

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

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

Friday, the 6th day of March 2026

C.O.S.No.58 of 2023
(CNR No.TNCB22-000461-2024)

M/s. Padmashree Engineering,
Rep. by its Sole Proprietor Mr.Paramasivam

.... Plaintiff

// Vs //

1. M/s. Yazhini Yarn Mills,
Rep. by its Proprietor Mr. K.Murugesan

2. Mr. K.Murugesan

.... Defendants

This suit came up for final hearing before me on 17.02.2026 in the presence of **Mrs.C.S.Yogalakshmi, Mr.G.Prabhakaran and Mr.Ashwin Balasubramanian, Advocates** for the plaintiff and **Mr.P.Anbucheliyan, Advocate** for the defendants and upon perusing the records, hearing arguments on both sides and having stood over for consideration till this date, this Court passes the following:-

JUDGMENT

The suit has been filed by the plaintiff for the relief seeking to direct the defendants to pay a sum of **Rs.1,17,27,099/-** with subsequent interest at the rate of 24% per annum on the principal sum of **Rs.1,17,27,099/-** from the date of suit till the date of realization and for Cost.

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

a) The 1st defendant is a Proprietorship concern and engaged in the business of Yarn Mill and the 1st defendant manufactures the yarn and the 2nd defendant is its Proprietor. The plaintiff is the proprietorship concern and engaged in the business of Importing Yarn Mill machinery from China and selling the same including the Second-hand machines and having business places at Coimbatore and Tiruppur. The defendants had approached the plaintiff to purchase the imported yarn mill machines for the valid consideration in person and issued Orders for the same. Thereafter the plaintiff issued invoices and e-way bills in person to the defendants and few of the invoices are also sent along with the machineries to the defendants. The plaintiff on 18.07.2020 at the request of the defendants had paid an amount of Rs.1,50,000/- to the defendant account for miscellaneous expenses. The plaintiff has filed the copy of 22 invoices for the value of Rs.3,16,77,099/- It is the submission of the plaintiff that out of sum of Rs.3,18,27,099/- the defendant has paid only a sum of Rs.2,01,00,000/- to the plaintiff on different dates through bank transfers and in support, the plaintiff also has filed the statement of accounts showing the payments made by the defendants for the machinery sold by the plaintiff to the defendants.

b) The plaintiff submits that the defendants had continued to buy the Yarn Mill machinery from the plaintiff and had paid only the part amounts and the defendants still have not paid the arrears, even after repeated demands by the plaintiff. The last purchase of machinery from the plaintiff was on 17.04.2021 and the last date of payment made by the defendants to the plaintiff was on 07.07.2020. Eventually the defendants have stopped paying the outstanding amount to the plaintiff and have defaulted in making the payment. It is the submission of the plaintiff that there is an outstanding amount of Rs.1,17,27,099/- as on 12.04.2024.

c) It is the submission of the plaintiff that the machinery sold by the plaintiff to the defendant is imported by the plaintiff. Since it is a commercial transactions and the machinery are imported, the defendants are aware that the price of the same would be very high and without releasing the outstanding debts to the plaintiff, the plaintiff will sustain loss both to its goodwill and financial status. The plaintiff in-spite of making several efforts demanded the payment from the defendants to settle the amount, but it all went in vain. Even after waiting for several months, the defendants have not come forward to make the payment of the outstanding amount. Hence the plaintiff has filed this suit after compliance of mandatory procedure under Section 12A of the Commercial Courts Act for the aforementioned reliefs.

3. By denying the plaint averments the defendants have filed the written statement. The sum and substance of the written statement averments which are found essential for the disposal of the suit is that:-

a) It is the submission of the defendants that the 1st defendant proprietary concern is a Yarn Manufacturer and the 2nd defendant is its proprietor. The 1st defendant was requested the plaintiff to import the machinery for the yarn production of the 1st defendant concern. The Proforma Invoice was given by the plaintiff to the 1st defendant for a value of Rs.3,30,40,000/- Further, the 1st defendant have also paid a sum of Rs.86,00,000/- for purchase of the preowned machinery. On the basis of which after receiving the advance payment of Rs.86,00,000/- as shown in the column at plaint paragraph No.3 (Serial No.1 to 22 invoices) the plaintiff concern supplied the machinery for a sum of Rs.3,17,30,200/- to the defendants company. For making the payment of sum of Rs.3,17,30,200/- the defendant entity had approached the Tamilnad Mercantile Bank, Namakkal Branch and made the payment of Rs.1,29,44,107/- and the balance payment of Rs.1,01,86,093/- was also given by the defendants to the plaintiff by way of cash. In total the defendants had made the payment of sum of Rs.3,17,30,200/- to the plaintiff concern as on 17.04.2021. For which the plaintiff entity has also given Tax Invoices to the defendants. The above facts have been suppressed by the plaintiff in the plaintiff and the defendants submit that the suit is barred by limitation.

b) Further it is mentioned that the value of the machinery supplied by the plaintiff to the defendants have been mentioned as Rs.5,89,82,299/- and state that the same is not correct. Further it is mentioned that the plaintiff have no right to claim a sum of Rs.3,30,40,000/- from the defendants and submit that the sum of Rs.3,30,40,000/- is the value mentioned in the proforma invoice. Further it is the submission of the defendants that a sum of Rs.3,17,30,200/- have been paid by the defendants to the plaintiff for the entire machinery supplied by the plaintiff and state that there is no balance outstanding due to the plaintiff from the defendants. Further it is mentioned that the plaintiff has cooked up certain documents to file the present suit as if some portion of amount is due from the defendants. The defendants submit that certain documents are placed before the Tamilnad Mercantile Bank and the defendants submit that the same would be produced at the time of Trial.

