

IN THE COURT OF MS. DIVYA GUPTA,  
CIVIL JUDGE-03,  
CENTRAL DISTRICT, TIS HAZARI COURT, DELHI.

New Case No. 600903/10

M/S. DOSHI PHARMACEUTICALS,  
OFFICE AT 230-231, 2ND FLOOR,  
3, VARDHMAN DIAMOND PLAZA,  
D.B. GUPTA ROAD, MOTIA KHAN,  
PAHARGANJ, NEW DELHI-110055.  
THROUGH ITS PARTNER  
MR. SHAILEN DOSHI

..... PLAINTIFF

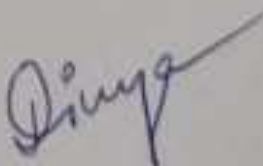
VERSUS

M/S. RATCHET LABORATORIES LTD.  
REDG. OFFICE: DLF BUILDING, BLOCK-C,  
3RD FLOOR, OFFICE NO. 4,  
IT PARK, CHANDIGARG 160002  
THROUGH ITS PROPRIETOR  
MR. MANOJ VASUDEV

..... DEFENDANT

Date of Institution of the suit : 08.04.2016  
Date of judgment passed : 25.06.2020

SUIT FOR RECOVERY OF RS. 2, 78,252/- (TWO LACS SEVENTY  
EIGHT THOUSAND TWO HUNDRED FIFTY TWO ONLY ALONG  
WITH INTEREST @ 18%.



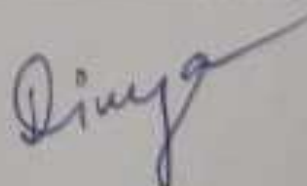
## JUDGMENT

1. The present suit has been filed by the plaintiff firm against the defendant company for the recovery of Rs. 2, 78,252/- along with interest @ 18% p.a. The suit has been filed by Shri Shailen Doshi in the capacity of him being the partner of plaintiff firm against the defendant company i.e. Ratchet Laboratories Ltd.

2. The facts of case in hand in brief are such that the plaintiff is registered partnership firm doing business in trade of chemicals, dyes, etc. The plaintiff had business relation with the defendant company. The plaintiff used to deliver the products on the basis of order placed by Defendant Company. The particulars of the invoices through which goods as demanded by the defendant were sent to defendant are as follows:

S. NO.	INVOICES NO.	DATE	AMOUNT (IN RS.)
1.	9482	25.03.2013	60,330/-
2.	9495	28.03.2013	10,965/-
3.	9554	06.04.2013	30,700/-
4.	9562	09.04.2013	1,38,820/-
5.	9741	03.05.2013	12,240/-
6.	9752	06.05.2013	30,700/-
7.	10270	07.08.2013	61,200/-

3 That as per ledger of plaintiff, the balance amount due by defendant co. on 30.07.13 was Rs. 2,50,510. Towards this liability, defendant



CHEQUE NO.	DATE	AMOUNT	DRAWN ON
611232	06.06.2013	38,250/-	Canara Bank, Karnal-132001, Haryana
611231	08.06.2013	30,600/-	Canara Bank, Karnal-132001, Haryana
611240	16.06.2013	1,38,720/-	Canara Bank, Karnal-132001, Haryana

4. That when plaintiff deposited the above mentioned cheques in his account on 16.07.13, same were dishonored with reasons "exceeds arrangement" in all three cheques.

5. That thereafter, plaintiff demanded money from the defendant, but in vain. Then, plaintiff sent a legal notice dt. 30.07.2013 to the defendant company through registered post. On receiving that, the defendant requested the plaintiff not to take any further action and also placed further order on 07.08.2013 of Rs.61,200/- and also made cash payment in several installments during the month of September and October 2013 and the last payment being of Rs. 6000/- paid on 11.10.2013 against the amount due. Thereafter, when plaintiff asked the defendant to pay the balance amount, defendant refused to pay. As per the ledger maintained by the plaintiff the principal balance payable by the defendant to the plaintiff as on 11.10.2013 is Rs. 1,93,710/-. Hence, the

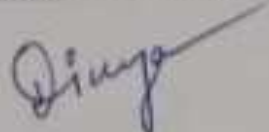
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plaintiff has filed the present suit with the prayer that he be entitled to principal sum of Rs. 1,93,710 along with interest @18% w.e.f. 11.10.13 to 15.03.16 which comes to Rs. 84,542, the total amount due being 2,78,252. Further plaintiff has prayed for interest @18% pa from 16.03.16 till the date of actual payment of the amount and cost of the suit.

