

MHKO110002332025



Presented On :- 03/02/2025.

Registered On :- 03/02/2025.

Decided On :- 08/05/2026.

Duration :- Ys. Ms. Ds.
01 03 05

IN THE COURT OF CIVIL JUDGE JUNIOR DIVISION,
PETHVADGAON, TAL.HATKANANGLE,
DIST. KOLHAPUR.

(Presided over by Shrinivas A. Kulkarni.)

Summary Civil Suit No.10/2025.

Exhibit No. _____/A

Haresh Traders Through -

Shri. Suresh Choithram Chandwani,

Age – 69 years, Occupation – Business,

R/o. N.H.-04, Shirolu Pulachi,

Tal. Hatkanangle, Dist. Kolhapur.

The Plaintiff.

VERSUS

Shri. Pritam Hotel Dafalapur through

Prop. - Sou. Radhakka Manjunath Yalgar,

Age - 50 yrs., Occupation – Hotel Business,

R/o – A/p. 402/4, M. No. 2069,

Dafalapur, Tal. Jat, Dist. Sangli.

The Defendant.

Claim : Suit for recovery of Rs.2,72,399/-.

Appearances

Shri. R. B. Khade - Learned advocate for the plaintiff.

Ex-parte against defendant.

JUDGMENT.

(Delivered on 08 May, 2026)

The plaintiff has filed suit for recovery of Rs.2,72,399/- (Rs. Two Lakhs, Seventy Two Thousand, Three Hundred Ninety Nine) under Order XXXVII Rule 2 of the Code of Civil Procedure, 1908.

Brief fact of the Plaintiff's case is as below :

02. The case of the Plaintiff, in brief, is that the Plaintiff is a duly registered firm carrying on wholesale business of Liquor at Pulachi Shirol, Tal. Hatkanangle, Dist.Kolhapur in the ordinary course of its trade. Further, it is the case of the Plaintiff that the defendant is the owner and proprietor of Shri Pritam Hotel situated at Dafalapur, Tal. Jat, District Sangli, and is engaged in hotel and allied business. According to the Plaintiff, in the course of business dealings, the Defendant used to purchase various brands of liquor from the Plaintiff on credit, with an understanding that the price thereof would be paid either in cash or by cheque within the agreed period.

03. The Plaintiff further contends that, he maintained regular running account in the name of the defendant during

ordinary course of business, wherein all supplies made to the defendant and payments received from him were duly recorded. As per the said account, after giving credit to the payments made by the defendant, a balance amount of Rs.2,39,321/- (Rs. Two Lakhs, Thirty Nine Thousand, Three Hundred Twenty One) remained due and payable for the period 01/04/2024 to 04/12/2024.

04. It is further the case of the Plaintiff that despite repeated oral and written demands, the defendant failed and neglected to clear the outstanding dues. The Plaintiff, therefore, issued a legal notice dated 16/12/2026 through its Advocate, calling upon the defendant to pay the outstanding amount. Though the said notice was duly served upon the defendant, he neither replied to the notice nor complied with the demand. According to the plaintiff, the defendant has thus committed default in payment of the lawful dues of the plaintiff. Hence, the plaintiff has approached this Court seeking recovery of the outstanding amount along with interest and costs of the suit.

05. On receipt of this suit, summons were issued to defendant for appearance. Record shows that inspite service of summons to defendant vide **Exh.05**, he failed to appear. Hence the present suit is proceeded further ex-party against him.

06. Heard arguments of learned advocate for the plaintiff at length. Considering the materials placed on record and evidence both oral and documentary, the following points are

arisen for my consideration:

Sr. No.	Points	Findings
1.	Whether plaintiff is entitled to recover an amount of Rs.2,72,399/- with the future interest @ 18% ?	Partly Affirmative.
2.	What order and decree ?	As Per Final Order.

REASONS.

