

**IN THE COURT OF THE XXI ASSISTANT CITY CIVIL COURT,
CHENNAI.**

**PRESENT: Tr. N. Suresh, M.L.,
XXI Assistant Judge**

Monday, the 27th day of April 2026

O.S.No.1802/2024

(CNR No.TNCH01-001601-2024)

J.Nageswara Rao,
Proprietor of Sagar Logistics,
No.11/22, 1st Cross Street, Sri Nagar Colony,
Kolathur, Chennai - 600 099.

... Plaintiff

-Vs.-

The Manager,
Also at:
Transzone Logistics India Pvt Ltd,
Pradhan House - BLDG No.259, 1st Floor,
Shahbad Mohammadpur, New Delhi - 110 061.

The Manager,
Transzone Logistics India Pvt Ltd,
Sri Sabari Complex, Rajiv Gandhi Street,
Old No.35, New No.12, Meenambakkam,
Chennai - 600 027.

... Defendants

This suit coming on 15.04.2026 for final hearing before this Court in the presence of M/s. J.N.Naresh Kumar and V.Vasanthy, learned Counsels for plaintiff and of M/s. Abhijith Christopher, Diya D.Mitra, Kannammal.M.E and Arvind.A.S, learned Counsel for the defendant and upon hearing the arguments of both sides and upon perusal of the records, documents and having stood over for consideration till this day, this court delivers the following:

JUDGMENT

This suit has been filed under Order XXXVII Rule 1 of Code of Civil Procedure directing the defendant to pay the outstanding bill amount of Rs.1,85,472/- together with interest at 18% per annum from the date of filing of the suit till the date of realization and for costs.

2. The brief facts as stated in the amended plaint are as follows:

2.1. The defendant's head office is situated at New Delhi and its branch office is situated at Chennai. All the main financial transactions such as invoices and other bill payments of Chennai branch would be dealt by its head office in New Delhi. The plaintiff company had business dealing with the defendant's company at Chennai. The plaintiff company as per the agreed terms and conditions raised the invoices dated 15.09.2023, 15.09.2023 and 23.09.2023 for total amount of Rs.1,85,472/- to be paid by the defendant. But, despite multiple reminders and discussion, the said invoices remained unpaid by the defendant company. On 21.12.2023, S.Lakshmann, a representative staff on behalf of the plaintiff's company sent copies of invoices and bank details to the defendant's email.

2.2. The defendant in response acknowledged the same through its Manager M.Jayavel. The said M.Jayavel stated that, payment would be made once GST matter was resolved. The plaintiff's company staff S.Lakshmann also replied the same thereby requesting immediate payment of 80% of the outstanding and the remaining 20% to be collected after filing GST. On 11.01.2024, the defendant responded that, he received another email from head office requesting bill without GST in order to

process the payment. Thereafter, on 17.01.2024, the defendant emailed S.Lakshmann indicating that, he was awaiting response from the head office regarding bill without GST.

2.3. In the said email, the defendant warned the plaintiff that, if the bill without GST was not received by 19.01.2024, they would not be responsible for outstanding bill statement. Thus, the plaintiff sent a legal notice dated 17.01.2024 to the defendant's Chennai and New Delhi address so as to settle the outstanding amount of Rs.1,85,472/-. Since, the plaintiff did not respond to the defendant's email dated 17.01.2024, the defendant send email stating to send revised tax invoice on 18.01.2024. The defendant once again sent an email on 23.01.2024 to sent the revised tax invoice.

2.4. Thereafter, on 01.02.2024, the plaintiff received reply notice from the defendant stating that, the defendant did not have any business relationship with the plaintiff and invoices are null and void. The said notice also further stated that, the plaintiff did not file GST output tax from September to December 2023, but included the same in the invoices. Thus, the defendant is refusing to pay the outstanding. Hence, it is necessary to direct the defendants to pay the outstanding bill amount of Rs.1,85,472/- with further interest. Hence, the suit.

3. Brief facts as stated in the written statement are as follows:-

3.1. The present suit has been filed only to harass the defendant and so the same is liable to be dismissed. The plaintiff suppressed the material facts. The present suit has been filed at the instance of the party who has no connection or contract with the

defendant and so there is no locus standi to file the present suit. The plaintiff has never been contacted by the defendant to undertake any work of any nature. The defendant never communicated the plaintiff and so there is no relationship between the plaintiff and the defendant. The defendant is an international freight forwarding company having head quarters at Delhi and providing services such as Air imports, Ocean imports, exports, reverse logistics, customs clearance and other services.

