

IN THE COURT OF DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE, PALLAVARAM

PRESENT: Thiru.C.P.MULLAI VANAN, B.A.B.L.(Hon's),
District Munsif cum Judicial Magistrate, Pallavaram

Monday, 01st day of June 2026

OS No:128/2024

CNR.No:TNCG10-001905-2024

R.U. Siva Ramkumar

--- Plaintiff

-Versus-

M/s. Atandra Energy Private Limited,

Rep. By its Managing Director

Mr.Nikhil Ramanlal.

--- Defendant

This suit came up for final hearing on 30.01.2026 in the presence of advocate M/s.K.B. Udhayan, counsel appearing for Plaintiff, and Defendant side summon served and defendant called absent set exparte on 30.06.2025 for non filing of written statement. Upon perusing the entire case records, on hearing plaintiff side argument and having stood over for consideration till this date, this court delivers the following:-

JUDGMENT

1) Suit filed by the plaintiff seeking for the relief of directing the defendant to pay a principle sum of Rs.18,060/- being the amount payable to the plaintiff together with the interest @ 1.5% p.m. from the date of payment made by the plaintiff on 01.02.2023 to till date for a period of 5 months amounting to R.1350/- from the date of the suit to till the date of actual payment and for costs.

2) BRIEF AVERMENTS OF THE PLAINT IS AS FOLLOWS:-

2.1) The plaintiff submitted that he was supplying packaged drinking water cans and milk for the Defendant's factory situated at Plot No.9 & 10, Boopathy Nagar, Keelkattalai, Chennai - 600-117 from the year 2020 till 10th

February 2024. One of the employee of the Defendant's company one Mr.Natarajan had demanded a sum of Rs.5000/-(Rupees Five Thousand Only) as commission for the supply made by him to their factory and when he refused to pay the commission the said Mr.Natarajan had asked the Plaintiff to stop supply of water cans and milk immediately. The Plaintiff submits that he was forced to stop from supplying water cans and milk to the defendant's factory as the plaintiff refused to heed to the demand of payment of the commission to Mr.Natarajan.

2.2) The Plaintiff submits that he has nor collected any advance amount as caution deposit from the Defendant for the supply of plastic water cans (Bubble Top Bottles) or for the milk supplied by him. The Plaintiff submits that Defendant used to transfer the monthly payment to his bank account towards the supplies made by him for the previous month on the succeeding month.

2.3) The Plaintiff submits that he had supplied the following things to the Defendant's factory for the period 01.02.24 till 10.02.24:-

- i. Cow Milk Rs.60/- per liter Total No of liters 141. 141×60 -Rs 8460/-
- ii. Drinking water cans Rs.30/- per can Total No of drinking water can 60 nos. 30×60 - Rs. 1800/-

2.4) The Plaintiff submits that apart from the above mentioned liabilities 60 empty water cans for a value sum of Rs.7,800/-(Rupees Seven Thousand and Eight Hundred Only) are lying at the Defendant's factory premises at Plot 600 117 since No. 9 & 10 Boopathy Nagar, Keelkattalai, Chennai 10.02.2024. The Plaintiff submits that the said Mr.Natarajan did not allow him to take back the empty plastic water cans and as such 60 numbers of water cans are still lying in the Defendant's factory premises since 10.02.2024. The Plaintiff submits that many requests was made by him for the payment due to him for the supply of water, cow milk and the cost of the empty cans as above mentioned was not

considered by the Defendant. Hence a total sum of Rs.18,060/- is due from the defendant.

2.5) The Plaintiff submits that even after several request and reminders the Defendant had willfully defaulted and deliberately failed to pay the due amount to him. The Plaintiff submits that he is in urgent need of money for his urgent family commitments and he has requested the Defendant to pay the sum of Rs.18,060/-(Rupees Eighteen Thousand and Sixty Only). The plaintiff submits that he is in more financial crisis at present. The Plaintiff submits that the Defendant's act of non-compliance of not repaying the above mentioned amount had caused him severe mental agony as he is in severe financial trouble that cannot be compensated in terms of money. The Plaintiff submits that the Defendant's act of keeping silent even after so many days had passed did not appear to be in the normal course of business.

2.6) The Plaintiff submits that he had requested the Defendant to return back the sum of Rs.18,060/-(Rupees Eighteen Thousand and Sixty Only) and he had issued the Defendant legal notice dated 25.03.2024 demanding the Defendant to repay the above mentioned amount. The Plaintiff submits that Defendant having received the said notice the Defendant has deliberately failed to give a reply to the said notice and had not repaid any amount to him to till date. In spite of the above notice and requests from the Plaintiff and discussions held with the Defendant, the latter has turned a deaf ear to the genuine effort of the Plaintiff to settle the matter amicably. Hence, this suit.

