

Polylam Printers P Ltd vs Rachna Overseas Pvt Ltd on 4 March, 2025

Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

DLCT010154182023

IN THE COURT OF SH. DEEPAK GARG,
DISTRICT JUDGE-COMMERCIAL COURT-09
(CENTRAL DISTRICT), TIS HAZARI COURTS, DELHI.

CIVIL SUIT (COMMERCIAL) NO.:- 1438/2023

IN THE MATTER OF :-
M/S Polylam Printers (P) Ltd.
Through its Authorised Representative
Shri Raju Vijay

Having its registered office at:

H-130, Ground Floor,
Sector 4 Bhawana Industrial Area,
Delhi

Also at:

Office at Factory
H-077, Site V Kasna Industrial Area
Greater Noida District Gautam Budh Nagar,
Uttar Pradesh

....Plaintiff

VERSUS

1.

M/S Rachna Overseas Pvt. Ltd.

Through its Director/Authorised signatory Mr. Prem Khanna Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

2. Sh. Prem Khanna, Director of M/S Rachna Overseas Pvt. Ltd.

3. Sh. Anuj Kochhar Director of M/S Rachna Overseas Pvt. Ltd.

All having their registered Office at 1010-1011, 10th Floor Pragati Tower 26, New Rajinder Nagar, New Delhi 110008 And Also at:

B-123, Derawal Nagar DelhiDefendants SUIT FOR RECOVERY OF RS. 4,17,710/-

Date of institution : 27/10/2023 Date on which Judgment was reserved: 27/02/2025

Date of Judgment : 04/03/2025 ::- J U D G M E N T -::

1. By way of present judgment, this court shall adjudicate upon suit filed by the plaintiff against the defendant for recovery of Rs.4,17,710/- along-

with pendentelite and future interest @ 18% per annum.

Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

PLAINTIFF'S CASE

2. Brief facts necessary for just adjudication of the present suit, as stated in the plaint, are as under:-

i. The plaintiff is a private limited company registered under the Indian Companies Act under the name and style of M/S Polylam Printers Pvt. Ltd at the aforesaid address and Sh. Raju Vijay is the Authorised Repest- native of the plaintiff company.

ii. The plaintiff company is engaged in the business of printing stickers, labels, caps/lids, etc. As per demand and satisfaction of the companies who placed orders for printing related work of their products. iii. That the defendant no. 1 is a company duly registered under the com- panies Act under the name and style of M/S Rachna Overseas Pvt. Ltd. at the aforesaid address and defendant no. 2 and 3 are the Directors of the defendant no. 1 and are responsible for the day to day affairs of the defen- dant no. 1 company.

iv. That defendant having the business relation with the plaintiff ap- proached the plaintiff and assured to make timely payment for the same and placed order for printing of their products. As per their instructions plaintiff has done the work of printing of their products and goods as or- dered by the defendants.

Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

v. That the plaintiff number of times rendered the services of the printing and other allied work as per the demand raised by the defendant and in- voices to the same were raised pursuant to which part payments were also received by the plaintiff from the defendant. vi. The payments to the said invoices were made in running account maintained by the plaintiff in the name of the defendant no. 1 and as per the statement of account maintained by the plaintiff, there is an outstand- ing balance of

Rs.3,25,090/- to be paid by the defendant to the plaintiff as on 21.10.2021.

vii. That the defendants issued two post dated cheques to plaintiff in discharge of their liability however, both the cheques were dishonoured on presentation with remarks 'insufficient funds'. viii. Despite repeated requests and demands of plaintiff, the defendants have failed to pay and clear the same and plaintiff served a legal notice dated 11.03.2021 upon the defendants. The said notice was duly served upon the defendants but failed to comply the same. ix. Accordingly, defendants are liable to pay an amount of Rs.4,17,710/- to the plaintiff along with pendentelite and further interest @ 18% p.a from the date of filing of the suit till its realisation. Hence, the plaintiff has filed the present suit against the defendants.

COURT PROCEEDINGS

3. Summons of the suit were issued to the defendants. The defendants appeared through their counsel and filed the written statement.

Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

DEFENDANTS' CASE

4. Defendants in their written statement has averred that the present suit of the plaintiff is not maintainable as plaintiff has not approached the court with clean hands and has concealed the material facts and the present suit has been filed by the plaintiff without accruing any cause of action.

