

KABC010292152023



**IN THE COURT OF LXIX ADDITIONAL CITY CIVIL
AND SESSIONS JUDGE (CCH 70)**

Present:

Smt. Shirin Javeed Ansari, B.A.,LL.B (Hon`s) LL.M.,
LXIX Additional City Civil and Sessions Judge,
Bengaluru. (CCH70)

Dated this the 03rd day of October, 2026

O.S.NO.7106/2023

Plaintiff:-	Krishnamurthy and Co. (K Law) A sole proprietary concern owned by Ms. Naina Krishna Murthy <u>Having its office at:</u> 4th Floor, Prestige Takt, No. 23, Kasturba Road Cross, Bengaluru -560001 Represented by her Special Power of Attorney Holder Mr. Cecil Samuel Suresh (Sri Shujath Ahmed, Advocate for Plaintiff)
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- Vs -

Defendants:	1.	Moerheim Roses and Trading India Private Limited
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		<u>Having its registered address at:</u> Flat No. 309, 4th Floor, D-Block, SNR Verity, Thindlu village, Bagalur main Road, Sarjapura, Bengaluru - 562125. Represented by its Director Mr. Theodorus Ruijs
	2.	Theodorus Ruijs, Director of Moerheim Roses and Trading India Pvt. Ltd. <u>Having his office at:</u> Flat No. 309, 4th Floor, D-Block, SNR Verity, Thindlu village, Bagalur main Road, Sarjapura, Bengaluru - 562125.
	3.	Bertha Van Dorp, Director of Moerheim Roses and Trading India Pvt. Ltd. <u>Having their office at:</u> Flat No. 309, 4th Floor, D-Block, SNR Verity, Thindlu village, Bagalur main Road, Sarjapura, Bengaluru - 562125.
	3.	Sampath Kumar Jansi, Director of Moerheim Roses and Trading India Private Limited <u>Having his office at:</u> Flat No. 309, 4th Floor, D-Block, SNR Verity, Thindlu village, Bagalur main Road, Sarjapura, Bengaluru - 562125.

	5.	Kirsten Inger Ruijs, Director of Moerheim Roses and Trading India Private Limited <u>Having his office at:</u> Flat No. 309, 4th Floor, D-Block, SNR Verity, Thindlu village, Bagalur main Road, Sarjapura, Bengaluru - 562125. (D1 to D5 : Ex-Parte)
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Date of institution of the suit:	02.11.2023		
Nature of the suit:	Money Suit		
Date of commencement of recording of evidence:	30.10.2025		
Date on which the judgment was pronounced;	17.09.2026		
Total duration:	Years	Months	Days
	02	10	15

J U D G M E N T

This suit is instituted by the Plaintiff under Order XXXVII Rules 1 and 2 read with Order VII Rule 1 and Section 26 of the Code of Civil Procedure, 1908, seeking recovery of a sum of Rs.2,75,000/-, being the alleged outstanding professional fees payable towards legal

services rendered by the Plaintiff, together with interest at the rate of 24% per annum, costs of the suit and such other reliefs.

2. The case of the Plaintiff, in substance, is that the Plaintiff, namely Krishnamurthy & Co. (K Law), is a law firm providing professional legal services and that Defendant No.1 had availed the professional services of the Plaintiff in connection with W.P.No.119/2017 before the Hon'ble High Court of Karnataka.

3. According to the Plaintiff, during January 2017, the Defendants approached the Plaintiff through Anand & Anand, New Delhi, seeking professional assistance in the said writ proceedings. The Plaintiff claims that an email dated 23.01.2017 was sent setting out the professional fee quotation and that, considering the urgency of the proceedings, the Plaintiff immediately undertook the matter and rendered professional services.

4. It is further pleaded that Defendant No.1 was arrayed as Respondent No.2 in the said writ petition and

that an interim order of stay had been granted by the Hon'ble High Court. The Plaintiff claims that, pursuant to the instructions of the Defendants, it filed objections and an application seeking vacation of the interim order and further engaged a Senior Counsel for conducting the matter.

