

Received on :

Registered on :

Decided on :

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Exh. _____

IN THE COURT OF JUDGE SMALL CAUSE COURT
AT SURAT
SMALL SUMMARY SUIT NO. 93 OF 2020

PLAINTIFF :

***CONDOR FOOTWEAR(INDIA) LTD, THROUGH ITS
AUTHO. PERSON- RAKESH BHAGVANDAS ADNANI***

Aged about 44 years, Occupation: Business,

Address: A/1, 3503-04, Main Road. 03, Sub- Road No. 35, Bh
Devrekha, Sachin GIDC, Surat

Versus

DEFENDANTS :

1. VISHAL TRADERS

Address: S-33/47, A-6, Durga Pooja Wali Gali, Teliabagh,
Varanasi, Uttar Pradesh-221002

2. NARENDRA SINGH

Address: As above

Mobile: 9651702097

3. *NEW VISHAL TRADERS*

Address: S-13/47, A-6, Durga Pooja Wali Gali, Teliabagh,
Varanasi, Uttar Pradesh-221002

4. *MRS SHILA DEVI W/o NARENDRA SINGH*

Address: Garauni, Chunar, Garauri, Mirzapur-231302 (UP)

APPEARANCE:

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Mr. A.H.Tripathi, Ld. advocate for the plaintiff.

Mr. D.V. Gandhi, Ld. advocate for the defendants.

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Sub: Suit for recovery of Rs.2,44,167/- along with interest

:: JUDGMENT ::

[1] The plaintiff filed a suit against Vishal Traders for recovery of Rs.2,44,167/-. It is submitted by the plaintiff that the plaintiff company is registered under Companies Act and has its registered office at Sachin GIDC, Surat.

[2] It is further submitted by the plaintiff that the plaintiff supplied goods as per the orders placed by the defendants which are as under:

BRAND AEROWALK: 0545(AW) G-25 RED PLUS BLK SLP BK/S, CO32 (AW) ZIG-ZAG RED SLP-BT/S, GE15(AW) NMZ BLACK SLP-BK/S, MT07 (AW) G-25 BLU SLP, RED SLP-BK/S

BRAND INBLU: OAN7 (IN) KNOT PATENT BLACK PLUS GRY SLP-DK, BROWN PLUS GOLD SLP-BI, W006(IN) G-25 RED SLP-TB/S

BRAND CHIPS: 3013(CH) ST BLK BK/S, ST/COPPER SLP-DK/S

[3] It is further submitted by the plaintiff that the goods were supplied between 1.04.2018 to 31.03.2019 for value of Rs.3,82,802/-. They issued cheque no. 000308 for Rs. 1,69,699/- in favour of the plaintiff but the cheque returned unpaid due to "*Fund insufficient*". Hence, the defendants failed to make payment of the goods purchased by them. Hence, as per the customs and uses, they became liable to make payment of the dues as well as the cost of Rs. 74,468/-. Hence, plaintiff served demand notice upon the defendants dated 12.10.2020, but defendants did not made any compliance with the notice. Hence, the plaintiff filed the suit under Order 37 of Code of Civil Procedure.

[4] As soon as the suit was filed, the defendants were duly served with summon for appearance and summon for judgment. They

filed their appearance and also filed Application for "Leave of Defence" at Exhibit 17 which was conditionally granted by Order dated 18.08.2022 and defendants were ordered to deposit 50% of the suit amount in the Court within one month from the date of Order but the defendants did not complied with the Order of the Court within the stipulated time and even after the expiry of one month period, they did not deposit 50% suit amount with the Court. Hence, due to non-compliance of the Order passed below the application for "Leave of Defence", the plaintiff became entitled to sign the judgment as per the provision of Order 37 Rule 2.

[5] The plaintiff supported its claim with the documents at Mark 3/1 to 3/36 which are as under:

DOCUMENTARY EVIDENCE:

<i>Sr. No.</i>	<i>Particulars</i>	<i>Mark</i>
1.	Copy of Certificate of Commencement of Business	3/1
2.	Copy of Certificate of Incorporation	3/2
3.	Copy of Memorandum of Association	3/3
4.	Copy of Article of Association	3/4
5.	Certified Copy of Letter of Form No. 32 and DIR No.12 of the plaintiff	3/5
6.	Certified Copy of agreement assigning the	3/6

	person as authority for the case	
7.	Certified Copy of agreement appointing the advocate for the case	3/7
8.	Certificate of Section 65(B) of Evidence Act	3/8
9.	Certified copy of Bill No. 218, 000, 469 of the goods sent to the defendants	3/9
10.	Certified copy of Bill No. 218, 000, 566 of the goods sent to the defendants	3/10
11.	Certified copy of Bill No. 218, 000, 567 of the goods sent to the defendants	3/11
12.	Certified copy of Bill No. 218, 000, 570 of the goods sent to the defendants	3/12
13.	Certified copy of Bill No. 218, 000, 571 of the goods sent to the defendants	3/13
14.	Certified copy of Bill No. 218, 000, 646 of the goods sent to the defendants	3/14
15.	Certified copy of Bill No. 6488 of the transportation of goods sent to the defendants	3/15
16.	Certified copy of Bill No. 7231 of the transportation of goods sent to the defendants	3/16
17.	Certified copy of Bill No. 7232 of the transportation of goods sent to the defendants	3/17
18.	Certified copy of Bill No. 7448 of the transportation of goods sent to the defendants	3/18
19.	Ledger showing the details of transaction between the plaintiff and defendants Pg-4	3/19
20.	Copy of Summary of details of the money and interest transaction between the plaintiff and defendants	3/20
21.	Cheque No. 000309	3/21
22.	Return Memo of Cheque No. 000309	3/22

23.	Computerized copy of the statement showing the return of cheque of the defendants	3/23
24.	Copy of notice sent to the defendants through the advocate of the plaintiff	3/24
25.	Receipt of sending the notice to defendant no.1 through Post office	3/25
26.	Receipt of sending the notice to defendant no.2 through Post office	3/26
27.	Receipt of sending the notice to defendant no.3 through Post office	3/27
28.	Receipt of sending the notice to defendant no.4 through Post office	3/28
29.	Track consignment details showing that the notice has been served to the defendant no.1	3/29
30.	Track consignment details showing that the notice has been served to the defendant no.2	3/30
31.	Track consignment details showing that the notice has been served to the defendant no.3	3/31
32.	Track consignment details showing that the notice has been served to the defendant no.4	3/32
33.	Certified copy of the CA's Certificate	3/33
34.	Computerized copy of Income Tax returns of the year 2019-20	3/34
35.	Copy of CA's Certificate of Annual report of the year 2018-2019	3/35
36.	Certified Copy of Identity card of the plaintiff company.	3/36

[6] As the plaintiff supported its claim with the documentary evidence and the defendants failed to make compliance with the Order

passed below the application for "Leave of Defence", the plaintiff became entitled to sign the judgment as per Order 37 Rule 2. Hence, the following Order is passed.

:: ORDER ::

1. The present suit is hereby granted.
2. The Plaintiff is entitled to recover suit amount of Rs. 2,44,167/- [Rs. Two Lacs Forty Four Thousand One Hundred Sixty Seven only] at the rate of **18%** interest per annum from the date of the order from the defendants from their persons and property.
3. Decree to be drawn accordingly.

Pronounced in open court on this 02nd day of January 2023.

Date: 02.01.2023
Surat

(Bindu Gopikrishna Awasthi)
Judge, Small Cause Court, Surat
UID NO.GJ00810