c) By denying the receipt of machinery for a sum of Rs.5,89,82,299/- it is the submission of the defendants that a sum of Rs.4,72,55,200/- have been given by the defendants to the plaintiff. Apart from making the payment of sum of Rs.3,17,30,200/- by the 1st defendant to the plaintiff, on several dates the 1st defendant has also made the payment of sum of Rs.1,55,25,000/- to the plaintiff. Out of the said sum of Rs.1,55,25,000/- a sum of Rs.95,00,000/- have been repaid by the defendants to the plaintiff. The defendants claim that a sum of

Rs.60,25,000/- is outstanding and also state that a sum of Rs.3,90,000/- which was due from the plaintiff to the defendants towards supplying of OE + Carding Cane machine .The defendant state that after deducting the same a sum of Rs.56,35,000/- is due from the plaintiff to the defendants. Further it is the submission of the defendants that the defendants are ready to file the documents showing that a sum of Rs.95,00,000/- is due from the plaintiff to the defendants and state the claim of the plaintiff for a sum of Rs.1,17,27,099/- is not correct.

d) It is the submission of the defendants that a complaint under Section 138 of Negotiable Instruments Act is mentioned to have been filed by the 2nd defendant against the plaintiff for borrowing the hand loan of Rs.60,00,000/- from the defendants before the Judicial Magistrate No.1, Namakkal. Morefully from the wife of the 2nd defendant the plaintiff had received a sum of Rs.50,00,000/- by executing MOD, for which also the wife of plaintiff has filed the suit against the defendants before the District Court at Coimbatore and submit that the plaintiff has suppressed the above facts in the present suit. Further it is mentioned by the defendants that the cause of action mentioned in the suit is not correct and also state that the plaintiff is not entitled for the suit claim and sought for to dismiss the suit.

4. The plaintiff had amended the plaint and after the amendment the defendants have come up with the additional written statement.

5. The sum and substance of the Additional Written statement averments which are found essential for the disposal of the suit is that:-

a) It is mentioned that the plaintiff had admitted the fact that a sum of Rs.4,72,55,200/- received by the plaintiff from the defendants and only after filing of the written statement, the plaintiff has come up with the stand that the amount mentioned by the plaintiff in the plaint is not correct. It is mentioned by the defendants that a sum of Rs.3,16,77,099/- is the amount paid by the defendants to the plaintiff towards supplying of machinery on several dates. For which the Tax Invoices also given by the plaintiff to the defendants. Since the Tax Invoice has given for a sum of Rs.3,16,77,099/- by the plaintiff to the defendant and now claiming that so far a sum of Rs.2,01,00,000/- alone is paid, is mentioned as not correct.

b) Further as mentioned in the written statement the defendants also submit that a sum of Rs.86,00,000/- was paid by the defendants to the plaintiff as an advance payment towards supply of machinery and by way of bank transfers a sum of Rs.129,44,107/- is mentioned to have been paid by the defendants to the plaintiff. Further the defendants claim that a sum of Rs.1,01,86,093/- was also paid by the defendants to the plaintiff on several dates by Cash. Apart from that the defendants have also made the payment of sum of Rs.1,55,25,000/- to the plaintiff by way of bank transaction and also by

way of Cash. Accordingly, in total a sum of Rs.4,72,55,200/- is mentioned to have been paid by the defendants to the plaintiff. In the above said sum of Rs.4,72,55,200/- the plaintiff is mentioned to have supplied the machinery for a sum of Rs.3,16,77,099/-. After deducting the said sum from Rs.4,72,55,200/-, the plaintiff has to pay a sum of Rs.1,55,25,000/- to the defendants. For the said sum of Rs.1,55,25,000/- the plaintiff has paid a sum of Rs.95,00,000/- to the defendants by way of bank transactions and the plaintiff is required to pay a sum of Rs.60,25,000/- to the defendants. In the said sum of Rs.60,25,000/- the defendant is left to pay a sum of Rs.3,90,000/- for supplying of used OE and Carding Cane machine and after deducting the said sum of Rs.3,90,000/- from Rs.60,25,000/-, the balance amount left to be paid by the plaintiff to the defendants is sum of Rs.56,35,000/- Only to defraud the sum of Rs.56,35,000/- the present suit is mentioned to have been filed by the plaintiff falsely. Further it is mentioned by the defendants that the defendants is not required to make any payment to the plaintiff. Further it is the contention of the defendants that the suit is barred by limitation and mentioning that the plaintiff do not disclose a cause of action, the suit is sought for to be dismissed by the defendants.

6. After the pleadings, the plaintiff and the defendants were given with opportunity to file the admission and denial of documents statement. Both parties have filed the admission and denial of documents statement along with

affidavit. Further, prior to the case management hearing, parties were called upon to respond as to the possibility of settlement of the suit dispute. Since the parties have not come forward for settlement, the case management hearing in this suit has been commenced.

