

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON
06.07.2026PRONOUNCED ON
28.09.2026

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THE HON'BLE MR.JUSTICE K.KUMARESH BABU

A No. 3681 of 2025

IN

C.S(COMM DIV) NO. 141 OF 2025

M/s RDC Concrete (India) Pvt Ltd.,
Represented by its Business Head,
Rajesh Narayanaswamy,
Having office at
Plot No 2/129, SNo 55/4D1 Avadi Main Road,
Senneerkuppam, Poonamallee Taluk,
Thiruvallur District, Chennai – 600 056.

..Applicant(s)

Vs

M/s Coramandel Engineering Company Limited,
Rep by its Director,
Parry House, V Floor, 43,
Moore Street, Parrys, Chennai- 600 001.

Also at
BASCON FUTURA, No.10/2, Old No.56L,
Venkatanarayana Road, T.Nagar,
Chennai-600 017.

..Respondent(s)

PRAYER:- Application filed to pass summary Judgment directing the Respondent to pay a sum of Rs. 74,68,265/- (Rupees Seventy-Four Lakhs Sixty-Eight Thousand Two Hundred and Sixty-Five only) to the Applicant/Plaintiff pending disposal of the suit and pass such further or other orders as this Court may deem fit and proper and thus render justice.

For Applicant(s): Ms.Revathi Manivannan

For Respondent(s): Mr.C.S.Guruprasad



ORDER

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The present Application has been filed seeking this court to pass a summary judgement directing the respondent to pay a sum of Rs.74,68,265/- to the Applicant/Plaintiff pending the disposal of the suit.

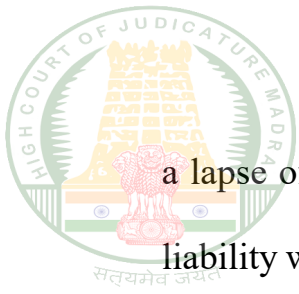
2. Heard Ms.Revathi Manivannan learned counsel appearing on behalf of the applicant and Mr.C.S.Guruprasad learned counsel appearing on behalf of the respondent.

3. Mrs.Revathi Manivannan the learned counsel appearing on behalf of the applicant/plaintiff would submit that the applicant is a company carrying on the business of manufacturing and supplying Ready Mix concrete, Aggregate Cement and allied materials for last several years. The respondent/ defendant on the other hand is engaged in the Business of Construction and Property development. The learned counsel submits that the respondent in the year 2023 had initially approached the applicant expressing interest for the supply of the Ready Mix Concrete, pursuant to which the respondent had issued various purchase orders on various dates, namely, 23.09.2023, 17.10.2023 and 06.11.2023. Subsequently the applicant had also supplied the ordered quantity of Ready-Mix Concrete to the respondent after raising the respective invoices for the same. She submits that the respondent had also acknowledged the said receipt of goods by signing on the invoices and handed over the same to the Applicant.



4. It is submitted that the applicant had maintained a running account for all the supplies effected to the respondent. Thereafter whenever the payments were received from the Respondent, the applicant had given credit for the same as against the pending invoices. The learned counsel further submits that, in terms of the arrangement between the Applicant and the Respondent, the Respondent was required to make payment within 30 days of receipt of the goods. Nevertheless, the Applicant continued to supply goods to the Respondent in view of their longstanding business relationship. However, as on 31.08.2024, after giving due credit to the payments received from the Respondent, the outstanding dues amounted to Rs.76,68,828.50/-. Thereafter, the Applicant issued a letter dated 19.09.2024 seeking confirmation of the outstanding balance, which was duly acknowledged by the Respondent on 29.11.2024, confirming the outstanding balance of Rs.76,68,828.50/- as on 31.08.2024. It is further submitted that the respondent promised to clear balance dues immediately, but had paid only a sum of Rs.2,00,564/- on 30.12.2024 against the outstanding sum of Rs.76,68,828.50/.

5. The learned counsel further submits that since no payments were made forthwith, the applicant had issued a legal notice dated 11.03.2025 to the respondent and called upon them to make required payment towards the outstanding dues within 15 days from the date of receipt of the aforesaid legal notice. Despite the notice, the Respondent failed to issue any reply and only after



a lapse of 15 days, issued a belated reply notice dated 12.05.2025, wherein the liability was admitted. However, the said reply was evasive and not in conformity with the terms and dues payable by the respondent. Consequently the applicant had instituted a suit in C.S.(Comm.Div)No.141 of 2025 against the respondent/defendant seeking to pay a sum of Rs. 74,68,265/- towards the principal and a sum of Rs.26,91,222/- towards the interest at the rate of 24% per annum, aggregating to a sum of Rs.1,01,59,487/- in total towards the outstanding dues payable by the Respondent/Defendant to the Applicant/Plaintiff. That being so, the Applicant came to know that the Respondent was in a precarious financial position and heavily indebted. Though the Respondent had promised to pay Rs.5,00,000/- per month from January 2025, not a single payment was made. Therefore she submits that the reply notice was merely a ruse to defeat the Applicant's legitimate claim.