5. The Plaintiff has specifically pleaded that professional invoices were raised from time to time for the services rendered and that the Defendants made several part-payments towards the invoices. According to the statement of account produced by the Plaintiff, invoices aggregating to Rs.6,10,000/- were raised and payments aggregating to Rs.3,35,000/- were subsequently received, leaving a balance of Rs.2,75,000/-.

6. The Plaintiff has furnished particulars of the invoices forming the subject matter of the present claim, which are stated to be:

Sl. No.	Date	Invoice No.	Amount
1	03.03.2017	1720/2016-17	Rs.27,500/-
2	16.03.2017	1777/2016-17	Rs.27,500/-
3	28.03.2017	1881/2016-17	Rs.27,500/-
4	28.03.2017	1882/2016-17	Rs.27,500/-
5	31.03.2017	1920/2016-17	Rs.27,500/-
6	31.03.2017	1921/2016-17	Rs.27,500/-
7	13.04.2017	0034/2017-18	Rs.27,500/-
8	13.04.2017	0035/2017-18	Rs.27,500/-
9	18.04.2017	0051/2017-18	Rs.27,500/-
10	29.11.2022	1364/BLR/2022-23	

7. It is the further case of the Plaintiff that despite repeated requests and reminders, the Defendants failed to clear the outstanding amount. A legal notice was issued and, according to the Plaintiff, the Defendants thereafter admitted their liability and offered to make payments

periodically. Reliance is placed upon emails dated 26.05.2021, 06.12.2021 and 29.11.2022.

8. The Plaintiff further relies upon the email correspondence concerning the appearance of the Plaintiff's counsel in the pending writ proceedings and contends that, even after the legal notice, the Plaintiff continued to protect the interest of the Defendants in the pending proceedings.

9. It is therefore pleaded that the Defendants are liable to pay the outstanding professional fee of Rs.2,75,000/- together with interest at 24% per annum.

10. The suit summons were duly issued and served upon Defendant Nos.1 to 5. Despite service of summons, none of the Defendants entered appearance before this Court within the prescribed period or otherwise contested the claim. Consequently, Defendant Nos.1 to 5 were placed ex-parte.

11. The Plaintiff thereafter led its evidence. The authorised representative of the Plaintiff was examined as

PW-1, and the documents relied upon by the Plaintiff were produced and marked as Ex.P.1 to P.10 in evidence.

12. Since the Defendants have neither entered appearance nor filed any defence and have not subjected the Plaintiff's evidence to cross-examination, the evidence adduced by the Plaintiff remains uncontroverted. Nevertheless, the Court is conscious of the settled principle that even in an ex parte proceeding the Plaintiff must establish its entitlement on the basis of legally admissible evidence and cannot obtain a decree merely because the Defendants have remained absent.

13. In view of the pleadings, evidence and circumstances of the case, the following points arise for consideration:

- 1) Whether the Plaintiff proves that Defendant No.1 availed professional legal services from the Plaintiff and that professional fees were payable for such services?**
- 2. Whether the Plaintiff proves that a sum of Rs.2,75,000/- remains due and payable by Defendant No.1 towards the**

professional fees?

- 3. Whether the Plaintiff is entitled to interest, and if so, at what rate and for what period?**
- 4. Whether the Plaintiff proves that Defendant Nos.2 to 5 are personally and jointly liable for the debt of Defendant No.1?**
- 5. Whether the Plaintiff is entitled to the reliefs sought for?**
- 6. What order or decree?**

14. On the basis of the materials available on record, my finding on the above issues are as under:

Point No.1 & 2 :- In the Affirmative (insofar as the liability of Defendant No.1 is concerned)

Point No.3:- In the Affirmative

Point No.4:- In the Negative

Point No.5:- Partly in the Affirmative

Point No.6:- As per final order for the following:

REASONS

15. **Point Nos.1 and 2**: Since these points arise out of the same transaction and require appreciation of common documentary and oral evidence, they are taken up together.

