

KAUP010019312025



**IN THE COURT OF THE II ADDITIONAL
DISTRICT/COMMERCIAL COURT JUDGE AT UDUPI**

Present

Sri.A.SAMIULLA. B.Sc, LL.B.,

**II Addl. District & Sessions Judge,
Udupi.**

Dated: 20th Day of June 2026

Com.OS.No.153 of 2025

*** * ***

PLAINTIFFS:

- 1.** M/s Delight Equipment International,
Nandikur Industrial Area,
Nandikur, Plot No.5 Udupi-574111
Being Partners of Firm
- 1(a)** Sri.Shaikh Mohammed Manzar,
S/o Kasim, Age;52 years,
R/at D.No.4-153,
BK Manzil, Near Mosque,
Belvai Post, Mangalore-574213.
- 1(b)** Sri.Nassir Thekkepurath,
S/o Ummer, Age; 57 years,
R/at Nimmis Cottage, Olakkad,
Kayaralam, Mayyil, Kannur-670602.
All are r/by its GPA Holder
Sri.Mohammed Mazar,
S/o B.Kasim Saheb,
Age; 50 years, R/at D.No.4-153,
BK Manzil, Near Mosue,
Belvai Post, Mangalore-574213.

(By Sri.SA)



Versus

DEFENDANTS:

1. M/s Shilpi Enginerring Pvt. Ltd.,
D504 and D505, 5th Floor,
Tower-2, Seawoods Grand Central,
Sector 40, Seawoods,
Navi Mumbai-400706,
R/by its Managing Director.
2. Sri.Hariharan Narayan Thandappallil,
Age;50 years,
Director of Shilpi Engineering Pvt. Ltd.,
504 and D505, 5th Floor,
Tower-2, Seawoods Grand Central,
Sector 40, Seawoods,
Navi Mumbai-400706.
3. Sri.Tomy Mathew, Age; 55 years,
Director of Shilpi Engineering Pvt.Ltd.,
504 & D505, 5th Floor,
Tower-2, Seawoods Grand Central,
Sector 40, Seawoods, Navi Mumbai-400706.

(Ex parte)

Date of Institution	31.10.2025		
Nature of the Suit	Recovery of Money		
Date of recording of evidence	23.04.2026		
Pronouncement of judgment	20.06.2026		
Total duration	YY 00	MM 07	DD 20

***II Addl. District & Sessions Judge,
Udupi.***



J U D G M E N T

Suit is for recovery of ₹23,95,152 with future interest at 18% per annum, till realization.

2. Facts in brief; The plaintiff-1 is a partnership firm carrying on the business of supplying & servicing high-preserve hydro-jetting equipment, tubes, bundle extractors, dewatering centrifugal pumps and related accessories. Defendant-1 is a Private Limited Company. Defendants-2 & 3 are its directors. They have been actively participating in the business affairs & management of the company, which is undertaking mechanical and civil project for various industries.

i) The defendants being aware of plaintiffs' business, approached them for supply of services and machinery required at the BPCL Kochi Refinery site of the defendants. After mutual discussions, the defendants issued a work order SEPL/KS/BPCL-KR/



BP/DEIL/2022/dated 08.08.2022 to the plaintiffs.

Under the said work order, the defendants hired two numbers of bundle extractors along with professional manpower. The plaintiffs complied with all the terms and conditions set forth in the said work order and rendered services accordingly.

ii) The plaintiffs further submit that upon successful completion of the work; it raised the following invoices:

a) Invoice DEI/014/2022-23 dated 06.10.2022 for ₹1,42,780

b) Invoice DEI/015/2022-23 dated 01.08.2022 for ₹24,06,020.

iii) Defendants have made a part payment of ₹10 lakhs on 26.09.2022. After deducting the said part payment, the balance amount payable by the defendants is ₹15,48,800 along with future interest at



18% per annum. In respect of the services and machinery hired by the defendants, the plaintiffs have maintained books of accounts as per standard business practice and the said amount is due and payable. The defendants are liable to pay interest at 18% per annum.

iv) The plaintiffs submit that whenever they contacted the defendants to make the due payment, the defendants kept assuring that they would pay the amount within some time. Therefore, with an intention to maintain good relationship with clients, the plaintiffs didn't take any legal course of action at that point in time. However, taking advantage of the plaintiffs' bonafide conduct, the defendants dragged the matter for two and half years, without paying any amount towards the principal or interest till date.