5. It is further averred in the written statement that the claim of the plain-

tiff is based on invoice no. 308 dated 02.08.2021, invoice no. 316 dated 05.08.2021 and invoice no. 501 dated 18.10.2021, invoice no. 513 dated 21.10.2021 and invoice no. 00514 dated 22.10.2021 which is totally false.

6. It is further averred in the written statement that the on the basis of the order placed by the defendants, the plaintiff company asked the defendant for issuance of cheques of full amount and assured the defendants that the cheques will be presented after delivery of goods and accordingly defendant company issued two cheques of Rs.1,30,980/- and 1,36,500/- however, plaintiff supplied required goods vide invoice no. 501 dated 18/10/2021 for Rs.1,30,980/- only and failed to supply the remaining goods.

7. It is further averred in the written statement that all other invoices were forged by the plaintiff and no goods were supplied to the defendant against those invoices and on 28.09.2021, the entire balance/outstanding amount were settled as per ledger maintained by both the parties.

Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

8. It is further averred in the written statement that defendant company owes liability of Rs.1,30,980/- in respect of invoice no. 501 towards the plaintiff which the defendants are ready and willing to pay.

REPLICATION

9. Plaintiff has filed the replication controverting the allegations of the defendants in the written statement and the contents of the plaint has been reiterated and reaffirmed.

ISSUES

10. On the basis of the pleadings following issues were settled on 15.05.2024:

(i). Whether the present suit is not maintainable as plaintiff has suppressed and concealed the material facts and has not approached the court with clean hands?
OPD

(ii). Whether the suit has been filed by the plaintiff without accruing any cause of action ? OPD

(iii). Whether the plaintiff is entitled for the recovery of the amount as claimed in the plaint? (OPP)

(iv). If the issue no. (iii) is decided in affirmative, whether the plaintiff is entitled for the pendente-lite and future interest, if so at what rate and for what period? (OPP)
Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

(v). Relief.

PROCEEDINGS OF THE COURT DATED 10.04.2024

11. An application was moved on behalf of plaintiff under Order XII Rule 6 CPC for seeking part decree for an amount of Rs.1,30,980/ as admitted by defendant company in its written statement.

12. It was argued by Ld. counsel for plaintiff that the plaintiff has filed the present suit for recovery of Rs.4,17,710/- along with pendente lite and future interest @ 18% p.a. and the defendant, in his written statement, has admitted having received the goods in respect of one invoice i.e. invoice no. 501 dated 18.10.21 and has admitted the liability of Rs.1,30,980/ in respect of the said invoice.

13. Ld. counsel for defendant admitted that the defendant has admitted having received the goods in respect of one invoice i.e. invoice no. 501 dated 18.10.21 and has admitted the liability of Rs.1,30,980/ in respect of the said invoice.

14. It is settled law that Order 12 Rule 6 CPC empowers the court to pro-

nounce judgment upon the admissions made by the parties, without waiting determination of any other question between the parties. The object of Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

the rule is enable the party to obtain a speedy judgment, at least to the extent of the relief to which, according to the admission of the opposite party, he is entitled to In Uttam Singh Duggal & Co. Ltd. Vs. United Bank of India & Ors. (2007 SCC 120) it is held by the Hon'ble Supreme Court that where the claim is admitted, the court has jurisdiction to enter a judgment for the plaintiff and to pass a decree on admitted claim.

15. Perusal of the written statement filed by the defendant clearly estab-

lished that defendant admitted having received the goods in respect of one invoice i.e. invoice no. 501 dated 18.10.21 and had admitted the liability of Rs.1,30,980/ in respect of the said invoice. In view of the same, it is clear that there was categorical admission on the part of the defendant in respect to the said payment of Rs.1,30,980/.

16. In view of above, the said application of the plaintiff was allowed by the court on 10.04.2024 and judgment on admission was passed in favour of the plaintiff and against the defendant under Order XII Rule 6 CPC with regard to the said amount of Rs.1,30,980/.

SUBSTITUTION OF THE AUTHORIZED REPRESENTATIVE

17. Vide order dated 19.09.2024, the application of the plaintiff for substi-

tution of Authorised Representative was allowed and Sh. Nitish Kumar Mishra was substituted in place of Sh. Raju Vijay. It is stated that Sh.

Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

Raju Vijay was was partly examined as the plaintiff witness prior to his substitution.