6. The learned counsel submits that from the above circumstances the Applicant was able to infer that the Respondent was indebted to several other creditors and fearing prejudice to its interests, the Applicant was forced to institute the present application seeking to pass a summary judgement directing the respondent to pay a sum of Rs.74,68,265/-, which is namely the principal amount, pending the disposal of the aforesaid suit. She further submits that the Applicant has established a *prima facie* case, the balance of convenience lies in its favour, and non-allowance of the application would cause irreparable loss and



hardship to the Applicant/Plaintiff. Therefore in view of the aforesaid facts and circumstances, learned counsel prays that this Court may be pleased to allow the application and pass a summary judgment as prayed for.

7. *Per Contra*, countering the above arguments, Mr.C.S.Guruprasad the learned counsel appearing on behalf of the respondent would submit that the Applicant has failed to establish any *prima facie* case in support of the present application. At the outset, the learned counsel for the Respondent denies the Applicant's contention that the Respondent had issued an evasive reply to the notice or that the said reply was not in conformity with the dues payable by the Respondent. He submits that this court *vide* its order dated 05.11.2025 had already ordered Garnishee of respondent was directed to deposit a sum of Rs.83,01,293/- to the credit of the present suit in C.S.(Comm.Div)No.141 of 2025 on or before 03.12.2025. It is further submitted that the Garnishee of the respondent in compliance to the aforesaid order and had duly deposited a sum of Rs.83,01,293/- before the court.

8. The learned counsel contends that it is evident that a sum of Rs.83,01,293/- has already been paid by the Respondent's Garnishee, which exceeds the principal amount of Rs. 74,68,265/- claimed by the Applicant in the present application, in respect of which the relief of summary judgment is sought for. It is therefore contended that the very basis of the Applicant's claim no longer

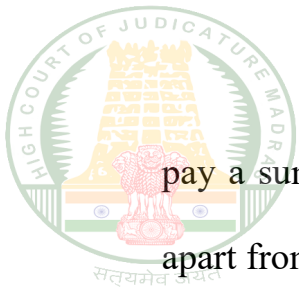


survives, as the amount sought to be recovered has already been covered by the payment made by the Garnishee. The present application, having thus been rendered devoid of any merits for the relief sought therein. Hence the present application is liable to be dismissed as being frivolous. In view of the aforesaid circumstances, the learned counsel prays that this Court may be pleased to dismiss the present application.

10. I have considered the submissions made by the learned counsels appearing on either side and perused the materials available on record.

11. In a Garnishee application that was taken out by the plaintiff, an affidavit was filed by the Garnishee that the total amount payable by the Garnishee to the respondent was to the tune of Rs.83,01,293/- which included the 5% retention money as per the arrangement between the Garnishee and the respondent.

12. By order dated 05.11.2025, this Court had directed the Garnishee to deposit the said amount to the credit of the suit and pursuant to the said direction the amount had also been deposited to the credit of the suit and had been kept in an interest bearing fixed deposit. On 05.01.2026 when the matter was listed before the court, a direction to the Garnishee to provide the particulars of the deposit made to this Court was made. A statement made by the learned counsel for the defendant that the defendant is ready and willing to



pay a sum of Rs.30,00,000/- to the plaintiff and further balance in instalments apart from a statement that the affidavit setting out the schedule of the payments would also be filed, had directed the matter to be listed thereafter.

13. It is to be noticed that the respondent/ defendant as on this date had not filed its affidavit. It is further to be noted that in the suit the defendant was served with the suit summons as early as on 12.06.2025 and the sole defendant had not filed his written statement as evidenced in an endorsement made by the Registry on 04.11.2025. This would mean that the defendant had forfeited its right to file its written statement. The failure to file the written statement coupled with an undertaking given before this Court to settle a sum of Rs.30,00,000/- and balance by way of instalments pursuant to the deposit of Rs.83,00,000/- and odd by the Garnishee before this court would indicate that the defendant do not have any substantial defence to assail the plaint. In such view of the matter this Court finds no impediment in exercising its power under Order XIII A of CPC as amended by the Commercial Courts Act, 2015.

14. Accordingly the Application stands ordered as prayed for. However, there shall be no order as to costs.

28.09.2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
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Order QR

K.KUMARESH BABU, J.

GBA

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