

**IN THE COURT OF PULASTYA PRAMACHALA,
DISTRICT JUDGE (COMMERCIAL COURT-01),
PATIALA HOUSE COURTS, NEW DELHI**

CS (COMM.) 33/2024

Ms. Karishma Paul

Prop. Of M/s Karsun International
Address: S 390, GK1, Second Floor,
New Delhi-110048.

...Plaintiff

Versus

Sh. Satish Malik

Prop. Of M/s Malik Decor
O/A 5A, Khan Market, Delhi-110003.

...Defendant

Date of pronouncement of the order : 26.11.2025

ORDER

1. Vide this order, I shall decide the application filed by defendant under Order VII Rule 11 of the Code of Civil Procedure, 1908 seeking rejection of the plaint.
2. The brief facts necessary for adjudication of the present application are that plaintiff is the sole proprietor of M/s Karsun International, registered under the MSMED Act, 2006, and is engaged in the business of event planning and execution. It is the case of plaintiff that defendant, who is a vendor providing decor-related services, approached plaintiff and assured quality services for two events scheduled on 29.01.2023 at Trident Hotel, Gurugram and on 04.02.2023 at Orana Conventions, Gurugram.
3. It is averred that for the first event the parties agreed to a cost of Rs.2,50,000/-, and for the second event defendant initially quoted Rs.11,00,000/- on 18.01.2023, but subsequently, with mala fide

intention, escalated the cost to Rs.14,00,000/- on 27.01.2023. Plaintiff claims to have made a total payment of Rs.6,91,000/- in two tranches, of which Rs.2,50,000/- was for the Trident Hotel event and Rs.4,46,000/- was paid as advance for the event at Orana Conventions. According to plaintiff, the services provided by defendant were wholly unsatisfactory and deficient, resulting in to financial loss to plaintiff. Despite repeated demands, defendant failed to refund the advance amount of Rs.4,46,000/- for the second event. On these averments, the present suit for recovery of Rs.10,06,210/- has been filed.

4. Defendant had initially filed a written statement; however, due to defects, the same could not be taken on record. Vide order dated 14.11.2024, the written statement stood taken off the record.
5. In the present application under Order VII Rule 11 CPC, defendant contends that the plaint discloses no cause of action as plaintiff has not pleaded the specifications of the injured party, the terms of the contract, or any material particulars constituting a valid cause of action. It was further pleaded that no written contract exists between the parties and that reliance on WhatsApp chats alone cannot establish privity of contract. It was also argued that without primary documents showing the formation and breach of contract, the suit is liable to be rejected. Reliance was placed on: -

- i. **Gurmeet Singh Sachdeva v. Skyways Air Services Pvt. Ltd**
[2025:DHC:3427]
- ii. **Ambalal Sarabhai Enterprises Limited v. K.S. Infraspac**
LLP and Anr. [(2020) 15 SCC 585]

6. In reply, learned counsel for plaintiff submitted that the dispute squarely falls within the ambit of Section 2(c)(i) and (xviii) of the Commercial Courts Act, 2015, and that the relief of refund of money, by itself, constitutes a commercial dispute. It was further pleaded that the remaining reliefs are merely ancillary to the principal claim and, the bar under Order II Rule 2 CPC would apply, if they are not claimed in this suit.
7. I heard learned counsels for the parties and have carefully perused the record.
8. The first objection of defendant is that the plaint does not disclose a cause of action and that no contract is shown to exist between the parties. At the stage of deciding an application under Order VII Rule 11 CPC, the law is well-settled that the Court must confine itself strictly to the averments made in the plaint and the documents filed with it. The defence taken by defendant or the documents sought to be relied upon by defendant cannot be looked into at this stage.
9. A bare reading of the plaint shows clear assertions that plaintiff engaged defendant for décor services for two specified events, made a total payment of Rs.6,91,000/-, of which Rs.4,46,000/- was an advance for the second event, that defendant failed to provide satisfactory services, and consequently failed to refund the advance amount despite repeated demands. These averments, if proved, prima facie constitute a cause of action for recovery.
10. The objections regarding lack of Non-Starter Report, absence of a formal written contract, or insufficiency of WhatsApp chats are matters of evidence and cannot form the basis for rejection of the

plaint under Order VII Rule 11 CPC. The test under Order VII Rule 11 is not whether plaintiff will ultimately succeed in proving the claim, but whether the plaint discloses a cause of action. A contract may be oral or written, therefore, the assertion of oral contract cannot be ignored.

11. Defendant's plea that requisite documents such as purchase orders or written agreements are not filed, also cannot be a ground for rejection under Order VII Rule 11 CPC. Whether plaintiff succeeds in establishing the existence of an enforceable contract, is an issue that must be adjudicated at trial. At this stage, the Court cannot assess the sufficiency or reliability of documents or plea of the plaintiff.
12. In view of the above discussion, I am of the considered opinion that the plaint discloses a clear cause of action against defendant and contains necessary material averments. None of the grounds urged by defendant fall within the parameters of Order VII Rule 11 CPC.
13. Accordingly, the application under Order VII Rule 11 CPC stands dismissed with cost of Rs.5000/- to be paid by defendant to the plaintiff.

Pronounced in the (PULASTYA PRAMACHALA)
Open Court on this District Judge (Commercial Court)-01,
26th day of November, 2025 Patiala House Court, New Delhi