<u>IN THE COURT OF MS. NEELOFER ABIDA PERVEEN :</u>
<u>DISTRICT JUDGE (COMMERCIAL)-01: CENTRAL,</u>
<u>TIS HAZARI COURTS, DELHI</u>

CS (Comm.) No.293/2025

Rajan Wahi

..... Plaintiff.

Versus

Ajay Taneja

….. Defendant

<u>ORDER</u>

16.04.2026

This is an application of the defendant under Order XI Rule 1 (10) r/w Sec.151 CPC seeking permission to place on record subsequent developments and supporting documents.

1. Ld. Counsel for the defendant submitted that the present application has become necessary due to certain material and significant developments which have arisen recently and post the filing of the Written Statement by the defendant in the present suit, being the plaintiff's cross-examinations dated 14.11.2025 and 16.10.2025 recorded in the connected cheque bounce case, i.e.. Ct. Case No. 3722/20 titled "Wahi Jewellers v. Ajay Taneja", pending before the Ld. MM, NI Court, Tis Hazari Courts ("cheque bounce case") and the documents confronted therein and copy of the balance sheet/ITR produced by the plaintiff in the said case.

(i) That these documents now sought to be produced form part of the judicial record of the cheque bounce case, and they came into existence only upon the recording of evidence and completion of the Plaintiff's cross-examination therein. That these documents were neither in the possession nor within the knowledge of the Defendant at any earlier stage. Certified copies of these documents were applied for and have been obtained only recently. Therefore, despite due diligence, the Defendant could not have produced or relied upon them earlier.

(ii) That the Plaintiff’s suit for recovery primarily rests upon two sets of documents ie. two invoices dated 01.07.2020 and 02.07.2020, allegedly for sale of jewelry and Plaintiff's ledger account and balance sheet entries, which purportedly show the Defendant as an outstanding debtor for the claimed amount. That the Defendant on the other hand has consistently denied the alleged sale, and delivery of any jewelry whatsoever, and has maintained from the very inception that the Plaintiff has fabricated documents including the invoices and ledger account to foist a false monetary claim. That the defendant has already placed on record Forensic Examination Report dated 30.06.2025 in relation to the aforementioned invoices dated 01.07.2020 and 02.07.2020, to expose the forgery.

(iii) That certain subsequent developments have revealed far more serious infirmities in the Plaintiff's ledger and books of accounts, which constitute the second critical pillar of the Plaintiff's case. That during the cross-examinations dated 16.10.2025 and 14.11.2025 in the cheque bounce case the Plaintiff made several crucial admissions regarding the preparation of his financial statements and the manner in which his books of accounts including the ledger relied upon in present suit were compiled. That during the Plaintiff's cross-examination before the Ld. MM it has emerged that the Plaintiff's books of accounts that are relied upon in the present suit are neither independent nor trustworthy. Rather, they are tainted by serious conflict of interest, material suppression of facts, and active financial collusion between the Plaintiff and its supposedly independent Auditor namely Mr. Umesh Chand Arya bearing the initials UCA.

(iv) That the ledger filed by the Plaintiff reveal that he has been availing loans and credit facilities from multiple "UCA"-prefix companies-UCA Holding Pvt. Ltd., UCA Finvest Pvt. Ltd., UCA Jewellers Pvt. Ltd., and UCA Forex Pvt. Ltd. All these companies share the same address and a common director, namely Mr. Umesh Chand Arya. That the Plaintiff made a shocking admission in his cross examination in the cheque bounce case, that the same Mr. Arya is not only the director of his creditor companies but also his personal Chartered Accountant and also the Auditor of his financial statements including the ledger being relied upon in the present suit. That this clearly establishes that the auditor, who is supposed to be independent and who has prepared the ledger and balance sheet placed on record by the Plaintiff, is in reality not independent at all, but deeply, financially and personally involved with the Plaintiff, and therefore the audit report, ledger, and books of accounts relied upon by the Plaintiff are unreliable, manipulated, devoid of evidentiary value and created by the Plaintiff in collusion with its Auditor to entrap the Defendant.