EVIDENCE OF THE PLAINTIFF

18. In order to prove its case, plaintiff has examined Sh. Nitish Kumar Mishra, Authorized Representative as PW-1. PW-1 has filed his evidence by way of affidavit Ex.PW1/A, wherein he reiterated and reaffirmed the contents of the plaint. PW-1 in his testimony has relied upon the following documents:-

- i. Copy of Board of Resolution dated 10.09.24 passed by the plaintiff company in my favour and withdrawal of the previous Attorney is Ex.PW1/1 (OSR)
- ii. Non-starter report/certificate is Ex.PW1/2.
- iii. Legal notice dated 11.03.22 sent by the plaintiff to the defendant is Ex.PW1/3.

iv. Certificate U/s 65-B of Evidence Act is Ex.PW1/4. v. Copy of GST Registration certificate of the plaintiff is Ex.PW1/5 (OSR) vi. Copies of two cheque and returning memos are Ex.PW1/6 (colly.) (OSR) vii. Copy of ledger/statement of account are Ex.PW1/7 (colly.) viii. Copy of invoices with E-way bills are Ex.PW1/8 (colly.) Polyam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

ix. Copy of GSTR-I record of the plaintiff company in respect of the invoices are Ex.PW1/8A (colly.)
EVIDENCE OF THE DEFENDANT

19. Opportunity was granted to the defendant to lead evidence but the defendant did not lead any evidence in this case and hence DE was closed by the court on 08.01.2025.

ISSUE WISE FINDINGS Issue no. 1

(i).Whether the present suit is not maintainable as plaintiff has suppressed and concealed the material facts and has not approached the court with clean hands? OPD

20. It is settled law that a person who approaches Court for granting relief, equitable or otherwise, is under a solemn obligation to candidly & correctly disclose all the material/important facts which have bearing on the adjudication of the issues raised in the case. He owes a duty to the court to bring out all the facts and desist from concealing/suppressing any material fact within his knowledge or which he could have known by exercising due diligence expected of a person of ordinary prudence. The doctrine is often stated as those seeking Equity must do Equity or Equity must come with Clean Hands.

Polyam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

21. If a petitioner is found guilty of concealment of material facts or making an attempt to pollute the pure stream of justice, the court not only has the right but a duty to summarily deny relief to such person to prevent an abuse of the process of law and reject the Petition on this ground alone without going to the merits of the case. The Apex Court has repeatedly invoked and applied the rule that a person who does not disclose all material facts has no right to be heard on the merits of his grievance. (Reliance G. Jayshree and others v. Bhagwandas S. Patel and others (2009) 3 SCC 141 and Dalip Singh v. State of U.P. (2010) 2 SCC 114).

22. The onus was on the defendant to disclose the material facts which ought to have been disclosed by the plaintiff before the court and the failure to make such disclosure would render the plaintiff in-eligible to seek relief from the court.

23. In the present case, defendant has admitted that goods only in respect of invoice no. 501 dated 18.10.2021 for Rs.1,30,980/- were supplied by the plaintiff but he denied supply of goods under all other invoices and stated that all other invoices were forged. These aspects would be decided by the Court while discussing the later issues regarding the entitlement of the plaintiff to recover the amount in question but the defendant has miserably failed to show as to what material facts have

been suppressed by the plaintiff, which is of such nature that the plaintiff is not entitled to any relief from the Court.

Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

24. Hence, this issue is decided against the defendant and in favour of the plaintiff.

Issue no. 2

(ii).Whether the suit has been filed by the plaintiff without accruing any cause of action ? OPD

25. The onus to prove this issue is on the defendant.

26. It is contended by Ld. Counsel for the defendants that the present suit has been filed by the plaintiff without any cause of action in its favour and that the plaintiff has failed to specify any cause of action in its favour and that except supply of goods under invoice no. 501 dated 18.10.2021, all the other invoices relied upon by the plaintiff are forged and fabricated.

27. The word 'cause of action' has not been statutorily defined. However, a comprehensive definition of the same emerges from the various judicial pronouncements of the superior courts. The expression 'cause of action' has acquired a judicial settled meaning. 'Cause of action' constitutes the circumstances forming the infraction of the right for the immediate occasion for the action. 'Cause of action' means the bundle of facts, which it would be necessary for the plaintiff to prove, if traversed, in order to support his right to the judgment of the court. In legal parlance, Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

the expression, the expression 'cause of action' is generally understood to mean a situation or state of facts that entitles a party to maintain an action in a court or a tribunal, a group of operative facts giving rights to one or more basis for suing; a fact or situation that entitles one person to obtain a remedy in court from another person. Reliance is place upon Naveen Chandra N. Majithia vs. State of Maharashtra AIR 2000 SC 2966.