16. The foundational transaction pleaded by the Plaintiff is the engagement of the Plaintiff-law firm for providing legal services in connection with W.P.No.119/2017 before the Hon'ble High Court of Karnataka. The Plaintiff has produced the correspondence relating to its engagement, the invoices raised from time to time, the statement of account, the legal notice and the subsequent correspondence exchanged between the parties. The documentary evidence assumes considerable significance in the present case because the claim is not founded upon an uncertain or unliquidated demand. The claim is based upon identified invoices raised for professional services rendered by the Plaintiff. The invoice particulars disclose that each of the ten invoices forming the outstanding claim was for Rs.27,500/-, aggregating to Rs.2,75,000/-.

17. The Plaintiff has also produced the particulars of payments received from Defendant No.1. The payment history demonstrates that the Defendants did not dispute the invoices at the relevant point of time. On the contrary,

several payments were made periodically towards the professional dues.

18. The conduct of a party in making part-payments towards invoices is a material circumstance in determining whether the underlying transaction and liability were disputed. In the present case, the Defendants have not entered appearance and, therefore, there is no pleading or evidence from their side explaining the nature of the payments or disputing the invoices.

19. The Plaintiff has further relied upon correspondence exchanged after the legal notice, particularly the emails dated 26.05.2021, 06.12.2021 and 29.11.2022. The substance of the correspondence, as brought on record by the Plaintiff, indicates that the Defendants acknowledged the subsisting liability and proposed payment arrangements.

20. The subsequent payment of Rs.25,000/- on 29.11.2022 and the raising of the last invoice dated 29.11.2022 constitute further circumstances corroborating

the subsistence of the professional relationship and the outstanding account.

21. The Plaintiff has also placed on record material showing that its professional services were actually rendered in connection with the writ proceedings. The appearance particulars relied upon by the Plaintiff demonstrate that the Plaintiff's counsel appeared on several dates in the proceedings, including on 03.03.2017, 16.03.2017, 24.03.2017, 27.03.2017, 30.03.2017, 03.04.2017, 11.04.2017, 13.04.2017, 17.04.2017 and 28.11.2022. Thus, the evidence does not merely establish the existence of invoices; it also provides contemporaneous circumstances showing that professional services were in fact rendered.

22. The significance of the present proceedings being instituted under Order XXXVII CPC also requires to be noticed. Order XXXVII constitutes a special procedure applicable to suits based upon specified classes of claims where the defendant is not entitled to defend the suit as of

right but must enter appearance and seek leave to defend in accordance with the procedure prescribed by the Order.

23. The Hon'ble Supreme Court has explained that under Order XXXVII Rule 2(3), where the defendant fails to enter appearance after due service of summons, the allegations in the plaint are deemed to be admitted and the plaintiff becomes entitled to a decree for the sum specified in the summons, together with permissible interest.

24. The statutory consequence, however, does not dispense with the Court's judicial duty to examine whether the claim falls within the ambit of Order XXXVII and whether the amount claimed is ascertainable from the material on record.

25. In the present case, the claim is founded upon identified invoices for professional services and seeks recovery of a definite and liquidated sum of Rs.2,75,000/-. No declaration, injunction, specific performance or other relief outside the scope of Order XXXVII has been sought. Therefore, the nature of the claim satisfies the essential

character of a summary claim for recovery of a debt or liquidated demand arising from the professional engagement and invoices.

26. The Defendants, despite due service, have chosen not to enter appearance. Consequently, there is no defence whatsoever on record disputing the engagement, the invoices, the services rendered, the payments made or the balance outstanding. The Court is therefore justified in drawing the statutory consequence contemplated under Order XXXVII Rule 2(3) CPC.