(v) That the plaintiff during cross-examination in the present suit as well as in the cheque bounce case admitted not only to the conflict of interest of his auditor but also accepted that he had prior monetary dealings with the Defendant dating back to 2018. Crucially, he admitted that such transactions were in "kacha" (unrecorded) and were not entered in his books of accounts, demonstrating that his books are incomplete, selective and manipulated while suppressing all earlier dealings, and falsely creating an outstanding balance against the Defendant. That the Defendant in the interest of justice, leaving no room for doubt and to further strengthen his defence only prays, that while finally adjudicating the present suit, the Cross examination of the Plaintiff dated 16.10.2025 and 14.11.2025 in the cheque bounce case may also be considered, which without a doubt establishes the fact that there was no commercial transaction between the Plaintiff and the Defendant which could give rise to any cause of action in favour of the Plaintiff to file the present suit.

(vi) That the plaintiff denied before this Court in his cross examination dated 07.05.2024, the fact of visiting shop on 16.7.2020 regarding return of original invoices, but the Plaintiff in the cross examination dated 14.11.2025 recorded in the Cheque Bounce case, has admitted before the Ld. MM, that in the meeting with Mr. Deepak, he had given one envelope which contained invoices. That the documents sought to be produced are critical and have direct relevance to the issues in dispute, as they expose the falsity of the Plaintiff's books of accounts, expose suppression of material facts by the Plaintiff and the conflict of interest of the Plaintiff's auditor who is supposed to be and presumed to be an independent party, and also brings to light contrary statements made by the Plaintiff in the cheque bounce case. That the Plaintiff by way of these documents does not seek to introduce any new plea other that what has already been maintained and merely seeks to bring out the true facts surrounding the matter before this Ld. Court.

2. Ld. Counsel for the plaintiff, on the other hand, submitted that the application has been filed at a belated stage only with the intention of causing prejudice to the Plaintiff. That by way of the present application the defendant is trying to take undue advantage of the process of law and has filed the same with the mala fide intention of delaying the trial. That as per Order XI Rule 1(10) of the CPC as amended by Commercial Courts Act, 2015, the defendant in a commercial suit cannot rely on documents, not disclosed with the written statement, unless they obtain leave of the Court by demonstrating a reasonable cause for the non disclosure thereof.

(i) That the defendant herein has miserably failed to show any plausible reason for not filing most of the documents earlier. The defendant is trying to mislead. That the Commercial Courts Act is enacted with the primary objective of expeditiously resolving high-value commercial disputes and has introduced certain amendments to the CPC, including to Order XI besides imposing strict timelines for filing various pleadings, with significant consequences for non-compliance. That commercial litigants must approach the filing of their suits with utmost care and diligence. Failure to disclose all relevant documents at the outset can result in the inability to rely on them later in the proceedings and shortcuts or lack of attention to procedural details can have significant consequences.

(ii) That the documents sought to be filed are neither part of nor bear any relevance with the present case and are being filed only with the intention of misleading this Hon'ble Court. That the plaintiff as well as the defendant have already led and closed their evidence the defendant has cross examined the plaintiff at length on several dates and had the ample opportunity to put all those questions and bring on record all such documents, however for the reasons best known to the defendant, he chose to remain silent for such a long time and is trying to bring on record such documents which are neither relevant nor concerned with the present case, at this belated stage.

(iii) That the plaintiff is demanding the legal and legitimate amount against an actual sale of jewelry against true and authentic documents. That the defendant, on the other hand, has been taking conflicting and contradictory stands at different stages before various forums. That nowhere has the defendant ever, contended that the invoices were forged and as an afterthought, the defendant has made only bald averments in his written statements that the defendant never signed on the said invoices. That the burden lies on the defendant that when, since 01 & 02.07.2020, it was in his knowledge that the invoices are allegedly forged, then why there is not even a whisper regarding the same in his SMS dated 03.07.2020, reply to the notice dated 22.09.2020, reminder dated 03.10.2020 or any of the complaints made to the police authorities and further, what was the need to allegedly return the same to the plaintiff on 16.07.2020. That the alleged expert report dated 30.06.2025 is not a supplementary report but altogether a new report which has been prepared in a haste only to cover up the deficiencies of the earlier report dated 11.10.2023 and only to fill the lacuna in the trial.