28. The cause of action has to be culled out from the pleadings in the plaint which would be necessary for the plaintiff to prove, in order to obtain a relief from the court. It is settled principle of cause that averments made in the plaint are the GERMANE and the cause of action has to be culled out on a conjoint reading of the entire plaint.

29.. In para no. 15 of the plaint, it is specifically mentioned by the plaintiff that the cause of action for filing the present suit arose from time to time on various dates on which plaintiff supplied goods to the defendants and it also arose on the dates when the defendants made part payments to the plaintiff by way of cheques which were dishonoured on presentation and when the the defendant did not clear the amount due and the cause of action still continuing and subsisting.

30. Consequently, upon the perusal of the plaint it is evident that the Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

plaintiff has set out its case in sufficient words giving rise to basis to institute a suit for recovery. The plea of the defendant that the invoices filed by the plaintiff are forged would be discussed while deciding issue as to whether the plaintiff is entitled to the amount claimed. Thus, I have no hesitation in holding that the issue ought to be decided against the defendants and in favour of the plaintiff. The same is decided accordingly.

Issue no. 3

(iii). Whether the plaintiff is entitled for the recovery of the amount as claimed in the plaint? (OPP)

31. The onus to prove this issue was on the plaintiff.

32. In order to prove its case, the plaintiff company has examined Sh. Ni-

tish Kumar Mishra, Authorized Representative as PW1 who has categorically deposed that the plaintiff company is engaged inter alia in the business of printing stickers, labels, caps/lids etc. and on the basis of the orders placed by the defendant company, the plaintiff did the services of printing and other allied work as per the demand raised by the defendants. The defendant made part payments during the course of business which are duly reflected in Statement of Account filed by the plaintiff. As per the statement of account maintained by the plaintiff an amount of Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

Rs.3,25,090/- is due against the defendant as on 21.10.2021. The defendants in discharge of their liability issued two post dated cheques which are already part of record and on presentation the said cheques were dishonoured with the remarks 'funds insufficient'.

33. The GST registration of the plaintiff company has been proved as ExPW1/5, the copies of the cheques issued by the defendant are ExPW1/6 colly., copy of the ledger/ statement of account filed by the plaintiff is ExPW1/7 and the copy of invoices with e-way bills are ExPW1/8 colly. And the GSTR-I record of the plaintiff company in respect of the invoices in question is ExPW1/8A besides other documents relied upon by the plaintiff.

34. PW1 has been cross examined by Ld. Counsel for the defendant in which he admitted that the invoices in question do not bear his signature and the said invoices were not generated by him that the same were generated by the billing department of the plaintiff company. He further stated that he maintained account of the plaintiff company including the ledger and that the goods in question were supplied from Greater Noida, UP to Sonipat, Haryana and that plaintiff has not filed any proof of payment of cartridges for the transportation of the said goods to the defendant. He further stated that he cannot say whether the defendant had claimed the Input Tax Credit in respect of the invoice no. 513 dated 21.10.2021 and 514 dated 22.10.2021. He further admitted that plaintiff Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

has not filed any receipt for the defendant company in respect of the receiving of goods in question. He denied the suggestion of Ld. Counsel for the defendant that the goods in question vide invoice no. 513 and 514 were not supplied to the defendants and the said invoices are forged and fabricated documents.

35. There is nothing in the cross examination of this witness to weaken his testimony or to doubt his credibility.

36. As stated above, the defendant in its written statement admitted receipt of goods in respect of only one invoice i.e. invoice no. 501 dated 18.10.2021 and admitted its liability of Rs.1,30,980/- in respect of the said invoice and in view of the said categorical admission on the part of the defendant, vide order dated 10.04.2024 judgment on admission was passed in favour of plaintiff and against the defendant under Order XII Rule 6 CPC with regard to the said amount of Rs.1,30,980/- by the court.

37. The defendants have denied the supply of goods by the plaintiff under all other invoices relied upon by it and it is stated that all other invoices are forged and fabricated and the goods under the same were never supplied to the defendants.

38. As far as supply of goods under the remaining invoices is concerned, it is relevant here to state that the plaintiff has filed e-way bills in respect of Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

the relevant invoices which are part of ExPW1/8 (colly.) in support of his contention that the goods in question were supplied to the defendants.

