

In the Court of the Principal District Judge at Kancheepuram

Present: **Tmt. Deepthi Arivunithi, M.L.,**

Principal District Judge, Kancheepuram

Friday, the 27th day of March 2026

O.S.No.157/2019

(CNR.No. TNKP060000232019)

M/s. Usha International Limited,
having registered office at 10th Floor
Surya Kiran Building
No.19, Kasturba Gandhi Marg,
New Delhi 110001.

.. Plaintiff

Vs.

1. M/s. Lakshmi Associates,
Tirunelvi
2.A. Ganesan
3. Senthil Arumugam

.. Defendants.

This suit came before me on 26.02.2026 for final hearing before me in the presence of M/s. A. D. Sivagurunathan, A. Thiyagarajan, Advocate for plaintiff and the defendants being called absent set ex parte and upon hearing the plaintiff side and having stood over the matter for consideration till this day, this court delivered the following

JUDGMENT

Plaint filed under Order VII Rule 1 C.P.C. for recovery of a sum of Rs.62,11,135/- along with future interest at the rate of 18% per annum and for costs.

2. The defendants have remained absent despite service of summons and were therefore set *ex parte*. On behalf of the plaintiff, PW1 was examined and Ex. A1 to A11 were marked. Heard the plaintiff counsel.

3. The case of the plaintiff is as follows. The plaintiff is registered under the Companies Act and is engaged in the business of manufacturing and marketing of sewing machines, electric fans, diesel/electrical engines, pump-sets, compressor pumps, home appliances, auto parts, water coolers, water dispensers, cooking stoves and other consumer durables/parts thereof with various specifications, sizes and applications. The 1st defendant is a partnership firm and the defendants 2 and 3 are the partners of the said firm who obtained its dealership in the month of October 2006. The defendants 2 and 3 representing the 1st defendant entered into a dealership agreement with the plaintiff company on 15.11.2007 and became an authorised dealer for Tirunelveli area. The defendants were placing orders for supply of goods and the plaintiff was supplying goods and invoicing the required quantity of goods to the defendants. The goods were purchased on credit basis. Initially the payments were made in a regular manner. However, thereafter the payments became irregular. The balance accumulated was Rs.41,45,147/-. In spite of several demands, the amount was not paid. The defendants issued cheques towards payment. However, they were returned unpaid with the endorsement 'insufficient funds'. The plaintiff is entitled to interest at the

rate of 18% per annum on the outstanding sum of Rs.41,45,147/-. Hence, the present suit is filed claiming the outstanding amount with interest at the rate of Rs.21,65,988/-.

4. The following documents are filed in order to prove its case. The board resolution and authorisation letter is marked as Ex. A1. The dealership agreement is marked as Ex. A2. The legal notice dated 26.10.2017 is marked as Ex. A3. The return covers are marked as Ex. A4 to Ex. A6. The photo copy of the complaint under s.138 N.I. Act is marked as Ex. A7. The account statement is marked as Ex. A8. The postal receipts are marked A9 to Ex. A11.

5. Upon hearing both sides and having perused the materials on record, this court finds as follows. It is seen that there was a dealership agreement entered into between the plaintiff and the defendants 1 to 3. As per the statement of accounts, it is seen that there is a sum of Rs.41,45,147/- that is due and payable. In the legal notice, it is seen that there was a demand of 18% interest. The notices were returned as left. It is seen that notice was sent to the address as mentioned in the dealership agreement. The defendants have also not appeared before this court despite service of summons and remained *exparte*. Hence, in the absence of any material to the contrary, this court finds that the plaintiff is entitled to the suit relief as prayed for. The future interest is limited to 6% per annum considering the

facts and circumstances. Accordingly, the plaintiff is entitled to the suit relief as prayed for.

6. In result, this suit is decreed with costs and the defendants 1 to 3 are directed to jointly and severally pay a sum of Rs.62,11,135/- along with future interest at the rate of 6% per annum on Rs.41,45,147/- from the date of the plaint till the date of realization.

Partly dictated to the Steno-typist, typed by her in computer partly typed by me in my laptop, corrected and pronounced by me in open court, this the 27th day of March 2026.

Principal District Judge
Principal District Court
Kancheepuram.

Witnesses on Plaintiff's side:

P.W.1 V. Mathavan

Exhibits on Plaintiff's side:

Ex.A.1	..	Photo copy of the Board Resolution and Authorization letter.
Ex.A.2	.	Copy of the dealership agreement between the plaintiff and the defendants dated 05.11.2007.
Ex.A.3	26.10.2017	Office copy of the Lawyer's Notice issued to the defendants for demand of money.
Ex.A.4	..	Returned Registered cover refused by the 1st defendant.
Ex.A.5.	..	Returned registered cover refused by the 2nd defendant.

Ex.A.6	..	Returned registered cover refused by the 3rd defendant.
Ex.A.7	..	Photo copy of the complaint under section 138/NI Act.
Ex.A.8	02.12.2024	Copy of the Account Statement.
Ex.A.9	..	Original postal receipt of the 1st defendant.
Ex.A.10	..	Original postal receipt of the 2nd defendant.
Ex.A.11	..	Original postal receipt of the 3rd defendant.

Exhibits and Witnesses on Defendants' side: NIL.

Principal District Judge,
Principal District Court,
Kancheepuram

Draft/Fair Judgment
O.S.No.157/2019
Principal District Court ,
Kancheepuram
Date: 27.03.2026

