

M/s J.K. Energy through Sada Ram vs. M/s Nandini Enterprises

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**IN THE COURT OF NEHA GOYAL, ADDL. CIVIL JUDGE (SENIOR DIVISION),
SONEPAT. (UID No.HR0359)**

HRSO020010082018



Presented on : 28-05-2018
Registered on : 28-05-2018
Decided on : 29-07-2026
Duration : 8 years, 2 months, 1 days

**IN THE COURT OF
Additional Civil Judge (Senior Division) AT Sonipat, Sonipat
Presided Over by Ms. Neha Goyal
CS/759/2018**

M/s J.K. Energy System Pvt. Ltd., Chhotu Ram Chowk, Gohana Road, Sonapat through its Director Sh. Krishan Malik S/o Sh. Sada Ram aged 37 years, r/o H. No.680/29, Gali no.1 Vikas Nagar, Sonapat (Aadhar Card No.520819396093)

.....Plaintiff

Versus

M/s Nandini Enterprises, H. No.183 village Nangla Kubra, P.O. Iqbalpur, District Haridwar-246768 Uttarakhand through its Proprietor Sh. Kapil Kumar.

.....Defendants

**Suit for recovery of RS.10,00,000/- alongwith interest at the rate of 24% per annum
from 10.04.2015 till the day of realization**

Present: Sh. Surender Malik, Advocate for plaintiff.
Defendant proceeded against exparte vide order dated 11.10.2018.

JUDGMENT:

Plaintiff has filed the present suit seeking a decree for recovery by directing the defendant to make the payment of amount of Rs.10,00,000/-alongwith interest at the rate of 24% per annum from 10.04.2015 till the day of realization by way of decreeing the suit for recovery of the plaintiff in favour of the plaintiff and against the defendant, in the interest of justice.

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2. Briefly stated facts of the plaint are that the plaintiff the plaintiff's is Pvt. Limited Company and the present suit has been filed through its Director Sh. Krishan Malik, who is well conversant with the facts of the present case and is competent to file the present suit on behalf of the company.

It is stated that the plaintiff is engaged in the business of manufacture of solar articles i.e. CFL, street light, automatic Electronic Blast and Band pipe, Clamps etc. The defendant purchased CFL Street Light automatic Electronic Blast IP 65 Protection quantity 853 @ Rs.2300/- and Band Pipe clamps having quantity 853 @ Rs.100/- vide invoice No.0046 dated 10.04.2015 and the items were delivered through Ahriwas Tempo Service Ltd., through Tempo bearing No.HR-39-0048 as per the demand and order of the defendant and the defendant received the delivery items in good condition and total amount of sold and delivered items was Rs.20,47,200/- and after adding CST 2% i.e. Rs.40,944/- the total value of the goods to Rs.20,88,144/- and the items were received by the defendant as per order and the defendant paid Rs.10 Lakhs in the month of April, 2015 and issued a cheque bearing no.173366 dated 30.05.2015 of Rs.10 Lakhs drawn on IDBI Bank, Rurki, Uttarakhand Branch against the balance amount. The said cheque was presented by the plaintiff to his bank account bearing No.01912560004046 in HDFC Bank Branch, Sonapat and the same was dishonoured due to insufficient funds in the account of defendant.

The plaintiff intimated about the dishonour of the above of the said cheque, but the defendant requested not to take any action against him as the defendant will make the payment as soon as possible and on the assurance of the defendant, the

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plaintiff did not represent the cheque in his bank account. Thereafter, the defendant flatly refused to make the payment of Rs.10 Lakhs alongwith interest to the plaintiff.

Thereafter, the plaintiff served legal notice to the defendant on 10.08.2016 through his counsel calling upon the defendant to make the payment of Rs.10,00,000/- alongwith interest @24% per annum from 10.04.2015 to till its actual realization alongwith Rs.5,500/- on account of expenses of the legal notice, but after receiving the same, the defendant has not bother to pay the same. The plaintiff also moved various applications to the higher authorities to take necessary action against the defendant and directed the defendant to make payment of Rs.10 Lakhs alongwith interest, but no action has been taken against the defendant and finally on 23.05.2018, the defendant refused to make the payment of Rs.10 Lakhs alongwith interest. Hence, the present suit.