3) In this suit, defendant was called absent and set exparte on 30.06.2025 for non filing of written statement.

4) Exparte Evidence:

On the side of plaintiff, the Plaintiff Tr.R.U. Siva Ram Kumar, was examined as PW1 and through her Exhibits A1 to A5 were marked. On the side

of the defendant no witnesses were examined and no exhibits were marked.

5) Points For Determination:

(i) Whether the plaintiff is entitled to the reliefs as prayed for ?

6) Plaintiff side arguments heard. Records perused.

7) The case of the plaintiff is that the plaintiff is a supplier of packaged drinking water cane and milk to the defendant factory and the plaintiff had supplied for the period 01.02.2024 to 10.02.2024 cow milk for the value of Rs.8460/- and drinking water cane value of Rs.1800 and the defendant has not paid the above amount for the goods supplied and the defendant is also having custody of 60 empty water cane of worth Rs.7800/- and the defendant is liable to pay the above mentioned total a sum of Rs.18,060/- and the plaintiff also demanded the defendant to pay the above amount directly but the defendant has not paid the said amount and thereafter the plaintiff had issued a legal notice to the defendant to pay the sum of Rs.18,060/- dated 25.03.2024 and the defendant received legal notice and not sent any reply and not repaid the amount also. Therefore, the plaintiff filed the above suit to order the defendant to pay a sum of Rs.18,060/-. Hence this suit.

8) In this case, the plaintiff Tr.Siva Ram Kumar was examined himself as PW1 and deposed to the plaint averments and exhibits Ex.A1 to A5 were marked on the side of the plaintiff. Ex.A1 which is the office copy of legal notice along with acknowledgment card dated 05.03.2024, Ex.A2 which is the photo copy of family card of plaintiff (compared with original), Ex.A3 which is the photo copy of Aadhar card of plaintiff (compared with original), Ex.A4 which is the web copy of whatsapp Messages given by defendant, Ex.A5 which is the web copy of Bank Statement.

9) In this case, the defendant not appeared and not filed written statement for the plaint. Eventhough the defendant has not raised any objection to the plaintiff the burden of proof always lies on the plaintiff to prove his case. In this case, the plaintiff contended that he had supplied packaged drinking water cane and cow milk to the defendant for the sum of Rs.10,260/- but the plaintiff has failed to file any proof of acknowledgment of receiving above goods by the defendant and also the plaintiff has not filed any documentary evidence to prove that 60 empty drinking water cane are in the custody of defendant. Moreover, the plaintiff alone examined himself as PW1 and the plaintiff has not examined any independent witness to prove the supply of above goods to the defendant.

10) Eventhough the defendant said exparte the burden lies on the plaintiff to prove his case. In this case the plaintiff has not proved his case through sufficient oral and documentary evidence. From the above discussion, this court comes to the conclusion that the plaintiff has not proved the cause of action. In the above circumstances, this court is not inclined to grant the relief as prayed by the plaintiff as against the defendant.

11) **In the result, this suit is dismissed.** Considering the fact and circumstances of the case the plaintiff is ordered to bear the cost of the suit.

Dictated to the steno - typist and directly typed by him in computer and corrected and pronounced by me in the open court on this the 01st June 2026.

Sd/-Tr.Mullaivanan,

District Munsif cum,
Judicial Magistrate,
Pallavaram.

I) PLAINTIFFS SIDE WITNESSES:

S.No	Witness No.	Name
1	PW1	Tr.R.U. SivaRam Kumar

II) PLAINTIFFS SIDE EXHIBITS:

S.No.	Exhibit	Date	Documents	Remarks
1.	Ex.A1	05.03.2024	Legal notice and along with acknowledgment card	original copy
2.	Ex.A2		Family card of plaintiff	compared with original
3.	Ex.A3		Aadhar card of plaintiff	compared with original
4.	Ex.A 4		Whatsapp Messages given by defendant.	Web copy
5.	Ex.A5		Bank Statement.	Web copy

IV) DEFENDANTS SIDE WITNESS AND EXHIBITS: NIL

Sd/-Tr.Mullaivanan,
District Munsif cum
Judicial Magistrate
Pallavaram.

// True Copy //

District Munsif cum Judicial Magistrate
Pallavaram.

DM CUM JM, PALLAVARAM**Da** Dated:01.06.2026.**O.** O.S.No.128/2024**Judgment Pronounced in open court****In the result, this suit is dismissed.**

Considering the fact and circumstances of the case the plaintiff is ordered to bear the cost of the suit. Detailed judgment vide in separate sheet.

DM cum JM
PVM