R. Raviprakash, Advocate for D2,
Sri. L. Visweswaraiah, for D3
Smt. E.R. Pankajamani, for D4, D1-Ex-parte)

Date of Institution of the suit	24.08.2018
Nature of the suit (suit on pronote, suit for declaration & Possession, Suit for injunction etc.)	Suit for Recovery of Money.
Date of commencement of recording of evidence	23.08.2019
Date on which judgment was pronounced	16.07.2026

Total Duration	Year/s 07	Month/s 10	Day/s 23

ARJUN SRINATH MALLUR

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Date: 2026.07.16 17:09:48 +0530

(ARJUN. S. MALLUR)
LXXXV Addl.City Civil & Sessions Judge,
Bengaluru.

J U D G M E N T

Suit for recovery of a sum of Rs.50,30,047/- (Rupees Fifty Lakhs Thirty Thousand and Forty Seven Only) with interest at 24% p.a. from the date of suit till realization.

2. ***The case of the plaintiff in brief is as under:-***

The plaintiff is indulged in manufacture of agricultural implements across the country and also in the business of sale and supply of agricultural implements and its spare parts. The defendant No.1 is a partnership firm represented by its partners defendant Nos.2 to 4. Upon application the filed by defendant No.1 the plaintiff appointed defendant No.1 as its dealer for sale and marketing of farm equipment business products and service within the territory of state of Karnataka. As per the terms of the dealership agreement the defendant No.1 was required to make payments against the bills raised issued and delivered and in case of default the plaintiff was entitled to charge interest at 24% p.a. on the outstanding amount. It is submitted that from February 2009 to September 2016 the plaintiff sold, supplied and delivered various quantity of its products of various specifications and defendant No.1 received the products from time to time without any dispute. Till June 2016 the defendant No.1 was performing satisfactorily in terms of sales and making payment of the dues against the invoices raised from time to time. Subsequently the defendant defaulted in making payment of the amounts under the invoices raised and as on 31.12.2016 the defendant No.1 remained due in a sum of Rs.67,29,047/- which the defendants also admitted by executing confirmation letter dated 31.12.2016. It is submitted that the defendant has totally remained due as on the date of suit to an extent of Rs.50,30,047/-. Inspite of repeated discussions and repeated exchange of mails the defendant No.1 has failed to clear the outstanding amounts. The plaintiff issued a legal notice dated 11.11.2017 calling upon the defendant to clear the outstanding but the defendant has failed to do so. Hence the suit.

3. On service of summons the defendant No.1 which is the firm has remained absent and is placed exparte. Defendant Nos.2 to 4 have appeared through their respective counsels.

Defendant No.2 has filed written statement wherein a complete denial of plaint averments is made denying any receipt of the goods supplied by the plaintiff, denying any liability on their part to make payment of the amount and also denying any knowledge about the outstanding dues. Defendant No.2 seeks for dismissal of the suit against it with costs.

4. Defendant No.3 files a separate written statement wherein there is a denial of all the plaint averments and contend that at the time of entering into the dealership agreement security was furnished which could have been enforced by the plaintiff towards recovery of its dues and plaintiff not having enforced the security indicates that no liability accrued on part of the defendant No.3. The defendant No.3 categorically denies being a partner of defendant No.1 and submits that she has absolutely no knowledge about the dealership agreement and the business done with the plaintiff. Defendant No.3 categorically denies any liability to pay the suit claim.

5. Defendant No.4 has filed a separate written statement wherein it is contended that she was neither a partner nor involved in the day to day affairs of the activities of defendant No.1. Defendant No.4 contends that her deceased husband Sri. K S Shrinivas was handling all the affairs of the firm and at sometimes she has signed the certain documents as per the instructions of her husband. The defendant No.4 also makes a para wise denial of all the plaint averments and contend that no orders have been placed on her behalf with plaintiff, no goods has been received by her and therefore no liability accrues to make payments. She also contends that the confirmation letter does not bear the signature of defendant No.4 and it is a forged document and on these ground seek for dismissal of the suit with costs.

6. Based upon the pleadings, the following issues have been framed:

ISSUES

1) Whether the plaintiff proves that the defendants being his dealers are in due for a sum of Rs.50,30,047/- (Rupees fifty lakhs thirty thousand and forty seven only) for the

agricultural implements supplied to them?