3.2. On 15.09.2023, the authorized signatory of the defendant M.Jayavel received a quotation from one Lakshmanan for the provision of trucks to facilitate transport of goods from Chennai to Bangalore. The said Lakshmanan represented himself as being engaged in the said business. Thus, apart from the said Lakshmanan there was no other entitle including the plaintiff in the said transaction. On 16.09.2023, the said Lakshmanan provided quotation in his personal capacity and the same was accepted by the defendant. The said Lakshmanan accordingly placed vehicle at the Cargo Collection point and asked an advance of Rs.75,000/- to be paid in his personal bank account. The defendant also on the same day transferred Rs.75,000/- to the bank account of the said Lakshmanan. The said Lakshmanan on 09.11.2023 conveyed the defendant that he was ready to offer 10% discount on his quotation

3.3. Thereafter, emails were exchanged between the said Lakshmanan and the defendant. But, suddenly on 26.12.2023, the defendant received three invoices dated 15.09.2023, 15.09.2023 and 23.09.2023 from Saagar Logistics, the plaintiff. The plaintiff also subsequently issued legal notice dated 17.01.2024 to the defendant in which there is no mentioning of the said Lakshmanan. The defendant also

subsequently issued reply notice dated 01.02.2024 to the plaintiff. The plaintiff in his pleadings only claimed that, the said Lakshmanan is a representative staff of the plaintiff company and he issued invoices on behalf of the plaintiff. But, the said Lakshmanan was acting in his sole and individual capacity without any connection with Saagar logistics and also issued money in his personal bank account. The plaintiff at no point, supplied goods and services to the defendant as reffered in the plaint. There was no reminder or discussion regarding the outstanding payment between the plaintiff and the defendant.

3.4. The plaintiff is a complete stranger to the transaction between the defendant and Lakshmanan. Thus, the plaintiff could not rely upon any communication between the defendant and Lakshmanan in his personal capacity. There is no agreed terms between the plaintiff and the defendant as stated in the plaint. Since, the plaintiff did not mention about Lakshmanan in his legal notice, he is estopped to mention the name of Lakshmanan in the plaint. The said Lakshmanan entered into transaction with the defendant only in his personal capacity. The said Lakshmanan used only his personal email for communication with the defendant. The plaintiff did not produce any document to show any communication between the plaintiff and the defendant. The GST Number of the plaintiff also suspended due to his illegal activity. Hence, the defendant prayed for dismissal of the suit with costs.

4. On considering the pleadings on either side, the following issues are framed for trial:-

(i) whether the plaintiff is entitled to the relief of directing the defendant to pay suit claim with further interest?

(ii) whether the plaintiff has *locus standi* to file the suit ?

(iii) whether there is privity of contract exist between the plaintiff and the defendant?

(iv) To what other relief the plaintiff is entitled?

5. On the side of the plaintiff, the plaintiff was examined as PW1 and marked documents in Ex.A1 to A10 and one Lakshmann was examined as PW2. On the side of the defendant, the Branch Manager, Chennai of the defendant company was examined as DW1 and marked documents in Ex.B1 and B2. The plaintiff and the defendant filed their respective written arguments.

Issue Nos. 1 to 3:-

6. Records perused. Heard both sides. The present suit has been filed for directing the defendant to pay an outstanding bill amount of Rs.1,85,472/- together with further interest at 18% per annum from the date of filing of the suit till the date of realization.

7. It is the contention of the counsel for the plaintiff that, the plaintiff provided vehicles to the defendant for transport of things from Chennai to Bangalore and raised three invoices for the total amount of Rs.1,85,472/-. According to the counsel for the plaintiff that, the said transaction was made through the staff of the plaintiff company namely S.Lakshmann and email correspondence were made only between the said S.Lakshmann and the defendant. But, it is the contention of the counsel for

