

**IN THE COURT OF JUDGE, COMMERCIAL COURT
(DISTRICT JUDGE CADRE), COIMBATORE**

Present: Thiru. K.Hariharan, M.L.,
Judge,
Commercial Court (District Judge Cadre),
Coimbatore

Tuesday the 24th Day of March 2026

C.O.S. No.40 of 2025
(CNR No.TNCB22-000087-2025)

M/s. SM Traders,
Represented by its Proprietor Mr.S.Muniappan Plaintiff

// Vs //

1. **M/s. Garuda Steels,**
Represented by its Partner M.Ramesh
2. Mr. M.Ramesh,
Partner of M/s. Garuda Steels
3. Mrs. R.Dhanalakshmi,
Partner of M/s. Garuda Steels ... Defendants

This suit came up for final hearing before me on 16.03.2026 in the presence of Thiru. M.S.Balaji Sridhar, Advocate for plaintiff and the defendants called absent and set exparte and upon perusing the materials available in the case records and having stood over for consideration till this date, this Court passes the following:-

JUDGEMENT

The suit has been filed by the plaintiff seeking to direct the defendants to pay a sum of Rs.53,20,054/- to the plaintiff along with future interest at the rate of 18% per annum on the principal sum of Rs.42,09,451/- from the date of suit till the date of realization and for costs.

2. The Plaintiff averments which are found essential for the disposal of the suit is that:-

a) The plaintiff is the proprietorship concern and the plaintiff is engaged in the business of supplying Ferrous & Non Ferrous, SS, MS, Aluminium old scrap etc., in the name and style "SM Traders". The defendant who is involved in the business of selling the scrapes has approached the plaintiff for supply of Ferrous and other materials in regular basis. The defendant was purchasing the goods from the plaintiff by placing orders over phone. The plaintiff has supplied the goods to the defendant on regular basis as per the order of the defendant. The plaintiff has also supplied the goods on Credit basis and the defendant was making payment in installments. Further the defendant has also agreed to pay the due amount along with interest at the rate of 18% per annum for the delayed payment. The payment paid by the defendant to the plaintiff will also be adjusted by the plaintiff on the subsequent billings. In the course of business for the transactions taken place between the plaintiff and the defendant the plaintiff have maintained a running account with the details of date volume and orders placed by the defendant. As per the records of the plaintiff the defendant has lastly placed the order on 29.11.2023 and has purchased the goods for the value of Rs.6,61,331/-.

b) Though the defendant was placing the order continuously, but the defendant was irregular in making the payments. As the defendant was the long

term customer of the plaintiff and was initially making the payment promptly, the plaintiff has supplied the goods without hesitation. On 09.01.2024 the defendant had lastly made the payment of Rs.4,00,000/-. Subsequent to that in spite of repeated reminders by the plaintiff to settle the outstanding dues, the defendant have not come forward to settle the amount and have not continued the business transaction with the plaintiff. As per the running account maintained by the plaintiff as on 30.04.2025 there is an outstanding of sum of Rs.42,09,451/- due from the defendant to the plaintiff. In spite of the repeated reminders, the defendant have not come forward to make the payment. Since the defendant have not made the payment continuously, the plaintiff has issued a legal notice to the defendant on 26.08.2024 seeking to settle the outstanding dues. In spite of that the defendant have not come forward to make the payment nor have given any reply to the plaintiff. Hence the plaintiff has come up with the present suit for the aforementioned relief after complying the process under Section 12A of the Commercial Courts Act. The suit is also mentioned to have been filed within the limitation period and sought for to decree the suit.

3. Notice to the defendants was issued and the defendants have been served with summons and failed to appear before this Court and so the defendants were called absent and set exparte.

4. Point of Determination:-

Whether the plaintiff is entitled for recovery of suit amount as prayed for?

5. On the side of the Plaintiff, the plaintiff was examined as PW1 and Ex.A1 to Ex.A49 were marked. Oral arguments were heard and the suit is taken up for Judgment.

