

IN THE COURT OF PRINCIPAL SUBORDINATE COURT, KARUR

PRESENT:- THIRU. C. VEDIYAPPAN, M.A.,M.L.,

Principal Subordinate Judge, Karur.

Thursday, the 21th day of November, 2024

O.S. No. 801/2018

(CNR.No. TNKR03-001771-2018)

Ms.R. Sivagamasundari,

Sole Proprietrix: M/s. Sree Ravi Tex, Karur,

rep. by her General Power of Attorney,

Agent Mr. K. Ravichandran.

..... Plaintiff

/Vs/

Mr. S. Anand,

Sole Proprietor: M/s. Sri Natrayan Fabrics,

No. 19, Kongu Nagar Main Road,

Vengamedu (Post), Karur – 639 006.

.....Defendant

This suit was taken on file by this Court on 28.09.2018 and came up for final hearing before me on 18.11.2024 in the presence of Mr. P. Ramani, Advocate for the plaintiff and of Mr. R. Rajendiran, Advocate for the Defendant and upon hearing arguments, evidence and upon perusing the materials available on the records and having stood over for consideration till this day, this court deliver the following;

JUDGMENT

The plaintiff filed the above suit for recovery of money for a sum of Rs.3,99,720/- with subsequent interest at the rate of 24% per annum as against the defendant and costs of the suit.

1. Gist of the plaint averments is as follows;

1.1. The plaintiff is a Sole Trader and doing the business of purchasing and selling of cotton yarns at Kamarajapuram North, Sengunthapuram post, Karur. The plaintiff, the sole proprietor, being a women who cannot do all the works pertaining to the business and move away frequently from her business house. Hence, the plaintiff has executed a Power of Attorney and appointed her husband namely, K. Ravichandran S/o. Kaliyappan as power agent on 01.04.2016 to do all the acts

including the institution of the suits and other legal proceedings for the recovery of debts due to her.

1.2. The defendant is a sole Trader and sole proprietor of M/s. Sri Natrayan Fabrics, having place of business at No. 19, Kongunagar main road, Vengamedu, Karur and doing the business of manufacturing and selling of cottons handloom textiles goods. The defendant is having transaction with the plaintiff in purchasing yarn on credit basis. During the course of business, the defendant has purchased cotton yarn from the plaintiff on 16.09.2017, vide invoice No. 210, for a sum of Rs. 3,20,460/- on credit basis. Thereafter, in spite of the repeated demands made by the plaintiff, the defendant failed to repay the aforesaid invoice amount to the plaintiff. As per the Trade usage and custom of yarn business and as per the agreement had with the plaintiff, the defendant is liable pay the interest for the amount shown in the invoices at the rate of 24 % per annum after 5 days from the date of respective invoices. As per the statement of accounts maintained by the plaintiff, the defendant is liable to pay for a sum of Rs. 3,20,460/- to the plaintiff as on 16.09.2017.

1.3. Further, in order to discharge the liability of the defendant, the defendant issued a post-dated cheque in favour of the plaintiff on 01.06.2018, bearing cheque No. 720929 dated 04.06.2018, drawn on Karnataka Bank Limited, Karur Branch. The plaintiff presented the above cheque for encashment through his Bank namely, Karur Visya Bank, Thanthonimalai on 04.06.2018 and the same was returned with an endorsement as "Exceeds Arrangement" on 05.06.2018. Thereafter, in spite of the repeated demands made by the plaintiff, the defendant failed repay the invoice amount to the plaintiff. Therefore, the plaintiff issued a legal notice to the defendant on 12.07.2018, calling upon him to repay the invoice amount to the plaintiff on receipt of the legal notice and the same was returned from the business address of the defendant on 13.07.2018 and the legal notice was served to the defendant at his residential address on 13.07.2018. In spite of the repeated of the legal notice, the defendant neither paid the invoice amount nor any reply. Hence, the suit.

2. The Brief averments of the written statement filed by the defendant is as follows:

2.1. The suit filed by the plaintiff is false, frivolous, vexatious and unsustainable in law as well as on facts. The plaintiff is put to strict proof of all those averments made in this plaint save those that are specifically admitted herein. The plaintiff is not entitled to any relief much less the relief as prayed for this plaint. All the averments set out in para 3 to 7 and 9 of the plaint are true. In fact, during the time of business transaction, plaintiff obtained defendant's sign unfilled pronote and cheques. That is this suit's cheque. The defendant has already settled the entire amount to the plaintiff. The Plaintiff said that he will trace out the unfilled pronote and cheques and returned to the defendant. But the plaintiff did not return back the unfilled pronote and cheques to the defendant. The plaintiff filed the present suit with an intention to grab the money from the defendant. All the averments set out in para 8, 10 to 13 of the plaint are specifically denied as false and incorrect. In fact, there is no cause of action arises like this. Hence, the suit may be dismissed.

3. Based on the pleadings and the documents, the following issues are framed for trial on 04.10.2019.

Issues :-

SL.No.	Issues
1.	Whether the plaintiff is entitled to the suit amount as prayed for ?
2.	What other relief the plaintiff is entitled to ?

4. In order to substantiate the case of the plaintiff, the plaintiff's husband, who is the power agent of plaintiff namely, K.Ravichandran S/o. Kaliyappan was examined as PW1 and exhibits A1 to A8. Ex A1 is a Certified copy of the Registration Certificate of M/s. Sree Ravi Tex dated 01.04.2013. Ex. A2 is a Certified copy of the General Power of Attorney deed dated 01.04.2016. Ex. A3 is an original Extract of Account dated 27.09.2018. Ex. A4 is an original Cheque bearing No.