27. At the same time, the Court has carefully scrutinised the statement of account. The total invoices are stated to be Rs.6,10,000/- and the payments received are stated to be Rs.3,35,000/-. The balance thereby works out to Rs.2,75,000/-. The outstanding invoices specifically relied upon by the Plaintiff also aggregate to Rs.2,75,000/-. Thus, the mathematical computation of the claim is consistent with the documentary material. The Plaintiff has accordingly established, on the touchstone of

preponderance of probabilities and also in view of the statutory consequence flowing from the Defendants' failure to enter appearance, that Rs.2,75,000/- remains due and payable towards professional fees. Hence, **Point Nos.1 and 2** are answered **in the Affirmative, insofar as the liability of Defendant No.1 is concerned.**

28. **Point No.4** :- The Plaintiff has sought a decree against Defendant Nos.1 to 5 jointly and severally. Defendant Nos.2 to 5 are described as directors of Defendant No.1-company. However, the mere fact that a person is a director of a company does not, by itself, make such person personally liable for every contractual or commercial obligation of the company.

29. A company incorporated under law has a legal personality distinct from that of its directors. The liability arising from a contract entered into by the company ordinarily attaches to the company itself unless there is material establishing that the director or officer has independently undertaken personal liability, executed a

guarantee, become a co-obligant, or otherwise incurred liability in his or her individual capacity.

30. In the present case, the plaint principally pleads that Defendant No.1 availed the professional services and that Defendant Nos.2 to 5 were its directors responsible for the day-to-day affairs of the company. There is, however, no specific pleading identifying any independent contract executed by Defendant Nos.2 to 5 in their individual capacities, nor is there any personal guarantee or undertaking produced showing that they personally agreed to discharge the professional fees payable by Defendant No.1.

31. The allegation that Defendant Nos.2 to 5 were responsible for the day-to-day affairs of Defendant No.1 cannot, standing alone, constitute an independent contractual promise to pay the company's debt.

32. The absence of appearance by the Defendants and the resulting statutory consequence under Order XXXVII cannot be stretched to create a substantive

personal liability against a person which is not otherwise established by the pleadings and evidence. The Court therefore finds that the Plaintiff has successfully established the debt against **Defendant No.1**, but has not established an independent legal basis for fastening the said contractual liability personally upon Defendant Nos.2 to 5. Accordingly, **Point No.4** is answered **in the Negative**.

33. **Point No.3:-** The Plaintiff has claimed interest at the rate of **24% per annum** on the outstanding amount. The question of interest requires separate consideration. The Plaintiff has established the principal liability of Defendant No.1. However, the material placed before the Court, as presently described, does not establish with sufficient certainty that there was an express contractual stipulation binding Defendant No.1 to pay interest at 24% per annum on delayed professional fees. The mere assertion in the plaint that the Plaintiff is entitled to interest at 24% per annum cannot, in the absence of proof of a contractual stipulation or other legally enforceable basis, automatically entitle the Plaintiff to interest at that

rate.

34. Section 34 of the CPC confers discretion upon the Court regarding pendente lite and future interest. Such discretion is required to be exercised judicially, keeping in view the nature of the transaction, the prevailing circumstances, the conduct of the parties and the ends of justice. The amount involved is professional remuneration. There is no material before the Court establishing that 24% per annum was expressly agreed as a contractual rate of interest upon delayed payment.

35. At the same time, Defendant No.1 has retained the benefit of the professional services and has failed to discharge the admitted/outstanding monetary liability for a considerable period. The Plaintiff cannot reasonably be deprived of compensation for the period during which its legitimate dues remained unpaid. Therefore, while the claim for interest at 24% per annum cannot be granted merely on assertion, the Plaintiff is entitled to reasonable interest in exercise of the discretion vested in the Court.