v) The plaintiffs further submit that they issued a legal notice dated 04.10.2025, calling upon the defendants to pay the balance amount of ₹15,48,800 with interest at 18% per annum from 01.11.2022 till date of realization, within seven days from receipt of notice. Despite service of notice on 04.10.2025, the defendants have failed to make the payment.

vi) The present liability has arisen out of a commercial transaction. Therefore, the plaintiffs are filing the present suit before the Commercial Court.

vii) The plaintiffs submit that as per the business practice, they are charging interest at 18% per annum on amounts due from the defendants in respect of transactions between them in schedule 'A' annexed to the plaint. The defendants are also liable to pay future interest and costs of litigation. Despite various efforts



made by the plaintiffs, including issuance of legal notice dated 04.10.2025, no positive result was yielded.

viii) The cause of action for the suit arose on 06.10.2022 and 01.11.2022, being the dates on which the plaintiffs raised invoices. And the date on which the legal notice dated 01.10.2025 demanding payment was served on the defendants. Hence, the suit is filed.

3. Along with plaint, plaintiffs filed IA-II under Section 12A of the Commercial Courts Act seeking leave of the Court to file the suit dispensing with the process of pre-institution mediation. Having regard to the facts and circumstances of the case, this Court permitted the plaintiffs to file the suit without exhausting process of pre-institution mediation.



4. After registration of suit; summons were issued; in spite of service of summons; defendants remained absent; consequently, they were placed *ex-parte*.

5. Following points arise for consideration;

POINTS

1. *Whether plaintiffs prove that, defendants issued work order dated 08.08.2022 to them and they have carried out the work?*
2. *Whether plaintiffs prove that; the defendants are in due of ₹15,48,800 as claimed?*
3. *Whether plaintiffs prove that they are entitled for interest at 15% per annum from 01.11.2022 till 24.10.2025 and further proves that they are entitled for future interest 18% per annum as prayed?*
4. *Whether suit is in time?*
5. *What relief plaintiffs are entitled for?*
6. *What Order or Decree?*

6. To prove the case; plaintiffs examined their GPA Holder Sri.Mohammed Mazar as Pw1; documents Exhibits P1 to P11 were marked.

7. Heard arguments; Perused records.



8. Answer to the above points is as follows;

Point-1: Affirmative.

Point-2: Affirmative.

Point-3: Partly affirmative.

Point-4: Affirmative.

Point-5: Partly affirmative.

***Point-6: As per final order
for the following;***

REASONS

9. **Points-1 & 2:** Taken together for discussion.

10. Plaintiffs asserted that; plaintiff-1 is doing business of supplying and servicing high-preserve hydro jetting equipment, tubes, bundle extractors, de-watering centrifugal pumps and related accessories. Whereas, the defendant-1, a Private Limited Company is undertaking mechanical & civil project for various industries.

11. In this case, initial burden of proof is on the plaintiffs. To discharge burden; Plaintiffs GPA Holder filed affidavit evidence reiterating plaint averments. He



stated that the defendants issued a work order SEPL/KS/BPCL-KR/BP/DEIL/2022-022 to the plaintiff-1 firm, under which the defendants hired two numbers of bundle extractors along with professional manpower from plaintiffs, which has been complied with all the terms and conditions set forth in the work order & issued invoices DEI/014/2022-23 dated 06.10.2022 for ₹1,42,780 and DEI/015/2022-23 dated 01.11.2022 for ₹24,06,020. He further stated that the defendants have make a part payment of ₹10 lakhs on 26.09.2022 and they are in due of ₹15,48,800. In spite of demands and issuance of legal notice they failed to pay the amount in due. They are liable to pay the due amount with future interest at 18% per annum.