the plaintiff that, the said S.Lakshmann acted only on behalf of the plaintiff company and invoices were raised only in the name of the plaintiff company. But, it is the contention of the counsel for the plaintiff that, the defendant having accepted the transaction through the plaintiff's staff S.Lakshmann and availed transport services and invoices raised by the plaintiff failed to make payment for the outstanding amount of Rs.1,85,472/-. It is the contention of the counsel for the plaintiff that, the transaction was made only between the plaintiff and the defendant and the said Lakshmann is only a staff of the plaintiff company and the transaction was not made in the individual capacity of Lakshmann with the defendant. It is also the further contention of the counsel for the plaintiff that, GST was suspended only subsequent to the disputed transaction and it has nothing to do with the outstanding payments to be made by the defendant. It is also the further contention of the counsel for the plaintiff that the defendant only with an intention to evade payment with the plaintiff claiming that, there is no contract between the plaintiff and the defendant and the transaction was made only with the said Lakshmann in his individual capacity. Thus, according to the counsel for the plaintiff that, the defendant is liable to pay the suit claim with further interest.

8. But, it is the contention of the counsel for the defendant that, no transaction has ever taken place between the plaintiff and the defendant. According to the counsel for the defendant that, the transaction was taken place only with one Lakshmanan in his individual capacity and the defendant. According to the counsel for the defendant that, the plaintiff is the total stranger for the transaction made

between the said Lakshmanan and the defendant and so the plaintiff has no locus standi to file the present suit. According to the counsel for the defendant that, there was no contract entered between the plaintiff and the defendant and in the absence of any privity of contract between the plaintiff and the defendant, the plaintiff is not entitled to lay any claim against the defendant. According to the counsel for the defendant that, the transaction was made only with the said Lakshmanan and he was also paid Rs.75,000/- through bank transaction for the services provided by him. It is also the further contention of the counsel for the defendant that, since the email correspondence were made only between the said Lakshmanan and the defendant, the plaintiff being the third party could not rely and misinterpret the same so as to suite for himself. It is also the contention of the counsel for the defendant that, GST number as claimed by the plaintiff was suspended and by suppressing the same the plaintiff raised claim against the defendant. Thus, it is the contention of the counsel for the defendant that, the plaintiff is not entitled to make any claim against the defendant as there is no transaction ever entered between the plaintiff and the defendant.

9. According to the plaintiff that, he is doing transport business thereby providing vehicles to transport things to one place to another place. Thus, the plaintiff is carrying on the business of logistics namely Sagar Logistics represented by its proprietor J.Nageswararao, the plaintiff herein. The defendant is the Transzone Logistics India Pvt Ltd., having its head office at New Delhi and Branch office at Chennai and represented by its Manager M.Jayavel. The defendant as per the

pleadings is an international freight forwarding company having head quarters at Delhi and branch office at Chennai and providing several services such as Air imports, Ocean imports, Exports, Reverse Logistics, Customs Clearance and other related services.

10. There is no dispute with regard to the nature of services provided by the plaintiff and the defendant. The plaintiff raises his claim based on the three invoices produced in Ex.A1 to A3 for the total amount of Rs.1,85,472/-. The defendant though objected the claim of the plaintiff, nowhere disputed the very fact that, the defendant company availed services as mentioned in the three invoices for transporting things from Chennai to Bangalore. Though, the defendant stated in his pleadings that, the defendant paid Rs.75,000/- to Lakshmanan for the services provided by him through bank transaction, the defendant did not produce any single document in support of the same.

11. But, the only objection raised by the defendant is that, the transaction was entered only between the defendant and one Lakshmanan and not with the plaintiff. The plaintiff produced invoices in Ex.A1 to A3. On perusal of the invoice in Ex.A1, it is found that the same was raised only in the name of the plaintiff and not in the name of Lakshmanan. As per the said invoice dated 15.09.2023 in Invoice No.2029, the total amount for the services rendered by providing vehicles is Rs.1,35,072/-. On perusal of the invoice in Ex.A2, it is found that the same was raised only in the name of the plaintiff and not in the name of Lakshmanan. As per the said invoice dated 15.09.2023 in Invoice No.2030, the total amount for the services rendered by

providing vehicles is Rs.24,192/-. On perusal of the invoice in Ex.A3, it is found that the same was raised only in the name of the plaintiff and not in the name of Lakshmanan. As per the said invoice dated 23.09.2023 in Invoice No.2034, the total amount for the services rendered by providing vehicles is Rs.26,208/-.