720929 of Karnataka Bank of Karur Branch dated 04.06.2018. Ex. A5 is an original Cheque return memo dated 05.06.2018. Ex. A6 is an office copy of Legal Notice dated 12.07.2018. Ex. A7 is an original postal returned cover dated 13.07.2018. Ex. A8 is an original Acknowledgement Card dated 13.07.2018. The plaintiff was examined a witness namely, V. Gowthaman S/o. Venkadesan as PW2 on his side. On the side of the defendant, no witness has been examined and no documents has been marked, with this, the evidence was closed.

5. Issue No. 1 :-

5.1. The Plaintiff side arguments heard and records perused. On Perusal of the records, it is seen that the plaintiff filed the above suit for recovery of money for a sum of Rs.3,99,720/- with subsequent interest at the rate of 24% per annum as against the defendant and costs of the suit. In order to substantiate the case of the plaintiff, he plaintiff's husband, who is the power agent of plaintiff namely, K.Ravichandran S/o. Kaliyappan was examined as PW1 and Ex. A1 to A8 were marked on the side of the plaintiff on 26.02.2024 and the case was posted for cross examination of PW1 on 18.03.2024 and for non-cross examination of Pw1, the defendant was set exparte on 18.03.2024. Furthermore, in order to prove the transaction between the plaintiff and the defendant, the statement of accounts of the plaintiff's company and a original cheque issued by the defendant dated 04.06.2018 are marked as Ex. A3 and A4 on the side of the plaintiff. Furthermore, in order to prove the transaction between the plaintiff and the defendant, the plaintiff was examined a witness namely, Gowthaman S/o. Venkadesan as PW2 on her side.

5.2. The Learned counsel appearing for the plaintiff argued that the defendant issued the Ex. A4 cheque in favour of the plaintiff on 01.06.2018 for discharging the invoice amount and at request of the defendant, the plaintiff has presented the Ex. A4 cheque for encashment through his Bank on 04.06.2018 and the same was returned with an endorsement as "Exceeds Arrangement" on 05.06.2018 and the return memo was marked as Ex.A5 on the side of the plaintiff. He further argued that after

issuance of the legal notice, the defendant failed to repay the Cheque amount to the plaintiff. Hence, the suit may be decreed as prayed for. On perusal of the records, it is found that the plaintiff's husband who is the power agent of the plaintiff examined as PW1 on 26.02.2024 and the case was posted for cross examination of PW1 on 18.03.2024 and for non-cross examination of PW1, the defendant was set exparty on 18.03.2024. Subsequently, the plaintiff was examined the Accounts Officer and Computer Operator of the plaintiff's company namely, Gowthaman S/o. Venkatesan as PW2 on 21.08.2024. Moreover, this court has given sufficient opportunity to the defendant for cross examination of PW1 and the defendant failed to cross examine the PW1. There is no progress on the side of the defendant for long time. Therefore, considering the facts and circumstances of this case, the defendant has failed to disprove the case of the plaintiff. Therefore, nothing is on record to disbelieve and discredit the testimony of PW1, PW2 and Exhibit A 3 and A4. In the absence of any contra evidence, it is presumed that the plaintiff has established his case against the defendant through oral and documentary evidence. Therefore, the plaintiff is entitled for recovery of the suit amount from the defendant as prayed for. These issues are answered accordingly.

6. Issue No. 2

In view of the decision arrived in issue No.1, the plaintiff is entitled for recovery of the suit amount from the defendant. Considering the facts and circumstances of the case, the defendant has to pay the costs of the suit to the plaintiff. This issue is answered accordingly.

In the result, the suit is decreed as follows;

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| a) | Thereby, directing the defendant to pay for a sum of Rs.3,99,720/- to the Plaintiff with subsequent interest at the rate of 6% per annum to the principal amount of Rs. 3,20,460/- from the date of institution of the suit till the date of realization of the decree amount. |
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b)	Thereby, the defendant shall bear the costs of the suit.
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Dictated by me to the Typist, typed by her, and corrected by me, Pronounced by me in open court, on this the 21th day of November - 2024.

**PRINCIPAL SUBORDINATE JUDGE,
KARUR.**

Plaintiff side Witness:-

PW1	Thiru. K.Ravichandran
PW2	Thiru. V. Gowthaman

Plaintiff side Documents:-

Sl.No.	Date	Exhibits	Documents
1	01.04.2013	Ex. A1	a Certified copy of the Registration Certificate of M/s. Sree Ravi Tex dated
2	01.04.2016	Ex. A2	a Certified copy of the General Power of Attorney deed
3	27.09.2018	Ex. A3	an original Extract of Account
4	04.06.2018	Ex. A4	original Cheque bearing No. 720929 of Karnataka Bank of Karur Branch
5	05.06.2018	Ex. A5	an original Cheque return memo
6	12.07.2018	Ex. A6	An office Copy of the Legal Notice
7	13.07.2018	Ex. A7	Postal returned cover
8	13.07.2018	Ex. A8	An Original Acknowledgement Card

Respondent side Witness and Documents:- Nil

**PRINCIPAL SUBORDINATE JUDGE,
KARUR.**