2) Whether the defendant No.4 proves that there is no enforceable contract between himself and the plaintiff?

3) Whether defendant No.4 proves that the signature in the confirmation letter is forged?

4) Whether the plaintiff is entitled for interest at the rate of 24% per annum?

5) Whether the plaintiff is entitled for the reliefs as prayed?

6) What order or decree?

7. The authorized signatory of the plaintiff by name S Jayaraman was initially examined as PW-1 whose evidence came to be expunged vide order dated 07.03.2022. Subsequently the plaintiff has examined its Senior Executive - Admin Sudarshan B as P.W.2 and has got marked documents at Ex.P.1 to P.45. At the request of the plaintiff the Bank Manger of SBI Mandya came to be examined as P.W.3 through whom Ex.P.51 to P.55 has been marked. Though the cross examination of D.W.1 the documents at Ex.P.46 to P.50 has been marked. The defendant No.4 has examined herself as D.W.1. Defendant Nos.2 and 3 have examined themselves as D.W.2 and 3. Defendants have not got marked any documents on their behalf.

8. Heard the Learned Counsel appearing for the plaintiff and the counsels appearing for defendant Nos.2 to 4. Counsels for defendant Nos.2 to 4 have filed written synopsis. Counsel for defendant No.2 has filed memo with citations. Perused the entire material on record.

9. My answer to the above issues are as under:-

Issue No.1: **Partly the Affirmative**
Issue No.2: **In the Negative**
Issue No.3: **In the Negative**
Issue No.4: **In the Affirmative**
Issue No.5: **Partly the Affirmative**
Issue No.6: As per final order for the following.

REASONS

10. Before taking up the issues for answering it would be just and proper to discuss the evidence led before the Court. The plaintiff earlier examined its authorized signatory Mr. S Jayaraman as P.W.1 whose evidence came to be expunged by the Court vide order dated 07.03.2022. Thereafter the plaintiff has examined its Senior Executive - Admin working at the Bengaluru office who has filed affidavit evidence reiterating the averments in the plaint. Subsequently during the course of trial the plaintiff in order to prove the signature of defendant No.4 on the balance confirmation letter has summoned the Branch Manager of SBI V. V. Road Mandya who has been examined a P.W.3. The plaintiff has got marked documents at Ex.P.1 to P.45 through P.W.2 and P.51 to P.55 through P.W.3 the exhibited documents are as under: Ex.P.1 is the Dealer Application Form. Ex.P.2 is the Outstanding statement. Ex.P.3 is the Balance confirmation. Ex.P.4 to 25 are the 22 tax invoices. Ex.P.26 is the Notice dated 11.11.2017. Ex.P.27 to 31 are the 5 postal receipts. Ex.P.32 is the Notice dated 27.11.2017. Ex.P.33 & 34 are the 2 Postal envelopes. Ex.P.35 is the Notice dated 26.02.2018. Ex.P.36 & 37 are the 2 postal receipts. Ex.P.38 & 39 are the 2 Track Consignments. Ex.P.40 is the Notice dated 16.03.2018. Ex.P.41 & 42 are the 2 Postal acknowledgments. Ex.P.43 is the Notary copy of the Power of Attorney dated 14.03.2018. Ex.P.44 is the Scanned copy of cheque bearing No.701598. Ex.P.45 is the Certificate u/S 65B of the Indian Evidence Act. Ex.P.51 is the Bank certified copy of the account opening form with KYC documents. Ex.P.52 is the Bank certified copy of the statement of account for the period 01.04.2017 to 31.03.2019. Ex.P.53 is the Bank certified copy of the statement regarding dishonor of the cheques – 3 in number. Ex.P.54 is the Bank certified copy of the statement of account for the period 27.04.2017, 04.03.2017 and 23.02.2017. Ex.P.55 is the Bank certified copy of the specimen signature record.

11. Against the evidence of plaintiff the defendant No.4 has examined herself as P.W.1 reiterating the averments made in the written statement. In her cross examination the plaintiff has got marked documents at Ex.P.46 to P.50. The defendant No.3 has examined herself as D.W.2 and defendant No.3 has examined herself as D.W.3. P.W.2 and 3 and D.W.1 to 3 have all been thoroughly cross examined.

