

**Times Innovative Media Ltd Vs. Ooh Media Solution Pvt Ltd**

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**SooperKanoon Citation :** [sooperkanoon.com/1163813](http://sooperkanoon.com/1163813)

**Court :** Delhi

**Decided On :** Sep-04-2014

**Judge :** G. S. Sistani

**Appellant :** Times Innovative Media Ltd

**Respondent :** Ooh Media Solution Pvt Ltd

**Judgement :**

\$~ 14 \* IN THE HIGH COURT OF DELHI AT NEW DELHI + CS(OS) 2449/2011  
Date of decision :

4. h September, 2014 % TIMES INNOVATIVE MEDIA LTD Through : ..... Plaintiff Mr.K. Datta and Mr.Rahul Malhotra, Advs. versus OOH MEDIA SOLUTION PVT LTD ..... Defendant Through CORAM: HON'BLE MR. JUSTICE G.S.SISTANI G.S.SISTANI, J.

(Oral) 1. Plaintiff has filed the present suit for recovery of Rs.34,32,590/with interest at the rate of 18%, per annum.

2. Initially, the suit was filed under the provisions of Order XXXVII of Code of Civil Procedure. By the order of the Joint Registrar dated 15.10.2011 the suit was converted into an ordinary suit. Despite service defendant has failed to enter appearance in the matter. Accordingly, defendant was proceeded ex parte on 11.11.2014.

3. Plaintiff has filed the affidavit by way of evidence (Exhibit PW1/A) of Mr.Mukesh Gupta, (PW-1), Assistant Vice President (Finance) with the plaintiff company.

4. As per PW-1, defendant had approached the plaintiff company for releasing advertisements in terms of a release order dated 25.8.2008. The plaintiff was to advertise for the defendants client on D&D Flyover within Delhi from 25.8.2008 to 24.8.2008 for a consolidated amount of Rs.10.00 lakhs, per month, to be paid within thirty days on completion of every months display. The purchase order has been marked as Exhibit PW-1/5.

5. As per the evidence of Mr.Mukesh Gupta, services were rendered as per the release order. Photographs in support have been filed and marked as Exhibit PW-1/6. For the services rendered following five invoices were raised by the plaintiff during the period August, 2008, to December, 2008, in the total sum of Rs.34,32,590/-:

6. i. Invoice dated 31.08.2008 for an outstanding amount of Rs.59,311/-. An office copy of the said Invoice dated 31.08.2008 is marked as Exhibit PW-1/7. ii. Invoice dated 30.09.2008 for an outstanding amount of Rs.8,42,700/-. An office copy of the said Invoice dated 30.09.2008 is marked as Exhibit PW-1/8. iii. Invoice dated 31.10.2008 for an outstanding amount of Rs.8,42,700/-. An office copy of the said Invoice dated 31.10.2008 is marked as Exhibit PW-1/9. iv. Invoice dated 30.11.2008 for an outstanding amount of Rs.8,42,700/-. An office copy of the said Invoice dated 30.11.2008 is marked as Exhibit PW-1/10. v. Invoice dated 1.12.2009 for an outstanding amount of Rs.8,45,179/-. An office copy of the said Invoice dated 1.12.2009 is marked as Exhibit PW-1/11. A copy of the Statement of Accounts has been duly exhibited as PW-1/12. Since the amounts were not forthcoming a legal notice was issued to the defendant raising a demand of Rs.34,32,590/along with interest at the rate of 18% per annum. The copy of the legal notice has been marked as Exhibit PW-1/13. Courier receipt has been marked as Exhibit PW-1/14. Receipt of Postal Department has been marked as Exhibit PW-1/15. Returned envelope with the endorsement has been marked as Exhibit PW1/16. A/D Card along with the envelope has been marked as Exhibit PW-1/17.

7. Reliance is also placed on the records of the website of the Registrar of Companies to show that the address where the legal notice was issued to the defendant was correct.

8. Learned counsel for the plaintiff prays that a decree may be passed in the sum of Rs.34,32,590/- together with interest at the agreed rate of 18% per annum, which is stipulated in the invoice.

9. I have heard learned counsel for the plaintiff and also perused the Original Release Order. The Original Release Order Ex.PW1/5 shows that the defendant had requested the plaintiff for release of advertisement on behalf of defendants client at an amount of Rs.10.00 lakhs, per month.

10. Pursuant to the purchase order advertisements were released, services were rendered of which photographs (Exhibit PW-1/6) have been taken. Plaintiff has raised five invoices (Exhibit PW-1/7 to 1/11. Plaintiff has also proved the statement of account (Exhibit PW-1/12), which shows the outstanding. As the amounts were not forthcoming, legal notice was issued, copy of which has been exhibited as Exhibit PW-1/13. Proof of issuance of legal notice has also been placed on record. Plaintiff has been able to show that a sum of Rs.34,32,590/- is due and payable to the plaintiff based on the invoices. In the legal notice dated 21.5.2010 issued by the plaintiff to the defendant the plaintiff has requested the defendant to make the payment along with interest at the rate of 18% which also find mention in the invoices. Even otherwise, being a commercial transaction, the plaintiff is entitled to commercial rate of interest.

11. Accordingly, present suit is decreed in favour of the plaintiff and against the defendant in the sum of Rs.34,32,590/- together with pendente lite interest at the rate of 18% per annum. The plaintiff would be entitled to future interest at the rate of 8% per annum. Let a decree sheet be drawn up accordingly. G.S.SISTANI, J  
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