


MHSN020009482022 	Received on : 25/04/2022
	Registered on : 29/04/2022
	Decided on : 07/03/2026
	Duration : <u>Y</u> <u>M</u> <u>D</u> 03 10 10

**IN THE COURT OF JT. CIVIL JUDGE, SENIOR DIVISION, SANGLI, AT SANGLI.**

**(Presided over by Vibha P. Gaikwad)**

**Summary Civil Suit No.37/2022**

**Exhibit No.40**

V. Ghodavat Fabrics L.L.P, Through )  
Shri. Sachin Jaychand Ghodavat )  
Age – 40 Years, Occu. Business )  
R/o.Block No.632,640, )  
Sangli Kolhapur road, Sangli. ) ... Plaintiff

**Vs.**

1. Smt. Kokilaben Kirtikumar Shaha )  
Age 55 Years, Occu. Business, )  
2. Kum.Dolly Kirtikumar Shaha )  
Age 29 Years, Occu. Business, )  
Both R/o. 2 A Pornima Building, )  
Chandra Milan Society, M.G. road, )  
Mumbai-400057 ) ... Defendants

.....  
Shri. S. S. Shaha, learned counsel for the plaintiff.  
Ex-parte against defendants.  
.....

**JUDGMENT**

**(Delivered on 07/03/2026)**

This is Summary Civil Suit under Order XXXVII of the Code of Civil Procedure, 1908 for recovery of Rs. 12,57,654/- (Rs. Twelve Lakhs Fifty Seven Thousand Sixty Hundred Fifty Four Only) from the defendants.

**Case of the plaintiff in short is as follows :-**

2. The plaintiff is a partnership firm that conducts a large-scale business selling clothes. The plaintiff firm is well known firm in the said business. They have gained fame and there is a great demand for the goods of the plaintiff firm. The plaintiff firm have been selling raw material cloths in wholesale and retail form. The plaintiff firm has maintained separate account statements for each of its customers, and entries in these accounts have been made periodically. The partners, acting on behalf of the plaintiff firm, duly authorized and signed the claim against the defendants. Shri. Kirtikumar shaha is proprietor of Textile World and has been doing business at Zaveri Bhavan, Old Hanuman Line Kalambadevi road, Mumbai for many years and has also a separate GST number. He started purchasing goods of large amount from the plaintiff after getting information about plaintiff's business. Initially, he made payment for it over a period of time. Consequently, the plaintiff relied on the transaction involving the Shri. Kirtikumar Shaha. Thereafter, he demanded a large quantity of textile goods from the plaintiff, citing high market demand for his business. Relying upon the previous transactions of Kirtikumar Shaha, the goods and corresponding bills provided by the Plaintiff are as under:

Sr.No.	Date	Bill No.	Amount
1	05/10/2021	21-22/89	Rs.3,10,540/-
2	11/10/2021	21-22/110	Rs.4,09,079/-
3	22/10/2021	21-22/115	Rs.4,40,079/-
Total			Rs.11,59,698/-

3. Kirtikumar Hiralal Shaha had purchased the above mentioned goods from the plaintiff for an amount of Rs. 11,59,698/-.

He has duly received the aforementioned goods, and the delivery notes confirming their receipt are also in the plaintiff's possession. After accepting the goods purchased from plaintiff, the Kirtikumar Shaha issued two cheques bearing no.535375 of Rs. 3,15,504/- dated 08/10/2021 and cheque no.535382 of Rs.4,09,079/- dated 25/11/2021 of an account maintained with ICICI Bank. He assured the plaintiff that, he would get the cheque encashed, so the plaintiff presented it for payment. However, both cheques were returned with an endorsement 'Account Closed'. When the plaintiff informed Kirtikumar Shaha about the this, the he stated that his health was not good and he was sick. Then he assured that he would arrange the amount soon. However, since he was not taking any action accordingly. The plaintiff was assured that, the defendant is intentionally avoiding payment of money. So the plaintiff issued demand notice through advocate Shri. S.S. Shaha on 09/03/2022 at their residential and business address. Kirtikumar Hiralal Shaha has duly received the notice.

4. It is further contended that, Kirtikumar Hiralal Shaha died on 15/04/2022. After the knowledge of death of Kirtikumar Hiralal Shah, the plaintiff came to know that, the defendants are the only legal heirs of deceased Kirtikumar Hiralal Shaha. The financial condition of deceased Kirtikumar Hiralal Shaha is very good and all his movable and immovable properties, residential house, gold coins, saving accounts amounts, fixed deposits and large capitals are received to the defendants as they are legal heirs of deceased Kirtikumar Hiralal Shaha. Therefore, in this way the entire responsibility for the legal dues of the plaintiff lies with the defendants as the legal heirs of deceased Kirtikumar Hiralal Shaha.

5. Deceased Kirtikumar Hiralal Shaha has not denied the legal due amount of the goods. Also, the legal due amount was accepted by him and the cheques were also given. He never raised any dispute regarding the legal due amount of the plaintiff. The plaintiff prayed for recovery of due amount as under :

Sr.No.	Details	Amount.
1	Due amount pending from defendants	Rs. 11,96,928/-
2	An amount of interest from 22/10/2021 to 25/04/2022.	Rs.53,726/-
3	Notice and other charges	Rs.10,000/-
Total		Rs.12,57,654/-

Hence, the suit claiming recovery of Rs.12,57,654/- along with future interest at the rate of 9 % per annum.

6. In supports of its claim the plaintiff has produced documentary evidence enlisted below :-

Sr.No.	Documents	Exhibits
1.	Cheque No.535375	Exh.30
2.	Cheque No.535382	Exh.31
3.	Bank Memo of Cheque No. 535382	Exh.32
4.	Invoice Bill No. 89	Exh.33
5.	Invoice Bill No.110	Exh.34
6.	Invoice Bill No.115	Exh.35
7.	Ledger account statement	Exh.36
8.	Notice issued through advocate for the plaintiff to defendants.	Exh.37
9.	Postal receipt of notice	Exh.38
10.	Certificate of Section 65(B) of Evidence Act	Exh.39.

7. Heard advocate Shri. S. S. Shaha on behalf of the plaintiff at length.

8. Neither the defendants appeared nor sought leave to defend. The pleadings in plaint remained unchallenged. Therefore, the pleading in the plaint is deemed to be admitted and the plaintiffs are entitled to decree for a sum mentioned in the summons together with the interest as per the provision of Sub Rule 3 of Rule 2 of Order XXXVII of CPC.

9. Taking into consideration purpose of cheque amount and attending circumstances, it would be just and proper to recover cheque amount of Rs.12,57,654/- alongwith interest at the rate of 9% p.a. from date of 25/04/2022 till realization of decretal amount. Hence, I pass the following order :-

### **ORDER**

1. Suit is decreed with costs.
2. The plaintiff is entitled to recover an amount of Rs.12,57,654/- with interest at the rate of 9 % per annum as a due loan amount, from defendants from 25/04/2022 till its full realization.
3. Decree be drawn up accordingly.

Place :- Sangli.  
Date :-07/03/2026.

(Vibha P. Gaikwad)  
Jt. Civil Judge Senior Division,  
Sangli.