12. In the cross examination of P.W.2 except putting suggestion in the form of denials nothing has been elicited to disbelieve the case of the plaintiff. In the cross examination of P.W.2 by defendant No.4 it has been suggested that signature found on the balance confirmation letter at Ex.P.3 is not that of the defendant No.4 which has been categorically denied by the witness. P.W.2 admits that in the dealership application at Ex.P.1 the signatures of the defendant Nos.2 to 4 are not forthcoming. It is also admitted by P.W.2 that signatures of defendant Nos.2 to 4 are not forthcoming in the invoices marked at Ex.P.4 to P.25. D.W.1 in the course of cross examination does not deny the suggestions as regards she along with defendant Nos.2 and 3 being the partners of defendant No.1. On the other hand in the cross examination she deposed that her husband used to do the transactions on behalf of the firm and at some times he used to take her signature and that she has not done any transactions. In the course of cross examination D.W.1 has been confronted with the judgment and decree passed in Com.O.S.No.6195/2018 and also has been confronted with the letter and the account opening form and the VAT registration certificate all filed under in the said suit on behalf of M/s Sapthagiri Enterprises the first defendant in the said suit. All these documents have been admitted by D.W.1 and have marked at Ex.P.46 to P.50. In the cross examination D.W.1 deposes that her signature on Ex.P.44 and P.3 are not forthcoming and signature seen in the said instrument are forged signatures. Except stating so in the affidavit evidence and reiterating the same in the cross examination defendant No.4 has not placed on record any cogent and satisfactory evidence to draw an inference that her signature on Ex.P.3 and P.44 are forged and fabricated signatures. When a person alleges about existence or non-existence of a fact the burden is upon him to substantiate the same by leading cogent and satisfactory evidence. No iota of evidence is forthcoming to draw an inference that signature of defendant No.4 is not found on Ex.P.3 and P.44. D.W.2 on the other hand in the cross examination expresses her lack of knowledge about the suit transactions. She does not categorically deny the claim of the transactions alleged in the suit but only express her lack of knowledge and she also expressed her lack of knowledge that she is partner to the defendant No.1 firm. In the cross examination of D.W.3, the witness deposed that upon receipt of summons in the suit she had discussed the issue with her husband who tole her that he would take are of the issues. Nothing is forthcoming in the cross examination of D.W.3 to draw an inference that she is one of the partner of defendant No.1.

With this this evidence in the background the issues are now taken up for answering.

13. ISSUE Nos.1 to 3:- These issues being interlinked with each other to avoid repetitions of facts and evidence these issues are taken up together for answering.

The claim of the plaintiff is that the defendant No.1 as its dealer had remained due in a sum of Rs.50,30,047/- by the end of September 2016. It is also the contention of plaintiff that when the defendant was called upon to clear the outstanding amount of Rs.67,29,047/- as on 31.12.2016 the defendant No.4 executed a balance confirmation acknowledging the liability to pay the outstanding amount to the plaintiff. Per contra the defendant No.4 who has been the contesting defendant has contended that she is not at all a partner to defendant No.1 and that her signature on Ex.P.44 and P.3 is a forged signature. The plaintiff in the course of proceedings had filed an application for summoning the documents submitted to the bank at the time of opening of the bank account in the name of defendant No.1 firm. The said application initially came to be rejected by this Court against which the plaintiff had preferred Writ Petition before the Hon'ble High Court in W.P.No.2165/2023 which vide order dated 30.08.2025 came to be allowed. Pursuant to which the witness Branch Manger SBI, Mandya was summoned who produced and got marked document at

Ex.P.51 to P.55 through his evidence. Ex.P.51 is the bank certified copy of the account opening form of defendant No.1 with KYC documents submitted there with. The KYC documents includes the partnership deed dated 08.05.2008 with respect to defendant No.1. The said partnership is a registered partnership formed in the name and style Green Tech Agro Solutions i.e., defendant No.1 of which the defendant No.4, defendant No.2 and one Mr. Sunil Kumar have been mentioned as partners. The registered partnership deed also discloses that defendant No.4 is the Managing Partner whereas defendant No.2 and Mr.Sunil Kumar to be the working partners. Therefore contentions of defendant Nos.2 and 4 that they are not partners of defendant No.1 completely falls to the ground.

