

**IN THE COURT OF SH. SACHIN SOOD
DISTRICT JUDGE- 01 (CENTRAL), THC, DELHI.**



**CS No. 11161/16
CNR No. DLCT01-000428-2013**

Arjun Kohli

S/o Shri J. N. Kohli
Prop. M/s Integra Graphics,
76A, Rani Jhansi Road,
New Delhi-110055

....PLAINTIFF

V E R S U S

1. M/s Krishna Chanakya

A partnership firm
1991, Gali No 15. Pandav Road,
Viswas Nagar, Delhi
Through its partners
Shri Lalit Kumar/Shri Gulshan Singh.

2. Shri Lalit Kumar

M/s Krishna Chanakya
R/o 746, Ground Floor, Mukim Pura,
Shora Kothi, Old Sabzi Mandi,
Clock Tower, Delhi-110007.

3. Shri Gulshan Singh, Partner

M/s Krishna Chanakya
1991, Gali No 15, Pandav Road,
Viswas Nagar, Delhi.

....DEFENDANTS

Date of Institution	: 27.08.2013
Date on Reserving	: 23.05.2026
Date of Decision	: 23.05.2026

J U D G M E N T

1. The present suit has been filed by the plaintiff seeking recovery of Rs. 12,48,347/- along with *pendente-lite* and future interest @ 24 per annum.

The case of the plaintiff, as per the Plaint, in nutshell is as follows:-

- i. That the plaintiff is running a business under the name and style of M/s Integra Graphics and the plaint has been filed through the SPA holder of the Plaintiff namely Sanjay Khanna. The plaintiff deals in the business of the printing materials and allied items.
- ii. That the defendants were purchasing the goods from the plaintiff on credit and thus the defendants opened the mutual current account with the plaintiff. The defendant no. 2 and 3 were purchasing the goods from the plaintiff in the name and on behalf of defendant no. 1 and as such the defendants are jointly and severally liable to pay the amount to the Plaintiff being the partners of defendant no. 1.
- iii. That at the request of the defendants, the plaintiff had opened a running and mutual account in respect to the goods taken by the defendants from the plaintiff from time to time. The defendants have been making on account of payments to the plaintiff.

- iv. That as per the statement of account duly maintained by the plaintiff in its regular course of business, a sum of Rs. 9,24,347/- were due and payable by the defendants as on 21.09.2010.
- v. That after a lot of persuasions made by the plaintiff, the defendants issued three cheques bearing no. 021083 dated 22.09.2010 for Rs. 1,50,000/-, cheque no. 021085 dated 16.09.2010 for Rs. 1,00,000/- and cheque no. 608122 dated 09.09.2010 for Rs. 2,00,000/- drawn on Barclays, through Centurion Bank on Punjab Ltd in favour of the plaintiff.
- vi. That when the plaintiff presented the said cheques for encashment, all the cheques were returned dishonoured on 08.02.2011 with the remarks ‘**Refer to Drawer**’, however, the defendant did not have any insufficient funds in its account.
- vii. That thereafter the plaintiff got issued a legal notice dated 08.02.2011 to the defendants through his counsel. However, the defendants despite being served with the notice since failed to comply with the same hence committing an offence u/s 138 of the NI Act.
- viii. That the plaintiff was compelled to file a complaint u/s 138 of NI Act against the defendant and the said complaint is pending

disposal before Tis Hazari Court in which the defendants have taken the defence that the cheques in question do not pertain to the account of the defendant. As per the plaintiff, the cheques in question were issued to the plaintiffs by the defendant in liquidation of their liability and therefore the defendants have cheated and defrauded the plaintiff in order to not making the payment to the plaintiff.

- ix. That since the defendants have not paid the legitimate dues of the plaintiff, therefore the plaintiff had filed the present suit for recovery of principal amount Rs. 9,24,347/- alongwith interest calculated @ 24 % per annum from 21.09.2010 up to 10.08.2013 amounting to Rs. 3,24,000/-. Thus the plaintiff has claimed and amount of Rs 12,48,347/- togetherwith pendente-lite and future interest @ 24% from the date of filing of the suit till its realization.

