

Lodged on : 20/07/2016  
Admitted on : 29/07/2016  
Decided on : 22/06/2018  
Duration : 1Y 10M 23D

**THE BOMBAY CITY CIVIL COURT, BORIVALI DIVISION  
AT DINDOSHI,GOREGAON, MUMBAI**

**SUMMARY SUIT No. 382 OF 2016  
(CNR No.MHCC04-005527-2016)**

**EXHIBIT No.13**

**M/s. Hector Beverages Private Ltd.**

A Company incorporated under  
Companies Act, 1956, having Registered  
Office at B-82, South City – 1,  
Gurgaon – 122 001, Hariyana.

.. Plaintiff

**Vs.**

**1. M/s. Dharnendra Wire Industries**

A partnership Firm having address at  
Gala No.4, Ground Floor, Cama Industrial  
Estate, Walbhat Road, Goregaon (E),  
Mumbai – 400 063.

**2. Mr. Kiran Kumar Merani**

Partner of M/s. Dharnendra Wire  
Industries, Gala No.4, Ground Floor,  
Cama Industrial Estate, Walbhat Road,  
Goregaon (E), Mumbai – 400 063.

... Defendants

**CORAM: H.H.AD-HOC JUDGE SHRI M.H.SHAikh**  
**(C.R.NO.5)**

**DATE : 22<sup>nd</sup> June 2018**

Adv. Ms. Desai h/f Adv. Samant for plaintiff.  
Ex-parte against defendant.

**J U D G M E N T**

1. This is a summary suit filed for recovery of Rs.3,36,000/-

alongwith future interest @ 18% p.a. on principal amount of Rs.3,36,000/- from the date of filing of the suit till its actual realization and cost of the proceeding.

2. Brief facts of the suit are as under :

Plaintiff is a company engaged in manufacturing, marketing, sale of non-alcoholic beverages under various Trade Marks i.e. paperboat, Tzinga etc. Defendant no.1 is a partnership firm. Defendant no.2 is a partner of defendant no.1 firm. Plaintiff was in need of warehouse premises therefore they approach defendant no.1 for temporary space accommodation for storage of their products. Defendant no.1 firm through defendant no.2 enter into leave and license agreement dated 25/11/2014 duly registered before Sub-Registrar Borivali -1 vide document no.6-8889-2014 dated 05/12/2014 with plaintiff company. As per terms of leave and license Agreement dated 25/11/2014, the plaintiff licensee was require to pay monthly license fees amount of Rs.20,000/- to the licensor. In addition to the monthly license fee, the plaintiff has paid interest free security deposit amount of Rs.3,36,000/- on 11/11/2014 through RTGS in favour of defendant no.1. The leave and license agreement was agreed for period of 36 months i.e. 10/11/2014 to 09/11/2017. Plaintiff regularly paid monthly license fees and maintenance charges in respect of license premises to defendants.

3. On 14/08/2015, plaintiff terminated leave and license agreement by issuing one month advance notice to defendants as per clause 32 of the leave and license agreement dated 25/11/2014. The said notice was duly received and acknowledged by the defendants. On 12/09/2015 plaintiff vacated the license premises and handed over the same to defendants as per their complete satisfaction without receiving the interest free deposit amount from the defendants. Plaintiff sent various emails to the defendant for refund

of the security deposit amount. But the defendants avoided to pay the amount. Therefore plaintiff issued legal notice dated 03/05/2016 calling upon defendants to pay the security deposit amount. But the defendants failed and neglected to make the payment. Therefore the suit.

4. Despite service of writ of summons, defendants did not appear in this matter within stipulated period.

5. In order to prove its case, plaintiff filed claim affidavit at Exh.10 alongwith List of documents Exh.11.

6. Heard learned advocate for the plaintiff.

7. Perused the plaint and original documents filed on record. In view of Order XXXVII Rule 2(3) of CPC as the defendants have chosen not to appear in the matter, therefore the allegations in the plaint shall be deemed to be admitted and the plaintiff shall be entitled for a decree. Therefore this Court has no option but to believe the plaintiff. Therefore this Court holds that the plaintiff is entitled for an amount of Rs.3,36,000/-.

8. As far as interest is concerned, plaintiff has claimed interest @ 18% p.a. However there is no agreement on record for agreed rate of interest. Therefore this Court finds that interest @ 9% p.a. will meet the end of justice. With these observations, this Court proceeds to pass the following order :

### **ORDER**

1 Suit is partly decreed with costs as follows :-

Defendants do jointly and severally pay Rs.3,36,000/-  
alongwith interest @ 9% p.a. on an amount of Rs.3,36,000/-  
to the plaintiff from date of filing of its suit till its actual

realization.

- 2 Court fees be refunded to the plaintiff as per rules.
- 3 Decree be drawn up accordingly.

(M.H.Shaikh)  
Ad-hoc Judge, City Civil Court,  
Borivali Div. Dindoshi, Mumbai.

Directly typed on : 22/06/2018  
Corrected on : 22/06/2018  
Signed on : 22/06/2018

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED  
JUDGMENT/ORDER”

Date : 25/06/2018

Time : 12.00 P.M.

UPLOAD DATE AND TIME

Mrs. Manisha S. Putta

(H.G.Stenographer)

NAME OF STENOGRAPHER

Name of the Judge (with Court room no.)	HHJ M.H.Shaikh (C.R.No.5)
Date of Pronouncement of JUDGMENT/ORDER	22/06/2018
JUDGMENT/ORDER signed by P.O. on	22/06/2018
JUDGEMENT/ORDER uploaded on	25/06/2018