12. In the said three invoices, the plaintiffs bank details only given and not Lakshmanan. It is also necessary to consider the cross examination of DW1. DW1, the manager of the defendant company in his cross examination has stated as follows:-

" வா.சா.ஆ 1ல் உள்ள கையொப்பம் என்னுடைய கையொப்பமா என்று சாட்சியிடம் ஆவணத்தை காட்டி கேட்டதில் சாட்சி தன்னுடைய கையொப்பம் தான் என்று கூறுகிறார், வா.சா.ஆ.1 ல் 22.09.2023 Due Date என்று குறிப்பிடப்பட்டுள்ளது என்றால் சரிதான்."

13. Thus, the above evidence of the manager of the defendant company makes it clear that, the invoices produced by the plaintiff were signed only by the manager of the defendant company without any objection.

14. The plaintiff also relied on the email transactions made with the defendant through his employee Lakshmanan in Ex.A4, A5 and Ex.A9. But, the defendant also relied upon the said email correspondence so as to object the claim made by the plaintiff. According to the defendant that, the email correspondence were made only between the defendant and Lakshmanan and not with the plaintiff and so the plaintiff could not rely upon the said email correspondence.

15. But, the said Lakshmanan himself was examined as PW2 on the side of the plaintiff. PW2 in his proof affidavit has stated that, he has been working as sales executive and commission based staff of the plaintiff company for the past four years. PW2 further stated that, during the course of his employment, he was handling coordination, communication and follow up with the defendant company in respect of transportation services provided by the plaintiff company. PW2 further stated that, he made communication on behalf of the plaintiff company and the defendant company failed to make payment of the outstanding invoice.

16. PW2 during his cross examination has stated that, he was working as sales executive for more than five years in the plaintiff company and he was working in commission basis. PW2 also during cross examination has stated that, he would made email communication through his individual email address and the email communications as disputed in the suit have been made only through his email address. Thus, it is made clear that, the said Lakshmann worked only on behalf of the plaintiff company on commission basis. Though, the defendant claimed payment of Rs.75,000/- to the said Lakshmanan, the defendant did not establish the same during the cross examination of PW2.

17. On perusal of email communication produced in Ex.A4, it is found that, the correspondence was made between Lakshmann and Jayavel, the manger of the defendants Chennai Branch Office and between the defendant's Branch Office and head office at New Delhi. As per the said email communication, the said Lakshmann sent invoice copy to the defendant's company at Chennnai Branch Office. The said

invoice copy only produced by the plaintiff in Ex.A1 to A3 before this court. It is not the case of the defendant that, the invoice copy as mentioned in email communication in Ex.A4 and the invoices as produced in Ex.A1 to A3 are different.

18. But, the manager of the defendant company categorically admitted his signature in the invoice in Ex.A1 which clearly mentioned the name of the plaintiff company along with the bank details and GST number. In the email dated 10.01.2024 in Ex.A5, the Lakshmann sent email to Jayavel, the manager of the defendant company seeking to pay 80% payment immediately and balance 20% after filing of GST. In the email communication produced in Ex.A5, it is also found that, the head office of the defendant company sent email dated 17.01.2024 to the Chennai Branch Office seeking transporters bill with GST or without GST for clearing the same. In another email dated 18.01.2024 in Ex.A9, Jayavel the manager of the defendant company sent mail to Lakshmann to send revised tax invoice.

19. The said Jayavel who was examined as DW1 in his cross examination has stated as follows:-

வா.சா.ஆ.1 முதல் 3 வரையான Invoice களுக்கு கொடுக்கவேண்டிய நிலுவை தொகை பாக்கி உள்ளது என்றால் Account Section க்கு தான் தெரியும். மொத்தமாக வாதிக்கு செலுத்த வேண்டிய நிலுவை தொகை ரூ.1,85,472/- என்றால் Account Section க்கு தான் தெரியும்.

20. Thus, DW1 did not assert clearly that, the payment for invoice 1 to 3 were made and on the other hand, DW1 stated only that, Account Section of the defendant

company only aware of the payment of bills as mentioned in invoices 1 to 3. The defendant also not able to produce any single document to prove the fact that, payment for invoices in Ex. A1 to A3 were paid either to the plaintiff or the said Lakshmanan. Thus, the fact remains is that, though the defendant availed transport services for transporting their goods from Chennai to Bangalore did not make any payment to anyone.

