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

**CS (COMM) 663/2025**

**<u>IN THE MATTER OF</u>: -**

1. **Arjun Kant**
   R/o. 4-B/4, Raj Narain Marg,
   Civil Lines, Delhi-110054.

**...Plaintiff no.1**

2. **Ravi Kant**
   R/o. 4-B/4, Raj Narain Marg,
   Civil Lines, Delhi-110054.

**...Plaintiff no.2**

*Versus*

1. **Darwin Platform Group of Companies**
   Through Authorised Signatory Mr. Narinder Singh Pawan,
   Office at: H-127, Ansa, Industrial Estate,
   Saki Vihar, Sake Naka, Andheri East,
   Mumbai, Maharashtra-400072.

**…Defendant no.1**

2. **Darwin Platform Capital Limited**
   Office at: H-127, Ansa, Industrial Estate,
   Saki Vihar, Sake Naka, Andheri East,
   Mumbai, Maharashtra-400072.

**…Defendant no.2**

3. **Sh. Ajjay Harinath Singh**
   Founder & Chairman,
   Darwin Platform Group of Companies.

**…Defendant no.3**

4. **Sh. Vijay Singh**
   Group Vice President,
   Darwin Platform Group of Companies.

**…Defendant no.4**

5. **Sh. Gaurav Singh**
   Vice Chairman, Infrastructure,
   Darwin Platform Group of Companies.

**…Defendant no.5**





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6. **Sh. Sahil Gautam**
Director
Darwin Platform Group of Companies.

**…Defendant no.6**

**All having office at**: H-127, Ansa, Industrial Estate,
Saki Vihar, Sake Naka, Andheri East,
Mumbai, Maharashtra-400072.

**Date of pronouncement of the order : 27.01.2026**

**ORDER**

1. Vide this order, I shall decide maintainability of the present suit as per query raised by this court. Vide order dt. 30.10.2025, plaintiff was asked to explain if defendant no. 1, which is shown to be group of company, is a juristic person, and the legal principles invoked to implead defendant no. 3 onwards in their personal capacity.

2. Present suit has been filed by plaintiffs pleading that, they hold a Sub-License for a 1000 sq.ft. area on the 2nd floor of Le Meridien Commercial Tower, New Delhi. Plaintiffs Sub-sub-licensed the premises to the Defendants through a Sub-sub license Agreement dated 15.07.2021 for a two-year term ending on 14.07.2023. As per the agreement, upon expiry, the license was to be renewed at the prevailing market rate of Rs. 180 per sq.ft. per month. However, defendants failed to renew the license, but continued to occupy the premises without paying rent or maintenance charges.

3. Despite repeated requests and legal notices, defendants neither vacated the premises nor cleared the dues, accumulating rental arrears of Rs. 35,77,500/- and maintenance charges of Rs. 9,55,482/-. In an attempt to settle the dues, defendants issued two post-dated cheques, which were dishonored due to insufficient

funds. This led plaintiffs to file complaints under Section 138 of the Negotiable Instruments Act, 1881, which is pending adjudication.

4. As per plaint, plaintiffs issued a notice of repossession on 10.07.2024, which defendants had ignored. On 27.01.2025, defendants handed over possession while falsely assuring payment of dues by 25.02.2025. Since no payment was made, a final legal notice was sent on 01.03.2025 for recovery of Rs.45,32,982/-. As defendants have blatantly failed to comply, plaintiffs sought recovery of the outstanding dues along with pendente lite and future interest.

**ARGUMENTS ADDRESSED ON BEHALF OF PLAINTIFFS**

5. A written argument was filed on behalf of plaintiffs. It has been mentioned therein that at the time of execution of the Sub-Sub-License Agreement dated 15.07.2021, the defendants themselves expressly represented that the licensee was "Darwin Platform Group of Companies", and that the said group would operate its business from the suit premises. The agreement bears the name, signature and stamp of "Darwin Platform Group of Companies", acting through its authorised signatory Mr. Narinder Singh Pawan. It has been further mentioned that formal letters including the letter of handing over of possession dated 27.01.2025, were issued on behalf of Darwin Platform Group of Companies and not in the name of any allegedly distinct or unrelated entity.

6. It has been further mentioned that it is an admitted and undisputed fact that all communications relating to rent, renewal, arrears, and settlement were carried out with defendant nos. 3 to



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6. Written submission further mentions that WhatsApp communications exchanged directly between plaintiff no.1 and defendant no.3 contain a detailed working sheet of outstanding dues shared by defendant no.3 himself, unequivocally acknowledging the liability. It has been further mentioned therein that Order I Rule 3 CPC, 1908 permits plaintiffs to implead multiple defendants where the right to relief arises from the same transaction and involves common questions of law and fact. It has been further mentioned that present suit arises from a single Sub-Sub-License Agreement, continuous occupation of the premises, non-payment of dues, and repeated acknowledgments of liability by all defendants. In support of above-mentioned contentions, reliance has been placed upon certain judgments, which are: - (i) **Arcadia Shipping Limited v. Tata Steel Limited & Ors. (2024) 9 SCC 374**; (ii) **Carlsberg Breweries v. Som Distilleries, 2018 SCC OnLine Del 12912**; and (iii) **Harsh Goyal v. Niraj Goyal, 2023 SCC OnLine Del 7126**.