(iv) That there have been no such subsequent events which were not in the knowledge of the defendant or that the defendant was incapable of bringing on record such documents when the witnesses in the present case were being examined and there is no justification in the contentions that these are subsequent events. That the whole application is devoid of any cogent reason for not conducting cross examination of the plaintiff on the said aspects at the time of plaintiff's evidence. That the defendant is trying to bring on record the evidence conducted in a different case to the present case at a belated stage, when he had ample opportunity to cross examine the witnesses in the present case at the time of recording of evidence.

(v) That the defendant is trying to fill the lacuna in the present case by bringing on record the depositions and documents of another case when there was no impediment on him to conduct the evidence with regard to all those aspects here in the present case. That the defendant is infact trying to create an altogether new case which is against the established principles of law. That the entire evidence in the present case has been recorded and the documents sought to be brought on record have no bearing in the facts of the present case. That allowing the present application at this stage would highly prejudice the plaintiff.

3. Arguments heard.

4. Plaintiff's suit instituted on 16.2.2024 is for recovery of an amount of Rs.25,39,940/- along-with interest on a set of facts that the plaintiff is engaged in the business of manufacturing and retailing of silver, gold, diamond and Kundan jewelry, and is also a valuer for verification/valuation of gold/ gold ornaments to many leading banks/ NBFC's who provide loan against gold/gold ornaments. That on various occasions in the past, the defendant had taken loans against gold on the verification and approval of the plaintiff from various banks/ NBFC's and so, the defendant was known to the plaintiff since quite some time. That on 01.07.2020 the defendant came to the plaintiff's shop and showed interest in purchasing gold jewelry and as the defendant was known to the plaintiff, the plaintiff agreed to sell gold jewelry to the defendant against payment through cheque.

5. That the defendant purchased one 22K-HM gold jewelry set (122.960 grams weight) worth Rs.6,41,728/- and one 22K-HM gold jewelry bracelet (106.350 grams weight) worth Rs.5,49,723.50/-, thereby the defendant purchased gold jewelry for a total amount of Rs.12,27,195/- (Inclusive of taxes and labor charges). That the plaintiff raised an invoice bearing No.

DL/20-21/0130 dated 01.07.2020 against the material as ordered by the defendant and handed over the aforementioned goods to the complete satisfaction of the defendant. That the defendant made the payment vide cheque bearing no. 461150 dated 01.07.2020 for Rs. 12, 27,195/- drawn on Yes Bank Ltd, Darya Ganj Branch against the billed amount with the assurance that it will be honored on presentation. That on 02.07.2020, before the plaintiff could present the aforementioned cheque in his bank, the defendant again visited the plaintiff and placed an order for more gold jewelry against payment through cheque.

6. That initially the plaintiff was hesitant as the earlier cheque bearing no.461150 was not yet honored, but as the defendant had already won over the confidence of the plaintiff, the defendant was able to convince the plaintiff to accept the cheque and the defendant purchased 4 pieces of 22K-HM gold chains (130.840 grams weight) worth Rs.6,71,209/- and 12 pieces of 22K-HM gold bangles (118.760 grams weight) worth Rs.6,03,301/- thereby purchased gold jewelry for a total amount of Rs.13,12,745/- (inclusive of taxes and labour charges). That the plaintiff raised another invoice bearing No. DL/20-21/0133 dated 02.07.2020 against the material as ordered by the defendant and handed over the aforementioned goods to the complete satisfaction of the defendant.

