(2001) 10 DEL CK 0121

In the Delhi High Court

Case No : Suit No. 1315/90

Vayudoot Ltd. APPELLANT

Vs

Sunder Tours and Travels Pvt. Ltd. RESPONDENT

Date of Decision : 17-10-2001

Acts Referred:

Citation : (2001) 10 DEL CK 0121

Hon'ble Judges : Vinod Sagar Aggarwal, J

Bench : Single Bench

Advocate : Anand Srivastav, for the Appellant;

Judgement

V.S. Aggarwal, J.—M/s Vayudoot Ltd., hereinafter described as the plaintiff has filed the present suit for recovery of rs. 9,31,935.16 alleging that the plaintiff is a duly incorporated company engaged in the business of organising and operating air transport services for carriage of passengers, mail and freight etc. The defendant is a private limited company. It is also engaged in the business of inter alia, ticketing agency and acting as sales and cargo agents. The plaintiff entered into an agreement with various agents at several places. On 11.7.96 the parties had entered into an agreement. The defendant was appointed as general sales agent for the purpose of effecting sales of passenger tickets of the plaintiff company for routes stipulated in the agreement. The defendant was issued stocks to tickets for sale. Under Article 11.1 of the agreement it was agreed that a fortnightly sales statement along with sale proceeds should be submitted by the defendant to the plaintiff. In the event of defendant s failure to comply with the stipulations the plaintiffs company could terminate the agreement. The defendant was further to prepare sales statement and render accounts of all money collected by the agent for transportation including any commission was to be property of the plaintiff.

2. It is claimed that defendant failed to submit the fortnightly sales statement. In view of the nature of the agreement and transaction it was found that Rs. 7,70,194.89 were due to the plaintiff as per the running account. In pursuant to

various reminders and meeting held defendant acknowledged the defaults and the debt. The defendant promised to make the payment in three Installments and gave three cheques for Rs. 3,56,195/- dated 30.5.89, another cheque of Rs. 6,06,259/- dated 30.6.89 and a third cheque of Rs. 3,91,815.18 also dated 30.6.89. The cheques on presentation were dishonoured. In this backdrop the plaintiff claims the principal amount of Rs. 7,60,194.89 and interest of Rs. 1,71,740.20.

3. After service on 29.4.97 this court had proceeded ex parte against the defendant.

4. The evidence was led by filing of the affidavits of the plaintiff. The affidavit of Mr. S.N.A. Jaffery, General Manger of the plaintiff company indicates that the defendant was appointed as the sale agent and that the defendant had dishonoured the agreement. It did not submit the fortnightly sales. The cheques gave, as already referred to above were dishonoured.

5. The affidavit also indicates that as per running account Rs. 7,60,194.89 are due.

6. This affidavit gets support from the dishonoured cheques of the defendant and gets support form the running account in this regard. Consequently, on basis of the ex parte it must be held that the amount claimed by the plaintiff is due.

7. Accordingly the suit of the plaintiff is decreed ex parte for Rs. 9,31,935.16 with costs. The plaintiff would also be entitled to interest at the rate of 12% p.a. from the date of the filing of the suit on the principal amount till the decretal amount is paid.