

IN THE COURT OF THE SUBORDINATE JUDGE, METTUR

Present: Thiru.R.Saravana Babu, B.A., L.L.B.,

Sub-Judge, Mettur

Tuesday, the 16th day of June 2026

O.S.No. 71/2025

CNR.No: TNSA16-000164-2025

M/s. Ramlax Road lines
rep. By its Partner
M.L. Viswanathan

... Plaintiff

//Vs//

Vijay prop
P&C Chem Cloud
Vellore

... Defendant

This suit is coming on 24.04.2026 before this Court for final hearing in the presence of Thiru. L. Ganapathy Subramanian, learned counsel for the plaintiff and the defendant having remained exparte and upon hearing the plaintiff side arguments and on perusing the documents as well as the oral testimony and having stood over for consideration till this day, this Court delivered the following:

JUDGMENT

This suit is filed for recovery of money and seeking to directing the defendant to pay the suit amount of Rs.2,36,452/- together from the date of suit till date of realization within such time that may be fixed by this Hon'ble Court and awarding the costs of the suit.

2) The Brief facts of the plaint is as follows:-

The plaintiff has filed the suit for recovery of money. The plaintiff is a partnership firm and represented by its managing partner and filed the suit against the defendant. The plaintiff is doing lorry transport business. The defendant company has requested the plaintiff company to carry the five different loads on five different dates from Hyderabad to Ranipet. Therefore, on 05.01.2023, 03.02.2023, 20.2.2023, 20.3.2023, 11.3.2023, the plaintiff company has carried the goods from the Hyderabad to the prescribed destinations as stated by the defendant. The defendant is totally liable to pay the amount of Rs.3,36,452/- to the plaintiff's company for the transport expenses. The defendant has paid

a sum of Rs.50,000/- on 18.2.2023 and on 20.2.2023 paid a sum of Rs.50,000/- towards the transport expenses to the plaintiff. Therefore, the defendant is liable to pay the balance amount of Rs. 2,36,452/- to the plaintiff. In spite of repeated demands from the plaintiff, the defendant failed to pay the above said amount. The plaintiff issued a legal notice to the defendant on 10.02.2025 and call upon the defendant to pay the balance amount. But the defendant did not come forward to pay the balance amount. Hence, the suit.

3. The suit was taken on file and summon was sent to defendant. The defendant was called absent and set exparte on 22.04.2025.

4. The point for consideration is:

- (i) Whether the plaintiff is entitled to recover the suit amount ?
- (ii) To what other relief the plaintiff is entitled to ?

5. To buttress the claim, the Plaintiff has been examined as Pw1 and has produced the documents under Ex.A1 to Ex.A11. Since the defendant remained exparte. This Court has carefully considered the arguments of learned counsel for Plaintiff and has keenly perused the evidence adduced by Plaintiff.

6. Findings:

- (i) Whether the plaintiff is entitled to recover the suit amount ?
- (ii) Pw1 has deposed the similar averments stated in the plaint. Exhibit A1 is the partnership deed. Exhibit A2 to A6 are the Invoice Bill. Exhibit A7 is the voucher by the defendant company. Exhibit A8 is the Legal Notice. Exhibit A9 is the RPAD cover. Exhibit A10 is the partnership deed. Exhibit A11 is the Acknowledgment of Registration of Firm.

7. The defendant has remained exparte and the veracity of testimony of Pw1 was not tested by way of cross examination and the documents relied by plaintiff was not disputed by defendant. If the defendant was really agrieved on the suit, he would have appeared before the court and have contested the case and put forth defence. In this circumstance, the plaintiff has proved the case by way of oral and documentary evidence, as such the plaintiff is entitled to recover the suit amount. The point is answered accordingly.

8. (ii) To what other relief the plaintiff is entitled to ?

Since the relief sought by the plaintiff is granted, the plaintiff is not entitled to any other relief. The point is answered accordingly.

9. In the result, in favour of Plaintiff, directing the defendant to pay the suit amount of Rs.2,36,452/- together with interest thereon at the rate of 9% per annum from the date of suit till date of decree along with interest at 6% per annum from the date of decree till the date of realization on the suit amount. The defendant is directed to pay the cost to plaintiff. The defendant shall bear his own cost.

Dictated to the typist directly and computerized by him, corrected and pronounced by me in the open court, this the 16th day of June 2026.

**Subordinate Judge,
Mettur.**

Plaintiff Side Witness:

P.W1 : M.L. Viswanathan

Plaintiff Side Exhibits:

Ex.A1	01.04.1999	Partnership deed	Xerox
Ex.A2	05.01.2023	Bill for Rs. 68391/-	Original
Ex.A3	03.02.2023	Bill for Rs. 14557/-	Original
Ex.A4	20.02.2023	Bill for Rs. 1,50,452/-	Original
Ex.A5	23.02.2023	Bill for Rs. 41600/-	Original
Ex.A6	11.03.2023	Bill for Rs. 61452/-	Original
Ex. A7	-	Voucher by the defendant company	Xerox
Ex.A8	10.02.2025	Advocate Notice	Office Copy
Ex.A9	24.02.2025	Return Cover	Original
Ex.A10	14.01.1978	Partnership deed	Original
Ex.A11	18.01.1978	Acknowledgment of Registration of Firm	Xerox

Defendant side Witness:Nil

Defendant side Exhibits:Nil

**Subordinate Judge,
Mettur.**