7. At the commencement of the case management hearing after modifying the earlier issues following fresh issues have been framed by this Court on 07.10.2025:-

- 1) **Whether the defendant is left to pay sum of Rs.1,17,27,099/- towards supply of machinery as per accounts?**
- 2) **Whether the plaintiff is entitled for recovery of suit amount along with interest as prayed for?**
- 3) **To what other relief?**

8. During trial on the side of the plaintiff, the Proprietor of the plaintiff firm Mr.Paramasivam was examined and Ex.A1 to Ex.A6 were marked and through summoned witness Ex.X1 also was marked and on the side of the defendants, the 2nd defendant / Mr.K.Murugesan who is the proprietor of the 1st defendant firm was examined as DW.1 and Ex.B1 to Ex.B25 were marked and one Mr.Sugumaran was also examined as DW.2.

Issue No.1 & 2

9. Before going into the discussion on merits this Court would find it appropriate to look into the point of limitation which has been raised by the defendants in the written arguments and also in the written statement. It is the admitted fact that the last date of transaction between the plaintiff and the defendant had been taken place on 17.04.2021. On the basis of which the invoice is entered and only after including the said invoice the total value of the machinery supplied come around Rs.3,17,30,200/- . When the said value has been arrived and the defendants have not disputed the said value and submitted that the defendants had paid the entire amount towards supplying of machineries, this Court would consider that the last date of transaction between the plaintiff and the defendants was on 17.04.2021. Morefully it is not in dispute that the defendants had not paid the entire amount soon after the machines were supplied. The plaintiff has maintained the accounts statement and the amounts were paid in parts. Hence, as per the outstanding arrived in the account statement the present suit have been filed. Hence, the last transactions between the parties had been taken place on 17.04.2021. Hence from the date of 17.04.2021 when the limitation is computed on 12.04.2024 that is prior to three years from the date of last transactions, the application for pre-institution mediation have been filed by the plaintiff. Subsequently, on 09.08.2024 the Legal Service Authority has issued the Non Starter Report and the same have

been received to the defendants on 16.08.2024. The present suit has been instituted on 14.08.2024 and subsequently the plaint filed have been returned for want of rectification of certain defects and subsequently the suit has been taken on record. **Hence the suit is considered to have been filed within the limitation period.**

10. The suit has been filed by the plaintiff for the relief of recovery of sum of Rs.1,17,27,099/- from the defendants. The plaintiff has filed the suit mentioning that the plaintiff has supplied the goods for the value of sum of Rs.3,18,27,099/- to the defendants, for which the defendant is mentioned to have repaid a sum of Rs.2,01,00,000/- to the plaintiff. Hence seeking for balance due amount of Rs.1,17,27,099/- the present suit have been filed by the plaintiff.

11. It is the submission of the defendants that a sum of Rs.86,00,000/- have been paid by the defendants in advance and a sum of Rs.1,29,44,107/- is mentioned to have been paid by the defendants to the plaintiff from the Tamilnad Mercantile Bank (TMB) by availing loan and submit that the balance sum of Rs.1,01,86,093/- is mentioned to have been paid by the defendants by way of Cash and submit that the defendants have no outstanding amount to be paid to the plaintiff and has sought for to dismiss the suit.

12. Apart from that the defendants also have come up with the contention that the defendants and the plaintiff had some other financial transactions and in total a sum of Rs.4,72,55,200/- is mentioned to have been

paid by the defendants to the plaintiff. In which a sum of Rs.3,16,77,099/- is mentioned to have been paid towards the machinery supplied by the plaintiff to the defendants. Further a balance sum of Rs.1,55,25,000/- is mentioned as due from the plaintiff to the defendants. In which a sum of Rs.95,00,000/- was mentioned to have been repaid by the plaintiff to the defendants through the bank transactions. Out of which a sum of Rs.60,25,000/- was mentioned to be the outstanding and in which a sum of Rs.3,90,000/- is mentioned to have been deducted for supplying of machinery and at present a sum of Rs.56,35,000/- is mentioned as the due amount to be paid by the plaintiff to the defendants. Claiming the said amount of Rs.56,35,000/- the defendants in this suit have not come up with any counter claim or have not sought for any set off for the said amount.

13. This Court has considered the plaint averments, written statement averments, chief examination averments and also the documents filed on both sides and the deposition of witnesses and the written arguments filed on both sides. In support of the suit claim the plaintiff has filed the Ex.A1 to Ex.A6 documents and whereas in support of the defendants' claim the defendants have filed Ex.B1 to Ex.B25 documents. On the side of the plaintiff, the plaintiff was examined as PW.1 and on the side of the defendant, the defendant examined himself as DW.1 and one of the Manager of the defendant also has been

examined as DW.2. This Court also has considered the deposition of each witnesses .

14. This Court at first has considered as to whether the plaintiff has established the prima facie case. In particular the plaintiff has filed Ex.A4 copy of invoices which is 22 series and Ex.A5 is the ledger account statement. In the Ex.A4 invoices except for the first invoice No.53 for all other invoices at the back side of the invoice, the e-way bill for supplying of goods also have been attached by the plaintiff. Morefully in the Ex.A5 account statement all the 22 invoices have been mentioned to arrive the outstanding amount. Apart from that the plaintiff also have given credit in the account statement Ex A5 for the amount which all are paid by the defendants through the bank transfers, which comes around Rs.2,01,00,000/- and the balance outstanding amount of Rs.1,17,27,099/- is claimed by the plaintiff from the defendants which also tallies with the claim amount of the plaintiff.

