

IN THE COURT OF THE ADDITIONAL MUNSIFF, CHERTHALA

Present: Sri. Mahesh. M., Additional Munsiff

Wednesday, the 11th day of March, 2026/ 20th Phalgunam, 1947.

O.S. No.518/2022

(Filed on 11.10.2022)

Plaintiff:-

Chennai Reclamations Pvt. Ltd,
K-76, KINFRA Integrated Industrial and Textile Park,
Kanjikode, Kanjikode East P O, Palakkad, Kerala -678 621,
represented by its Managing Director.

By Adv.T.Jayakrishnan & Adv.S.Lekha

Defendant:-

Sofine Decors Pvt. Ltd., Industrial Estate,
Mayithara, represented by its Managing Director.

Exparte

This Suit having been finally heard on 20.02.2026 and the court on 11.03.2026 passed the following:-

J U D G M E N T

Suit for money.

2. The plaint averments in brief:-

Plaintiff is a private limited company having its registered office at K-76, KINFRA Integrated Industrial & Textile Park, Kanjikode, Kanjikode East.P.O, Palakkad, Kerala-678621. Signatory to the plaint is its Managing Director. Plaintiff supplied reclaimed rubber to the defendant. The defendant was prompt in paying the price for the goods supplied by the plaintiff. Now due to some internal issues, the value of goods supplied is not paid to the plaintiff. Being ISO certified companies; the defendants have clear and concrete details regarding the goods supplied and its price due to the plaintiff. Defendant owes an

amount of Rs.44,840/- It is understood that in spite of having sufficient funds, the defendant is not repaying the amount. The accounts kept by the defendants clearly vouch the outstanding liability towards the plaintiff. Hence the suit.

3. Defendant filed written statement contending as follows –

The suit is not maintainable either in law or on facts. It is true that the plaintiff supplied reclaimed rubber to the defendant and now the value of goods supplied is not paid to the plaintiff by the defendant due to some internal issues. But the defendant is only one of the directors of this company got an injunction order in OS 332/2022 against the defendant (Managing Director) as do not enter company. After that the bank account of the company is also freezed and disconnected the KSEB connection in the said company. So that's why the plaintiff is not paid by the defendant properly. The plaintiff himself said that the defendant was prompt in paying the price for the goods supplied by the plaintiff. So that the non payment of the value for the supplied goods is not a deliberate one. The defendant cannot be entered into the company because of the injunction order. So that the defendant is not damn sure that the amount mentioned in the plaint. All the details about the plaintiff and the transaction between the plaintiff and the defendant is kept in the office of the company, situated in the Mayithara Industrial Estate. The bank Account of the company was freezed because of the petition filed by the chairman and 2 directors of the defendant company. As per the memorandum of the company the company's account can be freezed by the resolution passed by the majority of the general body. But here in this company, the chairman himself intentionally freezed the company's account. Since last 2 years the defendant (Managing Director) is under the treatment for liver cirrhosis in Lurdh Hospital, Eranakulam. If the plaintiff has any outstanding amount from the defendant it is only payable from the company's account. It can be only possible after approved by the general body of the company. At present the

company is not working, because of the dispute raised by the chairman of the company. Hence the suit is liable to be dismissed.

4. Considering rival contentions put forward by both parties, the following issues were formulated by the court.

- (1) Whether the Plaintiff is entitled to realise an amount of Rs.44,840/- from the defendant?
- (2) If yes, what rate of interest?
- (3) What is the order as to reliefs and costs?

5. After giving sufficient opportunities for pretrial steps, the case was finally included in the special list for trial. The Plaintiff mounted the box as PW1. The document produced from the side of plaintiffs was marked as Ext.A1. At the time of trial the learned counsel for the defendants submitted no instructions. Hence no cross was recorded.

6. Heard.

7. Issues No.1 to 3 -

All these issues are considered together. The case of the plaintiff is that the defendant company owes him an amount of Rs. 44,840/- on account of supply of reclaimed rubber. On going through the written statement filed by the defendant it can be seen that the defendant is admitting the transaction as well as the liability claimed by the plaintiff. Apart from that for proving his claim the plaintiff has produced Ext. A1 document which is the copy of ledger account given by the defendant to the plaintiff regarding the amount due. The same would go to show that the outstanding amount due to the plaintiff from the defendant is Rs.44,840/-. So the unchallenged oral and documentary evidence would prove the case of the plaintiff. As the transaction between plaintiff and defendant is commercial in nature, this court is of the view that the plaintiff is entitled to

get 18% interest for the plaint amount from the date of suit till its realisation.

In the result, the suit is decreed as follows;

- i. The defendant is directed to pay the plaintiff a sum of Rs.44,840/- (Rupees Forty Four Thousand Eight Hundred and Forty only) with interest at the rate of 18% per annum from the date of suit till the date of realization of the amount. If the defendant fails to pay the amount the plaintiff can realise the same from its assets.**
- ii. The plaintiff is entitled to get the costs of the suit.**

(Dictated to the Confidential Asst. transcribed and typed by her, corrected by me and pronounced in open court this the 11th day of March, 2026.)

Sd/-
MAHESH. M.
ADDITIONAL MUNSIFF

APPENDIX :-

Witness for the Plaintiff:-

PW1 21.01.2026 Lineef.M.A

Exhibits for the Plaintiff:-

A1 Ledger account given by plaintiff from 01.04.2020 to 31.03.2021.

Witness and Exhibits for the Defendant:- NIL

Sd/-
ADDITIONAL MUNSIFF