Point :-

6. The suit have been filed by the plaintiff for recovery of sum of Rs.53,20,054/-. The plaintiff submit that the plaintiff has the outstanding sum of Rs.42,09,451/- from the defendants. It is the submission of the plaintiff that the defendants has lastly purchased the materials from the plaintiff on 29.11.2023 for a sum of Rs.6,61,331/- and the last payment of Rs.4,00,000/- is mentioned to have been paid by the defendants on 09.01.2024. In support of their claim the plaintiff has filed Ex.A2 to Ex.A11 invoices and apart from that the plaintiff has also filed the Ex.A1 Ledger Account Statement of the plaintiff company. At the outstanding on the basis of the accounts statement the plaintiff has come up with the present suit claiming the outstanding sum of Rs.53,20,054/- (Rs.42,09,451/- + Rs.11,10,603/-) along with interest at the rate of 18% per annum from the date of suit till the date of realization and for costs. Prior to the institution of the suit

the plaintiff is also mentioned to have issued the legal notice to the defendants on 26.08.2024. The defendant is mentioned to have received the said notice and in-spite of receipt of the notice the defendants have not come forward to make the payment nor given any reply. Accordingly the present suit is mentioned to have been filed.

7. The plaintiff has filed the Ex.A1 Ledger Account Statement for the period from 01.04.2022 to 31.03.2023 and from 01.04.2023 to 31.03.2026. The plaintiff has also filed the invoices as documents Ex.A2 to Ex.A11 and Ex.A16 to Ex.A46 before this Court which reflects the entire transactions taken place between the plaintiff and the defendants. The entries of every invoices is reflected in the Ex.A1 Ledger Accounts Statement. Other than the Ex.A1 Ledger Accounts Statement the plaintiff have not given any credit entry. Along with every invoices filed as documents Ex.A2 to Ex.A11 and Ex.A16 to Ex.A46 the e-way bill of every supply have also been filed by the plaintiff before this Court. Further, the plaintiff have also filed the GST Returns Certificate as documents Ex.A48 and Ex.A49 before this Court. When considering the above documents this Court would consider that the supply made by the plaintiff to the defendants as per the invoices and as mentioned in the ledger account have been established by the plaintiff.

8. Further the plaintiff has also filed the Ex.A47 bank accounts statement showing the details of every payment made by the defendants to the

plaintiff. The payments made through the bank have been given credit by the plaintiff in the Ex.A1 ledger accounts statement and after deducting the said payment the plaintiff have given certain credit notes in the ledger accounts statement. After giving the credit note the plaintiff has arrived at the present suit outstanding. Morefully the defendants have also been issued with the notice by the plaintiff seeking the suit claim amount, but even after received the said legal notice the defendants have not come forward to give any reply, nor the defendants have appeared in the present suit. Hence, in the above circumstances the plaintiff have established the prima facie case in the present suit on the basis of the documents filed by the plaintiff. Since the defendants have not come forward, this Court would consider that the defendants ought to have denied the plaintiff's claim, else the plaintiff's claim is presumed to be admitted by the defendants. Hence, this Court is of considered stand that the plaintiff is entitled for the relief of recovery of suit amount as prayed for in the present suit.

9. The plaintiff has also claimed the interest at the rate of 18% per annum, but in the invoices or in any of the documents the parties have not agreed for any amount of interest in the transactions. Since the transaction is being commercial in nature, this Court would consider appropriate that the claim of the plaintiff could be allowed along with the interest at the rate of 18% per annum.

10. In the result the suit is decreed that the plaintiff is entitled for the relief of recovery of sum of Rs.53,20,054/- from the defendants along with interest at the rate of 18% per annum for the principal sum of Rs.42,09,451/- from the date of suit till the date of realization along with Cost.

