

**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 17th Day of March 2026

C.O.S. No.53 of 2025

(CNR No.TNCB22-000115-2025)

M/s. Lakshmigraha Enterprises,

A Partnership firm represented by its Partners

Mrs.R.Nandhini and Mr.G.R.Gopikumar

Rep. by its Power of Attorney Holder

Mr.T.Baskaran, Senior Manager - Accounts

.... Plaintiff

// Vs //

1. M/s. AP Tex

Represented by its Partners,

2. Mrs.Theivasigamani Jayanthi,

Partner of M/s. AP Tex.

3. Mr. Muthusamy Theivasigamani,

Partner of M/s. AP Tex.

... Defendants

This suit came up for final hearing before me on 03.02.2026 in the presence of **Dr.A.P.Jayachandran, 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:-

JUDGMENT

The plaintiff has filed this suit for the relief of recovery of sum of Rs.57,50,735/- from the defendants with future interest at the rate of 18% per annum from the date of suit till the date of realization and for cost.

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

a) The plaintiff is the Del Credere Agent and Trader of Polyester Stable Fibre materials for the past 30 years. The plaintiff is a registered partnership firm, registered in the year 1993 and managed by its Partners Mrs.R.Nandhini and Mr.G.R.Gopikumar and to show the registration of firm the plaintiff has filed Form A Certificate. The plaintiff firm is represented by one Mr.Baskaran working as Senior Manager - Accounts as per the special power of attorney executed by the partners on 23.07.2025. The 1st defendant is a company and the 2nd and 3rd defendants are its partners and the 2nd and 3rd defendants are involved in the day-to-day affairs of the 1st defendant firm accompanied and they are responsible for the day today activities. In the course of business the plaintiff has supplied polyester stable fibre to the tune Rs.57,50,735/- to the defendants based on various Sales Invoices along with e-way bill raised by them for the period between 27.07.2023 to 02.09.2023 and the defendants have agreed to pay the same within 30 days time period. However the defendants have not

kept up their promise. In spite of the continuous demand made by the plaintiff, the defendants have not come forward to make the payments towards the invoices raised by the plaintiff and the defendants have failed to clear the outstanding payment without showing any bonafide reasons.

b) When the plaintiff has insisted for repayment continuously on 15.06.2024 the 2nd defendant had issued 11 signed filled post dated cheques in favour of the plaintiff for a total sum of Rs.55,00,000/- (each of Rs.5,00,000/-) and the plaintiff has also filed the cheques issued by the defendants along with the plaint. The defendants requested the plaintiff to present the said cheques for collection on 24.06.2024 and the defendants also assured that the said cheques will be honored if it is presented for collection. The plaintiff submit that when the said cheques were presented for collection with their bank, the said cheques were returned for the reason "Insufficient Funds" on 25.06.2024 and this was also intimated to the defendants by the plaintiff. The last invoice raised by the plaintiff was on 02.09.2023. The plaintiff has also filed the ledger accounts statement. The plaintiff has also issued the legal notice to the defendants on 13.07.2024 and the said notice have been received by the defendants on 16.07.2024, but the defendants have not repaid the due amount. The plaintiff has also filed the complaint before the Magistrate Court under the Negotiable Instruments Act. Hence the present suit have been instituted by the plaintiff for the aforementioned relief and sought for to decree the suit.

3. Notice to the Defendants were issued. The defendants 1 & 3 and the 2nd defendant have appeared through their counsels and thereafter failed to file their written statement within the stipulated period and so the defendants were called absent and set exparte.

4. Point for Determination:

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

5. On the side of the Plaintiff, the Senior Manager (Accounts) of the plaintiff firm Mr.T.Baskaran was examined as PW.1 and Ex.A1 to Ex.A8 were marked. Oral arguments were heard and the suit is taken up for Judgment.

Point :-

6. This Court has considered the documents filed by the plaintiff. At first, the transactions between the plaintiff and the defendants have taken place and the plaintiff has supplied the goods to the defendants from the month of July 2023 and the three years time period ends only by July 2026 and hence this the suit is considered to have been filed within the limitation period. Morefully the nature of transaction is commercial in nature and hence the present suit dispute is taken as commercial dispute as contemplated Section 2(1)(c)(i) of the Commercial Courts Act.