3. On notice, none has appeared on behalf of defendant and he was proceeded against exparte vide order dated 11.10.2018.

4. The plaintiff in support of his exparte evidence examined following witnesses:-

PW1	:	Rahul Sharma, Assistant Manager
PW2	:	Krishan Malik
PW3	:	Umesh Kumar, Assistant Manager, IDBI Bank

Following document has been tendered on behalf of plaintiff in his exparte evidence:-

Ex.P1	:	Authority Letter
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Ex.P2	:	Cheque bearing No.173366
Ex.P3	:	Return Memo
Ex.P4	:	Memorandum of Articles
Ex.P5	:	Form-16
Ex.P6	:	Bill/Retial Invoice
Ex.P7	:	Legal/Demand Notice dated 10.08.2016
Ex.P8	:	Application for initiating necessary action
Ex.P9 to Ex.P13	:	Postal Receipts
Ex.P14	:	Copy of Pan Card in the name of JK Energy Systems Pvt. Ltd.
Ex.P15	:	Cheque return memo
Ex.P16	:	Reference to the trailing mail
Ex.P17	:	Transaction Details

Thereafter, exparte evidence of plaintiff is closed by his counsel, vide his separately recorded statement dated 25.03.2022.

5. I have heard learned counsel for the plaintiff and have appraised the evidence available on record along with other material facts and particulars of the case.

6. In nutshell, the case of the plaintiff is that the defendant purchased CFL Street Light automatic Electronic Blast IP 65 Protection quantity 853 @ Rs.2300/- and Band Pipe clamps having quantity 853 @ Rs.100/- vide invoice No.0046 dated 10.04.2015. The plaintiff in support of his above-said averments has placed on record

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Form No.16 which clearly goes to show that the total value of the goods delivered to the defendant came out to Rs.20,88,144/- and the goods were received by the defendant i.e. M/s Nandini Enterprises, House No.183, vilalge Nangla Kubra, P.O. Iqbalpur, District Haridwar-246768 Uttrakhand through its Proprietor Sh. Kapil Kumar whose name is mentioned at the top of Form No.16. Along-with Ex.P5 which is Form No.16, the copy of bill/rental invoice is placed on record as Ex.P6 which also goes to show that the plaintiff delivered the goods detailed in the bill to the defendant total amounting to Rs.20,47,200/- and after paying GST @ 2% i.e. Rs.40,944/- the total value of goods comes out to Rs.20,88,144.00/- and the said items were received by the defendant. It is stated that defendant paid Rs.10,00,000/- in the month of April, 2015 and issued a cheque bearing No.173366 dated 30.05.2015 of Rs.10,00,000/- drawn on IDBI Bank, Rurki, Uttrakhand Branch against the balance amount. The copy of cheque is Ex.P2. It is stated that the cheque was presented by the plaintiff to his bank and the same was dishonoured due to 'Insufficient Funds' in the account of defendant.

7. It is further stated that when plaintiff intimidated about the dishonour of the above-said cheque, the defendant requested not to take any action against him as he will make the payment as early as possible. It is stated that plaintiff requested defendant several times to make the payment of Rs.10,00,000/- to him but of no avail. So, the plaintiff served legal notice dated 10.08.2016 through his counsel which is placed on record as Ex.P7 calling upon defendant to pay amount of Rs.10,00,000/- along-with interest but the defendant did not bother to pay the same. Hence, the present suit.