PROCEEDINGS AGAINST DEFENDANT NO. 1 AND 3

2. In the present case, since the defendant no. 1 and 3 could not be served by way of ordinary process therefore they were directed to be served by way of publication and vide order dated 09.02.2015. The defendant no. 1 and 3 were proceeded ex-parte since they failed to appear after being served by

way of publication.

WRITTEN STATEMENT OF DEFENDANT NO 2.

3. The defendant no 2 has filed his written statement challenging the suit of the plaintiff *inter-alia* on the following grounds:-
- i. That the answering defendant had never entered into a partnership business in the name and style of M/s Krishna Chalakya with anybody without any exception including Mr. Gulshan Singh. It is stated that defendant no 2 had never dealt directly with M/s Integra Graphics in any manner nor had ever opened any running and mutual account for the purchase of any type of goods from the plaintiff in the name of the partnership who so ever it was.
 - ii. That the plaintiff had not approached the court with clean hands, since the plaintiff has failed to aver and prove the constitution of the defendant's firm and the delivery of the goods under the contract and has failed to disclose as to when the money first became due. As per defendant no 2, the plaintiff lack material particulars in respect of the relief claimed by the plaintiff against the answering defendant.
 - iii. That the suit filed by the plaintiff is barred by the limitation. The answering defendant has no connection whatsoever with

defendant no 1 and has never placed any order for the supply of any printing material or allied items upon the plaintiff. It has further been denied that any cheque has been issued by defendant no 2 to the plaintiff.

- iv. **On Merits,** it has been stated that the answering defendant has never placed any order for the supply of any material or allied items upon the plaintiff and the answering defendant has never purchased any goods from the plaintiff on credit. It has been denied that the defendant no. 2 and 3 were purchasing goods from the plaintiff on behalf of defendant no. 1.
- v. It has been denied that the answering defendant was liable to make any payment to the plaintiff. It has been stated that the answering defendant has never opened any type of account with the plaintiff and nor any sum much less an amount of Rs. 9,34,347/- is due against the answering defendant since the answering defendant has never dealt with the plaintiff for any transaction in the name of Defendant no. 1.
- vi. It has also been denied that the answering defendant was a partner of defendant no 1 firm or that defendant no 2 and 3 were the partners of defendant no 1 firm. It has been denied that defendant

no 2 has issued any cheque to the plaintiff against any liability for an amount of Rs 4,50,000/- drawn on Barclays Bank through Centurion Bank of Punjab Ltd.

REPLICATION

4. The plaintiff filed his replication to the written statement filed on behalf of Defendant no. 2 while denying all the averments made in the written statements and reiterating the contents of the plaint.

ISSUES

5. From the pleadings of the parties, the Court framed the following issues on 10.03.2015 for adjudication:-

- 1) Whether the plaintiff is entitled to recover a sum of Rs. 12,48,347/-?OPP
- 2) Whether the plaintiff is entitled to interest?OPP
- 3) Whether the plaintiff has not come to the court with clean hands?OPD
- 4) Whether the suit of the plaintiff is bared by limitation?OPD
- 5) Whether the suit is not filed by a duly authorized person? OPD
- 6) Whether the plaintiff has no cause of action?OPD
- 7) Whether the suit of the plaintiff is not maintainable in the present form?OPD

PLAINTIFF'S EVIDENCE:-

6. The plaintiff, in order to prove his case, has examined 3 witnesses. Sh

Sanjay Khanna was examined as **PW-1** who entered into the witness box and tendered his evidence by way of affidavit as **PW1/A** bearing signatures at point A and B and has also relied additional affidavit Ex PW 1/A1 which bears his signatures at point A1 & B1 and has relied upon the following documents:-