7. The suit has been filed by the plaintiff that the plaintiff had supplied polyester stable fibre to the defendant for a sum of Rs.57,50,735/- and in support the plaintiff has filed Ex.2 Invoices (15 Nos.) and the said invoices are also attached with the E-way Bills to show the supply of goods by the plaintiff to the defendants. The plaintiff is in Coimbatore and the defendants are residing at Tiruppur. Since the part of transactions have taken place at Coimbatore as per Section 20 (c) of C.P.C. the plaintiff filing the present suit before this Court is also considered to have been filed within the jurisdiction Court and this Court have jurisdiction to try the disputes involved in the present suit.

8. In support of the plaintiff's claim the plaintiff has filed the Ex.A2 invoices along with e-way bills and Ex.A5 Ledger Accounts Statement. The defendants are also mentioned to have issued 11 cheques dated 24.04.2024 for a total sum of Rs.55,00,000/- in favour of the plaintiff and the same have been filed by the plaintiff as Ex.A3 in the present suit. Considering the invoices and e-way bills it could be presumed that the plaintiff had supplied the goods to the defendants and from the ledger account statement it is seen that the outstanding sum of Rs.57,50,537/- is due from the defendants. The plaintiff has also issued Ex.A6 Legal Notice to the defendants and the defendants have received the legal notice and have not come forward to pay the amount. Morefully as acknowledgment of debt the defendant is also mentioned to have issued the

cheques for a sum of Rs.55,00,000/- and the same have also been returned as insufficient funds through Ex.A4 cheque return memo. Hence under the above circumstances this Court is of considered stand that the plaintiff establishes the prima facie case against the defendants.

9. When the prima facie case is established, now it is for the defendants to establish their case. Whereas as per Order VIII Rule 3A of C.P.C. as amended to the Commercial Courts Act, 2015 when the defendants have failed to deny the facts, it shall be deemed that the defendants have admitted the claim of the plaintiff. In the present suit though the defendants have been served with summons, the defendants have not turned up and have not come forward to deny the plaintiff's claim in the present suit. Since the plaintiff has established the prima facie case in the present suit by filing the invoices, e-way bills and accounts statement, considering the above this Court would consider that the plaintiff is entitled for the relief of recovery of sum of Rs.57,50,735/- from the defendants.

10. The plaintiff has also claimed the interest at the rate of 18% per annum in the present suit. Whereas in the Ex.A2 invoices at the column of Terms and Conditions, the plaintiff has specified that the interest at 24% p.a. would be charged for the over due payment. But, instead of 24%, the plaintiff has claimed the interest at the rate of 18% per annum in the plaint. Hence this Court would consider that the nature of transaction is purely commercial in

nature and for about three years the defendants have not made the payment and hence this Court would consider that the plaintiff claiming the interest at the rate of 18% per annum from the date of suit till the date of realization is sustainable.

11. In the result the suit is **Decreed** and thereby the plaintiff is entitled for the relief of recovery of sum of **Rs.57,50,735/-** from the defendants along with interest at the rate of 18% per annum 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 **17th day of March 2026.**

Judge,
Commercial Court,
(District Judge Cadre)
Coimbatore

List of witnesses examined on the side of plaintiff:-

Pw1 ... Mr.T.Baskaran

List of Witnesses examined on the side of defendants:- - Nil -

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

Exhibits	Date	Description of documents
Ex.A1	23.07.2025	Power of Attorney - Original
Ex.A2	--	Office Copy of Sales Invoices with e-way bills (15 Nos.)
Ex.A3	24.06.2024	Cheques dated 24.06.2024 (11 Nos.)
Ex.A4	25.06.2024	Cheque Return Memos (11 Nos.)
Ex.A5	--	Office copy of Ledger Accounts Statement
Ex.A6	13.07.2024	Office copy of Legal Notice
Ex.A7	16.07.2024	Acknowledgment Cards (3 Nos.)
Ex.A8	15.05.2025	Non Starter Report in PIM No.136/2025

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

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