

**IN THE COURT OF SH. ANURAG CHHABRA CIVIL JUDGE-03,
TIS HAZARI COURTS, NEW DELHI**

CIVIL SUIT NO: 669/2019

M/S. PRANAV CREATIONS PVT. LTD.

**(THROUGH ITS AUTHORIZED REPRESENTATIVE –PARVEEN
ASOPA)**

548, 1ST FLOOR, SHIV MANDIR,

KATRA NEEL, CHANDNI CHOWK,

NEW DELHI-110006

..... PLAINTIFF

VERSUS

M/S. SUNSHINE COLLECTION

(THROUGH ITS SOLE PROPRIETOR-URMILA)

H. NO. 1290, KRISHNA MANDIR WALI GALI,

NAJAFGARH, NEW DELHI-110043.

.....DEFENDANT

**SUMMARY SUIT UNDER ORDER 37 OF THE
CODE OF CIVIL PROCEDURE, 1908 FOR
RECOVERY OF AMOUNT OF RS. 1,42,453/-
(RUPEES ONE LAKH FORTY TWO
THOUSAND FOUR HUNDRED FIFTY THREE
ONLY)**

DATE OF INSTITUTION : 02.05.2019

DATE OF DECISION : 15.09.2021

JUDGMENT

1. This is a suit under Order XXXVII CPC for recovery of an amount of Rs. 1,42,453/- along with interests and costs filed by the plaintiff.

2. Factual matrix of the case, as culled out from a bare perusal of the plaint is as under:-

The plaintiff i.e. the Pranav creations Pvt. Ltd. Is a company registered under Companies Act 1956. Sh. Praveen Asopa, Chief Accountant of the plaintiff company is the authorized representative of the company and is duly authorized to institute the present suit as per the board resolution dt. 24.12.2018. The plaintiff is having business relation with Sunshine Collection i.e. the defendant which is proprietorship firm. Ms. Urmila is the proprietor of the said firm and is responsible for running its business affairs. The defendant approached one Sh. Harish Mehra, Commission Agent who used to introduce potential buyers to the potential suppliers in the market and used to charge his commission accordingly. The said commission agent introduced the defendant to the plaintiff and thereafter the defendant approached the plaintiff for supply of readymade garments in normal course of business to which plaintiff agreed and business transaction started to take place between the parties. The defendant used to place orders telephonically with the plaintiff and accordingly invoices were issued and goods were supplied to the defendant via different transporters. The business transactions were of recurring nature and the payments were agreed to be made in consolidated forms and accordingly purchase orders and invoices were to be settled. The defendant assured the plaintiff that the payment would be made within few weeks and the plaintiff relied upon the assurance made by the plaintiff. The defendant did not make any payment and started to avoid all communications with the plaintiff regarding the payment of outstanding amount. The plaintiff stopped business transactions with the defendant due to non-payment of outstanding

amount. Thereafter, the defendant requested the plaintiff not to take any action with regard to outstanding amount and once again assured the plaintiff that she shall pay the outstanding amount and in discharge of his liability the defendant issued a cheque bearing no. 000020 dt. 15.01.2019 drawn on HDFC Bank for sum of Rs. 15,000/- however, when the said cheque was presented before the bank by the plaintiff, the cheque was returned dishonored for the reason “fund insufficient. Hence, the present suit has been filed by the plaintiff with following prayers-

(a) Direct the defendant to pay a sum of Rs. 1,42,453/- (Rupees One Lakh Forty Two Thousand Four Hundred Fifty Three Only) to the plaintiff along with interest of 24% p.a. on Rs. 1,42,453/- from till date of payment to the plaintiff;

(b) Direct the defendants to pay the litigation costs of Rs. 33,000/-;

(c) Pass such other or further orders that this Hon’ble Court may deem fit and proper in fact and circumstances of the case;

(d) Pass such order or further orders that this Hon’ble Court may deem fit and proper in fact and circumstances of the case.

3. Upon service of summons on 27.09.2019, the defendant filed appearance within stipulated period on 03.10.2019. Thereafter, summons for judgment were served upon the defendant on 11.02.2020. The defendant thereafter, filed application for leave to defend and arguments were heard on the above said application. Thereafter, the application for leave to defend was dismissed by the Court.

4. Plaintiff has filed the invoices which reflects that amount of Rs.

1,42,453/- is outstanding against the defendant. Accordingly, a decree of Rs. 1,42,453/- with costs is passed in favour of the plaintiff and against the defendant along with interest @ 9% p.a. from the date of filing of the suit till its final realization.

Decree sheet be prepared accordingly.

File be consigned to the record room after necessary compliance.

**Announced in Cisco Webex
on 15.09.2021**

**(ANURAG CHHABRA)
CIVIL JUDGE-C-03/THC
DELHI**

Note:-This judgment contains of 4 pages and all the pages have been checked and signed by me.

**(ANURAG CHHABRA)
CIVIL JUDGE-C-03/THC
DELHI**