

IN THE COURT OF THE IV ASSISTANT COURT,
CITY CIVIL COURT, CHENNAI.

PRESENT: Tmt.S.LAKSHMI, M.L.,
V Assistant Judge
IV Assistant Court (FAC)

Monday the 27th day of July 2026.
O.S.No.3797/2023
(C.N.R. NO.TNCH01-018723-2023)

M/s.Medi Jain,
Represented by its Authorized Signatory
Mr.G.Sandeep Nahata,
Head office: No.12/7, Nyniappa Street,
Park Town, Chennai – 600 003.
Branch Office: Old No.307, New No.418
1st and 2nd Floor, Mint Street,
Park Town, Chennai – 600 003.

...Plaintiff

Vs

1. M/s.New Sri Kumaran Medicals,
Rep by its Proprietor Mr.P.Balachander,
No.30, BS NO.789/16, Bazaar Street, Kuvathur P.O.
Cheyyur Taluk, Kanchipuram – 603 305.

2. Mr.P.Balachander,
Proprietor, M/s.New Sri Kumaran Medicals,
No.30, BS No.789/16, Bazaar Street, Kuvathur P.O.
Cheyyur Taluk, Kanchipuram – 603 305.

...Defendants

This suit came on 13.07.2026 before me for the final hearing in the presence of M/s.T.Siddharthan, B.Kanagavalli and J.Johnson Rajkumar, learned Counsels' for the Plaintiff and M/s.A.Santhana Sinakarthan and S.Jagadeesan, learned Counsels' for the Defendants No.1, 2. Upon perusing the materials available on records and also hearing the arguments advanced on both side and having stood over for consideration till this day and this court delivered the following

JUDGMENT

This suit is filed by the plaintiff under Order XXXVII of CPC seeking prayer for recovery of amount of Rs.26,004/- together with interest at 12% per annum on the

out standing amount of Rs.20,281/- from the date of plaint to till the date of realization and for cost of the suit proceedings. This court by order in I.A.No.2/2023 dated on 04.12.2024 granted permission to leave to defend and thus proceeded with the trial proceedings as such.

2. Gist of the plaint :

(i). It is stated that Mr.Goutham Chand is the proprietor of the M/s.Medi Jain and he authorized Mr.Sandeep Nahata Son of Goutham Chand to act as an authorized signatory and to represent in all the legal proceedings. It is stated that M/s.Medi Jain is engaged in the wholesale business for more than 30 years dealing with medicines , distribution all over the Tamil Nadu and has good reputation among the customers. It is stated that there was confirmed order placed by the Defendant No.2 on behalf of the Defendant No.1 to the plaintiff and thus used to distribute medicines from time to time on credit account basis with the plaintiff and operated in due course of business.

(ii). The plaintiff stated that the following bills were raised upon the order of defendants, they also duly acknowledged the receipt of the bill raised by the plaintiff.

Bill No	Bill Date	Bill Amount
MJ001823	15.12.2020	Rs.15,051/-
MJ002059	11.01.2021	Rs.6,095/-
MJ002225	01.02.2021	Rs.5,015/-
Total		Rs.26,161/-

In this regard the plaintiff has stated that he had requested the defendants several times through telephonic message for payment of the said outstanding amount but the defendants delayed the payment by saying one pretext or the other. As there was no positive response from the defendants to pay the outstanding amount due made the plaintiff to serve legal notice dated on 14.08.2021 and the same was received by the defendant. The defendant on receipt of notice failed to make payment instead came with a reply notice dated on 13.09.2021. In which the defendants have replied that the

bill value for bill No.MJ002059 dated 11.01.2021 is only Rs.215/- and not Rs.6,095/- and stated that it has been incorrectly mentioned in the legal notice issued by this plaintiff stated. The defendants also claimed that they have been given a discount of Rs.9,000/- balance outstanding amount of Rs.11,281/- was paid by way of cash stated.

(iii). It is stated in further that the plaintiff was constrained to sent the rejoinder notice dated 04.10.2021 to the defendants admitting that the bill amount for Bill No.MJ002059 dated 11.01.2021 and the earlier amount i.e., Rs.6,095/- was an aggregating amount of sales return and bill amount (Rs.5880+Rs.215) and the said sales return is also mentioned in the Bill itself. The plaintiff denied the allegation that a sum of Rs.9,000/- was given as discount and no such discount was given to the defendants. The plaintiff further stated that the present outstanding amount after the said above said correcting in the bills is as follows:

Bill No	Bill Date	Bill Amount
MJ001823	15.12.2020	Rs.15,051/-
MJ002059	11.01.2021	Rs.215/-
MJ002225	01.02.2021	Rs.5,015/-
Total		Rs.20,281/-

Therefore the outstanding amount is Rs.20,281/- and interest of 1% per month (from March 2021 to April 2023-26 months), a sum of Rs.5,723/- totally aggregating to a sum of Rs.26,004/- claimed from the defendnats who have failed to make payment of the said amount due to the plaintiff deliberately with malafide intentioin. The defendants are jointly and severally liable to pay the outstanding amount of Rs.35,269/- to the plaintiff and the plaintiff is entitled to recover the same from the defendants.