S No	Exhibits	Documents
1	PW 1/1	Original Special Power of Attorney in favour of Sh Sanjay Khanna
2	PW 2/5 to PW 2/9	Certified copies of bills raised by M/s Integra Graphics
3	PW 2/2 to PW 2/4	Certified copies of cheques bearing no 021086, 021085, 021083 in favour of Integra Graphics
4	PW 2/1	Certified copy of returning memo
5	PW 1/11 & PW 1/12	Certified copy of bank slip
6	PW 1/13	Certified copy of legal notice dt 08.02.2011
7	PW 1/14	Certified copy of postal receipts
8	PW 1/15	Certified copy of UPC receipt
9	PW 1/16	Certified true copy of statement of ledger account
10	PW 1/17	Certified copies of statement of account showing sales
11	PW 3/1 & PW 3/2	Certified copy of VAT Challan and VAT return

7. PW-2 i.e. HC Jai Prakash from EOW, Mandir Marg, New Delhi who was a summoned witness was examined on 24.08.2015 and he deposed that he had seen and compared the documents i.e. Bank memo of Indian Overseas Bank dt 08.02.2011 (Ex PW 2/1), three cheques bearing nos

021086 dt 09.09.2010, 021085 dt 16.09.2010 and 021083 dt 22.09.2010 for Rs 2 Lacs, Rs 1 Lac and Rs 1,50,000/- (Ex PW 2/2 to Ex PW 2/4), invoices nos 794 dt 16.07.2010, 816 dt 19.07.2010, 862 dt 26.07.2010, 918 dt 03.08.2010 and 985 dt 11.08.2010 for Rs 2,39,751, Rs 1,64,534, Rs 1,75,676, Rs 1,82,651 and Rs 1,61,735 (Ex PW 2/5 to Ex PW2/9).

8. Thereafter PW-3 Sh Karamvir Singh, Record Keeper from Department of Trade and Taxes, Ward II, Vyapar Bhawan, ITO, New Delhi who was a summoned witness was examined on 12.09.2017 who brought the TIN No 07190252422 of M/s Integra Graphics, 76A, Rani Jhansi Road, New Delhi alongwith certified copies of VAT return deposit for the period from 01.07.2010 to 31.08.2010 (Ex PW 3/1) and the system generated proof of payments of Rs 2,88,369, Rs 3,501, Rs 1,06,273, Rs 5,58,676, Rs 1,28,220 & Rs 321 which are Ex PW 3/2(Colly).

9. All the witnesses were duly cross-examined by the Ld Counsel for the defendant and thereafter PE was closed on 09.01.2019.

DEFENDANT'S EVIDENCE:

10. In order to prove his case, defendant no 2 examined only one witness i.e. Sh Lalit Kumar who entered into the witness box and tendered his evidence by way of affidavit as Ex D2W1/A bearing signatures at point

A and B. The said witness was cross examined at length by the Ld counsel for the plaintiff and thereafter DE was closed on 20.05.2022 and the matter was kept for final arguments.

ANALYSIS AND FINDING

11. Final arguments were duly advanced by Ld. Counsel for the parties on the lines of their respective pleadings.
12. I have duly considered the arguments advanced by the Ld. Counsel for the parties and have perused the pleading, documents and the evidence on record carefully and my issue wise findings are as follows:
13. **ISSUE No 1: Whether the plaintiff is entitled to recover a sum of Rs. 12,48,347/-?OPP**

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ISSUE No 2 : Whether the plaintiff is entitled to interest?OPP

