

**IN THE COURT OF MS. JASJEET KAUR, JUDGE SMALL CAUSE COURT-
ADDL. SENIOR CIVIL JUDGE-GUARDIAN JUDGE, NEW DELHI DISTRICT,
PATIALA HOUSE COURT.**

Civil Suit no: 58742/16

Cross Section Interactive Pvt. Ltd.

Through Authorized Representative

Registered office at:

401, Surya Kiran Building,

19, Kasturba Gandhi Marg,

New Delhi-110001

.... Plaintiff

Versus

Logix Soft Tel. Pvt. Ltd.

Through its Director

85, Ground Floor, World Trade Centre,

Barakhamba Lane,

New Delhi- 110001

... Defendant

**SUIT FOR RECOVERY OF RS. 1,01,124/- (RUPEES ONE LAKH ONE ONE
THOUSAND ONE HUNDRED AND TWENTY FOUR ONLY) ALONG WITH
PENDENTE-LITE AND FUTURE INTEREST @ 18% PER ANNUM**

Date of institution of the Suit	:	01.09.2016
Date on which judgment was reserved	:	Not reserved
Date of decision	:	23.09.2017
Decision	:	Suit ex-parte Decreed

J U D G M E N T

1. Brief facts of the case as discernible from the plaint and documents of the plaintiff are that plaintiff company is a leading website Development Agency and

in addition to that it also provides various services like social Media Optimization, Search Engine Optimization and Online Reputation Management and all other ancillary services related to websites. The present suit has been filed by the authorized representative of the plaintiff company Sh. Sunil Singh Chauhan who has been duly authorized to institute and pursue the present suit vide Board Resolution dated 02.08.2016. It is the case of the plaintiff that the defendant company is engaged in the business of IT/ITES industry and is a member of CREDAI i.e. the Apex body managing the Real Estate Developer of India and Sh. Shakti Nath and Smt. Meena Nath are the Directors of the defendant company.

2. It has been averred in the plaint that the defendant had approached the plaintiff company for availing its services and had requested them to provide detailed representation in relation to the services provided by the plaintiff company. Accordingly, on the basis of the ideas and representations submitted by the plaintiff company with the defendant, a work order bearing no. LP/1701A/2014 dated 24.09.2014 for Digital Marketing of Website of Logix Group and online reputation management on monthly a retainership basis was issued to the plaintiff company by the defendant company. It has been averred in the plaint that in the said work order it was also mentioned that certain specific services had to be provided by the plaintiff company to the defendant company for a monthly fee which was fixed at Rs. 45,000/- per month along with service tax. It has been further averred by the plaintiff company that another sister company of the defendant company had also approached the plaintiff company for similar works

and the same were completed to the satisfaction of the defendant. Accordingly, the plaintiff company had issued following invoices as per the work order dated 29.09.2014 which were duly acknowledged by the defendant company:-

S. No.	Invoice No.	Date	Amount (in Rs.)
1	CSI/AMC/14/09/581	29.09.2014	50,562/-
2	CSI/AMC/14/11/764	29.11.2014	50,562/-
Total:			1,01,124/-

3. It is the case of the plaintiff that the defendant company and its representatives have completely defaulted in making payment of dues towards the services provided to them by the plaintiff for the Month of October, 2014 and November, 2014. It has been averred in the plaint that the representative of the defendant vide his email dated 10.07.2015 had given an assurance to clear all the legally payable dues of the plaintiff upto 31.12.2014 however, all the promises made by the defendant company had turned out to be false. Thereafter, the plaintiff company had issued legal notices dated 03.02.2016 and 15.06.2016 calling upon the defendant to make payment of its outstanding dues which were duly received by the defendant company. However, the defendant company had failed to pay the outstanding dues of the plaintiff despite service of the legal notices issued by the plaintiff upon the defendant. Consequent upon failure of the defendant to pay outstanding dues towards the services availed from the plaintiff company, the present suit was instituted by the plaintiff company for recovery of the said outstanding dues amounting to Rs. 1,01,124/-.

4. As per record, despite service of summons, the defendant failed to appear. As such defendant was proceeded ex-parte vide order dated 29.03.2017 by my Ld. Predecessor. Thereafter, the matter was fixed for ex parte plaintiff's evidence.