7. That the defendant made the payment vide. cheque bearing no. 461151 dated 02.07.2020 for Rs.13,12,745/- drawn on Yes Bank Ltd, Darya Ganj, Branch against the billed amount with the assurance that it will be honored on presentation, however the defendant requested the plaintiff to present both the cheques only after asking the defendant as the defendant was having some issues in his bank account. That thereafter the defendant started making excuses and delaying the payment, yet after talking to the defendant, the plaintiff presented the above mentioned both the cheques to the defendant's banker namely Yes Bank Ltd. through his bank i.e. Bharati Sahakari Bank Ltd. Paschim Vihar, New Delhi, on the assurance of the defendant that the cheques will be honored on presentation. That the cheques however were returned dishonored by the defendant's banker with the remarks "payment stopped by drawer" vide return memos dated 29.08.2020.

8. That immediately, the plaintiff approached the defendant and requested to discharge his legal liability by making the payment of Rs. 25,39,940/- (Rupees Twenty Five Lakhs Thirty Nine Thousand Nine Hundred Forty) against both the dishonored cheques, but the defendant started avoiding the plaintiff on one pretext or the other. That the plaintiff issued a legal notice dated 10.09.2020 through his Counsel, duly sent through Speed Post to the defendant thereby demanding the due payment, but instead of making the legally due payment the defendant through his counsel sent a reply dated 22.09.2020 and a reminder dated 03.10.2020 making all false and vague allegations against the plaintiff only with the ulterior motive of avoiding his legal liability. That the plaintiff was constrained to file a criminal complaint under section 138 read with section

142 of the Negotiable Instruments Act, 1881 against the defendant which has been registered as C.C. No.3722/2020 titled as "Wahi Jewellers Vs. Ajay Taneja", and the same is pending adjudication before the Court of Sh. Ompal Shokeen, MM, Tis Hazari Courts, Delhi-110054.

9. Defendant appeared and filed Written Statement contending inter alia that the Plaintiff has approached with unclean hands and is guilty of suggestio falsi and suppressio veri. That the alleged sale of jewelry was never completed owing to the fact that the Plaintiff himself failed to handover the jewelry to the Defendant. That the Plaintiff has misused the cheques which were entrusted to him by the Defendant. That the Plaintiff has concealed the fact that the alleged gold jewelry sold to the Defendant by the Plaintiff was never in stock of the Plaintiff at the time of issuance of the cheques and hence could not have been possibly sold to the Defendant.

10. That the Defendant had been introduced with the Plaintiff in December, 2018 as private financer/co-owners of a jewelry shop situated at DDA Market Paschim Vihar and a reputed jeweler and approved government valuer through one Mr. Deepak Kumar, who was working as Manager in the gold loan department in Yes Bank, Preet Vihar branch, and is a proper and necessary party to the present suit. The above stated assertions of the Defendant have been duly admitted by the Plaintiff in his cross examination being carried out in the cheque dishonor case bearing no. CC/3722/2020 which is pending before Mr. Ompal Shokeen, Ld. Metropolitan Magistrate, Tis Hazari Court (West) filed by the Plaintiff against the Defendant (Hereinafter referred to as "Cheque Dishonor Case").

11. That in their first meeting that took place at the shop of Plaintiff, it was agreed that the Defendant would pledge his valuable jewelry including Diamond and Kundan Jewelry with the Plaintiff and in return would get an amount as a loan with interest payable to the Plaintiff, and that upon repayment of the respective principal amounts, the jewelry articles would be returned to the Defendant. That the Defendant pledged jewelry worth more than Rs.1.5 Crores in a phased manner, which was valued by the Plaintiff himself and against which the Defendant was given a total loan amount of about Rs.45,00,000/- (Rupees Forty Five Lacs Only) by the Plaintiff and his wife. that the Plaintiff in his cross examination in the Cheque Dishonor Case has admitted to the receipt of said jewelry, grant of loan as well as 'dissolution'/selling of the said jewelry as per the made-up version of the Plaintiff.