&

ISSUE No 6 : Whether the plaintiff has no cause of action?OPD

&

ISSUE No 7: Whether the suit of the plaintiff is not maintainable in the present form? OPD
14. The onus to prove these issues are upon the plaintiff. As per the plaintiff, the plaintiff is running a business under the name and style of M/s Integra Graphics and the plaintiff deals in the business of the printing materials and allied item. As per the plaintiff, the defendants were

purchasing the goods from the plaintiff on credit and thus the defendants opened the mutual current account with the plaintiff and the defendant no. 2 and 3 were purchasing the goods from the plaintiff in the name and on behalf of defendant no. 1 and as such the defendants are jointly and severally liable to pay the amount to the Plaintiff being the partners of defendant no 1. As per the plaint, at the request of the defendants, the plaintiff had opened a running and mutual account in respect of the goods purchased by the defendants from the plaintiff from time to time as well as on account of payments were made to the plaintiffs. As per the plaint, the statement of account duly maintained by the plaintiff in its regular course of business, a sum of Rs. 9,24,347/- were due and payable by the defendants as on 21.09.2010. As per the plaint, after a lot of persuasions made by the plaintiff, the defendants issued three cheques bearing no. 021083 dated 22.09.2010 for Rs. 1,50,000/-, cheque no. 021085 dated 16.09.2010 for Rs. 1,00,000/- and cheque no. 608122 dated 09.09.2010 for Rs. 2,00,000/- drawn on Barclays, through Centurion Bank on Punjab Ltd. As per the plaint, all the cheques as issued by the defendants were returned dishonoured with the remarks '**Refer to Drawer**', however, the defendant did not have any insufficient funds in its account. Thus the plaintiff has filed the present

suit on 27.08.2013 seeking recovery of an amount of Rs 12,48,347/- together with interest.

15. The plaintiff was thus required to prove that it supplied goods to defendant no 1 which is allegedly stated to be a partnership firm and defendant no 2 & 3 are its partners. In order to prove the said facts, the plaintiff has relied upon the testimonies of PW-1 to PW-3.
16. PW-1 has relied upon the certified copies of the duplicated bills filed along with the complaint filed u/s 138 of N I Act as raised/filed by the plaintiff and has also relied upon the copies of the cheques allegedly issued by the defendants (Ex PW 2/5 to Ex PW 2/4) and its return memo (Ex PW 2/1).
17. PW-1 has testified on the lines of the plaint. In his cross examination, PW-1 has stated that the sales person of the plaintiff (Mr Deepak Srivastava) has introduced defendant no 1 to the plaintiff. As per PW-1, Mr Deepak Srivastava told that defendant no 2 is the partner of defendant no 1 along with defendant no 3. It has further been stated by PW-1 that when defendant no 1 was introduced to the plaintiff, no document was given to the plaintiff except Sh Deepak Srivastava orally informing the plaintiff that he has received order from defendant no 1.
18. PW-1 in his cross-examination has specifically admitted that the

plaintiff do not have any document from which it can be inferred that defendant no 2 ever placed any purchase order on the plaintiff company. He has further deposed that it was only the sales person, Mr Deepak Srivastava who used to collect orders from the defendant either on phone or visiting their offices and subsequently the order as received by the Sh Deepak Srivastava used to be given to the Plaintiff. He has specifically stated that no purchase order was ever raised by the defendants. PW-1 was specifically asked to point out any document from which it can be inferred that defendant no 2 was given or have been delivered with any invoice pursuant to the oral orders received by the plaintiff to which it has been stated by PW-1 that the invoices were received and signed by the employees of defendant no 1 and no invoice has been signed by defendant no 2. He has categorically stated that he do not recognize the handwriting of defendant no 2. He has further stated there is no letter was issued to defendant no 1 reminding it to make the payment and only Mr Deepak Srivastava and Accounts department held conversation with the defendants.

19. PW-1 also admitted that an FIR no 151/2012 stands registered with PS EOW. PW-1 has further stated that the 3 cheques viz. PW 2/2 to PW 2/4 were brought by Mr Deepak Srivastava from defendant no 2 and Mr