15. Further, the supply of machines is not disputed by the defendants in the written statement. The only contention on the side of the defendants is that the defendants have settled the entire amount. Morefully during the cross examination of DW.1 dated 11.11.2025 at page No.11 as last questions the DW1 have answered as follows:-

"நீங்கள் வாதியால் உங்களுக்கு எந்தெந்த எந்திரங்கள்
வரப்பட்டுள்ளது, எந்தெந்த எந்திரங்கள் வராமல் இருந்தது,

எந்தெந்த உதிரி பாகங்கள் வரவில்லை உள்ளிட்ட விபரங்களைக் குறிப்பிட்டுக் கூறவில்லை என்று சொன்னால் **proforma invoice** இல் குறிப்பிட்டவாறு எந்திரங்களை அவர் எனக்குக் கொடுத்து விட்டார், நான் அதை வாங்கிவிட்டேன்."

16. The above portion of the evidence of DW.1 during his cross examination categorically establishes that the machineries mentioned in the invoices have been supplied to the defendants by the plaintiff. **Hence this Court is of considered stand that the plaintiff has prima facie established** that the plaintiff has supplied the goods for a value of sum of Rs.3,16,77,099/-. The said facts of supplying of machines is not disputed by the defendants in the written statement also. Now the defendants has to establish the fact that the defendants have settled the entire amount to the plaintiff towards supplying of machineries.

17. It is the submission of the defendants that a sum of Rs.86,00,000/- have been paid by the defendants to the plaintiff as advance amount. Whereas it is admitted by the plaintiff during his cross examination that a sum of Rs.76,00,000/- have been received as advance and mentioned that the defendants have not paid a sum of Rs.10,00,000/- through the bank transfer for the machineries supplied. In the said sum of Rs.86,00,000/-, since the plaintiff has admitted the receipt of Rs.76,00,000/-, this Court has considered that whether the sum of Rs.10,00,000/- have been paid by the defendants to the plaintiff as advance along with Rs 76,00,000/-.

18. In this regard the defendants also have relied on the Ex.B3 document in which a payment of sum of Rs.10,00,000/- paid to the plaintiff by the defendants on 09.06.2017. During the cross examination in this regard the DW.1 was also cross examined regarding the payment of Rs.10,00,000/- on 09.06.2017 by referring to Ex.A6 which is a mortgage deed, in which the transaction number mentioned in Ex B3 is mentioned. For which, the DW.1 has deposed in the cross examination dated 11.11.2025 at page No.5 as follows:-

"பி.வா.சா.ஆ.3 ஆவணத்தில் அனுப்பப்பட்டதற்கான **UTR** எண் ரூபாய் **10** லட்சம் **sbiin217160249528** தொகை என்ற வங்கி பரிவர்த்தனை மூலமாக தான் அனுப்பப்பட்டது என சாட்சியிடம் ஆவணம் காண்பித்து கேட்கப்பட்டது, சாட்சி அந்த ஆவணத்தைப் பார்த்து சரி என ஆமோதித்தார்."

"**Ex.A.6** அடமான பத்திரத்தில் குறிப்பிட்டுள்ள **UTR** மூலமாக தான் ரூபாய் **10** லட்சம் அனுப்பியதாக உள்ளது, அந்த **UTR** எண்ணும், **Ex.B.3** ஆவணத்தில் குறிப்பிட்டுள்ள **UTR** எண்ணும் ஒன்றுதான் என்று சொன்னால் சரிதான்"

19. Though the defendant / DW.1 subsequently have mentioned during his cross examination that a sum of Rs.10,00,000/- have been additionally paid, but the UTR Number mentioned in Ex.B3 is also mentioned in Ex.A6 Mortgage Deed. Further at page No.11 for the third question the DW.1 has also deposed as follows:-

"**MOD Ex.A.6** ஆவணத்திற்கான கடன் முழுவதையும் வாதி
செலுத்தி நீங்கள் அந்த **MOD** ரத்து செய்து விட்டீர்கள் என்று
சொன்னால் **09.09.2020** தேதியில் ரத்து செய்து கொடுத்து
விட்டேன்."

20. Apart from the payment of Rs.10,00,000/- on 09.06.2017 to show that any amount separately paid by the defendants to the plaintiff through bank transaction other than Rs.76,00,000/-, no documents have been filed. Hence this Court is of considered stand that the defendants have failed to establish that a sum of Rs.86,00,000/- was paid as advance to the plaintiff. As admittedly by the plaintiff, in the said sum of Rs.86,00,000/- a sum of Rs.76,00,000/- is taken to have been paid by the defendants to the plaintiff.

21. The next limb of contention is that the defendant is mentioned to have been paid a sum of Rs.1,29,44,107/- through the Tamilnad Mercantile Bank. Whereas the plaintiff has admitted that the defendants have paid a sum of Rs.1,25,00,000/- to the plaintiff through Tamilnad Mercantile Bank. In support of the same the defendants have filed the Ex.B2 Bank Account Statement of Tamilnad Mercantile Bank which shows that a sum of Rs.62,00,000/-, Rs.12,50,000/-, Rs.24,50,000/- and Rs.26,00,000/- are paid from the defendants (Ex.B2) Account to the account of the plaintiff and the said amount have been given credit in the account statement Ex.A5 by the plaintiff. The total sum comes around Rs.1,25,00,000/-. In which separately a sum of Rs.4,44,107/-

(Rs.61,256/- + Rs.3,82,851/-) is mentioned to have been paid by the defendants through their account in Tamilnad Mercantile Bank as mentioned in Ex.B2. But, the plaintiff admits the receipt of said sum of Rs.1,25,00,000/.