36. Having regard to the nature of the transaction and the circumstances of the case, this Court considers 9% per annum to be reasonable and just. Accordingly, the Plaintiff is entitled to interest at 9% per annum on Rs.2,75,000/- from the date of institution of the suit till realization, apart from such pre-suit interest as may be specifically established in accordance with law. **Point No.3** is accordingly answered **Partly in the Affirmative**.

37. **Point No.5** :- The cumulative effect of the pleadings, documentary evidence and the statutory consequences arising from the failure of the Defendants to enter appearance is that the Plaintiff has established its claim for recovery of Rs.2,75,000/- from Defendant No.1.

38. The claim against Defendant Nos.2 to 5, however, cannot be decreed merely because they are directors of Defendant No.1. There being no independent personal guarantee or contractual undertaking established against them, the prayer for joint and several liability against Defendant Nos.2 to 5 deserves to be declined.

39. As regards costs, the Plaintiff has been compelled to approach the Court for recovery of its professional dues despite the services having been rendered and payments having been partly made by Defendant No.1. The Plaintiff is therefore entitled to the costs of the suit as determined under law. Consequently, the Plaintiff is entitled to a decree against **Defendant No.1 alone** for the principal sum of Rs.2,75,000/- together with reasonable interest and costs. **Point No.5** is therefore answered **Partly in the Affirmative**.

40. **Point No.6** :- In view of the findings recorded on the above points and for the reasons stated hereinbefore, the suit deserves to be partly decreed. Hence, I proceed to pass the following:

ORDER

The suit of the Plaintiff is **hereby partly decreed** with costs.

Defendant No.1 shall pay to the Plaintiff a sum of Rs.2,75,000/- (Rupees Two Lakhs Seventy-Five Thousand only) towards the outstanding professional fees.

Defendant No.1 shall further pay interest at the rate of 9% per annum on the principal sum of Rs.2,75,000/- from the date of institution of the suit till the date of realization.

The claim of the Plaintiff for interest at 24% per annum is hereby declined, except to the extent of the reasonable rate of interest awarded herein.

The suit as against Defendant Nos.2 to 5 is dismissed, there being no sufficient legal or evidentiary basis to fasten upon them personal liability for the contractual dues of Defendant No.1 merely by virtue of their status as directors.

Defendant No.1 shall pay the costs of the suit to the Plaintiff.

Draw decree accordingly.

(Dictated to the SG-I, transcribed by him, revised, corrected, signed and pronounced by me in open court on this the **03rd day of October, 2026**)

SHIRIN
JAVEED
ANSARI

Digitally signed by
SHIRIN JAVEED
ANSARI

Date: 2026.10.03
17:57:45 +0530

(Shirin Javeed Ansari)

LXIX Addl.C.C. & Sessions Judge,
Bengaluru.

A N N E X U R E**List of witnesses examined for plaintiff:**

PW.1 : Cecil Samuel Suresh

List of documents exhibited for plaintiff:

- Ex.P.1 Special Mukthiyar Letter dated 20.03.2023
- Ex.P.2 Certified copy of Order of Hon'ble High Court in W.P.No.119/2017
- Ex.P.3 Office copy of notice dated 18.05.2021
- Ex.P.4 E-mail extract dated 24.01.2017
- Ex.P.5 Certificate under Section 65B dated 04.01.2024
- Ex.P.6 Digital copy of ledger account for the period from 01.01.2001 to 31.08.2021
- Ex.P.7 Certificate under Section 63 of BSA Act
- Ex.P.8 E-mails dated 26.05.2021, 06.12.2021, 26.05.2021
- Ex.P.9 E-mails dated 07.12.2021, 27.11.2022, 29.11.2022
- Ex.P.10 10 Invoices dated 02.12.2022

List of witnesses examined for defendants:Nil**List of documents exhibited for defendants: Nil**

(Shirin Javeed Ansari)
LXIX Addl.C.C. & Sessions Judge,
Bengaluru.