**APPRECIATION OF ARGUMENTS, FACTS AND LAW**

7. As far as defendant no.1 is concerned, on perusal of agreement of sub license, I find that this agreement was entered into and executed in the name of defendant no.1, and the agreement was signed by Sh. Narinder Singh Pawan on behalf of defendant no.1. In the agreement, defendant no.1 has been referred as a Company registered under the provisions of Company Act. In view of such situation, defendant no.1 has to be treated as a company, which can be represented by an authorized person.

8. Now coming to the question of validity of impleadment of defendant no.3 to 6, it is worth to mention here that they have

been shown as directors of defendant no.1 and defendant no.2 company. Plaintiff has filed this suit on the basis of an agreement dt. 15.07.2021, which was executed between plaintiffs and defendant no.1 company only. Defendant no.2 company or remaining defendants were not a party to this agreement. In order to maintain this suit against all defendants, plaintiffs have to show their right qua all the defendants and their respective liability towards the plaintiffs. In other words, when the court looks into a cause of action as disclosed by the facts pleaded in the plaint, the court basically evaluates the right of plaintiffs and corresponding liability of the defendants. For the purpose of this evaluation at the initial stage as provided in Order VII Rule 7 C.P.C., court appreciates the facts as pleaded in the plaint on their face value along with the relied upon supporting document.

9. In the present case, in the plaint plaintiffs have pleaded about entering into aforesaid Sub sub license agreement with the defendants, and they have claimed dues outstanding on account of possession retained by defendants. The agreement was however, entered into only with defendant no.1 company. Other defendants have not been shown as guarantors for due performance of the terms of aforesaid agreement. Their roles as pleaded in the plaint, have been to deal, communicate and act on behalf the company. The cheques mentioned in the plaint, also have been shown to be issued towards discharge of liability of defendant no.1, as arising out of liability towards occupation and maintenance charges of the suit property. A company has to be represented by some natural persons, who work for that company. However, mere on the basis of acting for and on behalf

of the company, such natural persons do not become personally liable for any transaction done on behalf of such company. They basically act as agent of the company.

10. In the case of **Indian Overseas Bank v. R. M. Marketing and Services Pvt. Ltd, AIR 2002 DELHI 344**, Delhi High Court held that: -

> *"5. The defendants 4 to 6 are also implead-ed on the ground that they were Directors of the defendant No. 1. However, these defendants did not give any personal guarantee for due payment of loan and simply because they were Directors of the defendant No. 1 they could not be fastened with the liability as the defendant No. 1 which is a Company incorporated under the Companies Act is separate legal entity."*

11. In the case of **Rajendra Sachdeva v. A.C. Engineering Pvt. Ltd.**, **2025 SCC OnLine Del 1078,** Hon'ble Delhi High Court reiterated the same legal principle, while observing that: -

> ***"6.** It is trite that a Company is a juristic entity, which acts through living human beings, collectively referred to as the Board of Directors of the Company. Unless specifically authorized, no individual Director has powers of act on behalf of the Company. Director of a Company can act on behalf of the Company only if empowered to do so by the Articles of the Company or a specific resolution passed by the Board of Directors. The Directors are understood as agents of the Company because qua the Company, they act in fiduciary capacity, thereby acting to the benefit of the Company, and those acts have only to be to the extent they are authorized to act. Such fiduciary duty owed by the Directors are to the Company and not to the third party, dealing with the Company. The Directors cannot be treated as agents of the Company in the conventional sense of an agent vis-a-vis third party. In this regard, Section 230 of the Indian Contract Act, 1872 stipulates that unless he personally binds himself, an agent is not personally liable for contracts entered into by him on behalf of his principal."*

12. Therefore, just because defendant no.2 company may also be managed by same persons/management, and defendant no.6 was director in this company and had been communicating with the plaintiffs, and cheques were issued by him, no inference of liability of this company against the plaintiffs can be raised. The liability of defendants no.2 to 6 could be based on their personal guarantee, but plaint and the agreement relied upon by the plaintiffs, are totally silent in respect of any such additional agreement of guarantee, if undertaken by any of defendant no.2 to defendant no.6.

13. Plaintiffs in their written submissions, have referred to provision of Order I C.P.C. and several judgments on that provision. Order I C.P.C. itself provides for concept of mis joinder of a party. As already observed herein-above, in order to maintain a suit against any defendant, plaintiff is duty bound to disclose a valid cause of action, giving rise to liability of such defendant. In the present case, plaint fails to disclose any such cause of action against defendant no.2 to defendant no.6.

14. In view of my foregoing discussions and observations, I find that defendant no.2 to defendant no.6, are liable to be dropped from the array of parties, as plaint fails to disclose a cause of action against them. Ordered accordingly.

PULASTYA PRAMACHALA

Digitally signed by PULASTYA PRAMACHALA
Date: 2026.01.27 16:22:50 +0530

**Pronounced in the Open Court on this 27th day of January, 2026**

**(PULASTYA PRAMACHALA)**
**District Judge (Commercial Court)-01,**
**Patiala House Court, New Delhi**