22. It is the submission of the defendant that a sum of Rs.61,256/- and a sum of Rs.3,82,851/- are mentioned to have been transferred to the plaintiff's account through the defendants bank. Whereas in the bank account statement filed by the plaintiff as Ex.X1 the said credited sum of Rs.62,00,000/-, Rs.12,50,000/-, Rs.24,50,000/- and Rs.26,00,000/- are all given credit and the same have been received into the account of the plaintiff. But the sum of Rs.61,256/- and a sum of Rs.3,82,851/- are not received into the Ex X1 bank account of the plaintiff .

23. In this regard when the defendant / DW.1 was cross examined, the DW.1 has deposed in the cross examination dated 11.11.2025 at page No.6 as follows:-

"உங்கள் வங்கி கணக்கு வாயிலாக வாதி நிறுவனத்திற்கு இதுவரை ரூ.1,25,00,000/- மட்டுமே எந்திரங்களுக்காக செலுத்தப்பட்டுள்ளது என்று சொன்னால் சரியல்ல, ரூபாய் 1,29,44,107/- செலுத்தப்பட்டுள்ளது. ரூ.4,44,107/- வாதி கேட்டுக் கொண்டதற்கிணங்க வாதி தெரிவித்த வங்கி கணக்கிற்கு வங்கியால் தொகை அனுப்பப்பட்டுள்ளது."

24. Whereas the receipt of sum of Rs.4,44,107/- have been denied by the plaintiff. The defendants also have not come up any any specific contention regarding to whom the said amount have been transferred, else there was also a possibility for the defendants to examine the Bank Officials to examine about the transferring sum of Rs.61,256/- and Rs.3,82,851/- (total Rs.4,44,107/-) to a particular account. The account statement of defendant Ex X1 do not reflect the credit of sum of Rs 4,44,107/-. In case, if it has been established that the sum of Rs.4,44,107/- was transferred for the purchase of said machineries in the invoices, this Court would consider and treat that the defendant have established the same. A sum of Rs.26,00,000/- have been transferred on 07.07.2020 from the account of the defendant to the plaintiff as per the account statement Ex X1 . But the transfer of said sum of Rs.4,44,107/- have been taken place on 19.09.2020 which do not reflect in Ex X1. From the above factors and from the documents, this Court would consider that the defendants have failed to establish that a sum of Rs.4,44,107/- have been transferred from the TMB Account of the defendants on 19.09.2020 to the plaintiff's account. Hence this Court is of considered stand that the receipt of sum of Rs.1,25,00,000/- alone has been admitted by the plaintiff and this Court is of also considered stand that the defendants have failed to establish that a sum of Rs.4,44,107/- was sent by the defendants to the plaintiff or as per the instruction of the plaintiff.

25. The next limb of the contention of the defendants is that the defendants have paid a sum of Rs.1,01,86,093/- by way of Cash and submit that the entire sum of Rs.3,16,77,099/- have been settled to the plaintiff by the defendants towards the purchase of machineries. Further, it is also the contention of the defendants that in total the defendants had paid a sum of Rs.4,72,55,200/- to the plaintiff and submit that in the said amount of Rs.4,72,55,200/- after deducting the sum of Rs.3,16,77,099/-, the balance amount of sum of Rs.1,55,25,000/- is mentioned as due from the plaintiff. In which the plaintiff is mentioned to have paid a sum of Rs.95,00,000/- to the defendants and also submit that the balance amount of Rs.60,25,000/- is mentioned as the outstanding due from the plaintiff to the defendants. Out of the said sum of Rs.60,25,000/-, a sum of Rs.3,90,000/- have been deducted by the defendants towards supplying of OE and Carding Cane machine by the plaintiff to the defendants and the defendants have arrived the total outstanding due from the plaintiff is Rs.56,35,000/- and submit that the defendants are not liable to pay the suit claim amount to the plaintiff.

26. In support of the defendants' stand the defendants have filed the Exhibit B series documents (Ex.B1 to Ex.B25) and in particular the documents Ex.B7 to Ex.B11 are Accounts statement for the period from 01.04.2017 to 31.03.2022. To ascertain the payment of Cash this Court has referred to the

account statement filed by the defendants in particular Ex.B9 and Ex.B10 wherein the following cash transactions have been specified.