6. Notice of the suit was served upon the defendants via publication in the newspaper Rashtriya Sahara dated 01.11.2018, but despite service, neither the defendants have appeared before the court nor WS was filed on behalf of defendants. Therefore, the defendants were proceeded Ex-parte vide order dt. 15.04.2019 passed by Ld. Predecessor of this court.

7. Matter was then listed for ex-parte evidence. On behalf of plaintiff, Sh. Shailen Doshi, as PW-1, was examined on 30.10.2019 by way of an affidavit of evidence which is marked as Ex. PW1/A wherein he reiterated the contents of the plaint. The same are not repeated here for the sake of brevity. He also exhibited the following documents:-

- i) Ex. PW-1/1 i.e. Form A and B.
- ii) Ex. PW-1/2 i.e. copy of invoice no. 9482.
- iii) Ex. PW-1/3 i.e. delivery challan no. 9482.
- iv) Ex. PW-1/4 i.e. Purchase order dt. 21.03.2013.
- v) Ex. PW-1/5 i.e. receipt of the payment to the transporter.
- vi) Ex. PW-1/6 i.e. acknowledgement of supply of the goods.
- vii) Ex. PW-1/7 i.e. copy of invoice no. 9495.
- viii) Ex. PW1/8 i.e. delivery challan no. 9495.



- ix) Ex. PW1/9 i.e. purchase order dt. 21.03.2013.
- x) Ex. PW1/10 i.e. copy of DVAT 32 dt. 28.03.2013.
- xi) Ex. PW1/11 i.e. receipt of payment to the transporter.
- xii) Ex. PW1/12 i.e. acknowledgment of supply of goods.
- xiii) Ex. PW1/13 i.e. copy of invoice no. 9554.
- xiv) Ex. PW1/14 i.e. delivery challan no. 9554.
- xv) Ex. PW1/15 i.e. purchase order dt. 05.04.2013.
- xvi) Ex. PW1/16 i.e. copy of form DVAT 32 dt. 08.04.2013.
- xvii) Ex. PW1/17 i.e. receipt of payment to the transporter.
- xviii) Ex. PW1/18 i.e. acknowledgement of supply of goods.
- xix) Ex. PW1/19 i.e. copy of invoice no. 9562.
- xx) Ex. PW1/20 i.e. delivery challan no. 9562.
- xxi) Ex. PW1/21 i.e. Copy of DVAT 32 dt. 10.04.2013.
- xxii) Ex. PW1/22 i.e. receipt of payment to the transporter.
- xxiii) Ex. PW1/23 i.e. acknowledgement of supply of goods.
- xxiv) Ex. PW1/24 i.e. copy of invoice no. 9741.
- xxv) Ex. PW1/25 i.e. delivery challan no. 9741.
- xxvi) Ex. PW1/26 i.e. purchase order dt. 04.05.2013.
- xxvii) Ex. PW1/27 i.e. copy of DVAT 32 dt. 04.05.2013.
- xxviii) Ex. PW1/28 i.e. receipt of payment to the transporter.
- xxix) Ex. PW1/29 i.e. acknowledgement of supply of goods.
- xxx) Ex. PW1/30 i.e. copy of invoice no. 9752.
- xxxi) Ex. PW1/31 i.e. delivery challan no. 9752.
- xxxii) Ex. PW1/32 i.e. purchase order dt. 06.05.2013.
- xxxiii) Ex. PW1/33 i.e. copy of DVAT 32 dt. 06.05.2013.

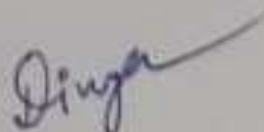
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- xxxiv) Ex. PW1/34 i.e. receipt of payment of transporter.
- xxxv) Ex. PW1/35 i.e. acknowledgement of supply of goods.
- xxxvi) Ex. PW1/36 i.e. invoice no. 10270.
- xxxvii) Ex. PW1/37 i.e. delivery challan no. 10270.
- xxxviii) Ex. PW1/38 i.e. purchase order dt. 31.07.2013.
- xxxix) Ex. PW1/39 i.e. receipt of payment to the transporter.
- xxxx) Ex. PW1/40 i.e. acknowledgement of supply of goods.
- xxxxi) Ex. PW1/41 i.e. cheque no. 611231.
- xxxxii) Ex. PW1/42 i.e. cheque no. 611232.
- xxxxiii) Ex. PW1/43 i.e. cheque no. 611240.
- xxxxiv) Ex. PW1/44 to Ex., PW1/46 i.e. bank return memo.
- xxxxv) Ex. PW1/47 to Ex. PW1/49 i.e. legal notice dt. 30.07./2013, postal receipts and return envelope.
- xxxxvi)-Ex. PW1/50 i.e. ledger account of the defendant company.
- xxxxvii) Ex. PW1/51 i.e. certificate under Section 65 B of Indian Evidence Act.

