

MHPU150011492019



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Decided on : 05.08.2026

Duration : 06 Ys. 10 Ms. 0 Ds.

IN THE COURT OF 6th Jt.CIVIL JUDGE SENIOR DIVISION,
BARAMATI, AT BARAMATI, DIST. PUNE
(Presided over by Pritesh Bhandari)

Regular Summary Suit No.4/2022
Exh. No. 29

Baramati Agro Ltd., Pimpali)
 Having its Head Office at-)
 Pimpali, Tal.Baramati, Dist.Pune.)
 Through its Coordinator)
Mr. Kisan Navnath Tanvade,)
 Age – 38 years, Occu.- Service,)
 R/o. Pimpali,)
 Tal. Baramati, Dist. Pune) **Plaintiff**

-Versus-

Shri. Kunal Kakasaheb More)
 Age- Adult, Occu. Business,)
 R/o. Sherechiwadi, Hingangaon)
 Tal. Phalatan Dist. Satara) **Defendant**

Appearances :-

 For plaintiff - Shri. P.B.Khartude, Ld. Advocate
 For Defendant – Ex-parte.

- J U D G M E N T -

(Decided on this 05th day of August, 2026)

This is the summary suit for the recovery of an amount of Rs.23,700/–, vide Order XXXVII Rule 2 of the Code of Civil Procedure, 1908 (hereinafter referred the “CPC”).

The factual matrix of the suit is as under :-

2. According to plaintiff, on dated 27.06.2017 the defendant had agreed to obtain chicks from the plaintiff, to maintain them until they matured and to return the grown birds to the plaintiff. However, the defendant could not maintain and returned the grown birds to the plaintiff. The plaintiff has suffered loss of Rs.23,700/-. The defendant has acknowledged the liability and issued cheque bearing No.002045 of Rs.23,700/- on dated 18.12.2018. The plaintiff has presented the said cheque for encashment. Said cheque returned dishonoured. Thereafter, also the defendant is not ready to clear the outstanding amount. Thus, the plaintiff has filed this suit for recovery of Rs.23,700/- with interest at the rate of 22% per annum from defendant.

3. Tack Consignment Report (Exh. 16) discloses due service of summons on defendant. Since the plaintiff has filed this summary suit as per Order XXXVII of the Code of Civil Procedure, 1908, the suit summons (Exh.16) was issued to the defendant as per Order XXXVII Rule 2 of Code of Civil Procedure, 1908. However, defendant failed to appear despite service of summons vide **Exh.16**. Hence, the plaintiff is entitled for the judgment.

4. Following points arises for my determination to which my findings thereon for the reasons stated thereon.

Sr.No.	Point	Finding
1	Whether plaintiff proves that, on dated 27/06/2017 the defendant had received chicks from him on contract with condition that he would return the grown birds to the plaintiff ?	In the Affirmative

2	Whether plaintiff proves that, Rs. 23,700/- is outstanding amount against defendant as on dated 27/06/2017 ?	In The Affirmative
3	Whether plaintiff proves that, defendant has failed to re-pay outstanding amount ?	In The Affirmative
4	Whether plaintiff is entitle for recovery of Rs. 23,700/- with interest @ of 22% p.a. from defendant from the date of the suit till realization of amount ?	Partly Affirmative
5	What order ?	Suit is Partly Decreed

5. To substantiate his claim, the plaintiff has filed on record the Demand Application of defendant (**Exh. 18**), Agreement (**Exh. 19**), 8A extract (**Exh. 20**), 7/12 extract (**Exh. 21**), No objection Certificate (**Exh. 22**), Signature Verification Form (**Exh. 23**), Pass Book (**Exh. 24**), Cheque (**Exh. 25**), Return Memo (**Exhs. 26 and 27**) and Account Statement (**Exh. 28**).

AS TO POINT NO. 1 :-

6. 8A extract and 7/12 extract discloses that the defendant is possessor of land Block No.11 situated at village Sherechi Wadi, Tal. Phaltan. Application (Exh.18) discloses demand of defendant to plaintiff for the chicks to grow them. Agreement (Exh.19) discloses that the defendant was duty bound to maintain the chicks until they matured and to return the grown birds to the plaintiff. Thus, the plaintiff has proved that the defendant had agreed to obtain the chicks from the plaintiff until they matured and thereafter return the grown birds to the plaintiff. Hence, I have answer this point **In The Affirmative**.

AS TO POINT NO. 2 AND 3 :-

7. According to plaintiff, the defendant could not return the grown birds to him and therefore he suffered loss of Rs.23,700/-. Account Statement (Exh.28) discloses that outstanding of Rs.23,743/- against defendant as on 31.10.2017. Return Memo (Exhs.26 and 27) discloses that the defendant had issued cheque (Exh.25) of Rs.25,000/- to plaintiff and which was dishonored. The defendant has also not filed the application for leave to defend the suit. Thus, the plaintiff has proved that Rs.23,700/- was outstanding against the defendant and defendant failed to pay the same. Consequently, the plaintiff is entitle to recover Rs.23,700/- from defendant. Thus I have answered point no. 2 and 3 In The Affirmative.

AS TO POINT NO. 4:-

8. On perusal of the above mentioned sequence, the plaintiff has proved that the defendant has not paid the outstanding amount. Consequently the plaintiff is entitle to recover Rs. 23,700/- from defendant. Rule 2(3) of Order XXXVII of Code of Civil Procedure, 1908 provides that if the defendant failed to enter the appearance in the summary suit pursuant to those summons issued to him it shall be presumed that defendant has admitted all the averments of the plaint and plaintiff is entitle to the decree for any sum not exceeding the sum mentioned in the summons. In the present suit defendant has failed to enter his appearance despite of due service of summons vide (Exh.16). Therefore, all the above mentioned averments of the plaint can be said to be admitted by the defendant. The Agreement (Exh.19) not discloses the specific rate of interest. Hence, the plaintiff is entitle for the interest at the rate of 9% per annum from the defendant. Hence, Point No.4 is answered as partly affirmative and I proceed to pass the following order as an answer to point No. 5 :-

ORDER

- 1) The suit is partly decreed with costs.
- 2) The defendant do pay an amount of **Rs.23,700/-** (Rupees Twenty Three Thousand Seven Hundred only) to the plaintiff along with further interest at the rate of **9%** per annum from date of suit till actual realization of the decretal amount.
- 3) The decree be drawn up accordingly.

Date :- 05/08/2026.

[Pritesh Bhandari]
6th Jt. Civil Judge Senior Division
Baramati.

CERTIFICATE

I affirm that the contents of this P.D.F. file Order is same word for word as per original Order.

Name of Steno	:- I. E. Deshmukh (Stenographer Grade-I)
Court Name	:- P. S. Bhandari 6 th Joint C.J.S.D Baramati.
Date of Order	:- 05/08/2026.
Order signed by the Presiding Officer	05/08/2026. :-
Order Uploaded on	:- 05/08/2026.