

STATE OF KERALA
IN THE COURT OF THE JUDGE, COMMERCIAL COURT
ERNAKULAM

Present:

Smt. Rehana Rajivan, Judge, Commercial Court
Thursday the 12th day of June, 2025/ 22nd Jayishta 1947

CS No. 239/2022

Plaintiff:

Natural Wood & Veeners Pvt. Ltd., Vettickal.P.O, (via)
Mulanthuruthy, Kochi-682314, rep.by its Manager Anil Kumar .P

By Advs. Bini Saramma, V. Krishna Menon and E.K. Madhavan

Defendants :

1. Aura Terminology, Thannikal Junction, Elamakkara, Kochi-682026.
2. Basil Thomas, Kakkankuriyil house, Vadakkumbhagam,
Kottappady.P.O-686695.
3. Manu.K.M, 335-A (5/513-A), Kalazhathu house, Aluva East-683105.

Set exparte

The Suit having been come up for hearing before me on 05.06.2025 and the
Court on 12.06.2025 delivered the following:

JUDGMENT

The suit is filed for recovery of money of Rs. 11,34,022/- together with interest and costs from the defendants.

2. The gist of the plaintiff's case: The plaintiff is a company registered under the Companies Act, 1956, has filed this suit against the defendants, a partnership firm, its managing partner and partner for recovery of dues amounting to ₹11,34,022. The plaintiff supplied decorative and commercial plywood to the defendants for a sum of rupees 13,13,310/-. The defendants paid an amount of rupees 4,08,558/- and the balance outstanding is rupees 9,04,752/-. The first defendant issued a cheque for rupees 9 lakhs towards the discharge of said liability. The plaintiff presented the cheque for collection, but it was dishonored. Despite demanding payment by virtue of legal notices, the defendants have defaulted in repayment, prompting the plaintiff to file this suit to recover the outstanding amounts along with interest and costs.

3. The defendants remained absent and were set exparte.

4. Heard.

5. The following point is raised for consideration:-

Is the plaintiff entitled to get the suit amount from the

defendants 1 to 3 as prayed for?

6. PW1 was examined and Exts.A1 to A6 documents were marked from the side of the plaintiff.

7. **The Point** : The suit is one for realisation of money. The plaintiff pleads that the plaintiff supplied decorative and commercial plywood for rupees 13,13,310/- to the defendants and they repaid only an amount of rupees 4,08,558/- and issued a cheque for rupees 9 lakhs towards the balance payment which was dishonored. According to the plaintiff, despite repeated demands and a lawful legal notice, the defendants have defaulted in repayment. The present manager of the plaintiff company offered himself for examination and he filed an affidavit supporting plaintiff claim. He produced 6 exhibits to prove the case.

8. Exhibit A1 is the extract from the board of directors' meeting held on July 22, 2022, which authorizes the Manager to file and verify the suit. The A2 series consists of 20 invoices that prove materials were supplied to the defendants. Exhibit A3 is a copy of the lawyer's notice issued by the plaintiff, demanding payment of outstanding dues. This notice was received by the second defendant, but the other defendants refused to accept it. The

acknowledgment card and the returned notices are marked as Exhibits A4 to A6.

9. The plaintiff company has established a clear and cogent case through unchallenged documentary evidence. The defendant, having remained ex parte, has not contested any of the allegations or the documents produced, thereby admitting the veracity of the plaintiff's claims. The affidavit filed by the plaintiff's manager, reaffirming the averments in the plaint and supporting the documentary evidence, further strengthens the case.

10. The invoices produced prove that the defendant purchased decorative and commercial plywood from the plaintiff company. The evidence further shows that the defendant defaulted repayment. It also prove that despite repeated demands and a legal notice, the defendants have not made any payments.

11. Given these undisputed facts and the absence of any legal or factual challenge, I find that the suit is only to be decreed in favour of the plaintiff company.

12. The testimony of PW1, supported by the presented documents, proves that the defendants 1 to 3 are indeed liable to pay the specified amount to the

plaintiff. Consequently, I find that the plaintiff has successfully substantiated the suit claim, and thus, the suit is to be decreed.

3. **In the result**, the suit is decreed with costs of the plaintiff as follows:-

The defendants 1 to 3 are directed to pay an amount of Rs.11,34,022/- (Rupees Eleven lakhs thirty four thousand and twenty two only) together with interest at the rate of 12% per annum, from the date of suit viz 10.08.2022, till the date of realisation and costs to the plaintiff within one month from the date of decree, failing which the plaintiff is entitled to realise the same from the defendants and their assets, through the process of court.

(Dictated to the confidential Asst. transcribed and typed by her, corrected and pronounced by me in open court on this the 12th day of June, 2025.)

Rehana Rajivan
Judge, Commercial Court

APPENDIX:

Exhibits marked from the side of Plaintiff:

A1	--	Copy of the board resolution
A2	20.09.2019	Copy of Invoice No. 113

A2(a)	28.09.2019	Copy of Invoice No. 145
A2(b)	04.10.2019	Copy of Invoice No. 149
A2(c)	04.10.2019	Copy of Invoice No. 150
A2(d)	09.10.2019	Copy of Invoice No. 154
A2(e)	11.10.2019	Copy of Invoice No. 158
A2(f)	19.10.2019	Copy of Invoice No. 169
A2(g)	26.10.2019	Copy of Invoice No. 178
A2(h)	26.10.2019	Copy of Invoice No. 179
A2(i)	13.11.2019	Copy of Invoice No. 197
A2(j)	14.11.2019	Copy of Invoice No. 202
A2(k)	15.11.2019	Copy of Invoice No. 205
A2(l)	15.11.2019	Copy of Invoice No. 206
A2(m)	18.11.2019	Copy of Invoice No. 208
A2(n)	19.11.2019	Copy of Invoice No. 210
A2(o)	20.11.2019	Copy of Invoice No. 211
A2(p)	11.12.2019	Copy of Invoice No. 229
A2(q)	11.12.2019	Copy of Invoice No. 230
A2(r)	12.12.2019	Copy of Invoice No. 231
A2(s)	16.12.2019	Copy of Invoice No. 234
A3	24.06.2022	Copy of demanding payment
A4	--	A/D card duly signed by the 2 nd defendant
A5	24.06.2022	Postal cover with notice returned with endorsement
A6	24.06.2022	Postal cover with notice returned with endorsement

Exhibits marked from the side of Defendant: NIL

Witness Exhibits Marked: NIL

Witness examined from the side of Plaintiff:

PW1 21.03.2025 Anilkumar.P

Witness examined from the side of Defendant: Nil

Id/-
Judge, Commercial Court

Typed by :
Comp. By :

CS No. 239/2022
Judgment Dated: 12.06.2025