

(1998) 02 MAD CK 0021
In the Madras High Court
Case No : S.A. No. 821 of 1984

M/s V. Abdul Khaleel and Co., by Managing Partner T.S. Abdul Malik APPELLANT

Vs

Ramaiyan RESPONDENT

Date of Decision : 17-02-1998

Acts Referred:

Citation : (1998) 02 MAD CK 0021

Hon'ble Judges : K. Sampath, J

Bench : Single Bench

Advocate : T.R. Rajaraman, for the Appellant; G. Rajagopalan, for the Respondent

Final Decision : Dismissed

Judgement

K. Sampath, J.—The plaintiff is the appellant. The suit was filed for recovery of Rs.13,183.25 with subsequent interest on Rs. 12,683.25 at

9% per annum as per trade practice and custom. It was dismissed by the trial Court and the same was confirmed by the lower Appellate Court.

The case as set out in the suit O.S. No. 789/82 before the District Munsif Court, Polur, the then North Arcot District, was as follows:

The plaintiff was a registered partnership represented by its Managing Partner one Abdul Malik Sahib. On 26.4.1980 the plaintiff supplied 93 bags

of 76 kgs. per bag of ADT-31 paddy at Rs.89.75 per bag and Co-Champa 47 bags at Rs.90.50 per bag under credit bill No.538 for

Rs.12,683.25 sent by lorry No.MDS9705 to the defendant. Though the defendant agreed to pay the amount soon thereafter, he did not pay. The

plaintiff/appellant caused a notice to be issued under the original of Ex.A-1 on 7.7.1980, which provoked a reply under Ex.A-2 dated 16.7.1980

saying that the amount had been paid to one Lakshmana Rao. Even if the amount had been paid to Lakshmana Rao, it would not bind the plaintiff

and the defendant was liable to pay the amount claimed in the suit.

2. The suit was resisted by the defendant/respondent contending inter alia as follows:

There was no agreement between the plaintiff and the defendant. One Lakshmana Rao, a rice broker of Pudukottai with whom the defendant had

arrangement, had sent the paddy in question and the amount due for the paddy had also been paid to Lakshmana Rao on 22.5.1980 and a receipt

obtained from him under Ex.B-7. The plaintiff had no right to file the suit as the defendant did not buy the paddy from the plaintiff. There was no

privity of contract between the plaintiff and the defendant. The agreement between the defendant and Lakshmana Rao was in Pudukottai and not in

Polur. The District Munsif's Court, Tiruvannamalai, had no jurisdiction. When the plaintiffs representative came to Pudukottai, he was taken to

Lakshmana Rao and the latter admitted to his having received money and passed a receipt. The plaintiff also agreed to have the account settled

with Lakshmana Rao. Contrary to that,