Thereafter, vide his separately recorded statement, Ex-parte PE was closed. The matter was then listed for Ex-parte final arguments.

8. Ex-parte final arguments advanced by the Ld. Counsel for the plaintiff were heard. Case filed perused.

9. In Ex-parte suits, where defendant has not filed WS or does not appear to contest the suit, the plaintiff as well as the court proceeds on the basis that there was no real opposition/defense to put forth. Hence, the plaintiff is



been successfully done by the plaintiff in this case.

10. Perusal of records shows that the plaintiff is a partnership firm registered in the name of two partners, namely, Shri Shailen Doshi and Shri Paras Doshi, as shown in exhibit PW-1/1 (colly). Further, plaintiff has placed on record the copy of invoice no. 9482 which is Ex. PW1/2, the delivery challan no. 9482 dt. 25.03.2013 through which the goods of invoice no. 9482 supplied to the defendant which is Ex. PW1/3, purchase order dt. 21.03.2013 which is Ex. PW1/4, receipt of the payment to the transporter which is Ex. PW1/5, acknowledgement of supply of the goods is Ex. PW-1/6, copy of invoice no. 9495 is Ex. PW-1/7, the delivery challan no. 9495 dt. 28.03.2013 through which the goods of invoice no. 9495 supplied to the defendant is Ex. PW1/8, purchase order dt. 21.03.2013 is exhibit as Ex. PW1/9, the copy of form DVAT 32 dt. 28.03.2013 exhibit as Ex. PW1/10, receipt of payment to the transporter exhibit as Ex. PW1/11, acknowledgment of supply of goods is Ex. PW1/12, copy of invoice no. 9554 is exhibit as Ex. PW1/13, the delivery challan no. 9554 dt. 06.04.2013 through which the goods of invoice no. 9554 supplied to the defendant is Ex. PW1/14, purchase order dt. 05.04.2013 is exhibit as Ex. PW1/15, the copy of form DVAT 32 dt. 08.04.2013 is exhibit as Ex. PW1/16, receipt of the payment to the transporter exhibit as Ex. PW1/17, acknowledgement of supply of goods is exhibit as Ex. PW1/18, the copy of invoice no. 9562 is exhibit as Ex. PW1/19, delivery challan no. 9562 dt. 09.04.2013 through which the goods of invoice no. 9554 supplied to the defendant is exhibit as Ex. PW1/20, the copy of DVAT 32 dt. 10.04.2013

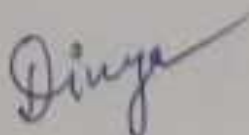
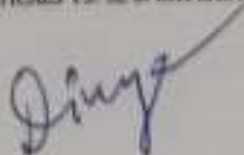


exhibit as Ex. PW1/21, receipt of payment to the transporter exhibit as Ex. PW1/22, acknowledgement of supply of goods is exhibit as Ex. PW1/23, the copy of invoice no. 9741 is exhibit as Ex. PW1/24, delivery challan no. 9741 dt. 03.05.2013 through which the goods of invoice no. 9741 supplied to the defendant is Ex. PW1/25, purchase order dt. 04.05.2013 i.e exhibit as Ex. PW1/26, the copy of form DVAT 32 dt. 04.05.2013 exhibit as Ex. PW1/27, receipt of payment to the transporter exhibit as Ex. PW1/28, acknowledgement of supply of goods is exhibit as i.e. Ex. PW1/29, the copy of invoice no. 9752 is exhibit as Ex. PW1/30, the delivery challan no. 9752 dt. 06.05.2013 through which the goods of invoice no. 9752 supplied to the defendant is Ex. PW1/31, purchase order dt. 06.05.2013 is exhibit Ex. PW1/32, the copy of form DVAT 32 dt. 06.05.2013 is exhibit as Ex. PW1/32, the copy of form DVAT 32 dt. 06.05.2013 is exhibit as PW1/33, receipt of the payment to the transporter exhibit as Ex. PW1/34, acknowledgement of supply of goods is exhibit as Ex. PW1/35, the copy of invoice no. 10270 is exhibit as Ex. PW1/36, the delivery challan no. 10270 dt. 07.08.2013 through which the goods of invoice no. 10270 supplied to the defendant is Ex. PW1/37, purchase order dt. 31.07.2013 is exhibit Ex. PW1/38, receipt of payment to the transporter exhibit as Ex. PW1/39, acknowledgement of supply of goods is exhibit as Ex. PW1/40. The above mentioned exhibited documents show that the goods were delivered to the defendant company by the plaintiff's firm.