5. The plaintiff company through its Authorized Representative PW-1 /Sh.Sunil Singh Chauhan proved the over all case of the plaintiff by leading evidence by way of affidavit. In order to prove the case, PW-1 had relied upon the following documents:

- i) Copy of Board Resolution passed in favour PW1 dated 02.08.2016 Ex. PW-1/A.
- ii) Copy of Work order dated 24.09.2014 Ex. PW-1/B.
- iii) Copy of invoices dated 29.09.2014 and 29.11.2014 Ex. PW-1/C and Ex. PW-1/D respectively.
- iv) Copy of e-mail dated 29.07.2016 – 28.08.2015 Ex. PW1/D(colly.).
- v) Copy of the Ledger account of the defendant maintained by the plaintiff company Ex. PW-1/E.
- vi) Office copy of legal notice dated 03.02.2016 issued by the plaintiff company to the defendant company along with tracking report and postal receipts of dispatch of the same to the address of the defendant Ex. PW-1/F and Ex. PW-1/G respectively.
- vii) Office copy of another legal notice dated 15.06.2016 issued by the plaintiff company to the defendant company along with proof of dispatch of the said legal notice to the address of the defendant through postal

receipt and tracking report Ex. PW-1/H, Ex. PW-1/I (i-vi) and tracking reports Ex. PW-1/J (colly.).

viii) Copy of certificate under section 65B of the Indian Evidence Act Ex. PW-1/K in respect of authenticity of computer generated documents including invoice, emails and statement of ledger account of the defendant.

6. I have considered the ex-parte final arguments advanced by learned counsel for the plaintiff and perused the entire evidence led by the plaintiff company in support of its case.

7. As per the evidence including the ledger account Ex. PW-1/E alongwith invoices Ex. PW-1/C and Ex. PW-1/D, it has been proved by the plaintiff company that a principal sum of Rs.1,01,124/- was due and outstanding against the defendant as on 01.09.2016, that is, the date of institution of the present suit. Further, as the liability arises from a commercial transaction, therefore the plaintiff has sought payment of interest at the rate of 18% per annum in respect of bills which were not paid on presentation by the defendant. It is also clear from record that defendant had failed to pay the due amount. Infact, the defendant company had failed to contest the present suit and the testimony of PW-1 Sh. Sunil Singh Chauhan has remained unrebutted and unchallenged. Thus, through the unrebutted and unchallenged testimony of PW-1 Sh. Sunil Singh Chauhan, the case of the plaintiff's company has been proved on the scale of preponderance of probabilities. Further, the present suit has been filed within the limitation period of

three years from the last date of cause of action.

8. RELIEF:

In the light of the above discussions and findings, the present suit is decreed for the suit amount of Rs. 1,01,124/-. But, instead of awarding pendente lite and future interest @ 18% per annum, as claimed by the plaintiff, in my view, ends of justice would be met if pendente lite interest at the rate of 10% per annum from the date of institution of the suit till the date of decree and future interest at the rate of 8% per annum from the date of decree till the date of its realization is decreed in favour of the plaintiff and against the defendant. Further, plaintiff is also entitled to the costs of the suit. Decree sheet shall be prepared accordingly. File be consigned to record room after due compliance.

**Announced in the open court
on 23rd September, 2017**

**(Jasjeet Kaur)
ASCJ-JSCC-Guardian Judge,
Patiala House Courts, New Delhi.**

This judgment contains 6 pages and each page is signed by me.

Civil Suit no: 58584/16

Cross Section Interactive (P) Ltd. vs. Logix Soft Tel Pvt. Ltd.

23.09.2017

Present: None for the plaintiff.

Defendant is already ex-parte.

Vide separate ex-parte final judgment pronounced, suit of the plaintiff is decreed for the suit amount of Rs. 1,01,124/-. But, instead of awarding pendente lite and future interest @ 18% per annum, as claimed by the plaintiff, in my view, ends of justice would be met if pendente lite interest at the rate of 10% per annum from the date of institution of the suit till the date of decree and future interest at the rate of 8% per annum from the date of decree till the date of its realization is decreed in favour of the plaintiff and against the defendant. Further, plaintiff is also entitled to the costs of the same. Decree sheet shall be prepared accordingly.

File be consigned to record room after due compliance.

(Jasjeet Kaur)

JSCC/ASCJ/ GJ/New Delhi 23.09.2017