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8. In support of his case, the plaintiff examined Rahul Sharma, Assistant Manager, HDFC Bank Ltd., Model Town, Sonapat, as PW1 who deposed that he works as Assistant Manager in the above-said bank and he has brought the summoned record i.e. the bank account statement for the period from 01.04.2015 to 31.03.2016 pertaining to bank account No.01912560004046 which is in the name of J.K. Energy System Pvt. Ltd., Sonapat. He further deposed that on dated 05.06.2015 a cheque bearing No.173366 dated 30.05.2015 was withdrawn from IDBI Bank, Rurki, Uttrakhand branch which is Ex.P2 which is described at Point-A. He further deposed that after receiving the return memo Ex.P3 in their bank, the same had been given to the plaintiff which is Ex.P3 which is mentioned in the account Ex.P2 and the same got bounced due to insufficient balance in it. He further deposed that Ex.PW1/A has been attested by him.

Further, Krishan Malik was examined as PW2 who tendered his affidavit Ex.PW2/A and documents from Ex.P1 to Ex.P14 in support of the case of the plaintiff.

Lastly, Umesh Kumar, Assistant Manager, IDBI Bank has been examined as PW3 who is a summoned witness and has brought the summoned record. He further deposed that he has seen Ex.P2 which has been issued to the defendant and whose account No.0206102000008471 and cheque No.173366 has been issued by I.D.B.I. Bank, Sadaki, Uttaranchal. He further deposed that the said cheque had come to their bank through the plaintiff's bank after clearing. The said cheque got bounced due to insufficient funds in the account of the defendant and the same was returned due to insufficient funds vide return memo Ex.P3. He further deposed that the statement taken from online computer system which is the system of the bank which is taken by IDBI,

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Rurki, Sonapat branch and sent by mail to Branch Manager, Sonipat and the same is attested by Sonipat Branch Manager which are from Ex.P15 to Ex.P17.

9. Meaning thereby, by way of producing the oral evidence as well as also by way of producing documentary evidence from Ex.P1 to Ex.P17, it clearly comes out that the defendant received the items as per the order but when the defendant issued the cheque to the plaintiff of Rs.10,00,000/-, the same was dishonoured and despite repeated requests of plaintiff, defendant did not pay the amount of Rs.10,00,000/- to the plaintiff.

10. On the other hand, upon notice of the present suit, none appeared on behalf of defendant and he was proceeded against exparte vide order dated 11.10.2018.

11. Meaning thereby, no written statement was ever filed on behalf of defendant before this court so as to rebut the case of the plaintiff. In such circumstances, the entire case of the plaintiff has gone unchallenged and un rebutted on the court file. Even otherwise, also the plaintiff has duly proved his case before the court by way of leading sufficient oral as well as documentary evidence and he is certainly entitled for recovery of sum of Rs.10,00,000/- with interest at the rate of 6% per annum from the date of filing of the suit till realization thereto.

13. In view of the above discussion, the suit of the plaintiff stands **exparte decreed with cost to the effect that plaintiff is hereby entitled for recovery of sum of**

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Rs.10,00,000/- with interest at the rate of 6% per annum from the date of filing of the suit till realization thereto.

Decree-sheet be prepared accordingly. File after needful be consigned to record-room.

Pronounced in Open Court:29.07.2026

Sonal

Stenographer Gr.II

(Neha Goyal)

Addl. Civil Judge (Senior Division),

Sonepat

UID NO . HR0359

Note: It is certified that this judgment contains **eight** pages and each page has been signed by me.

Pronounced in Open Court: 29.07.2026

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CIS No: **CS/759/2018**

Present: Sh. Surender Malik, Advocate for plaintiff.
Defendant proceeded against exparte vide order dated 11.10.2018.

Today the case was fixed for arguments. Arguments heard. Vide my separate judgment of even date, the suit of the plaintiff is hereby, **exparte decreed with cost**. Decree-sheet be prepared accordingly. File after needful be consigned to record-room.

Pronounced in Open Court:
29.07.2026
Sonal
Stenographer Gr.II

(Neha Goyal)
Addl. Civil Judge (Senior Division),
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