Dictated to the Steno-Typist, Computerized by him directly, Corrected and Pronounced by me, on the **24th day of March 2026.**

Judge,
Commercial Court,
(District Judge Cadre)
Coimbatore

List of witnesses examined on the side of plaintiff:-

Pw1 ... Mr. S.Muniappan

List of Witnesses examined on the side of defendant:-

- Nil -

List of documents marked on the side of the plaintiff:-

Exhibits	Date	Description of documents
Ex.A1	--	Office Copy of Ledger Account for the period from 01.04.2022 to 01.04.2024.
Ex.A2	12.01.2023	Office Copy of Invoice No.198
Ex.A3	13.01.2023	Office Copy of Invoice No.199
Ex.A4	19.01.2023	Office Copy of Invoice No.202
Ex.A5	26.01.2023	Office Copy of Invoice No.206
Ex.A6	02.02.2023	Office Copy of Invoice No.212
Ex.A7	03.02.2023	Office Copy of Invoice No.213
Ex.A8	03.02.2023	Office Copy of Invoice No.214
Ex.A9	06.02.2023	Office Copy of Invoice No.217

Ex.A10	07.02.2023	Office Copy of Invoice No.218
Ex.A11	18.02.2023	Office Copy of Invoice No.225
Ex.A12	--	Office Copy of Bank Statement of Account
Ex.A13	12.08.2024	Office Copy of Legal Notice
Ex.A14	--	Acknowledgment Card
Ex.A15	22.04.2025	Non Starter Report
Ex.A16	01.09.2022	Office Copy of Invoice No.84
Ex.A17	03.09.2022	Office Copy of Invoice No.86
Ex.A18	04.09.2022	Office Copy of Invoice No.87
Ex.A19	07.09.2022	Office Copy of Invoice No.89
Ex.A20	10.09.2022	Office Copy of Invoice No.90
Ex.A21	13.09.2022	Office Copy of Invoice No.92
Ex.A22	14.09.2022	Office Copy of Invoice No.93
Ex.A23	15.09.2022	Office Copy of Invoice No.94
Ex.A24	16.09.2022	Office Copy of Invoice No.95
Ex.A25	16.09.2022	Office Copy of Invoice No.96
Ex.A26	20.09.2022	Office Copy of Invoice No.98
Ex.A27	20.09.2022	Office Copy of Invoice No.99
Ex.A28	21.09.2022	Office Copy of Invoice No.100
Ex.A29	30.09.2022	Office Copy of Invoice No.107
Ex.A30	13.10.2022	Office Copy of Invoice No.113
Ex.A31	02.11.2022	Office Copy of Invoice No.135
Ex.A32	02.11.2022	Office Copy of Invoice No.136
Ex.A33	02.11.2022	Office Copy of Invoice No.137
Ex.A34	04.11.2022	Office Copy of Invoice No.138
Ex.A35	05.11.2022	Office Copy of Invoice No.142
Ex.A36	10.11.2022	Office Copy of Invoice No.149
Ex.A37	29.11.2022	Office Copy of Invoice No.161
Ex.A38	01.12.2022	Office Copy of Invoice No.162

Ex.A39	03.12.2022	Office Copy of Invoice No.163
Ex.A40	11.12.2022	Office Copy of Invoice No.167
Ex.A41	16.12.2022	Office Copy of Invoice No.170
Ex.A42	16.12.2022	Office Copy of Invoice No.171
Ex.A43	23.12.2022	Office Copy of Invoice No.180
Ex.A44	10.01.2023	Office Copy of Invoice No.194
Ex.A45	01.11.2023	Office Copy of Invoice No.1663
Ex.A46	29.11.2023	Office Copy of Invoice No.1809
Ex.A47	--	Bank Accounts Statement of the plaintiff firm
Ex.A48	--	Copy of GSTR-1
Ex.A49	--	Copy of GSTR-2B

List of documents marked on the side of the defendant:- NIL

Judge,
Commercial Court,
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