(iv). The plaintiff further state that he was constrained to sent a rejoinder notice dated on 04.10.2021 to the reply notice of the defendnt denying the false averments

made in reply notice and admitting the cheque amounts and the same was received by the defendant. The defendant had accepted the liability in his reply notice and put forth a false averment that a sum of Rs.9,000/- was deducted as discount and the balance amount had been paid in cash which has no proof or evidence. The defendant had not produced any receipt for such cash transaction and therefore, it is false and baseless. The plaintiff further state that there shall be no cash payments to the medical representatives who are unable to issue the receipt with immediate effect and the same is also a prevailing condition in the marketing filed. The defendant with an intention to escape from the legal duty to pay the plaintiff, has now taken a false allegation of cash payment. The defendant had not even stated a single receipt number issued by the plaintiff to him and without any legal proof for paying in cash. The defendant had purchased the medicines from the plaintiff, sold the same to his customers and collected the amount for the same but the plaintiff who is legally entitled to receive the amount was not paid by the defendant till date. The plaintiff is not claiming any illegal amount or any such other amounts but the plaintiff is struggling to get the amount for which he is legally entitled. Even though the defendant had agreed his liability towards the plaintiff, the defendant had not made payments but issued a reply notice with false averments and thus caused mental agony and immense stress and paid to the plaintiff. Thus it is prayed to allow this suit with cost.

3. Gist of Written Statement filed by the defendants:

(i). The defendants 1,2 categorically denied all the averments made in the plaint. It is specifically stated that the present suit filed by the plaintiff is not maintainable in law nor on facts and merely misuse of the process of law. It is stated that the Defendant No.2 is the proprietor of a medical retail shop under the name and style of "Sri Kumarn Medicals". Various medical sales representatives, including one Mr.Kannan, visit their shop to advertise and sell prescription drugs. The defendants placed orders for medicines with Mr.Kannan, who represented himself as an

employee of the plaintiff. Payments for the supplies were made directly to Mr.Kannan in cash or by cheque, and payments were settled for each supply after adjusting returned stocks. The defendants assert that there is no privity of contract between the plaintiff and the defendants and all payments for the medicines supplied were settled directly with Mr.Kannan thus no money due to the plaintiff stated.

(ii). The defendants further state that the legal notice issued by the plaintiff dated on 14.08.2021 duly replied by notice dated on 13.09.2021 denying all allegations. Subsequently, the plaintiff sent a rejoinder notice dated 04.10.2021. Despite this exchange, the defendants maintain that all payments were settled with Mr.Kannan, so the plaintiff's claims are frivolous and devoid of merit. The plaintiff has filed certain invoices which the defendants have neither acknowledged nor aware of. It is stated that all payments were made directly to Mr.Kannan, who has acknowledged the same. The defendants may now traverse the allegations made by the plaintiff against the defendants. With regard to para 5,6 and 7 the plaintiff is total stranger to the defendants and the defendants are not aware of the particulars of the plaintiff. The plaintiff contents in para 8,9 and 10 are denied as false and there was no amount payable to the plaintiff.

(iii). The defendants further state that with regard to para 11, 12 and 13 contention are denied as false for which the defendants have sent reply notice to the plaintiff denying all the allegations. It is also denied that the facts in para 14,15 and 16 as false and there was no amount due payable by this defendant to the plaintiff. Likewise the plaintiff para 17-24 are denied as false. As the plaintiff prayed relief is not sustainable under law it is prayed to dismiss the suit with cost.

4. After perusing the plaint and written statement this court framed the following issues on 04.02.2025 for its determination:

1.	Whether the plaintiff is entitled to the recovery of the suit claim from the defendants 1,2 as prayed for?
2.	To what other relief?

5. To prove the case of plaintiff the authorized signatory examined as P.W.1 and marked Ex.A.1 to Ex.A.9. On the side of the Defendant examined D.W.1,2 and marked Ex.B.1 to B.7.

