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Recovery of payment for sold goods





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Background of the case:

Our client, a trading company, filed a financial recovery claim against Company (W) (defendant) for the outstanding payment of the electric devices and products supplied by our client to the defendant and which was a breach of contract by the defendant as per the contractual obligations of supply contract existed between both the parties.

Summary:

The defendant failed to pay a value of SAR 413,425.21 (only Four Hundred Thirteen Thousand and Four Hundred Twenty Five Saudi Riyals and Twenty one Halalah) for the electric devices and related products supplied by our client to the defendant.

Our client approached us to assist them in recovery of the unpaid debt and to represent them as their legal attorney in this case, which later culminated in the courting issuing a ruling in favour of our client, ordering the defendant to pay up the entire claim amount.

Details:

Our client (the plaintiff) had supplied the defendant with electric appliances and products where the defendant paid a small amount of money out of the value of the purchase transaction, then the defendant defaulted to pay balance amount (which is estimated at SAR 413,425.21) which resulted in breach of the contractual obligations as stipulated in the supply contract.

On behalf of our client we submitted to the court the certified invoices that have proved that the defendant owes our client the said amount of the claim.

The Court questioned the representative of the defendant about the invoices, he gave contradicting answers in at one point And he avoided to answers the questions raised by the court at other times.

In addition, the defendant denied that the foregoing invoices was not signed by them. From such a context, we requested the court to conduct investigation by forensic examination of the seals and signatures made by the defendant on previous commercial transactions with the seals and signatures made on the invoices subject to this case.

After investigation, it was proved that the seals and signatures given on the invoices do belong to the defendant.

This made the court pronounce a ruling in favour of our client.

Ruling:

The 3rd Commercial Circuit of the Commercial Court in Riyadh ordered the defendant, to pay our client as much as SAR 413,425.21 (only Four Hundred Thirteen Thousand and Four Hundred Twenty Five Saudi Riyals and Twenty one Halalah), the outstanding debt for the value of the electric appliances and products that had been supplied by our client to the defendant.

Ruling date:2018

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