**IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE, TIRUPPUR**

Present:- **Thiru. N. Gunasekaran, M.B.A., B.L.,**
Principal District Judge, Tiruppur

**Tuesday, the 16th day of September, 2025**

**COMMERCIAL SUIT No. 16/2024**

**(CNR. No. TNTI18 – 00 2543 2024)**

BRT Spinner Private Limited
Represented by its Senior Office Manager
Murugamanoharan ... Plaintiff

**Vs.**

1. SAF Impex, A partnership Firm
   Represented by its Partner Aman Batra

2. Aman Batra,
   Partner of SAF Impex

3. Sumant Batra,
   Partner of SAF Impex … Defendants

On 19.08.2025, the suit came up for final hearing before me in the presence of Thiru.S.Prasanna, Advocate for the plaintiff and the defendants No. 1 to 3 having remained exparte and upon hearing the plaintiff side arguments, upon perusing the records, this Court deliver the following:

## JUDGMENT

Suit is for recovery of money directing the defendants to pay the plaintiff a sum of Rs.2,08,48,856/- together with future interest at 18% per annum on Rs.1,19,63,766/- from the date of suit till the date of realization and for cost.

**2. The case of the plaintiff in brief from her plaint is as follows:**

The plaintiff is a Private Limited company carrying on the business of manufacturing yarn and fabric being represented by its Senior Office Manager Murugamanoharan authorized by the Board of Directors. The 1st defendant is a partnership firm in which defendants No.2 and 3 are partners. On behalf of the 1st defendant, the defendants No.2 and 3 approached the plaintiff with a request to supply fabric and the plaintiff has supplied fabric as per their requirements on credit basis and raised proper invoices for all the supplies made by them. As per the statement of account maintained by the plaintiff, as on 29.04.2021, a sum of Rs.1,19,63.766/- is due and payable by the defendants to the plaintiff. There is a specific clause in all invoices raised by the plaintiff to the effect that after the expiry of 90 days, the defendants are liable to pay interest at 24% p.a. on the invoice amount due. As such, as on 31.01.2024, opposite parties are liable to pay interest of Rs.75,82,903/- on the principal amount of Rs.1,19,63,766/-. Altogether the defendants No.1 to 3 are liable to pay a sum of Rs.1,95,46,669/- to the plaintiff. The Plaintiff has been requesting opposite parties 1 to 3 repeatedly to settle the above said sum. The Defendants Nos. 1 to 3 are purposely evading to make the balance payment. The Plaintiff issued a legal notice to the defendants to repay the balance payment with interest of 24% interest within 7 days from the date of receipt of notice. The legal notice sent to the 1st defendant is returned as “No such person’, to the defendants No.2 and 3 are returned as “Left” and the notice sent to the residential address of the defendants No.2 and 3 are also returned as “No such person in the address”. Hence the Plaintiff is left with no other option to file the application before the District Legal Services

Authority for exhausting the remedy of pre - institution mediation U/s. 12A(i) of the Commercial Courts Act, 2015 and settle the dispute amicably. Since the defendants did not turn up, the Legal Services Authority issued a Non-Starter report to file a suit before appropriate Court. Hence, the suit.

**3**) In spite of effecting Paper publication for the defendants No. 1 to 3, nor they appeared and no representation for them and hence, they were set exparte.

**4)** On the side of the plaintiff, Senior Office Manager of the plaintiff firm was examined as PW.1 and Exs.A1 to Exs.A.8 were marked.

**5)** **Point for consideration is:-**

Whether the plaintiff is entitled for suit claim as prayed for?