6. Issue No.1: It is specific case of the plaintiff that they engaged in whole sale business for more than 30 years dealing with medicines , distribution all over the Tamil Nadu and has good reputation among the customers. It is stated that there was confirmed order placed by the Defendant No.2 on behalf of the Defendant No.1 to the plaintiff and thus used to distribute medicines from time to time on credit account. The plaintiff specifically stated that for the Bill. No. MJ001823, MJ002059, MJ002225 dated on 15.12.202, 11.01.2021, 01.02.2021 respectively for a sum of Rs.15,051/-, Rs.205, Rs.5,015 supplied to the defendant on credit was not received payment thus in total of Rs.20,281/- pending for which 1% interest worked out from March 2021 to April 2023 whereby claimed Rs.26,004/- from the defendant through this petition. The plaintiff already served legal notice for which the defendant replied duly and denied the amount due for which the plaintiff issued reply and later came before this court for the recovery of money. In contra the defendant denied the plaintiff averments and stated that they have placed the order through the employee Kannan and paid by way of cash or cheque now and then after deducting the returned medicines due and there was no direct transaction took place between the plaintiff and defendant the claim of the plaintiff is bad under law thus prayed to dismiss this suit with cost.

7. After hearing both parties it could be seen that the supply of specific medicines by the plaintiff to the defendant through the Bill. No. MJ001823, MJ002059,

MJ002225 dated on 15.12.2020,11.01.2021,01.02.2021 respectively for a sum of Rs.15,051/-, Rs.205, Rs.5,015 are admitted by the defendant. It is pertinent to mention that for the Bill No. MJ002059 initially the plaintiff claimed a sum of Rs.6095/- by way of legal notice and later upon the reply notice served on the defendant accepted the Rs.215/- only as due after deducting the sales return for Rs.5880/- so at present the out standing amount as claimed by the plaintiff from the defendant is for a total sum of Rs.20,281/-. The plaintiff by the evidence of P.W.1 marked the bills Ex.A.2 sufficiently proved the credit bills raised to the defendant. It is pertinent to mention that the defendant nowhere in the written statement and in his testimony denied the order and supply for specific medicines. Thus the supply of medicine once proved by the plaintiff and admitted by the defendant, then the reverse burden is on the defendant to prove that they have actually paid all the amount in the above referred bills.

8. It could be seen from the written statement and testimony of the D.W.1 it is averred that they have no direct contact with the plaintiff at any point of time and they used to place the order only through the representative/employee of the Plaintiff namely Kannan. It is sufficiently testified that they have paid the cash to the impugned bill for which they have attached the proof of those bills and those bills are marked as Ex.B2,3- on perusal of the same it could be seen that there are endorsement made by the alleged representative Kannan duly signed with dates evidenced that he has received the amount Rs.15,051/-, 5230/- in cash from the defendant in total for a sum of Rs.20,281/-. The signature found in the Ex.B.2,3 of the representative of the plaintiff has not been denied by plaintiff in any manner and also no reasonable doubt created to disbelieve the same. It could be seen that the plaintiff raised objections are not serious enough to deny the Ex.B.2,3 in any manner. It is inferred that the plaintiff even though denied the payment by cash he never questioned the transaction occurred through his representative. So, this court is of the

view that when there are no reasonable doubt raised by the plaintiff to disbelieve those bills with its endorsements are fabricated this court unable to disown the evidentiary value behind the Ex.B.2,3. This court justified to record that the plaintiff for the reasons best known to him not cross examined the witness to test the veracity behind his testified fact. So this court is of the view that the plaintiff unable to establish the falsity behind the Ex.B2,3.

9. This court in this regard again carefully perused the records and from the testimony of P.W.1 it is elucidating that they have received the order through the Kannan and payment was also received by him only through him and he used to credit bill amount received for his supply to the account of plaintiff. The relevant portion of the testimony of P.W.1 in cross extracted in the fair interest of justice “வாதி நிறுவனத்தில் விற்பனை பிரதிநிதியாக கண்ணன் 2018 முதல் 2021 வரை வேலை செய்தார் என்றால் எங்கள் நிறுவனத்தில் மட்டுமல்ல எல்லா கடைகளிலும் அவர் வேலை பார்த்தார். அவர் வேறு எந்த நிறுவனத்திலும் வேலை செய்யவில்லை என்றும் வாதியின் நிறுவனத்தில் மட்டும் தான் வேலை செய்தார் என்றும் சொன்னால் சரியல்ல. விற்பனை பிரதிநிதியான கண்ணன் செங்கல்பட்டு மாவட்டத்தில் 100 க்கும் மேற்பட்ட மருந்து கடைகளுக்கும், மருத்துவருக்கும் மருந்துகள் வாங்கி விற்பனை செய்துள்ளார் என்று சொன்னால் சரியல்ல. விற்பனை பிரதிநிதி கண்ணனுக்கு சம்பளம் கொடுத்தீர்களா அல்லது கமிஷனாக கொடுத்தீர்களா என்றால் கமிஷன் தான் கொடுத்தோம். எங்களது நிறுவனத்தில் மேற்கண்ட கண்ணன் 40 சதவீத கமிஷனுக்காக பணியாற்றினார் என்று சொன்னால் அதை சரிபார்த்து தான் கூற இயலும். மேற்கண்ட கண்ணன் அவருக்கு கமிஷன் தொகை கொடுக்கவில்லை என்று வாதி நிறுவனத்திற்கு அறிவிப்பு அனுப்பியுள்ளார் என்றால்