In Ex.B9

S.No.	Voucher No.	Date	Value (Rs)
1	179	25.09.2019	20,00,000.00
2	180	30.09.2019	20,00,000.00
3	181	10.11.2019	20,00,000.00
4	182	15.11.2019	20,00,000.00
5	183	20.11.2019	20,00,000.00
6	184	29.11.2019	20,00,000.00
7	185	09.01.2020	20,00,000.00
8	187	13.02.2020	8,00,000.00

In Ex.B10

S.No.	Voucher No.	Date	Value (Rs)
1	345	08.04.2020	20,00,000.00
2	341	15.04.2020	20,00,000.00
3	346	19.04.2020	10,00,000.00
4	342	29.04.2020	20,00,000.00
5	343	03.05.2020	20,00,000.00
6	344	16.06.2020	19,12,200.00
7	347	08.09.2020	4,43,100.00

27. The above total sum of Cash payment comes around Rs.2,61,55,300/-. When the said amount of Rs.2,61,55,300/- is added with the already amount paid by the defendants through bank, the total value comes

around Rs.4,62,55,300/- (Rs.2,61,55,300/- + Rs.2,01,00,000/-). Apart from that the defendants have claimed that a sum of Rs.4,44,107/- were also paid by the defendants to the plaintiff through TMB bank. When the said amount is also added, the total value as claimed by the defendants comes around Rs.4,66,99,407/- and further when the amount of Rs 10,00,000/- paid on 09.06.2017 is taken into account, the total amount paid by the defendants to the plaintiff comes around Rs.4,76,99,407/- which do not tally with the any of the account stated by the defendants in the present suit.

28. The next question comes before this Court that whether the cash payment of Rs.2,61,55,300/- is established by the defendants before this Court, was the fact considered by this Court. The defendants in the above list of cash payments has specified about the Voucher Numbers, but the Vouchers have not been filed by the defendants before this Court. When the DW.1 was also cross examined regarding the submission of Vouchers, the DW.1 has also deposed in the cross examination dated 27.01.2026 at page No.11 as follows:-

"பி.வா.சா.ஆ.9, 10 ஆவணங்களில் பல பணப் பரிவர்த்தனைகள் நடந்ததாகவும் அந்த பண பரிவர்த்தனைகள் நடந்ததற்கான மிகப்பெரிய தொகைக்குரிய **voucher** களை குறிப்பிட்டுள்ளீர்கள், ஆனால் அந்த **voucher** களை இவ்வழக்கில் நீங்கள் தாக்கல் செய்யவில்லை என்று சொன்னால் சரிதான், தாக்கல்

செய்யவில்லை, எந்திரங்கள் வாங்கியவுடன் **tax invoice** நம்பர்
அதில் குறிப்பிடப்பட்டுள்ளது."

29. As admitted by the defendant / DW.1 during the cross examination, the vouchers have not been filed before this Court. Morefully to show that the cash amount of Rs.2,61,55,300/- as mentioned in Ex.B9 and Ex.B10 have been paid by the defendants to the plaintiff, other then the accounts statement no documents have been filed by the defendants and no witness in this regard also examined. Apart from that the defendants have also filed the Ex.B12 to Ex.B23 I.T. Returns Statement. In the Income Tax Returns Statement also this Court was unable to correlate the Cash payments made by the defendants to the plaintiff.

30. Morefully in the I.T. Returns filed by the defendants in Ex.B12 to Ex.B23 , the same do not reflect signature from the Auditor nor no Tax Audit Report has been attached with the I.T. Returns filed by the defendants as documents before this Court. Morefully the accounts submitted by the defendants do not carry signatures of the Auditor or the person authorised. The defendants have not come forward to examine the Auditor before this Court. Further, the defendants have come up with the stand of making the cash payment only on the basis of Ex.B9 and Ex.B10 accounts statement. But the Accountant has not been examined before this Court nor the Auditor also has not been examined before this Court as mentioned earlier. One of the defendants'

witness DW.2 has come up to depose before the Court on factual aspects and he has not come up any stand that he is maintaining the accounts in the defendants' company.

31. Under the above circumstances this Court would consider that **Section 28 of Bhartiya Sakshya Abhiniyam (BSA), 2023** (previously Section 34 of Indian Evidence Act) would also come into apply. Hence, mere entry in the statement of account cannot charge a person with liability. Since the defendant in the considered view of the Court and from the documents to show that the cash payment is made, has come relied only with Ex.B9 and Ex.B10 account statement and that alone in the considered view of the Court would not be sufficient to prove that the cash amount have been paid by the defendants to the plaintiff as per **Section 28 of Bhartiya Sakshya Abhiniyam (BSA), 2023**.

32. Morefully the defendants have not come up with any specific reason for non filing of the vouchers under which the cash payment were made by the defendants to the plaintiff . Morefully the plaintiff has not admitted the receipt of cash payment as alleged by the defendants by way of cash. Hence, this Court is of considered stand that the defendants have failed to establish that the defendants have paid a sum of Rs.1,01,86,093/- by way of cash as mentioned in the written statement.

33. It is further admitted fact that the plaintiff and the defendants had other transactions. The plaintiff / PW.1 also admits the same during his cross examination. The plaintiff / PW.1 also has admitted during his cross examination deposed at page No.14 regarding the cash payment as follows:-

"பிரதிவாதிக்கு நீங்கள் வங்கி மூலமாக ரூபாய் 98 லட்சம் திருப்பிக் கொடுத்துள்ளீர்கள் என்று சொன்னால் திருப்பிக் கொடுத்துள்ளேன் என்று கூறிவிட்டு சாட்சி என்னவென்று தனக்குத் தெரியவில்லை என்று தெரிவித்தார்."

