

MHPU020044562021



Presented on : 02.07.2021  
Registered on : 27.07.2021  
Decided on : 28.07.2026  
Duration : Y. M. D.  
05 00 01

**IN THE COURT OF 12<sup>th</sup> JOINT CIVIL JUDGE SENIOR DIVISION PUNE,**  
**AT : PUNE**  
**(Presided over by Shri.J.G.Pawar)**  
**Regular Civil Suit No.1140/2021**  
**Exh.No.32.**

**M/s Star Krupa**

A registered partnership firm,  
having its office at  
106/107/108, Indulal Complex,  
1<sup>st</sup> floor, L.B. Shastri Road,  
Navi Peth, Pune – 411030.

Through its Partner

**Mr. Aashish D'souza**

Age: about 38 years, Occu: Business,  
R/at: Indulal Complex, 1<sup>st</sup> Floor,  
L.B. Shashtri Road,  
Navi Peth, Pune - 411030.

**...Plaintiff**

**AND**

**Mr. Prakash Biswan Umale,**

Age: Approx. 42 years, Occu: Business,  
Proprietor,  
Kamini Enterprises  
Plot No. 465, R/H. No. 02,  
Indrakamal Housing Society,  
CIDCO Mahanagar-1, Waluj,  
Aurangabad – 431136.

**...Defendant**

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|                        |   |                        |
|------------------------|---|------------------------|
| Advocate for Plaintiff | – | Shri. R. J. Kudchadker |
| Advocate for Defendant | – | Ex-parte.              |

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**Suit for recovery of an amount of Rs. 78,714/- with interest @ 18 % p.a.**

**J U D G M E N T**  
**(Delivered on 28<sup>th</sup> July, 2026)**

1. Plaintiff has filed this suit for recovery of Rs. 78,714/- alongwith interest @ 18% per annum from the defendant.

2. **Case of Plaintiff -**

Plaintiff firm is doing business of marketing of quality components and cubicles for control panels and other allied ancillary products and materials. On the basis of order placed by defendant, plaintiff had supplied materials to the defendant. Defendant has obtain delivery of material from time to time. Plaintiff issued bills/invoices and received the amount from the defendant from time to time. There was debit balance of Rs. 71,862/- in the account of defendant with the plaintiff as on 13.02.2020. The defendant had agreed to pay the said outstanding amount to the plaintiff. Defendant has issued Cheque No. 099233 dated 25.02.2020 for an amount of Rs. 71,862/-. Plaintiff deposited said cheque for clearing but, dishonoured due to 'Payment stopped by the drawer'.

3. Overall, defendant has committed criminal breach of trust. On 01.03.2020, defendant has transferred Rs. 15,000/- to plaintiff through RTGS. After several requests defendant has failed to repay the said amount. The invoices issued by the plaintiff shows that defendant has agreed to pay interest rate @ 18% p.a.. Therefore, defendant has liable to pay interest rate on such an amount. The plaintiff has issued legal notice on 30.09.2020. Hence, plaintiff constrained to file the present suit and prayed to decree the suit.

4. After due service of RPAD summons as per consignment No.RM304721678IN, defendant has failed to appear before the Court. Therefore, my learned predecessor has passed exparte order on 12.03.2024 against the defendant.

5. Considering the material on record, following points arises for my determination and I have recorded my findings thereon as follows:

| No. | Points                                                                                                  | Findings                                   |
|-----|---------------------------------------------------------------------------------------------------------|--------------------------------------------|
| 1.  | Whether plaintiff proves that amount of Rs. 56,862/- is outstanding against the defendant as asserted ? | In the affirmative                         |
| 2.  | Whether plaintiff proves that he is entitled for the recovery of interest @ 18% p.a. as prayed for ?    | In the partly affirmative.                 |
| 3.  | Whether plaintiff is entitled for recovery of money and interest ? If yes, to what extent?              | In the partly affirmative.                 |
| 4.  | What order and decree ?                                                                                 | Suit is partly decreed as per final order. |