14. The plaintiff has specifically pleaded that on being informed about the outstanding dues the defendant No.4 who was the Managing Partner has executed a balance confirmation admitting and confirming the balance with the plaintiff for a sum of Rs.67,29,047/- as on 31.12.2012. This document has been tendered in evidence and marked as Ex.P.3 it contains the seal of defendant No.1 and the seal and signature of defendant No.4 as its

Managing Partner. The defendant No.4 specifically pleads that this is a forged signature. As mentioned above except pleading in the written statement reiterating the same in her affidavit evidence as D.W.1 and also in her cross examination defendant No.4 has not chosen to place on record any cogent and satisfactorily materials to draw an inference that the document at Ex.P.3 is a forged and fabricated instrument. During the course of proceedings no effort was made by defendant No.4 to have her signature examined through an expert to ascertain whether it is a genuine signature or a forged signature. A mere contention in the written statement and reiteration of the same in the evidence does not by itself lead to the inference that signature of the defendant is a forged signature. The document at Ex.P.3 completely clinches the case in favour of the plaintiff leading to the inference that defendant No.4 has categorically admitted balance due to be payable to the plaintiff as on 31.12.2016 at Rs.67,29,047/-. The defendant has hopelessly failed to substantiate that her signature on her confirmation letter is a forged signature.

15. It is further the contention of the defendants that there is no enforceable contract between plaintiff and defendants. The claim of the plaintiff is with respect to amounts outstanding in relation to the supplies made with respect to which invoices at Ex.P.4 to P.25 have been raised. The defendants have commonly pleaded that they have not received any goods and therefore no liability accrues on them to pay the amount. It is pertinent to mention here that the goods have been supplied to defendant No.1 and invoices are raised in the name of defendant No.1 the partnership firm. Acknowledgment of the goods under the invoices is forthcoming from the seal and signature found in the invoices barring Ex.P.4, P.5, P.8, P.9, P.14 to P.18, P.22, P.23 and P.25. P.W.2 in the cross examination has deposed that these invoices which carry a cross mark are all canceled invoices with respect to which due credits have been given which is evident from the statement of account appended to the balance confirmation letter at Ex.P.3 and after giving credits for the payments made out of the balance as on 31.12.2016 the outstanding remained was Rs.50,30,047/- which has been the suit claim. Nothing is elicited in the cross examination of P.W.2 to deny that defendant Nos.2 and 4 along with one Mr.Sunil Kumar are the partners of defendant No.1. Being partners they become jointly and severally liable for the amounts due by the firm. The partnership deed clearly stipulates that defendant No.4 is Managing Partner whereas defendant No.2 is the working partner. Therefore under these circumstances it can be held without hesitation that the defendant No.4 has utterly failed to substantiate that there exist no enforceable contract between herself and plaintiff. It is a settled law that invoice amounts to a written contract and is an enforceable contract. The plaintiff has satisfactorily proved that as on 31.12.2016 the defendants remained due in a sum of Rs.67,29,047/- and after giving credit for the payments made the plaintiff is due to receive a sum of Rs.50,30,047/-.

16. It is also been canvased in the course of arguments that Ex.P.1 the dealership application is not an admissible document in law. The pleadings would reveal that upon application of defendant No.1 it came to be appointed as a dealer for the plaintiff for the state of Karnataka. Though the plaintiff has not produced the document appointing defendant No.1 as the dealer nevertheless the defendant No.1 having received the goods as evidenced under the invoices it is to be construed that the defendant No.1 has accepted the goods supplied by the plaintiff and thus there exist a liability to pay for the accepted materials.

Though the signature of the defendants is not found in the dealership application form it is only an application made by defendant No.1 to be appointed as a dealer. Merely because the signatures of defendant Nos.2 to 4 are not forthcoming in the application form it cannot be construed that defendant No.1 was not at all the dealer of the plaintiff. On the other hand the conduct of defendant accepting the goods supplied under the invoices by affixing its seal and signature and also executing the balance confirmation letter by defendant No.4 as Managing Partner of defendant No.1 it clearly envisages that defendant No.1 was a dealer under the plaintiff and thus becomes liable to pay for the suit claim.