12. To justify verbal evidence; plaintiffs relied on the documents (Exhibits P1 to P11). Exhibit P1; General Power of Attorney. Exhibits P2 & P3; current and saving account statement of plaintiff-1 firm, wherein it is indicated that on 26.09.2022 the defendant-1 company paid an amount of ₹9,80,000 to the plaintiff-1 firm via RTGS. Exhibit P4; Tax invoice dated 01.11.2022, raised in the name of defendant-1 company wherein the work order No.SEPL/KS/BPCL-KR/BP/DEIL/2022-022 dated 08.08.22 is mentioned and the outstanding due amount is shown as ₹24,06,020. Exhibit P5; Tax invoice dated 06.10.2022, raised in the name of defendant-1 company wherein the work order No.SEPL/KS/BPCL-KR/BP/DEIL/2022-022 dated 08.08.2022 is mentioned and the outstanding due amount is shown as ₹1,42,780. In



Exhibit P4 the nature of work is shown as hire charges-40T tube bundle extractor and operator charges-40T bundle extractor. In Exhibit P5 the nature of work is shown as Transportation charges (from Padubidri, Udupi District to BPCL, Kochi) bundle extractor with accessories 40 Feet container 2 numbers. Exhibit P6; legal notice dated 04.10.2025 issued by the plaintiffs to the defendants calling upon them to pay the outstanding sum of ₹15,48,800. Exhibit P7; Speed post receipts. Exhibit P8 to P10; Speed post tracking updates wherein it is mentioned that notices served to the defendants. Exhibit P11; Certificate under Section 63 of BSA.

13. The oral & documentary evidence made available by the plaintiffs is left unchallenged. Defendants failed to contest the suit, which shows that they have no



defense to the claim put forth by the plaintiffs. Genuineness & admissibility of documents stated *supra* are not in dispute. There is no reason to disbelieve said documents. Factual matrix remained intact. In the absence of contrary absolutely there is no impediment to believe the plaintiffs case.

14. The plaintiffs successfully demonstrated that; the defendants placed work order and the plaintiff-1 firm carried the work as per the terms and conditions. Defendants are in due of ₹15,48,800. Plaintiff-1 firm is entitled for the recovery of said amount. Hence, points-1 & 2 are answered in the affirmative.

15. Point-3: The defendants are in due of ₹15,48,800 to the plaintiffs. The plaintiffs claim past (01.11.2022 to 24.10.2025) interest at 15% per annum, pendente lite and future interest at 18% per annum.



Proviso to Section 34 CPC envisages that;
Provided that where the liability in relation to the sum so adjudged has arisen out of a commercial transaction, the rate of such further interest may exceed six percent per annum, but shall not exceed the contractual rate of interest or where there is no contractual rate, the rate at which moneys are lent or advanced by nationalized plaintiff firms in relation to commercial transaction.

The material placed on record depicts that there is no contractual rate of interest between the parties. The nature of transaction in question is a commercial transaction. Considering the nature of transaction and the amount involved in the lis, this Court is of opinion that if the past, pendentelite and future interest at 10% per annum is awarded it will meet the ends of justice. Thus, plaintiffs are entitled for interest



at 10% per annum from 01.11.2022 till the date of payment. Accordingly, point-3 is answered in the partly affirmative.

16. Point-4: The first invoice was raised on 06.10.2022 and the second invoice was raised on 01.11.2022. The suit is filed on 31.10.2025. Suit is filed within three years from the date of second invoice. Hence, point-4 is answered in the affirmative.

17. Point-5: Discussion *supra* manifest that; plaintiffs prove that the defendants placed work order; plaintiff-1 firm complied the work order; defendants paid part amount and they are in due of ₹15,48,800, which they are liable to pay with interest at 10% per annum. Accordingly, point-5 is answered.

18. Point-6: By virtue of findings *supra* Court proceeds to pass the following;



ORDER

Suit is decreed in part with costs.

Defendants are directed to pay **₹15,48,800** along with past, *pendente lite* and future interest **10% per annum**, from 01.11.2022 till its complete realization, within three months from the date of decree.

Draw decree accordingly.

(Dictated to the Stenographer transcribed and typed by her directly on computer, corrected and initialed by me and then pronounced in the open Court on 20.06.2026)

(A.SAMIULLA)
II Addl. District & Sessions Judge,
Udupi.

ANNEXURE

Number of witness examined on behalf of plaintiff:-

Pw.1 Sri.Mohammed Mazar

List of documents marked on behalf of plaintiff:-

Ex.P1	General Power of Attorney
Ex.P2	Statement of account
Ex.P3	Statement of account
Ex.P4	Tax Invoice



Ex.P5	Tax Invoice
Ex.P6	Legal Notice
Ex.P7	Three postal receipts
Ex.P8 to P10	Track consignment report
Ex.P11	Certificate under Section 63 of BSA

Number of witnesses examined for defendants:- Nil

List of the documents marked for defendants:- Nil

***II Addl. District & Sessions Judge,
Udupi.***