



**IN THE COURT OF V ADDITIONAL DISTRICT AND SESSIONS
JUDGE, TUMKUR (SITTING AT TIPTUR).**

Com. O.S. No.10013/2025

Plaintiff/s : Sri. Adi Shakthi Associates

V/s

**Defendant/s : Manvantra Aqua Eco Carbon
Private Ltd., and others**

ISSUES

1. Whether the plaintiff proves that the defendants No.1 to 5 placed purchase order and purchased coconut shell charcoal from the plaintiff from 2021-2022 to 2023-2024 under a running account and a total sum of Rs.2,40,97,772/- was due and payable by defendants No.1 to 5, out of which Rs.63,00,000/- has been paid, leaving a balance of Rs.1,77,97,772 and defendants agreed to pay interest at the rate of 12% per annum on delayed payments as per contract, trade usage or custom?
2. Whether the plaintiff proves that despite repeated oral demands and issuance of legal notice dated 30.04.2025, the defendants failed to repay the outstanding amount?
3. Whether the plaintiff proves that defendants No.2 to 5, being directors and persons in charge of



defendant No.1 company, are jointly and severally liable for the dues of the company?

4. Whether the plaintiff proves that the sale of the schedule property dated 04.10.2024 by defendants No.3 and 5 in favour of defendants No.6 and 7 is a collusive transaction, effected to defeat the lawful claim of the plaintiff and is hit by the doctrine of lis pendens and hence not binding on the plaintiff?
5. Whether the plaintiff proves that defendant No.8 has financed the transaction without proper due diligence, despite the subsisting liability and is consequently not entitled to claim protection as a secured creditor?
6. Whether the defendants No.1 to 5 prove that they have not placed purchase order to the plaintiff and the defendant No.3 has not signed any purchase order and not liable to pay balance amount of Rs.01,77,97,772/- along with interest at the rate of 12% per annum?
7. Whether defendants No.6 and 7 prove that they are bona-fide purchasers for value without notice of the plaintiff's claim prior claim and subsisting liability of defendants No.1 to 5?



8. Whether the defendant No.8 proves that the suit is not maintainable for want of privity of contract and absence of cause of action, and that it has acted bona-fide with due diligence in sanctioning the loan and creating valid mortgage over the schedule property and is neither a necessary nor a proper party to the present suit?
9. Whether the plaintiff is entitle for the amount of Rs. 2,27,81,490/- with current interest at the rate of 12% P.A., from the date of suit till realization?
10. What order or award?

Sd/-

(Hemanth Kumar C.R.)

V Addl. District & Sessions Judge,
Tumkur (Sitting at Tiptur)

Place: Tiptur
Date:01.06.2026