17. During the course of argument it was also canvased vehemently by the learned counsel for defendant No.2 that the document at Ex.P.44 is not an admissible document as per law. It is submitted that the said document is not accompanied by certificate under the Evidence Act and therefore it is not admissible in evidence. Ex.P.44 is scanned copy of a cheque dated 30.06.2017 for Rs.25,00,000/-signed by defendant No.4 and another partner issued in favour of the plaintiff. The defendant No.4 and another partner have signed it as partners of defendant No.1. In the course of evidence this document is appended with a certificate under Ex.P.45 wherein the witness has sworn to the fact that the printout of the scanned copy of the cheque has been taken out from his computer and printer. On this document no cross examination is forthcoming except defendant No.4 choosing to deny her signature found in Ex.P.44. The learned counsel for the defendant No.2 in support of his arguments has placed reliance upon judgment of the Apex Court reported in ***(2020) 7 SCC 1 Arjun Panditrao Khotkar vs. Kailash Kushanrao Gorantyal and others,*** wherein with respect to the evidentiary value of an electronic evidence it has been observed as under:

> *Held, the certificate required under Section 65B(4) is a condition precedent to the admissibility of evidence by way of electronic record, as correctly held in Anvar P.V. case, and incorrectly "clarified" in Shafhi Mohammed case. - Further, Oral evidence in the place of such certificate cannot possibly suffice as Section 65B(4) is a mandatory requirement of the law and clearly states that secondary evidence is admissible only if lead in the manner stated and not otherwise. -Further, S. 65-B differentiates between the original information contained in the "computer" itself and copies made therefrom- The former being primary evidence, and the latter being secondary evidence.*
>
> *-Held, the certificate under Section 65B(4) is*

unnecessary if the original document itself is produced. This can be done by the owner of a laptop computer, computer tablet or even a mobile phone, by stepping into the witness box and proving that the concerned device, on which the original information is first stored, is owned and/or operated by him. In cases where the "computer" happens to be a part of a "computer system" or "computer network" and it becomes impossible to physically bring such system or network to the Court, then the only means of providing information contained in such electronic record can be in accordance with Section 65B(1), together with the requisite certificate under Section 65B(4).

-What is laid down in Section 65B as a precondition for the admission of an electronic record, resembles what is provided in the second part of Section 136. Evidence Act, and gong by the requirements of Se.136, the computer output becomes admissible if the fact sought to be proved is relevant. But such a fact is admissible only upon proof of some other fact namely, that it was extracted from a computer used regularly etc.

18. The learned counsel for defendant No.2 also has placed reliance upon a subsequent judgment of the Apex Court in **(*2022) 7 SCC 581 Ravinder Singh alias Kaku vs. State of Punjab*** wherein similar observations has been made.

19. In the present case along with Ex.P.44 the plaintiff has also produced the certificate as required under the then Sec.65(B) of Indian Evidence Act. No objection were raised while admitting the said certificate in evidence and also nothing is forthcoming in the cross examination on the validity or otherwise of the said certificate. Therefore the scanned copy of the cheque produced at Ex.P.4 supported by the certificate as required under the then Indian Evidence Act has to be treated as suffice accepting the instrument as admissible in law. Moreover the amount mentioned in the cheque at Ex.P.44 has in fact been discounted by the plaintiff by raising a debit note and there is no claim with respect to the said amount and the claim only subsist for the balance amount which is the suit claim. Hence for these reasons I answer **Issue No.1 in the Affirmative and Issue Nos. 2and 3 in the Negative.**

20. ISSUE No.4:- The plaintiff is seeking repayment of the said amount with interest at the rate of 24% p.a. The invoices produced at Ex.P.4 to P.25 all carry terms requiring the payment of interest at 24% p.a. on the unpaid amounts after 30 days. As the defendant has failed to substantiate payment of the entire amount due under the invoices and further the plaintiff being successful in establishing that the defendants are due to pay the suit claim, the plaintiff would be entitled to recover the said amount with interest at 24% p.a. from the date of suit till realization. Accordingly I answer **Issue No.4 in the Affirmative.**