"நீங்கள் பிரதிவாதிகள் உங்களுக்கு எந்திரங்களுக்காக தொகை செலுத்த வேண்டிய பாக்கியிருக்கும் நிலையில் என்ன காரணத்திற்காக 95 லட்சம் ரூபாய் தொகையினை பிரதிவாதிகளுக்கு நீங்கள் திருப்பி செலுத்தினீர்கள் என்று சொன்னால் வியாபாரத்திற்காக பிரதிவாதியிடம் சொத்தை அடமானம் வைத்துக் கடன் வாங்கியிருந்தோம், அந்தக் கடனுக்கான தொகைக்காக கொஞ்சம் கொஞ்சமாக **interest** ற்காக பணம் செலுத்தப்பட்டது."

"பிரதிவாதிகளிடமிருந்து தனிப்பட்ட முறையில் வாங்கிய கடனுக்காக ரூபாய் 95 லட்சம் வட்டியாக திருப்பி செலுத்தியுள்ளதாக நீங்கள் குறிப்பிட்டிருப்பது இவ்வழக்கிற்காக பொய்யாக சொல்கிறீர்கள் என்று சொன்னால் சரியல்ல."

"ரூ.4,72,55,200/- செலுத்தியுள்ளார், அதில் பிரதிவாதி எந்திரங்கள் உங்களுக்கு இதுவரை **supply** வகையில் செய்த ரூ.3,17,30,200/- தொகை போக மீதி ரூ.1,55,25,000/- பாக்கி இருந்தது, அதில் ரூ.95,00,000/- நீங்கள் திருப்பி செலுத்தி விட்டீர்கள் என்று சொன்னால் சரியல்ல, நான் திருப்பிக் கொடுக்கவில்லை."

34. As extracted above the PW.1 has given the answer during his cross examination, but the said amount of refund of Rs.95,00,000/- nor the pendency of due of Rs.1,55,25,000/- is not a point of dispute to be resolved in the present suit, as the defendants have not come up with any counter claim or set off. Morefully the present suit has been instituted by the plaintiff only on the basis of invoices for supplying of machineries and the defendants have also admitted the receipt of machineries / goods as mentioned in the invoices. The documents and Evidence shows that a sum of Rs.2,01,00,000/- is paid by the defendants to the plaintiff. Hence, the plaintiff would be entitled for the remaining amount as per the invoices on the first hand.

35. The plaintiff has claimed a sum of Rs.1,50,000/- as cash payment to the defendants which is shown in Ex.A5 account statement. Regarding the payment of said sum of Rs.1,50,000/- the DW.1 was cross examined and he has deposed in the cross examination dated 11.11.2025 at page No.9 as follows:-

"நீங்கள் உங்களுக்கு வாதியால் அனுப்பி வைக்கப்படும் எந்திரங்களை இறக்கி வைப்பதற்காக மற்றும் இதர செலவினங்களுக்காக ரூ.1,50,000/- வாதி உங்களுக்கு அனுப்பி வைத்துள்ளார் என்று சொன்னால் எந்திரங்கள் இறக்கி வைப்பதற்காக அவர் எனக்கு அனுப்பவில்லை, AC வாங்குவதற்காக அவரிடம் பணம் கொடுத்து இருந்தேன், அந்த எந்திரங்கள் வாங்குவதற்கான தொகை போக இருந்த மீதி தொகையை அவர் எனக்கு அனுப்பி வைத்தார்."

"ரூ.1,50,000/- மேற்சொன்னவாறு AC வாங்கியதற்கு தான் திருப்பி கொடுக்கப்பட்டுள்ளது என்று இவ்வழக்கில் ஆதாரம் எதையும் நீங்கள் தாக்கல் செய்யவில்லை என்றால் சரிதான்."

"வாதி கூறியது போல் நீங்கள் எந்திரங்களை கையாளுவதற்கான தொகையாக தான் வாதி உங்களுக்கு ரூ.1,50,000/- கொடுத்துள்ளார் என்று சொன்னால் சரியல்ல."

36. From the above said of deposition or the questions raised by the plaintiff side to the defendant / DW.1, if the said amount of Rs.1,50,000/- is paid by the plaintiff to the defendants for the purpose of handling the machinery, the plaintiff has to establish the fact that the plaintiff would be entitled for recovering of said sum of Rs.1,50,000/-. The plaintiff has come up with plea regarding the payment of sum of Rs.1,50,000/- to the defendants that on 18.07.2020 at the request of the defendants the plaintiff had paid an amount of

Rs.1,50,000/- to the defendant account for miscellaneous expenses. But, during cross examination it is the categorical stand of the plaintiff that the plaintiff had made the payment of sum of Rs.1,50,000/- to the defendants only for handling of machinery. If so, if the amount has been sent for handling the machinery, will the plaintiff would be entitled to recover the said amount, also has to be established by the plaintiff. Though the plaintiff has mentioned that the said amount of Rs.1,50,000/- in Ex.A5 account statement, that alone may not be sufficient to charge the defendants' liable to make the payment of sum of Rs.1,50,000/-, since no other independent evidence is available to show that the defendants are liable to make the payment of Rs.1,50,000/- to the plaintiff. Hence, this Court would consider that the plaintiff's claim for a sum of Rs.1,50,000/- in the considered view of the Court is not sustainable.

37. For the forgoing discussions this Court would consider that the plaintiff would be entitled for recovery of sum of **Rs.1,15,77,099/-** from the defendants.