21. The defendant also took another stand of suspension of GST number in respect of the plaintiff company for not making payment and claimed that it is suppression of fact on the side of the plaintiff the defendant also produced Ex.B1, to prove that the GST number was suspended. But, on perusal of the said document in Ex.B1, it is found that, GST was registered by the plaintiff company on 24.04.2019 and the same was suspended only on 07.06.2024. But, the plaintiff claims payment of pending invoices raised during the period between 15.09.2023 and 23.09.2023. Thus, the defendant could not take a stand that, only because of suspension of GST, payment was not made. DW1 also in his cross examination clearly admitted the fact that, GST registration was made on 24.04.2019 and cancelled on 07.06.2024 and the invoices were raised during September 2023 and at the relevant point of time, the plaintiffs GST was in force.

22. Thus, this court does not find any valid objection for the defendant to deny payment of invoices for the service availed by them. Though, the defendant raised the issue of locus standi to file the suit by the plaintiff and privity of contract between the plaintiff and the defendant, the said Lakshmanan with whom the defendant admitted

transaction clearly stated in his proof affidavit and withstand in his cross examination that, he was working only as commission based employee of the plaintiff company and he made transaction only on behalf of the plaintiff company with the defendant. Thus, the said Lakshmann himself examined and withstand his position of being an employee of the plaintiff company, this court could not accept the contention of the defendant that, the plaintiff has no locus standi to file their present suit and there is no privity of contract between the plaintiff and the defendant.

23. The defendant having availed the service of transporting his goods to Chennai to Bangalore is liable to make payment for the same. But, on the other hand, the defendant having accepted service rendered and also agreed to make payment through the email correspondence made with the said Lakshmanan refused to make payments subsequently by taking technical issue only to evade payment for the service rendered. But, on the other hand, the plaintiff clearly proved the fact that, the defendant availed transport service from the plaintiff and failed to make payment.

24. Though, the defendant claimed that, the legal notice dated 17.0.2024, in Ex.A6 and A7 did not contain the name of Lakshmann, it could not be the ground for failing to make payment when the said invoices in Ex.A1 to A3 through which the plaintiff claimed payment were already part and parcel of email correspondence made between the defendant and Lakshmann in Ex.A4 and A9. Thus, on considering all the above, this court has come to the conclusion that, the plaintiff has proved his claim through oral and documentary evidence and accordingly these issues are answered in favor of the plaintiff.

Issue No.4

25. In view of the findings arrived under Issue No.1, 2 and 3, this court has come to the conclusion that, the plaintiff is entitled to the reliefs as prayed for.

26. In the result, the suit is decreed with costs by directing the defendant to pay the sum of Rs.1,85,472/- together with interest at the rate of 12% per annum from the date of filing fo the suit till realization.

Dictated to the Steno-typist, transcribed, typed by her, corrected and pronounced by me in open court on this the 27th day of April 2026.

Digitally
signed
by
SURESH
**XXI Assistant Judge,
City Civil Court, Chennai.**

Plaintiff side witness:

PW1 - Nageswara Rao (Plaintiff)

PW2 - Lakshmann

Plaintiff side exhibits:

Sl.No.	Ex.No.	Date	List of documents filed by the plaintiff
1.	Ex.A1	15.09.2023.	Invoice No.2029
2.	Ex.A2	15.09.2023.	Invoice No.2030
3.	Ex.A3	23.09.2023.	Invoice No.2034
4.	Ex.A4		Copy of Invoice sent through email to the defendant company.
5.	Ex.A5		Copy of email correspondence received from Mr.Jayavel.

6.	Ex.A6		Legal Notice sent to the head office of the defendant company.
7.	Ex.A7		Legal Notice sent to the defendant company.
8.	Ex.A8		Tracking Consignment pages.
9.	Ex.A9		Copy of email correspondence received from Mr.Jayavel.
10.	Ex.A10		Reply Notice for legal notice

Defendant side witness:

DW1 - Jayavel (Branch Manager, Chennai of the defendant company)

Defendant side exhibits:

S.No.	Ex.No	Date	List of documents filed by the defendant
1.	B1		Screen shots from GST Website reflecting suspended GST in of plaintiff
2.	B2		Board Resolution

Digitally
signed
by
SURESH

**XXI Assistant Judge,
City Civil Court, Chennai**

Fair / Draft Judgment
in
O.S. No.1802/2024
Date: 27.04.2026
XXI Assistant Court
Chennai