**6)** **Point:**

Plaintiff side heard. Records perused. The plaintiff is a Private Limited company carrying on the business of manufacturing yarn and fabric and the certified copy of its Certificate of Incorporation pursuant to change of name is Ex.A.6. The plaintiff firm is being represented by its Senior Office Manager Murugamanoharan authorized by the Board of Directors of the company through resolution passed in the meeting held on 06.06.2024 as per Ex.A.4. The 1$^{st}$ defendant is a partnership firm and the defendants No.2 and 3 are its partners. On behalf of the 1$^{st}$ defendant, the defendants No.2 and 3 purchased fabric from the plaintiff on credit basis and the plaintiff had raised proper invoices vide

Ex.A.7 (17 numbers) for the supplies made by them. As per the statement of account maintained by the plaintiff in Ex.A.1, as on 29.04.2021, a sum of Rs.1,19,63,766/- is payable by the defendants and after the expiry of 90 days, as on 31.01.2024, they are liable to pay interest of Rs.75,82,903/- and altogether they are liable to pay a sum of Rs.1,95,46,669/- to the plaintiff. In spite of repeated demands, they had evaded to make the balance payment and hence, the plaintiff had issued a legal notice in Ex.A.2; dated: 17.02.2024 to them. The legal notice sent to the defendants also returned. The returned postal covers are Ex.A.3. The pre –institution mediation also went in vain since the defendants failed to turn up as per Non-Starter report in Ex.A.5 from the District Legal Service Authority, Tiruppur.

**7)** The Senior Office Manager of the plaintiff firm viz. Murugamanoharan was examined as PW.1 and he would depose evidence in order to establish the case of the plaintiff. From the oral and documentary evidence, it is noticed that the outstanding amount to the plaintiff from the defendants is Rs.2,08,48,856/- as on the date of suit. The claim of the plaintiff was proved through the evidence of PW.1 and Ex.A.1 to A.8. From the evidence, it is established the plaintiff had supplied fabric on credit basis to the defendants and they evaded to pay the amount due. The defendants remained exparte and they failed to refute the contentions of the plaintiff and hence, adverse inference is to be drawn against them. From the evidence available on record, this Court hold that the plaintiff has proved its claim and the defendants are liable to pay the same with subsequent interest. Hence, the suit is to be decreed as prayed for. Point is answered accordingly.

In the result, the suit is decreed with cost by directing the defendants to pay the plaintiff with a sum of Rs.2,08,48,856/- being the suit claim together with interest at the rate of 12% p.a. on a sum of Rs.1,19,63,766/- from the date of suit to date of decree and subsequent interest at the rate of 9 % p.a till the date of realization.

Dictated to the steno-typist, typed by her on the computer, corrected and pronounced by me in the open Court and uploaded in the Case Information System, this the 16th day of September, 2025.

NANJAPPAN GUNASEKARAN
Digitally signed by NANJAPPAN GUNASEKARAN
Date: 2025.09.16 17:43:27 +0530

Principal District Judge,
Tiruppur

**LIST OF WITNESSES EXAMINED ON THE SIDE OF PLAINTIFF:**

P.W.1 Murugamanoharan

**LIST OF EXHIBITS MARKED ON THE SIDE OF THE PLAINTIFF:**

| | | |
|---|---|---|
| Ex.A.1 | 01.04.2020 to 31.03.2023 | True Copy of the computerized accounts statement of the plaintiff firm for the business transactions with the defendants with the affidavit u/s. 65-B of Evidence Act. |
| Ex.A.2 | 17.02.2024 | Office copy of legal notice sent by the plaintiff to the defendants with receipts for registered post. |
| Ex.A.3 | 21.02.2024 | Returned postal covers containing legal notice sent by the plaintiff to the defendants No. 1 to 3 |
| Ex.A.4 | 06.06.2024 | Certified true copy of resolution of the meeting of the Board of Directors of the plaintiff company authorizing Murugamanoharan / PW.1 to conduct the suit. |
| Ex.A.5 | 08.05.2024 | Non-Starter Report issued by the District Legal Service Authority, Tiruppur |

| | | |
|---|---|---|
| Ex.A.6 | 18.11.2019 | Certified copy of Certificate of Incorporation pursuant to change of name of the plaintiff firm. |
| Ex.A.7 | - | Original Invoices (17 numbers) |
| Ex.A.8 | -- | Photo copy of Aadhar card of Murugamanoharan / PW.1 |

NANJAPPAN GUNASEKARAN

Digitally signed by NANJAPPAN GUNASEKARAN
Date: 2025.09.16 17:43:35 +0530

Principal District Judge,
Tiruppur.

Draft / Fair Judgment
COS. No. 16/2024
Dated: 16.09.2025
P.D.J. Court, Tiruppur.