12. That the Plaintiff had made a noting/table with respect to the pledging of the Defendant's jewelry articles, advancement of loan, the interest charged, the weight of articles pledged etc in his own handwriting. That the Defendant was regular and diligent about payment of interest component and the repayment of principal amounts, so much so that the Defendant has already repaid around Rs.14,80,000/- (Rupees Fourteen lacs Eighty Thousand) as principal and around Rs.4,05,300/- (Rupees Four lacs Five Thousand Three Hundred Only) as interest amount in good faith. That at or about 1st and 2nd July 2020, the Defendant was lured into purchasing jewelry for his relative situated abroad i.e. in Canada from the Plaintiff, and was coerced into handing over 2 cheques bearing cheque nos. 461150 and 461151 as advance/security purposes only for placing order of the jewelry. That at the time of purchasing the alleged gold jewelry, the Plaintiff did not hand over the said gold jewelry to the Defendant stating that the same will be done only after both cheques were acknowledged and the finishing works on the jewelry is completed.

13. That the said condition of the Plaintiff was agreed by the Defendant who understood that since the alleged gold jewelry in question was expensive and no business would hand over such expensive jewelry without payment / part payment of the same first as security. That thereafter on 03.07.2020 the Plaintiff blocked the defendants' number and stopped responding to any of his calls. That on 03.07.2020 when the Plaintiff failed to deliver the aforementioned gold jewelry articles to the Defendant, the Defendant sent a text message to the Plaintiff on his mobile number 9711341234 apprising the Plaintiff that since the jewelry had not been delivered, the Defendant would be constrained to make "stop payment" of the two cheques handed over to the Plaintiff at the time of purchase. That the Defendant subsequently, on 03.07.2020 and 04.07.2020 sent text messages to the Plaintiff to resolve the issues to which the Plaintiff vide reply dated 07.07.2020 replied with "OK".

14. The receipt and acknowledgment of text message dated 3rd July, 2020 has been duly done by the Plaintiff in his cross examination in the

Cheque Dishonor Case which only goes on to show how the cheques in question have been misused. That On the persistent request of the Defendant, on 16.07.2020, Defendant along with said Deepak Kumar visited the shop of Plaintiff and returned the original copy of the two invoices raised by the Plaintiff since the Plaintiff had failed to deliver the jewelry as promised and assured the Defendant that he would return the two cheques handover by the Defendants in some time since the same had been misplaced by the Plaintiff at that moment. That consequently, as a precautionary measure, the Defendant gave instructions to his banker regarding stoppage of payment of the aforementioned two cheques in custody of the Plaintiff.

15. That during the interim period i.e. from date of arising of the dispute till the two cheques in question got dishonored (from 3rd July, 2020 till 29th August 2020), both the parties had numerous meetings with Deepak Kumar, purportedly acting as a middle man in relation to return of pledged jewelry lying with the Plaintiff. During those meetings, after lot of difficulty the Defendant was able to take back some portion of the pledged jewelry from time to time, in lieu of repayment of loans. That after multiple meetings, the Plaintiff finally refused to return the balance pledged jewelry articles straightway and the Defendant was threatened of dire consequences if he were to contact the Plaintiff again. The said factum of having multiple meetings inter se has been duly admitted by the Plaintiff in his cross examination in the Cheque Dishonor Case. That as of date, the Defendant has not received his jewelry even when the Defendant was and is till date ready to close the loan account by payment of due amount, if any.

16. Issues were settled on 02.02.2024, the defendant filed an application u/o XI Rule 1 (5) r/w Sec.151 CPC for placing on record additional documents. The plaintiff filed an application u/sec. 151 CPC for taking on record certificate under Sec.65-B of the Indian Evidence Act. The defendant's application u/o XI Rule 1 CPC was allowed on 30.3.2024 and the handwriting expert opinion was taken on record. Additional issue in the light thereof was framed on 26.4.2024 as to whether the alleged signatures of the defendant on the invoices are forged and fabricated. PE's were concluded on 13.5.2024, and DE's was closed on 06.6.2025, written submissions were filed on both sides, thereafter an application u/o XI Rule 1 (10) CPC was filed on 5.7.2025 for filing supplementary report/opinion dated 30.6.2025, which was dismissed on 23.7.2025.