**(Reasons and Findings)**

**As to Point Nos.1 to 4 :**

6. As the appreciation of evidence above points are interlinked, to avoid repetition, I discuss them together.
7. In support of his contentions, plaintiff has examined himself as PW-1 vide Exh.09. The examination in chief of plaintiff is nothing but the replica of plaint. Plaintiff has also filed Certificate issued by the Registrar of Firms, Pune, Ledger Account, Tax invoice No.0797/19-20 for Rs.29,559/- issued by plaintiff to defendant, Tax invoice No.0588/19-20 for Rs.87,803.80/- issued by plaintiff to defendant, Cheque bearing No.099233 alongwith cheque return memo, Email dated 26/06/2019 addressed to defendant by plaintiff, Email dated 17/12/2019 addressed by defendant to plaintiff, Email dated 06/03/2020, Email dated 06/03/2020, Email dated 05/03/2020, Notice dated 30/09/2020. Above documents are produced on record from Exh.15 to Exh.25.

8. On perusal of ledger account extract of defendant firm it appears that since April 2019 till 31.03.2020. There were transaction in between plaintiff and defendant. On 01.03.2020, there was outstanding balance of Rs.56,862/- against the defendant. Further, plaintiff has placed on record the invoices to substantiate his claim. Invoices dated 29.07.2019 and 29.06.2019 depicts that defendant has purchased goods from the plaintiff of Rs. 1,17,362/- by way of two different bills. On 25.02.2020, defendant has issued cheque in favour of plaintiff. After dishonour of said cheque, on 01.03.2020 defendant has repaid Rs. 15,000/- to the plaintiff. The Email correspondence placed on record depicts that plaintiff has time to time informed the defendant about supply of goods and outstanding of sale prices of goods. Lastly, on 30.09.2020, plaintiff has issued notice to the defendant.
9. Further, the plaintiff also examined Ashish D'souza to support the contention of the plaintiff. Defendant has failed to appear and contest the suit filed by the plaintiff. Overall the assertions made by the plaintiff remained unchallenged. Overall record depicts that as on 01.03.2020 an amount of Rs. 56,862.80/- was outstanding against the defendant. Defendant is liable to pay such amount to the plaintiff as per the provisions of the Sale of Goods Act with reasonable interest.
10. As per the provisions of Section 34 of C.P.C. court is empowered to order interest as such rate as the court deems reasonable to be paid on the principal sum adjust from the date of the suit to the date of decree or from the date of decree to the date of payment or to such earlier dates as the court deems, fit.
11. Invoice bills issued by plaintiff show the Clause of 18% per annum would be charged on outstanding amount. However, such clause is unilateral clause and not bilateral contract. As per the principle of '*Unjust enrichment*' such clause appears to be

unreasonable. Interest rate mentioned in the invoice is more than lending rate of Nationalized Banks. Therefore, as per Section 34 of C.P.C. plaintiff is entitled to get the reasonable interest 12% per annum from the filing of suit till entire realization of amount.

12. Further, the defendant has constrained to file present suit, therefore, it is desirable to saddle entire cost on the shoulder of defendant. Hence, I record my findings the Point No.1 in the affirmative, Point No.2 and 3 in the partly affirmative and in reply to Point No.4, proceed to pass the following order.

**:ORDER:**

1. Suit is partly decreed with costs.
2. Defendant is hereby directed to pay an amount of Rs.56,862/- (Rupees Fifty Six Thousand Eight Hundred Sixty Two only) alongwith interest @ 12% per annum to the plaintiff from the date of institution of this suit till its actual realization.
3. Decree be drawn up accordingly.

Date : 28.07.2026

(J. G. Pawar )  
12<sup>th</sup> Jt. Civil Judge S.D., Pune

**C E R T I F I C A T E**

“I affirm that the contents of this P.D.F. File order are same word for word as per original order.”

|                                                                    |   |                                                                  |
|--------------------------------------------------------------------|---|------------------------------------------------------------------|
| Name of Steno                                                      | : | Gulagi P. S. (Steno Gr.II)                                       |
| Court Name                                                         | : | Shri. J. G. Pawar<br>12 <sup>th</sup> Jt.Civil Judge (S.D.),Pune |
| Date of Judgment                                                   | : | 28.07.2026                                                       |
| Judgment dictated on                                               | : | 28.07.2026                                                       |
| Judgment corrected,<br>typed and signed by<br>presiding officer on | : | 28.07.2026                                                       |
| Judgment uploaded on                                               | : | 28.07.2026                                                       |