சரிதான்.” so this court observes that the transaction of this plaintiff with the defendant occurred only through the said Kannan and there are no direct dealing existed. Thus it is the personal issue between the plaintiff and his representative in this regard to talk and decide the payment made by the defendant.

10. It could also be evidenced through the marked Ex.B.6,7 the copy of the multiple notice served to various person by including the name of the Kannan and his wife goes to prove that the plaintiff is having some dispute with the erstwhile representative and without cross checking the amount in his name for the credit chosen to sue the defendant found to be unjustified. To this aspect this court justified to extract the testimony of the P.W.1 “கண்ணன் மூலமாக செங்கல்பட்டு மாவட்டத்தில் மருந்துகள்வாங்கிய 100 நபர்களில் 40 நபர்களுக்கு அவர்கள் பணம் கொடுக்கவில்லை என்று பணத்தை கோரியுள்ளோம் என்று சொன்னால் கண்ணன் மூலம் வாங்கினார்கள் என்பது தவறு. யார் பணம் தர வேண்டி இருந்தாலும் அவர்களிடம் வாதி நிறுவனம் பணத்தை கோரும். இந்த வழக்கில் கண்ட வழக்கறிஞர் அறிவிப்பில் தீபா கண்ணன்., கண்ணன் ஆகியோர்களை குறிப்பிட்டது போன்று தான் மற்ற எல்லோருக்கும் தெரிவித்துள்ளோம் என்று சொன்னால் ஒரு சில வழக்கில் அவ்வாறு தெரிவித்துள்ளோம். வேறு வழக்குகளிலும் கண்ணனிடம் பணத்தை கொடுத்ததாக தான் கூறியுள்ளார்கள் என்று சொன்னால் ஒரு சில வழக்குகளில் அவ்வாறு கூறியுள்ளார்கள். எங்களிடம் சரியான கணக்கு இல்லை என்றும் நேரடியாக பிரதிவாதிகளுக்கு விற்பனை செய்ததற்கான ஆவணங்கள் இல்லை என்றும் அதனால் இவ்வழக்கை தள்ளுபடி செய்ய வேண்டும் என்று சொன்னால் சரியல்ல.” the above evidence goes to prove that the representative of the plaintiff indulged in misappropriation. The plaintiff already stopped the transaction through his representative and he has initiated action against

him. Thus it is observed that the present suit alleged cause of action against the defendants as such is not maintainable.

11. It is also justified to mention that the defendant as an abundant caution also summoned the said Kannan before this court and examined as D.W.2 his evidence goes to prove that he has received the cash from the defendant and accepted his remittance to the plaintiff. The relevant portion of his testimony extracted in the fair interest of justice “பிரதிவாதி மருந்து கடையிலிருந்து என் மூலமாக தான் வாதி நிறுவனத்திற்கு மருந்து ஆர்டர் கொடுப்பார்கள். வாதி நிறுவனத்திலிருந்து அனைத்து மருந்துகடைகளுக்கும் உள்ள மருந்துகள் எனது வீட்டிற்கு அனுப்பப்படும். அதை நான் மருந்து கடைகளுக்கு பிரித்து அனுப்பிவிடுவேன். பிரதிவாதி மருந்துகடையில் மீதமுள்ள மருந்துகள் என் மூலமாக தான் வாதி நிறுவனத்திற்கு செல்லும். அனைத்து பரிவர்த்தனைகளும் என் மூலமாக தான் வாதி நிறுவனத்திற்கு செல்லும். குமரன் மெடிக்கல்ஸ் மருந்துகளுக்கான பணத்தை என் மூலமாக தான் வாதி நிறுவனத்திற்கு கொடுப்பார்கள். பிரதிவாதி மருந்து கடையிலிருந்து வாதி நிறுவனத்திற்கு எவ்வித பணமும் கொடுக்க வேண்டியதில்லை. குமரன் மெடிக்கல்ஸ் மருந்து கடையில் கொடுத்த பணத்தை நான் வாதி நிறுவனத்திற்கு செலுத்திவிட்டேன். பிரதிவாதி குமரன் மெடிக்கல்ஸ் வாதி நிறுவனத்திற்கு கொடுக்க சொல்லி என்னிடம் ரொக்கமாகவும், காசோலை மூலமாகவும் பணம் கொடுப்பார்கள்.” the testified facts of D.W.2 goes to prove that the plaintiff used to receive the cash remittance for the credit bills and he used to deposit the cash in the account of plaintiff. The plaintiff cross examination did not in any manner proved the default committed by the defendant. The material records produced by the plaintiff is not sufficient for the non payment of the defendant. Hence this court justified to record that the defendant to the most probable extent