39. In this regard, it would be relevant to reproduce Rule 138 of SCGST Rules, 2017 as under:-

Rule 138: SCGST Rules, 2017 reads as under:-

"138, Information to be furnished prior to commencement of movement of goods and generation of e-way bill.-(1) Every registered person who causes movement of goods of consignment value exceeding fifty thousand rupees:-

(i) in relation to a supply; or

(ii) for reasons other than supply; or

(iii) due to inward supply from an unregistered person, shall, before commencement of such movement, furnish information relating to the said goods as speci-

fied in Part-A of Form GST EWB-01, electronically, on the common portal and a unique number will be generated on the said portal;

Provided that the transporter, on an authorization received from the registered person, may furnish information in Part A of Form GST EWB-01, electronically, on the common portal along with such other information as may be required on the common portal and a unique number will be generated on the said portal:

Provided further that where the goods to be transported are supplied through an e-commerce operator or a courier agency, on an authorization received from the consignor, the information in Part-A of Form GST EWB-01 may be furnished by such e-commerce operator or courier agency and a unique number will be generated on the said portal:

Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

Provided also that where goods are sent by a principal located in one State or Union territory to a job worker located in any other State or Union Territory, the e-way bill shall be generated either by the principal or the job worker, if registered, irrespective of the value of the consignment:

Provided also that where handicraft goods are transported from one state or Union Territory to another State or Union Territory by a person who has been exempted from the requirement of obtaining registration under clauses (i) and (ii) of section 24, the e-way bill shall be generated by the said person irrespective of the value of the consignment.

(11) The details of the e-way bill generated under this rule shall be made available to the-

(a) Supplier, if registered, where the information in Part A of FORM GST EWB-01 has been furnished by the recipient of the transporter; or

(b) recipient, if registered, where the information in Part of FORM GST EWB-01 has been furnished by the supplier or the transporter, on the common portal, and the supplier or the recipient, as the case may be, shall communicate his acceptance or rejection of the consign-

ment covered by the e-way bill.

(12) Where the person to whom the information specified in sub-rule(11) has been made available does not communicate his acceptance or rejection within seventy two hours of the details being made available to him on the common portal, or the time of delivery of goods whichever is earlier, it shall be deemed that he has accepted the said details.

40. Hence, sub-rule (11) of the above rule provides that the details of the e-way bill shall be made available to the recipient who shall communicate Polyam Printers Pvt. Ltd. vs. Rachna Overseas

Pvt. Ltd.

his acceptance or rejection of the consignment covered by the e-way bill. Further sub-rule (12) provides that in such cases, if the recipient does not communicate his acceptance or rejection within 72 hours of the details being made available to him on the common portal, or the time of delivery of goods whichever is earlier, it shall be deemed that he has accepted the said details.

41. In the present case, no evidence has been adduced by the defendants to show that inspite of generation of said e-way bills by the plaintiff in respect of the goods in question showing the defendant as recipient of those goods, the defendant company ever communicated its acceptance or rejection within stipulated period or at any point of time and as such presumption is liable to be drawn in favour of the plaintiff and against the defendant that entire goods sent under all the said e-way bills part of Ex.PW1/ (colly.) were received by the defendant company. The defendants have failed to lead any evidence to the contrary.

42. Under Section 104 of Bhartiya Sakshya Adhiniyam, 2023, the defendant is expected to prove its defence and assertions made against the plaintiff, though initial burden to prove is on the plaintiff, but once it is discharged onus shifts on to the other side to disprove the same.

Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

43. The defendants have not led any evidence in this case. As the defendants have refrained from entering into the witness box, not submitting themselves for the cross examination by the learned counsel for the plaintiff, adverse inference is liable to be drawn against the defendants. Their pleading remains pleading only and not translated into proof. Any suggestions made to PW1 in the cross examination does not take case of the defendants anywhere unless the defendants are able to discharge its burden to prove certain facts alleged against the plaintiff as required under Section 104 of Bhartiya Sakshya Adhiniyam, 2023 by leading evidence. Any pleading without evidence is not the evidence and proof at all. Therefore, in the absence of the evidence of the defendants, it is needless to say that the defendants have failed to prove its defence. Reliance is placed on Vidyadhar vs. Manik Rao and anr. reported in AIR 1999 SC 1441.

44. Further Section 119 of Bhartiya Sakshya Adhiniyam, 2023 allows the court to draw certain presumptions based on the facts of the case and the conduct of the parties. One such presumption is that if a party fails to produce evidence which it is within its power to produce, the court may draw an adverse inference against that party. Clause (g) of the said provision provides that court may presume that the evidence which could be and is not produced would if produced be unfavourable to the person who withholds it.

Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

45. In the present case the defendants have not filed even their ledger/Statement of Account in support of its case. If the defendants did not receive the goods under the other invoices except invoice no. 501 dated 18.10.2021, they should at least filed their statement of account/ledger to show

all the transactions between the parties and the details of payment made by it to the plaintiff but the defendants have failed to file any such document.

46. In terms of Section 105 of Bhartiya Sakshya Adhiniyam, 2023 the initial onus is always on the plaintiff and if he discharges that onus and makes out a case which entitles him to a relief, the onus shifts to the defendant to prove those circumstances, if any, which would disentitle the plaintiff to the same.

47. It is argued by ld. Counsel for the defendants that the cheques issued by the defendant company were security cheques and that the plaintiff has misused the said cheques. This contention is vehemently contested by the Ld. Counsel for the plaintiff.

48. In my view, this argument has no merit. Under Section 139 of the Negotiable Instrument Act, 1881 the presumption is that the cheques were issued for discharge of liability unless the defendant can prove otherwise.

Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

If the defendant claimed that the cheques were for security, the burden shifts to the defendant to substantiate this with evidence like written agreement or any communication indicating that the cheques were for security but as stated above, defendants have not led any evidence in this case and hence, they have miserably failed to prove that the cheques in question were issued as security. Further the plaintiff had right to get the said cheques encashed as and when liability of the defendant arose for making the payment to it.

49. It is further argued by Ld. Counsel for the defendants that admittedly plaintiff has not filed any delivery receipts in respect of the goods under the invoices except invoice no. 501 dated 18.10.2021 and further there is no evidence of dispatch of goods to the defendants.

50. In my view, this argument also has no merit because receipt on the invoices and evidence of dispatch of goods is not the sole criteria to decide such civil suits for recovery of money. The plaintiff has already filed all the invoices, e.way bills and GSTR-I record of the plaintiff company in respect of the invoices in question and the testimony of the witness of the plaintiff has been found to be trustworthy and believable and hence this argument has no merit. Further as stated above, the defendant has not led any evidence and has failed to prove its evidence.

Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

51. In the present case, the testimony of the witness of the plaintiff is convincing and truthful and has remained unimpeachable. It is corroborated by documentary evidence. As stated above, there is nothing in cross examination of PW1 to shake his credit. There is no ground for me to disbelieve the same. The defendants have not led any evidence in its defence and have miserably failed to prove its case.

52. After considering all the facts and circumstances, I hold that the plaintiff has been able to prove its case by preponderance of probability that the goods in question were sold by the plaintiff to defendants and the defendant company is liable to pay the principal amount of Rs.3,25,090/-.

53. Accordingly, this issue is decided in favour of the plaintiff and against the defendants.

Issue No. 4 :

(iii) If the issue no. (iii) is decided in affirmative, whether the plaintiff is entitled for the pendente-lite and future interest, if so at what rate and for what period? (OPP)

54. As far as grant of pendente-lite and future interest is concerned, in my view, since defendants have deprived the plaintiff for use of the amount Polylam Printers Pvt. Ltd. vs. Rachna Overseas Pvt. Ltd.

of goods provided by him and considering the prevalent rate of interest, I grant interest @ 8% per annum on the decretal amount from 11.03.2022 i.e. the date of issuance of legal notice ExPW1/3 by the plaintiff to the defendants and thereafter till the realization.

Issue No. 5 :-

(iv) Relief

55. In view of the aforesaid discussions, the suit is decreed in favour of the plaintiff and against the defendant company for the sum of Rs.3,25,090/- along with interest @ 8% per annum on the said amount from 11.03.2022 i.e. the date of issuance of legal notice ExPW1/3 by the plaintiff to the defendants and thereafter till the realization.

56. The amount of the part decree in the sum of Rs.1,30,980/- passed by this Court vide order dated 10.04.2024 will get merged in the decree passed today by the court in faovur of plaintiff and against the defendant company. The plaintiff is also held entitled to costs of the suit.

57. Decree sheet be prepared accordingly. File be consigned to Record Room. DEEPAK by DEEPAK GARG GARG Date: 2025.03.04 16:03:44 +0530 Announced in the open Court (Deepak Garg) On 4th Day of March, 2025 Distt. Judge, (Comm. Court)-09, Central District, THC : Delhi