11. Further, plaintiff in his evidence has stated that as per ledger maintained by the plaintiff's firm the balance amount due by the defendant company as on 30.07.2013 was Rs. 2,50,510/-. Towards this liability the

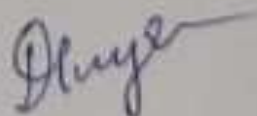




defendant has issued three cheques towards the plaintiff firm. Plaintiff has placed on record original cheques, which are exhibited as Ex.PW1/41, Ex. PW1/42 and Ex. PW1/43. Document Ex. PW1/44 to Ex. PW1/46 consisting of memo of return dt. 16.07.2013 shows that the above said cheques were dishonoured with reasons "Exceeds Arrangement" in all three cheques.

12. The legal notice dt. 30.07.2013 i.e. Ex. PW1/47 is also placed on record which proves that the said demand notice was served upon the defendants calling upon the defendant company to pay the above outstanding amount. The service of legal notice stands proved by Ex. PW1/48 and Ex. PW1/49. Further, it has been stated by the plaintiff in his evidence that defendant thereafter requested the plaintiff's firm not to take any further action and also placed an order on 07.08.2013 of Rs. 61,200/- and also made several cash payments in installment during the month of September to October 2013 and the last payment being of Rs. 6000/- was paid on 11.10.2013. As per the ledger maintained by the plaintiff's firm, the principal balance payable by the defendant to the plaintiff's firm as on 11.10.2013 is Rs. 1,93,710/-. Plaintiff's firm has placed on record the attested updated ledger account of the defendant company maintained by the plaintiff's firm which is exhibited as Ex. PW1/50 along with certificate in the form of an affidavit under Section 65 B of Indian Evidence Act which is exhibited as Ex. PW1/51.

13. Thus, perusal of record and evidence placed on record by the plaintiff shows that plaintiff firm had supplied goods on demand to the defendant company. The principal balance payable by the defendant to the



notice of the suit in hand, defendant has not appeared before the Court to either dispute the signatures upon the documents filed by the plaintiff or to dispute the plaintiff's case. As such, the entire evidence led by the plaintiff goes unrebutted and since defendant has chosen to remain absent, therefore, there is no reason for this court to disbelieve plaintiff's version. Plaintiff has filed present suit for recovery of Rs. 2, 78,252/- (which includes interest @ 18% w.e.f. 11.10.13 to 15.03.16). The plaintiff has also claimed interest @ 18% p.a. from 16.03.16 till the realization of the decretal amount. However, interest @ 18% seems to be exorbitant. Interest @ 12% p.a. seems to be sufficient to meet the ends of justice.

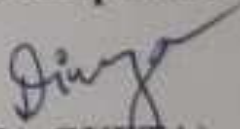
### **RELIEF**

14. Hence, in view of the aforesaid discussion, the suit in hand is hereby decreed ex-parte with cost and plaintiff is hereby held entitled to recover an amount of Rs. 2,78,252/- (Rupees two lacs seventy eight thousand two hundred fifty two only) along with interest @ 12% p.a. (simple interest) from the 16.03.16 till its final realization, from the defendant company, along with the amount of cost.

Decree sheet be prepared accordingly.

**File be consigned to Record Room after due compliance.**

Announced on cisco webex  
today on 25.06.2020

  
(DIVYA GUPTA)  
Civil Judge-03/Central  
Tis Hazari Courts, Delhi

Note:- This judgment contains of 10 pages and all the pages have been checked and signed by me.

*Divya* 25/06/20

(DIVYA GUPTA)  
Civil Judge-03/Central  
Tis Hazari Courts, Delhi

CS NO. 903/16

DOSHI PHARMACEUTICALS VS. RATCHET LABORATORIES LTD.

25.06.2020

Presence: Sh. Avinash Trivedi, Ld. Counsel for plaintiff. (via video conferencing on CISCO WEBEX).

Defendant is ex-parte vide order dt. 15.04.2019.

Arguments were heard on 29.05.2020 by preponing the date of hearing in view of directions passed by Hon'ble High Court of Delhi.

Ld. Counsel for plaintiff was duly informed telephonically by the Reader of this court on his mobile phone about preponment of the said date.

**Vide separate judgment of even date, the suit of the plaintiff stands decreed with costs. Let decree sheet be prepared accordingly.**

**File be consigned to Record Room after due compliance and necessary action as per rules. (announced on CISCO WEBEX).**



(DIVYA GUPTA)

LD. CJ-03 (CENTRAL), THC

25.06.2020