

IN THE COURT OF THE PRINCIPAL SUBORDINATE JUDGE, TIRUPPUR

Present :- Dr.V.Sree Vidya,
Principal Subordinate Judge,
Tiruppur.

Tuesday, the 17th day of March 2026

(Thiruvalluvarandu 2057, Visuvavasu Varudam Panguni Thingal 03rd Day

C.O.S.No.78/2024

(TNTI04-001017-2024)

M/s.Zeon International,

Represented by its Power of Attorney,

Mr.S.Sasikumar, Accounts Assistant,

...Plaintiff

//Vs//

Mr.P.S.Raghav,

Proprietor of M/s. Ganapathi Texknits

...Defendant

This suit came up before me for the final hearing on 17.03.2026 in the presence of Thiru.S.Prasanna, B.A., B.L., learned counsel for the Plaintiff, Defendant is forfeited and upon hearing plaintiff side arguments, and all connected material records and having stood over till this day, for consideration, this court delivered the following:

JUDGMENT

This suit has been filed seeking recovery of amount from the defendant to pay plaintiff the sum of Rs.8,94,901/- towards principal and interest and a future interest at the rate of 18% per annum on Rs.7,06,228/- from the date of suit till realization and the defendant to pay plaintiff costs of the suit.

2. The brief averments stated in the Plaint are as follows :-

2.1. The defendant is a proprietor of Ganapathi Texknits. The defendant approached the plaintiff with a request to provide the Spandex Yarn and as per the request of defendant, the plaintiff has supplied the above said Yarn as per the

requirements of defendant, on credit basis. The plaintiff has also raised proper invoices for all the supplies that they have made to the defendant and has paid all GST and other related taxes for such Sales.

2.2. The plaintiff maintains true and proper accounts in the regular course of business. As per the statement of account maintained by the plaintiff, as on 01.04.2024, a sum of Rs.7,06,228/ is due and payable by the defendant. The plaintiff has approached the defendant on more than one occasion demanding the payment of the above said balance. But the defendant has been postponing to making the payment mentioned above without any rhyme or reason. All the demand for money, made by the plaintiff were in vain.

2.3. On 22.02.2022, the plaintiff sent a legal notice to the defendant to pay the sum of Rs.9,63,051/-. At the time of issuance of notice the balance was Rs.9,63,051/- was due and payable by the defendant, Neither the acknowledgment card nor the returned cover is received, the fate of the notice is not known. Subsequent to the notice, the defendant paid Rs 1,00,000/- on 15.03.2022, Rs. 50,000/- on 22.02.2023 & Rs 50,000/- on 31.03.2023 and thereafter the defendant stopped paying the balance due. As such there was a due of Rs.7,63,051/- payable by the defendant.

2.4. Hence the plaintiff is left with no other option and but had to take legal recourse and as such the plaintiff is now constrained to file an application before the Hon'ble District Legal Services Authority for exhausting the remedy of Pre-Institution mediation U/s 12A(i) of the Commercial Courts Act, 2015 (4 of 2016) for recovering the balance due Rs.8,74,075/-with interest from the defendant and settle the dispute amicably. The Legal Services Authority posted the complaint for appearance of the defendant on 21.02.2024. Since the defendant did not turn up, the plaintiff filed a memo to close the mediation on the same day ie, on 21.02.2024 and refer the matter to Court. On the basis of the memo filed by this plaintiff, Tiruppur Legal Services Authority issued a Non Starter report to file a suit before the appropriate Court.

2.5. Subsequently after the closure of Mediation, on 28.02.2024, the defendant paid another sum of Rs.56,823/- and which brought down the balance to the sum of Rs.7,06,228/- The plaintiff is entitled to charge interest from the date of last payment made and as such at the time of filing the mediation complaint, there was a balance of Rs.8,74,075/- was payable to the plaintiff. As already said, subsequent to the closure of mediation, the defendant has paid a sum of Rs.56,823/- on 28.02.2024 which brought the balance to Rs.7,06,228/-. Now the plaintiff is entitled to claim the interest as per mediation for the outstanding amount as claimed under it and subsequent interest on Rs.7,06,228/- at the rate of 18% from 01.03.2024 to 02 09.2024 which comes to the sum of Rs.63,914/- Since the defendant has failed to pay the above said dues, the plaintiff is left with no other alternative but to come forward with this suit. The defendant is not entitled to any relief under any debt relief act. The last date of filing the above suit as per the statement of account is on 28.02.2027. Hence the suit is well within the period of Limitation. Hence this suit.

3. Point for consideration:-

The defendants have not appeared in court to present their defence and hence, when the defendants had not appeared, the defence which had to be put forth by the defendant is forfeited and even when there was a chance for the defendant to cross examine the plaintiff regarding the plaintiff case, the defendants have not chosen to cross examine the plaintiff in defence.

4. Whether the suit is to be decreed?

4.1 Heard. Record perused. The defendants borrowed amount from the plaintiff. After borrowed the amount the defendant not repay the said amount.

4.2 Upon a perusal of the records summon served to the defendant, the defendant failed to appeared and failed to file written statement, defend their case and he is remained exparte. The case of the plaintiff examined himself as PW1 and marked Ex.A1 to Ex.A5 upon on perusal of records of Ex.A1 is the Company's Registration Certificate, Ex.A2 is the Power of Attorney, Ex.A3 is the Invoices, Ex.A4 is the Accounts Statement, Ex.A5 is the Legal notice. Though the plaintiff proved their

case the defendant neither appear nor disprove the same. Hence this court concludes that plaintiff has proved their case.

In the result, suit is decreed with cost directing the defendant to pay a sum of Rs.8,94,901/- to the plaintiff with subsequent interest on the principal amount of Rs.7,06,228/- at the rate of 6% per annum from the date of suit to till the date of decree

Dictated to typist and transcribed and typed by him in computer, corrected and pronounced by me in open court, this the 17th day of March 2026.

Principal Subordinate Judge,
Tiruppur.

I. List of witness examined on the side of the Plaintiff :-

P.W.1	S.Sasikumar
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II. Documents marked on the side of the Plaintiff :-

Ex.A1	-	Company's Certificate	Registration	Certified Copy
Ex.A2	22.07.2024	Power of Attorney		Original
Ex.A3	-	Invoices (26 Nos)		Original
Ex.A4	-	Accounts Statement		Copy
Ex.A5	22.02.2022	Legal notice		Office Copy

III. List of witness examined on the side of the Defendants :-Nil

IV. Documents marked on the side of the Defendants :- Nil

Principal Subordinate Judge,
Tiruppur.

**Fair/Draft Judgment in
COS No.78/2024
Dated. 17.03.2026
PSJ Court,
Tiruppur.**