

**IN THE COURT OF SHRI DEVENDER KUMAR, DISTRICT JUDGE
(COMMERCIAL COURT-01), EAST DISTRICT
KARKARDOOMA COURTS : DELHI**

CS (Comm) No. 163/2025

Real Innerspring Technologies Pvt. Ltd.

Regd. Office: 111, M.J. Shopping Centre,
3A, Veer Savarkar Block, Shakarpur,
Delhi -110092

(through its authorized official)

.....Plaintiff

Versus

Hotel Pranaminn Pvt. Ltd.

(through Sh. Chittaanjan Mallick, Managing Director)
P-1, Jaydev Vihar, Near Kalinga Hospital,
Khordha (Orissa) Pin- 751023

.....Defendant

Date of institution	:	28.05.2025
Date of reserving judgment	:	30.10.2025
Date of judgment	:	17.11.2025

J U D G M E N T :

1. Vide this judgment, I shall dispose off a suit for recovery of Rs. 16,35,899/- along with pendente-lite and future interest @ 24% per annum filed by the plaintiff and against the defendant. Brief facts of case are as under:

2. Plaintiff is a company incorporated under the Companies Act, 1956 and is engaged in the business of manufacturing of world renown premium quality King Koil brand of mattresses and bedding accessories and is being represented by Mr. Naveen K Gupta, Head of Accounts & Finance, who is authorized to institute this suit on behalf of the company through Board Resolution dated 20.02.2025. It is further alleged that the defendant is a company and purchased material from the plaintiff and the plaintiff raised proforma invoice of Rs. 12,86,260/- dated 19.10.2023, which was duly confirmed by the defendant and the plaintiff dispatched material on 07.12.2023 through transporter vide Invoices no. 239603387 dated 26.12.2023 of Rs. 6,17,859/- and Invoice no. 239603446 dated 30.12.2023 of Rs. 6,68,401.12/-. It is further alleged that as per proforma invoice dated 19.10.2023, the payment against purchase order was to be made within 7 days on receipt of material, otherwise interest @ 24% per annum was payable.

2.1. Plaintiff has further alleged that material was duly delivered at the destination of the defendant on 02.01.2024 and 06.01.2024 respectively. It is further alleged that debit notes were raised by the plaintiff and the defendant acknowledged those debit notes through speed post vide receipt dated 05.03.2025. It is further alleged that the defendant failed to pay amount despite repeated requests and emails and amount of Rs. 12,86,260/- became outstanding which could not be paid despite repeated requests, hence present suit for principal amount and interest @ 24% per annum.

2.2. Plaintiff has further alleged that the plaintiff served demand notices dated 22.11.2024 and 15.03.2025 but the defendant failed to pay due amount despite service. It is further alleged that the plaintiff approached to DLSA for pre institution mediation but the defendant again failed to appear and matter returned back as non-starter vide report dated 05.05.2025. Plaintiff has prayed for a decree of amount of Rs. 16,35,899/- along with interest @ 24% per annum.

3. Defendant was duly served but failed to appear despite service and was proceeded ex-parte vide order dated 01.09.2025.

4. To prove case, the plaintiff has examined PW Naveen Kumar Gupta, who has repeated averments of the plaint during his examination-in-chief and has relied upon the documents Ex.PW1/1 to Ex.PW1/37 except Ex.PW1/10 & Ex.PW1/11 as the same were de-exhibited and marked as Mark X and Mark Y.

5. I have heard the arguments and perused the record. With the unrebutted testimony of PW1, the plaintiff has proved that this suit has been instituted by Mr. Naveen Kr. Gupta, Head of Accounts and Finance, who was authorized by the company through Board Resolution Ex.PW1/3. It is further proved that the defendant approached to the plaintiff company for supply of mattresses and bedding accessories vide proforma invoice Ex.PW1/6 of Rs. 12,86,260/- and placed purchase order of material Ex.PW1/7 through its Managing Director. It is further proved that material was dispatched through transport carrier and was duly delivered through receipts Mark X and Mark Y and the plaintiff raised tax invoices Ex.PW1/8

and Ex.PW1/9. It is further proved that the defendant delayed payment due to the plaintiff raised debit notes Ex. PW1/12 and Ex.PW1/13, which were also sent to the defendant through speed post vide postal receipt Ex.PW1/14 and duly served through tracking report Ex.PW1/15. It is further proved that the plaintiff maintained regular ledger of the defendant in regular course of business and the plaintiff supplied total material of Rs. 12,86,260/-, but defendant has not paid amount since 15.03.2025 and now an amount of Rs. 16,35,899/- is outstanding towards the defendant including principal amount of Rs. 12,86,260/- and interest @ 24% per annum. It is further proved that the plaintiff sent various emails Ex.PW1/18 to Ex.PW1/26 to the defendant, which were duly replied by the defendant through reply emails Ex.PW1/27 to Ex.PW1/31, but the defendant failed to pay amount despite acknowledgment of liability. It is further proved that the plaintiff served legal demand notices Ex.PW1/32 & Ex. Ex.PW1/35 through postal receipts Ex.PW1/33 & Ex.PW1/36, which were duly served through tracking reports Ex.PW1/34 & Ex.PW1/36, but still no payment was made. It is further proved that as per ledger account Ex.PW1/16, an amount of Rs. 16,35,899/- was outstanding towards the defendant as on 28.02.2025. As such, PW1 has proved that the plaintiff is entitled for recovery of suit amount.

7. So far as rate of interest is concerned, the plaintiff has charged interest @ 24% per annum and invoices Ex. PW1/8 and Ex.PW1/9 are containing interest clause @ 24 % per annum. As such, the plaintiff is entitled for interest @ 24% per annum against outstanding amount as agreed by the parties.

8. Keeping in view of the facts and circumstances of this case, I am of the opinion that the plaintiff is entitled for a decree of Rs. 16,35,899/- along with interest @ 24% per annum, payable the date of filing of this suit till its realization, along with cost of this suit. Decree Sheet be prepared accordingly. File be consigned to Record Room.

ANNOUNCED IN OPEN COURT
ON 17th day of November, 2025

(DEVENDER KUMAR)
District Judge (Commercial Court-01)
East District
Karkardooma Courts, Delhi