Deepak Srivastava had delivered these cheques in the office of the plaintiff. PW-1 has categorically admitted that no cheque had been given by defendant no 1 prior to the issuance of 3 cheques. PW-1 has specifically admitted that he has never seen defendant no 2 ever signing or writing and has further stated that he do not know in whose handwriting the cheques have been filled up. He has also stated that the goods used to be supplied mostly by Maruti Van of the plaintiff firm and also that the plaintiff used to outsource the transport in rare cases. He has also deposed that the receipt regarding delivery of the goods was taken on the invoices from the defendants and the invoices bears the signatures of Sh Gulshan Singh and one Kailash. He has further deposed that one of the delivery boys of the plaintiff was Munna Lal. PW-1 has specifically stated that he had objected to the invoices not bearing the stamp of defendant no 1 and that he had informed the delivery boys that the invoices are required to be stamped in addition to the signatures of the person receiving the goods. He has further deposed that the plaintiff received the request of defendant no 1,2 & 3 to deliver the goods on credit through their salesman, Mr Deepak Srivastava with whom most of the dealings used to be carried out and who used to bring oral orders based upon which, the supply of goods was effected by the plaintiff. He

has also stated that the ledger account was always informed to the defendant.

20. PW-1 further has stated that he had made inquiries regarding the existence of defendant no 1 and on inquiry defendant no 1 was found to be existing. It is further stated by PW1 that on inquiry he did not meet any person in the name of Lalit Kumar (defendant no 2). PW-1 has clearly stated that he has no papers to show any partnership existing between Gulshan Singh (defendant no 3) and Lalit Kumar (defendant no 2). He has categorically admitted that none of the invoices as placed on record, bears the signatures of Lalit Kumar (defendant no 2) and also that he has no documents with respect to M/s Krishna Chanakya (plaintiff no 1). He also admitted that the fact with respect to the existence/non existence of the firm M/s Krishna Chanakya was shared with the plaintiff and it was informed by him to the plaintiff that their salesman had not given any document with respect to the existence of plaintiff no 1.
21. At this stage, it is relevant to mention that during the cross-examination PW-1 has placed on record a copy of the FIR (Ex PW 1/DA) which has been registered with PS EOW bearing FIR no 151/2012 registered under 420/120B IPC. The said FIR amongst other employees of the plaintiff

has been registered against Mr Deepak Srivastava and Sh Munna Lal and allegations of their fraudulently having taken supply of goods from the plaintiff against post dated cheques have been leveled. The name of defendant no 1 is also mentioned in the said FIR and it has been stated that one Sh Vishal Prajapati has taken material in the name of defendant no 1.

22. Thus from the aforesaid testimony of PW-1, it is clear that the plaintiff has failed to prove that fact that it ever received any orders directly from either defendant no 1 or from defendant no 2. As per PW-1 it was only Mr Deepak Srivastava, who has introduced defendant no 1 to the plaintiff and except Mr Deepak Srivastava telling the plaintiff that defendant no 2 & 3 are the partners of defendant no 1, nothing has been placed on record by the plaintiff to establish the fact that defendant no 1 is a partnership firm of whom defendant no 2 & 3 are the partners. PW-1 has categorically stated that no purchase order has been raised by the defendants and it was only on the information as provided by Mr Deepak Srivastava, the plaintiff has set up the entire case. The Plaintiff thus could not establish the fact that based upon any orders placed by the defendants, the plaintiff had supplied the goods to defendant no 1. Even the invoices against which delivery is alleged to have been

effected viz Ex PW 2/5 to EX PW 2/9 as per the deposition made by PW-1 does not bear any stamp of defendant no 1 despite PW-1 informing the delivery boys that the invoices are required to be stamped. The plaintiff has also not been able to prove the fact that under the invoices viz Ex PW 2/5 to EX PW 2/9, any material has been supplied to defendant no 1 as the said invoices are signed by one Sh Gulshan and Sh Kailash. The plaintiff has not examined any of its delivery boys such as Munna Lal or Mr Deepak Srivastava to prove the fact that the defendants ever issued any purchase orders upon the plaintiff or that pursuant to the same, goods have been supplied to the defendants.

