

IN THE COURT OF MS. MEENU KAUSHIK,
DISTRICT JUDGE – 03, NEW DELHI DISTRICT
PATIALA HOUSE COURTS : NEW DELHI

CS No. 444/2019

CNR No. DLND010095662019



Mohd. Nasruddin Ansari

Vs.

Mohd. Asraf Ansari

ORDER

1 By way of this order I shall dispose of the application moved by the defendant under Order 37 Rule 3(4) for grant of leave to defend and to contest the suit.

2. Arguments on the application have already been heard.

3. Briefly stated facts as per plaintiff are that the plaintiff filed suit for recovery of amount of Rs.7,50,000/- along with interest at the rate of 18% per annum u/O 37 of CPC. As per the plaintiff, defendant had taken loan from him and written contract/ agreement in this regard was entered between the parties in presence of witnesses. It is stated that sum of Rs.6,50,000/- was given to the defendant by way of loan agreements and amount of Rs.1,00,000/- was advanced as loan and the same was

transferred by the plaintiff into the account of the defendant. It is stated that defendant was friend of the plaintiff and he approached the plaintiff in the month of May 2018 for grant of loan of Rs.10,00,000/- to meet out his business and personal expenses. As per the plaintiff initially, he had shown his inability to grant such a huge amount as a loan. However, defendant convinced the plaintiff and stated that loan is required in instalments upto November, 2018. It is further stated that defendant assured the plaintiff at the time of taking loan that the same would be returned upto February, 2019. Thereafter, sum of Rs.4,50,000/- was given by way of cash in first week of August 2018, payable upto November 2018. Next, sum of Rs.2,00,000/- was given in first week of October 2018, payable by November 2018. On both the occasions defendant visited the premises of plaintiff at P-57, Pilangi Village, near Sarojni Nagar, Delhi and received the amount. The defendant also signed two loan agreements on 22.08.2018 in favour of plaintiff in presence of witnesses. Thereafter, in the first week of September 2018, defendant again approached the plaintiff for grant of loan of Rs.1,00,000/- which was advanced by transferring the said amount into the bank account of the defendant. It is further stated that thereafter in December 2018 and January 2019, plaintiff tried to contact the defendant on several occasions but he sought more time for repayment and thereafter, he started avoiding the plaintiff. Thereafter legal notice to the defendant in this regard was sent on 05.04.2019. Despite that, no payment was made by the defendant.

4. Defendant has moved one application for grant of leave to defend u/O 37 Rule 3 (4) of CPC. He stated that defendant and plaintiff were

friends since long time and he approached the plaintiff for loan of rupees Rs.1,00,000/- as he was facing financial crisis in his business in August 2018. It is further stated that on 22.08.2018 plaintiff visited the house of defendant and demanded his ID proof which was handed over to the plaintiff considering the relations. Plaintiff also shown some blank papers to the defendant and instructed the defendant that he will have to sign the blank papers on particular place where Mark X is mentioned. It is further argued that defendant being an illiterate person, and does not have knowledge of the consequences of signing the blank papers. However, as he was in urgent need of money, he signed those blank papers and affixed his thumb impression under the pressure of plaintiff. It is further stated that both the agreements were neither executed at the address of the plaintiff nor notarized as per law as defendant never visited any notary officer for execution of any such agreement. It is further stated that plaintiff transferred the amount of Rs.1,00,000/- in the bank account of defendant on 04.09.2018. It is further stated that defendant/ applicant thereafter paid in cash monthly instalments of Rs.6,167/- and he paid 24 instalments from October, 2018 to September, 2020 to the plaintiff and as such, whole loan amount, including interest has been paid back to the plaintiff and thus now he does not have any liability towards the plaintiff.

5. Arguments addressed on behalf of both the parties are taken into consideration. Record perused.

6. It is averred by the plaintiff in his plaint that he had given loan of Rs.4,50,000/- by way of cash in first week of August 2018, and loan of Rs.2,00,000/- was given in first week of October 2018. It is further

averred by the plaintiff that the defendant also signed two loan agreements on 22.08.2018 and sum of Rs. 1 lac was transferred in the account of defendant in the month of September. The defendant has denied the loan amount of Rs. 4.5 lacs and 2 lacs and contended that he had taken loan of Rs. 1 lac only which has already been repaid by him. It is further the contention of the defendant that the date of loan agreements itself shows that he was fraudently made to sign the loan agreements. No reason is given by the plaintiff for execution of two loan agreements on the same dates while the loan was allegedly advanced on different dates.

7. In conspectus of the facts of the present matter, the court is of considered opinion that the defendant has raised a triable issue and the matter needs evidence. In view of the same, the application is allowed. The defendant is directed to file written statement within 30 days from the date of this order with advance copy to the plaintiff.

*(Announced in the open Court
on 18.03.2026)*

(Meenu Kaushik)
District Judge-03
Patiala House Courts, New Delhi