17. The defendant sought recall of the said order, this application for review was dismissed on 6.8.2025, which order was challenged by the defendant and the defendant was permitted by Hon'ble High Court of Delhi vide order dated 29.8.2025 in CM (M) 1667/2025, to summon DW4 for proving his supplementary report/opinion dated 30.6.2025. DW4 was examined in the light of the permission accorded and matter again came up for final arguments when the present application has been filed.

18. The defendant seeks to rely on the cross-examination recorded of the plaintiff on 19.11.2025 and 16.10.2025 in the cheque dishonor case at the stage of final arguments. The defendant has referred to certain admission of facts allegedly made during cross-examination of the plaintiff in CC 3722/2020 extensively in the Written Statement otherwise. Ld. Counsel for the plaintiff contended and rightly so that cross-examination of the same witness in the criminal proceedings cannot be imported at the stage of final arguments and that it is the evidence lead in the present case alone that is to be appreciated to derive the conclusions necessary towards final adjudication in the present case.

19. The defendant has availed of the opportunity to cross-examine the plaintiff in the present case and had every occasion to put all such questions and extract such manner of admissions as according to the defendant have surfaced during cross-examination in the criminal complaint case here as well. If the plaintiff has taken contradictory stands in the criminal proceedings arising from the dishonour of the same cheques as constitute the cause of action for the present proceedings, of what consequence could any such purported contradiction be unless the witness has been confronted with the same to afford him an opportunity to eludicate and explain. Nonetheless considering that the prayer is for considering the cross-examination dated 16.10.2025 and 4.11.2025 in the criminal proceedings founded on the same cause of action, being a statement made on oath during judicial proceedings otherwise beyond the pale of dispute, the defendant is permitted to refer to the same during final arguments.

20. The plaintiff would be entitled to raise all available objections to any manner of inference being suggested during final arguments premised thereon, and subject thereto the cross-examination of the plaintiff recorded on 16.10.2025 and 4.11.2025 in CC NO.3722/20 titled as 'Wahi Jewellers Vs. Ajay Taneja' is taken on record. Certain documents exhibited during the cross-examination of the plaintiff in the said case, and produced by the plaintiff during cross-examination in the said case being ITR Return, Profit & Loss Account, Balance sheet are also sought to be introduced here at the stage of final arguments. The defendant has put several documents to the plaintiff as Ex. PW-1/D1, Ex. PW-1/D2, Ex. PW-1/D4, Mark PW-1/DX3, Ex. PW-1/D5, Ex. PW-1/D6, Ex. PW-1/D7 during his cross-examination in the present case.

21. Such documents with which the plaintiff was confronted in the criminal complaint case, or were produced on direction during cross-examination by the plaintiff certainly cannot be considered as part of the corpus of documentary evidence to be appreciated for the purposes of the present adjudication, even if the facts in issue be overlapping. Nothing prevented the defendant from confronting, the plaintiff with such documents during cross-examination in the present case, even if u/o XI Rule 12 CPC as applicable to Commercial suits, a party has a duty to disclose documents which have come to the notice of a party till disposal of the suit, it is not that any such document came into existence later. The documents that the plaintiff was called upon to produce during cross-examination in the criminal proceedings or were otherwise produced by the plaintiff, could have very well be demanded from the plaintiff, if relevant, in the present proceedings as well.

22. The defendant cannot be permitted to produce documentary evidence during final arguments and circumvent the categorical procedural requirement enjoining a defendant to file all relevant documents in his possession and custody with the Written Statement. Besides there is no such document that is contended to be absolutely necessary and material for an effective adjurdication of the dispute involved in the present suit to tilt the scales of justice in his favour to override the procedural rigours. To such extent, therefore, the application stands dismissed. All documents filed with the application besides cross-examination dated 16.10.2025 and 14.11.2025 are directed to be taken off the record by striking out the same.

Application is disposed of in such terms.

Nothing stated herein above shall have any bearing on the final outcome of the case and is not to be construed as an observation on merits.

(Neelofer Abida Perveen)
DJ (Commercial Court)-01, Central,
THC/Delhi/**16.04.2026**