

**IN THE COURT OF SHRI SANJAY SHARMA-I:
PRINCIPAL DISTRICT & SESSIONS JUDGE,
NORTH-EAST DISTRICT, KARKARDOOMA COURTS,
DELHI.**

CS No.72/2025
CNR No.DLNE01-000511-2025

Mohd. Rehman Shamsi
S/o Mohd. Shamsul Haq
R/o 9/3, Gali No. 8
Vijay Mohalla, Moujpur
North East, Delhi-110053

..... **Plaintiff**

Versus

Naeem Ahmad
S/o Mohd. Mukeem
R/o N-18/A, Gali No. 13
Brahampuri, Delhi – 110053

..... **Defendant**

<i>Date of institution of case</i>	:	<i>27.02.2025</i>
<i>Date of reserving judgment</i>	:	<i>27.02.2026</i>
<i>Date of decision</i>	:	<i>16.03.2026</i>

SUIT FOR RECOVERY OF Rs.3,46,000/- WITH INTEREST

JUDGMENT:

The present suit has been filed by Mohd. Rehman Shamsi (hereinafter referred to as plaintiff) against Naeem Ahmad (hereinafter referred to as defendant) seeking recovery of Rs.3,46,000/- along with interest @ 12% per annum.

2. The case of the plaintiff, in brief, is that he is a

businessman and had known the defendant since 2014 due to their social interactions and online business of defendant. Defendant used to visit the house of plaintiff frequently. It was averred that defendant approached him on 15.01.2023 seeking loan of Rs.2,80,000/- for his personal needs and business purposes. Having faith upon the defendant, plaintiff lent him a sum of Rs.2,80,000/- and an affidavit dated 17.01.2023 was executed vide which, defendant agreed to repay the said loan on or before 31st December 2023. As per the said affidavit, defendant agreed to pay Rs.6,000/- per month as compensation for the benefits derived from the loan amount which was to be paid w.e.f. February 2023. However, defendant failed to make payment of Rs.6,000/- per month as agreed and despite several attempts to contact defendant regarding repayment, defendant stopped responding and verbally abused him.

2.1 Plaintiff further averred that as on 31.12.2023, a total amount of Rs.3,46,000/- became due and payable by the defendant. Defendant refused to pay the amount due to the plaintiff despite service of legal notice and hence, the present suit was filed.

3. Summons for settlement of issues were served upon the defendant through publication and by way of affixation on 08.07.2025 as well as through whatsapp on 06.10.2025. Defendant failed to file written statement and was accordingly proceeded against ex-parte vide order dated 22.11.2025.

4. Affidavit of plaintiff was filed in ex-parte evidence as

Ex.PW1/A in which he proved following documents:

Copy of Ikrarnama/Agreement dated 17.01.2023
as Ex.PW1/1(OSR) (3 pages)

Copy of his Aadhar Card as Ex.PW1/2(OSR).

5. In his affidavit, plaintiff reiterated and reaffirmed the averments made in the plaint. Thereafter, vide order dated 07.02.2026, ex-parte PE was closed and case was fixed for ex-parte final arguments.

6. I have heard ex-parte final arguments of Sh.Utkarsh Atray and Ms.Chetali Sharma, Ld. Counsels for plaintiff. I have perused the pleadings and documents filed on record.

7. The plaintiff has claimed that he knew the defendant since 2014 through social interactions and online business and had developed close friendship with him. He further claimed that on 15.01.2023, defendant approached him seeking personal loan of Rs.2,80,000/- for personal needs and business purposes which he gave to defendant without any formal collateral. He further claimed that an agreement/affidavit was executed between them on 17.01.2023 detailing the terms of repayment and proved the said agreement/ikrarnama as Ex.PW1/1. He further claimed that defendant agreed to repay the loan on or before 31.12.2023 and also to pay Rs.6,000/- per month as compensation/profit sharing w.e.f. February 2023 which was an essential condition of loan ensuring that he would fulfill his financial obligation in time.

8. There is no cross examination of plaintiff on behalf of

defendant and hence, there is nothing on record to disbelieve his uncontested and unchallenged testimony. Thus, from the unrebutted testimony of plaintiff and from the documents placed on record i.e. the agreement/ikrarnama Ex.PW1/1, it stands proved that defendant took money from the plaintiff and agreed to repay the same on or before 31.12.2023 and further agreed to pay Rs.6,000/- as compensation to the plaintiff which the defendant failed to pay. Thus, he is entitled to receive a sum of Rs.3,46,000/- i.e. Rs.2,80,000/- loan amount and Rs.66,000/- compensation/profit sharing @ Rs.6,000/- for 11 months, from defendant along with interest.

9. In the plaint, plaintiff has claimed interest @ 12 % per annum w.e.f. February 2023 till realization. The plaintiff has claimed interest @ 12% per annum without any stipulation in respect of payment of interest. Even otherwise, there is no clause of interest in the agreement Ex.PW1/1. Hence, same appears to be unilateral and, thus, cannot be allowed. However, keeping in view the facts of the present case, interest @ 9% per annum from the date of filing of suit till realization of the decretal amount is allowed.

10. The present suit has been filed within limitation. This court has necessary pecuniary and territorial jurisdiction to decide the present suit. *Ad valorem* court fees has been paid by the plaintiff.

11. In view of above, the suit of the plaintiff is decreed in

his favour and against the defendant who is directed to pay to the plaintiff a sum of Rs.3,46,000/-. The plaintiff is also awarded interest @ 9% per annum from the date of filing of the suit till realization of the decretal amount.

Decree sheet be drawn accordingly.

Costs of the suit are also awarded to the plaintiff.

File be consigned to Record Room.

**Announced in the open Court
on 16th day of March 2026**

**(SANJAY SHARMA-I)
(PRINCIPAL DISTRICT & SESSIONS JUDGE)
NORTH EAST DISTRICT
KARKARDOOMA COURTS, DELHI**