38. The plaintiff has also claimed the interest at the rate of 24% per annum for the suit claim amount from the date of suit till the date of realization. This Court would consider that the nature of the transactions is commercial in nature and the plaintiff has come up the relief of interest at the rate of 24% per annum. The plaintiff have not come up with any specific stand that the parties

have agreed for making the payment of interest during the supply of machineries or have not fixed any terms of payment of interest in the invoices. It is agreed between the parties that the parties are also having other money transactions. Considering the above nature, this Court would consider that awarding the interest at the rate of 12% in a commercial transaction would be reasonable. Hence this Court would consider that the plaintiff granting the relief of interest at the rate of 12% per annum from the date of suit till the date of realization, could be reasonable and be awarded.

Issue No.3

39. As the plaintiff is granted with the relief as entitled for, the plaintiff is not granted with any further relief.

40. **In the result the suit is *Partly Decreed*** that the plaintiff is entitled for the relief of recovery of sum of **Rs.1,15,77,099/-** (Rupees One Crore Fifteen Lakhs Seventy Seven Thousand and Ninety Nine only) from the defendants along with **interest at the rate of 12% per annum** from the date of suit till the date of realization along with cost for the decretal amount.

Directly dictated to the Steno-Typist, Transcribed and Computerized by him, Corrected and Pronounced by me, on the **6th day of March, 2026.**

Judge,
Commercial Court,
(District Judge Cadre)
Coimbatore

List of witnesses examined on the side of plaintiff:-

PW.1 - Mr.Paramasivam

List of Witnesses examined on the side of defendants:-

D.W.1 - Mr.K.Murugesan

D.W.2 - Mr.Sugumaran

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

Exhibits	Date	Description of documents
Ex.A1	02.08.2018	Copy of GST Registration Certificate of the plaintiff firm
Ex.A2	01.07.2010	Copy of Certificate of Importer - Exporter Code (IEC) of the plaintiff firm.
Ex.A3	--	Online Copy of GST particulars of the 1st defendant firm
Ex.A4	--	Copy of Invoices and E-way Bills
Ex.A5	--	Ledger Account statement of plaintiff firm for the period from 01.04.2019 to 09.12.2024
Ex.A6	27.06.2017	Copy of Mortgage Deed

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

Exhibits	Date	Description of documents
Ex.B1	02.01.2020	Certificate from Chartered Accountant
Ex.B2	21.05.2024	Bank Statement of Account with TMB
Ex.B3	06.02.2025	Bank Statement of Account with SBI
Ex.B4	05.02.2025	Bank Statement of Account with UBI
Ex.B5	06.02.2025	Bank Statement of Account with TMB
Ex.B6	16.09.2025	Bank Statement of Account with UBI
Ex.B7	--	Ledger Account for the period from 01.04.2017 to 31.03.2018 between the 2nd defendant and the plaintiff
Ex.B8	--	Ledger Account for the period from 01.04.2018 to 31.03.2019 between the 2nd defendant and the plaintiff

Ex.B9	--	Ledger Account for the period from 01.04.2019 to 31.03.2020 between the 1st defendant and the plaintiff
Ex.B10	--	Ledger Account for the period from 01.04.2020 to 31.03.2021 between the 1st defendant and the plaintiff
Ex.B11	--	Ledger Account for the period from 01.04.2021 to 31.03.2022 between the 1st defendant and the plaintiff
Ex.B12	--	Income Tax Return Acknowledgment for the Assessment Year 2018 - 2019 for the 1st defendant
Ex.B13	--	Income Tax Return Acknowledgment for the Assessment Year 2019 - 2020 for the 1st defendant
Ex.B14	--	Income Tax Return Acknowledgment for the Assessment Year 2020 - 2021 for the 1st defendant
Ex.B15	--	Income Tax Return Acknowledgment for the Assessment Year 2021 - 2022 for the 1st defendant
Ex.B16	--	Income Tax Return Acknowledgment for the Assessment Year 2022 - 2023 for the 1st defendant
Ex.B17	--	Income Tax Return Acknowledgment for the Assessment Year 2023 - 2024 for the 1st defendant
Ex.B18	--	Income Tax Return Acknowledgment for the Assessment Year 2020 - 2021 for the 2nd defendant (HUF)
Ex.B19	--	Income Tax Return Acknowledgment for the Assessment Year 2021 - 2022 for the 2nd defendant (HUF)
Ex.B20	--	Income Tax Return Acknowledgment for the Assessment Year 2022 - 2023 for the 2nd defendant (HUF)
Ex.B21	--	Income Tax Return Acknowledgment for the Assessment Year 2023 - 2024 for the 2nd defendant (HUF)
Ex.B22	--	Income Tax Return Acknowledgment for the Assessment Year 2024 - 2025 for the 2nd defendant (HUF)
Ex.B23	--	Income Tax Return Acknowledgment for the Assessment Year 2025 - 2026 for the 2nd defendant (HUF)
Ex.B24	--	Copy of PAN Card of K.Murugesan (HUF)
Ex.B25	--	Copy of PAN Card of Murugesan Kaliannan

List of documents marked through summoned witness

Exhibits	Date	Description of documents
Ex.X1	11.11.2025	Bank Statement of Account for the period from 01.04.2019 to 31.03.2020

Judge,
Commercial Court,
(District Judge Cadre)
Coimbatore