proved the repayment by way of cash to the representative of the plaintiff also obtained endorsement of the representative over the bills with specific dates. So if any misappropriation actually committed by the said Kannan the plaintiff has to take action against only his representative instead chosen the claim against the defendant is unsustainable. This court from the proof adduced by the defendant and plaintiff after careful analysis concludes that the plaintiff is not entitled to the relief for recovery of amount as prayed accordingly the Issue No.1 answered against the plaintiff.

12.Issue No.2: As the prime relief for recovery of amount refused by this court there are no circumstances existing to grant other reliefs in favour of parties and accordingly issue No.2 answered.

13. In the result this suit dismissed. Both the parties directed to bear their own cost.

Dictated to the Steno-typist, directly computerized corrected pronounced by me in the open court, this the 27th day of July, 2026.

V Assistant Judge,
IV Assistant Court (FAC)

Plaintiff's Side Witness:-

1.P.W.1:- Sandeep Nahata - Plaintiff

Plaintiff's Side Documents:-

Sl.Nos	Exhibits	Date	List of Documents	Nature of Documents
1.	Ex.A1	21.02.2023	Authorization Letter	Original
2.	Ex.A2	-	Bills	System Generated copy (Defendant side counsel objected to mark the document stating that

defendant signature is not in the document. So the document is marked with the objection of the defendant)

- | | | | | |
|----|-------|------------|---|--|
| 3. | Ex.A3 | 14.08.2021 | Office copy of the legal notice sent to the defendant | Office copy |
| 4. | Ex.A4 | 15.09.2021 | Reply notice sent by the defendant | Original |
| 5. | Ex.A5 | 04.10.2021 | Office copy of the Rejoinder notice sent to the defendant | Office copy |
| 6. | Ex.A6 | - | Bills – 3 Nos | System Generated copy(Defendant side counsel objected to mark the document stating that defendant signature is not in the document. So the document is marked with the objection of the defendant) |
| 7. | Ex.A7 | - | Receipts-2 Nos | System Generated copy(Defendant side counsel objected to mark the document stating that defendant signature is not in the document. So the document is marked with the objection of the defendant) |
| 8. | Ex.A8 | - | Bank Statement – 2 Nos | System Generated copy |
| 9. | Ex.A9 | - | 65 B Certificate | Original |

Defendants Side Witness:-

- 1.D.W.1:- P.Balachander - Defendant
2.D.W.2:-Raghava Kannan

Defendants Side Documents:-

Sl.Nos	Exhibits	Date	List of Documents	Nature of Documents
1.	Ex.B1	13.09.2021	Reply Notice issued by the defendant to the plaintiff	Office copy
2.	Ex.B2	-	Payment acknowledgment receipt given by Mr.Kannan to the defendant (2 Nos)	Original
3.	Ex.B3	-	Payment acknowledgment receipt given by Mr.Kannan to the defendant	Original
4.	Ex.B4	-	Legal Notice issued by the plaintiff to the various Medical shop owners	Photo copy (Compared with Original)
5.	Ex.B5	-	Reply legal Notice issued by the various other Medical shop owners to the plaintiff	Photo copy (Compared with original)
6.	Ex.B6	06.09.2021	Legal notice issued by Mr.Kannan to the plaintiff	Office copy
7.	Ex.A7	06.09.2021	Legal Notice issued by Mrs.Deepa Kannan to the plaintiff	Office copy

V Assistant Judge,
IV Assistant Court (FAC)

Draft/Fair

Judgment

O.S.No.3797/2023

Dated: 27.07.2026

IV Asst. Court