21. **<u>ISSUE No.5:-</u>** The plaintiff has sought for direction that the defendants shall pay the suit claim with interest at 24% p.a. as mentioned above it is not in dispute that defendant No.1 is a registered partnership firm of which the defendant Nos.2 and 4 and one Mr. Sunil Kumar are the partners. The defendant No.3 arrayed in the suit happens to be the wife of said Sunil Kumar. Admittedly she is not a partner of the defendant No.1. It is not the case of the plaintiff that Mr. Sunil Kumar has ceased to become a partner and in his place defendant No.3 has been subsequently inducted as a partner. Therefore in the absence of clear pleadings and in the absence of evidence to show that as on the date of suit or as on the date of supply and receipt of the materials and raising of the invoices the defendant No.3 being a partner of defendant No.1, no liability can be fastened upon her. On the other hand the plaintiff would be entitled to recover the outstanding amounts due to it from defendant Nos.1, 2 and 4. They become jointly and severally liable to pay to the plaintiff the suit claim as prayed. Accordingly I answer **Issue No.5 partly in the Affirmative.**

22. **ISSUE No.6:-** For the aforesaid reasons, I pass the following.

ORDER

Suit of the plaintiff is ***decreed in part with costs.***

Defendant Nos.1, 2 and 4 are jointly and severally liable to pay to the plaintiff a sum of ***Rs.50,30,047/- (Rupees Fifty Lakhs Thirty Thousand and Forty Seven Only*** with interest at 24% p.a. from the date of suit till realization.

Draw decree accordingly.

Office to send soft copy of the judgment to respective parties on their email if furnished.

[Dictated to the Stenographer Grade-III, transcribed by her, corrected and signed by me then pronounced in the Open Court, dated **this the 16th day of July 2026**]

ARJUN SRINATH MALLUR

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Date: 2026.07.16 17:10:02 +0530

(ARJUN. S. MALLUR)
LXXXV Addl.City Civil & Sessions Judge,
Bengaluru.

A N N E X U R E

LIST OF WITNESSES EXAMINED ON BEHALF OF PLAINTIFF:

PW-1	Mr. S Jayaraman
PW-2	Mr. Sudarshan B
PW-3	Mr. Mahesh K

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE PLAINTIFF

Ex.P.1	Dealer Application Form.
Ex.P.2	Outstanding statement.
Ex.P.3	Balance confirmation.
Ex.P.4 to 25	22 tax invoices.
Ex.P.26	Notice dated 11.11.2017.
Ex.P.27 to 31	5 postal receipts.
Ex.P.32	Notice dated 27.11.2017.
Ex.P.33 & 34	2 Postal envelopes.
Ex.P.35	Notice dated 26.02.2018.
Ex.P.36 & 37	2 postal receipts.
Ex.P.38 & 39	2 Track Consignments.
Ex.P.40	Notice dated 16.03.2018.
Ex.P.41 & 42	2 Postal acknowledgments.
Ex.P.43	Notary copy of the Power of Attorney dated 14.03.2018.
Ex.P.44	Scanned copy of cheque bearing No.701598.
Ex.P.45	Certificate u/S 65B of the Indian Evidence

	Act.
Ex.P.46	Certified copy of the judgment and decree passed in Com.O.S.No.6195/2018
Ex.P.47	Certified Copy of the bank statement
Ex.P.48	Certified copy of the letter dated 19.04.2022 given by the Manager
Ex.P.49	Account opening Form
Ex.P.50	Certified copy of VAT registration certificate
Ex.P.51	Bank certified copy of the account opening form with KYC documents.
Ex.P.52	Bank certified copy of the statement of account for the period 01.04.2017 to 31.03.2019.
Ex.P.53	Bank certified copy of the statement regarding dishonor of the cheques – 3 in number.
Ex.P.54	Bank certified copy of the statement of account for the period 27.04.2017, 04.03.2017 and 23.02.2017.
Ex.P.55	Bank certified copy of the specimen signature record.

LIST OF WITNESSES EXAMINED ON BEHALF OF THE DEFENDANT

DW-1	Ms.Shobha K S
DW-2	Ms.Chandrakala I S
DW-3	Ms.Vanitha T

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE DEFENDANT

	Nil

ARJUN SRINATH MALLUR

Digitally signed by ARJUN SRINATH MALLUR
Date: 2026.07.16 17:10:08 +0530

(ARJUN. S. MALLUR)
LXXXV Addl.City Civil & Sessions Judge,
Bengaluru.