23. The fact that the plaintiff himself has lodged an FIR against his employees viz Sh Munna Lal and Mr Deepak Srivastava who as per the allegations leveled have cheated, committed forgeries and misappropriation in connivance with one Sh Vishal Prajapati who had also taken the material in the name of defendant no 1, the plaintiff has failed to establish that he supplied any goods to the defendant no 1 of which defendant no 2 & 3 are stated to be the partners. Thus, the plaintiff has failed to discharge the burden of proof which entirely lied on his shoulders. The plaintiff has concealed the factum of having filed FIR being FIR no 151/2012 against Sh Munna Lal and Mr Deepak

Srivastava. The present suit is thus not maintainable in its present form since the plaintiff has not been able to show any cause of action against the defendants. Thus, all these issues are decided in favour of the defendants and against the plaintiff.

24. **ISSUE No 3: Whether the plaintiff has not come to the court with clean hands? OPD**

25. The plaintiff nowhere in his plaint has stated the basis upon which allegations upon the defendants have been leveled. Without any basis and merely on the basis of the information provided by Mr Deepak Srivastava, it has been alleged that defendant no 1 is a partnership firm of whose defendant no 2 & 3 are the partners. The plaintiff has not stated anywhere in the plaint, which has been instituted on 29.08.2013, that a FIR bearing no 151/2012 dt 06.11.2012 was registered with PS EOW under sections 420/120B IPC. The plaintiff has failed to state in the plaint that in the said FIR amongst other employees of the plaintiff the said FIR has been registered against Mr Deepak Srivastava and Sh Munna Lal on the allegations of their fraudulently taken supply of goods from the plaintiff against post dated cheques and the name of defendant no 1 is also mentioned in the said FIR and it has been stated that one Sh Vishal Prajapati has taken material in the name of defendant no 1. Had

these facts been stated in the plaint, the same would in itself were sufficient to disbelieve the case set up by the plaintiff. Thus, in the considered opinion of the court, the plaintiff is guilty of concealing material facts from the perusal of the court which in itself is sufficient to dismiss the suit as filed by the plaintiff. Hence, the present issue is decided in favour of the defendants and against the plaintiff.

26. ISSUE No 4: Whether the suit of the plaintiff is barred by limitation? OPP

27. As per the plaintiff, it supplied goods to the defendant no 1 under the invoices viz Ex PW 2/5 to Ex PW 2/9 dt 16.07.2010, 19.07.2010, 26.07.2010, 03.08.2010, 11.08.2010 in lieu of which the plaintiff has been maintaining a running account. As per the plaintiff, the defendant last made a payment of Rs 2 lakhs to the plaintiff on 14.09.2010 and the present suit which has been filed by the plaintiff on 27.08.2013 thus cannot be said to have been filed beyond the period of limitation which has been computed from the last payment allegedly having been made by the defendant. However the Plaintiff has not been able to establish that any supplies had been effected upon the Defendants or any payments having been made by the Defendants. The Plaintiff, as stated in the findings of the other issues is further guilty of concealment of facts.

Since the suit of the Plaintiff is without any cause of action, the finding on the present issue is returned against the plaintiff and in favour of the defendant. .

28. ISSUE No 5: Whether the suit is not filed by a duly authorized person?OPD

29. The plaintiff in the plaint has contended that it had authorized Sh Sanjay Khanna as his SPA holder. Alongwith the documents, the plaintiff has filed the special power of attorney viz Ex PW 1/1 in favour of Sh Sanjay Khanna. The said power of attorney has duly been proved on record by PW-1. Thus PW-1 having proved the special power of attorney having been executed in his favour, it cannot be said that the present suit has not been filed by a duly authorized person. Hence, the present issue is decided in favour of the plaintiff and against the defendants.

RELIEF:

30. In view of the above discussions, the suit filed by the plaintiff is hereby dismissed. No order as to costs.

31. Decree sheet be prepared accordingly.

32. File be consigned to record room after due compliance.

Announce in the open Court

(Sachin Sood)

23.05.2026.

DJ- 01 (Central),
Tis Hazari Court, Delhi.