07. In support of its claim plaintiff has produced following documentary evidence -

Sr. No.	Documents.	Exhibits.
1.	Ledger Abstract.	09
2.	Postal Receipt.	10
3.	Notice Dated 16/12/2024.	11
4.	Tax invoice dated 30/03/2024.	12
5.	Tax invoice dated 29/03/2024.	13
6.	Tax invoice dated 18/03/2024.	14
7.	Form F.L. I-A dated 30/03/2024.	15
8.	Form F.L. I-A dated 29/03/2024.	16
9.	Form F.L. I-A dated 18/03/2024.	17
10	Copy of License No.35/2003-04.	20

AS TO POINT NO. 1 -

08. The defendant is the owner and proprietor of Shri Pritam Hotel, situated at Dafalapur, Tal. Jat, District Sangli, and is

engaged in hotel and allied business. In the course of business transactions, the defendant used to purchase various brands of liquor from the plaintiff on credit, with an understanding that the price thereof would be paid within the agreed period either in cash or by cheque. The plaintiff has produced on record its statement of account, which shows that a running account was maintained in the name of the defendant in the ordinary course of business. As per the said ledger abstract dated 04/12/2024 at **Exh.09**, after giving credit to the payments made by the defendant, the closing balance of said account is Rs.2,39,321/- (Rs. Two Lakhs, Thirty Nine Thousand, Three Hundred Twenty One) is due for payment.

09. The evidence of the plaintiff further shows that despite repeated oral and written demands, the defendant failed and neglected to clear the outstanding amount. The plaintiff thereafter issued a legal notice dated 16/12/2024 Vide **Exh.11** through its advocate demanding payment of the outstanding dues. The said notice was duly served upon the defendant. However, the defendant neither replied to the notice nor complied with the demand.

10. At this stage, I would like to mention that in view of Order XXXVII Rule 3 of the Code of Civil Procedure, 1908 “the defendant shall not defend the suit referred to in sub-rule 1 unless he enters an appearance and in default of his entering an appearance the allegations in the plaint shall be deemed to be admitted and the plaintiff shall be entitled to a decree for any sum

not exceeding the sum mentioned in the summons together with the interest at the rate specified if any upto the date of the decree.”

11. At the cost of repetition, I would like to mention that defendant is served with summons for appearance vide **Exhibit No.5**, but he failed to appear so, in view of Order XXXVII Rule 3 of the Code of Civil Procedure, 1908 plaintiff is entitled for decree.

12. In the absence of any written statement or evidence from the defendant, the documentary evidence lead by the plaintiff has remained unchallenged and unrebutted. There is no reason to disbelieve the plaintiff's evidence. The plaintiff has successfully proved that, the plaintiff is entitled to recover outstanding amount of Rs.2,72,399/- (Rs. Two Lakhs, Seventy Two Thousand, Three Hundred Ninety Nine). It has been consistently held by Hon'ble Apex Court and Hon'ble High Court that, where the contractual rate appears punitive or unreasonable the court can reduce the rate of interest. Therefore, considering the nature of transaction, the amount involved and the fact that the credit transaction was secured. In my opinion that, the interest at the rate of 08% per annum simple interest would meet the ends of justice. Hence, in the culmination of above discussion, I hold that suit is deserve to be partly decreed. Hence, I answered issue no.1 in partly affirmative and to answer the issue no.2 I proceed to pass the following order.

ORDER

1. The suit is partly decreed with cost.
2. Plaintiff is entitled to recover an amount of Rs.2,72,399/- (Rs. Two Lakhs, Seventy Two Thousand, Three Hundred Ninety Nine) from defendant with interest @ 08% p.a. from the date of final order of the suit till it's realization.
3. Decree be drawn up accordingly.

Peth-Vadgaon.

Date – 08/05/2026.

(Shrinivas A. Kulkarni)

Civil Judge Junior Division, Peth-Vadgaon
Tal.Hatkanangle, Dist. Kolhapur.