

**IN THE COURT OF AASHISH GUPTA, DISTRICT JUDGE-01, NORTH
EAST, KARKARDOOMA COURTS: DELHI**

**CS No. 227/23
CNR No. DLNE01-002676-2023**

In the matter of :-

Smt. Meera Rani
W/o Sh. Alok Kumar Verma
R/o 73/32, Preet Vihar,
Jai Devi Nagar,
Meerut, UP.

At Present:-
F-305, Aura Chimera Society,
Raj Nagar Extn.,
Ghaziabad-201017
..... Plaintiff

Versus

Rozuddin @ Sahil
S/o Lt. Abdul Gani
R/o F-403, Gali No. 17,
Chand Bagh,
Mustafabad,
Delhi-110094
..... Defendant

Date of institution	:	31.08.2023
Arguments heard on	:	16.05.2026
Date of Judgment	:	02.06.2026

JUDGMENT

Plaintiff's Case

1. Plaintiff claims that her husband Alok Kumar Verma was having friendly terms with defendant and thus, a sum of Rs.3.5 lacs was transferred by her as friendly loan for six months to defendant

through banking channels on 04.09.2020. This was done at the instance of plaintiff's husband.

2. Plaintiff claims that despite expiry of the term of six months, the money was not repaid and this has caused financial loss and mental trauma to plaintiff.
3. Thus, plaintiff seeks (a) a sum of Rs.3.5 lacs as principle; (b) a sum of Rs.1.57 lacs as interest @ 15% per annum with effect from 04.09.2020 till 04.09.2023; and (c) Rs.1 lac as damages.

Defendant's Case:

4. Defendant admits that he received Rs.3.5 lacs in his bank account from plaintiff.
5. But, as per him, this money was not a friendly loan extended by plaintiff. He claims that defendant along with one Shoaib, Yaqoob Malik and plaintiff's husband namely Alok Kumar Verma had entered into a business venture whereby they together were running a goat farm. It is his case that on the occasion of *Bakrid*, the above money was transferred to his account at the instance of Alok Kumar Verma. **Eventually, some goats were purchased from Rajasthan by Shoaib, Yaqoob and Alok Kumar Verma; and plaintiff, at the instance of Alok Kumar Verma, transferred the sum of Rs.3.5 lacs through online/UPI channels to various people for the purposes of purchase of goats.**
6. It is his case that eventually the business went in loss and it was wound up. Thus, it is the case of defendant that the money

received in the account of plaintiff was never a loan transaction. The entire money was received as a business transaction and it was eventually transferred to various persons for the purchase of goats through online mode. The business went in loss and therefore, nothing is recoverable from defendant.

7. Based on pleadings of the parties, following issues were framed vide order dated 16.05.2024, which read as under:-

<i>Issue nos.</i>	<i>Issues</i>
(i)	<i>Whether the plaintiff is entitled for recovery of amount of Rs.5,07,000/- from the defendant, as prayed for ? OPP</i>
(ii)	<i>Whether the plaintiff is entitled to interest, if so, at what rate and for which period ? OPP</i>
(iii)	<i>Whether the plaintiff is entitled to a decree of Rs.1 lac as damages, as prayed for ? OPP</i>
(iv)	<i>Relief.</i>

8. Plaintiff led her evidence detailed below:-

Sl. No.	Particulars of witness(es)	Nature of witness(es)
1.	PW-1/Smt. Meera Rani.	Plaintiff herself. She reiterated her case by way of her affidavit in evidence Ex.PW1/A. She relied upon the following documents: 1. Copy of aadhar card [Ex.PW1/1 (OSR)]. 2. Copy of receipt of NEFT [Ex.PW1/2]. 3. Copy of bank statement of plaintiff [Ex.PW1/3]. 4. Copy of legal demand notice dated 07.10.2022, postal receipt, returned envelope [Ex.PW1/4 (colly.)]. 5. Copy of Whatsapp receiving [Ex.PW1/5]. 6. Certificate u/s 65B of Indian Evidence Act [Ex.PW1/6].
2.	PW-2/Alok Kumar Verma.	He is husband of plaintiff. He supported the case of plaintiff by way of his affidavit in evidence Ex.PW2/A. He relied upon the following documents: 1. Copy of his aadhar card [Ex.PW2/1 (OSR)]. 2. Copy of email sent to defendant [Ex.PW2/2]. 3. Certificate u/s 65B of Indian Evidence Act [Ex.PW2/3].
3.	PW-3/Sh. Anand Kumar.	He is summoned witness i.e. bank official. He proved the bank statement of joint saving account bearing no. 629501104691 in the name of Abdul Ghani and Rozuddin for the period 01.09.2020 to 30.09.2020 along with authorization letter from bank, certificate u/s 2A of Bankers Books of Evidence Act, 1891, affidavit u/s 65B of Indian Evidence Act [Ex.PW3/1 (colly.)].

9. Aforesaid witnesses were duly cross-examined by the counsel for the defendant. After plaintiff's evidence, defendant led his evidence detailed below:-

Sl. No.	Particulars of witness(es)	Nature of witness(es)
1.	DW1/Mr. Rozuddin@Sahil.	He is defendant. He reiterated his case by way of his affidavit in evidence Ex.DW1/A. He relied upon copy of bank statement for the period 01.09.2020 to 30.09.2020 [Ex.DW1/1].
2.	DW2/Sh. Shoaib Ali.	He is friend of defendant. He supported the case of defendant by way of his affidavit in evidence Ex.DW2/A.
3.	DW3/Mohd. Yaqoob	He is friend of defendant. He supported the case of defendant by way of his affidavit in evidence Ex.DW3/A.

10. Aforesaid witnesses were duly cross-examined by the counsel for plaintiff. Thereafter, DE was closed.
11. Final arguments heard. Record perused.
12. Based on the evidence led before this court, the issue-wise finding in the matter is as under:

Issue no. (i) & (ii)

- (i) *Whether the plaintiff is entitled for recovery of amount of Rs.5,07,000/- from the defendant, as prayed for ? OPP*
- (ii) *Whether the plaintiff is entitled to interest, if so, at what rate and for which period ? OPP*

13. I may note that while framing of issues, issue no. (i) has been framed to include the sum calculated by the plaintiff towards damages also [covered under issue no. (iii)]. Thus, issue no. (i) is amended to read the principle amount i.e. Rs.3.5 lacs only. This means that issue no. (i) shall be read as follows:

Issue no. (i): *Whether the plaintiff is entitled for recovery of amount of Rs.3.5 lacs from the defendant, as prayed for ? OPP*

14. I propose to deal with the aforesaid issues together being inter-connected.
15. Defendant has admitted the receipt of Rs.3.5 lacs in his written statement from plaintiff. In this regard, reference can be had to para 4 of the written statement of defendant under the heading 'Parawise Reply' wherein defendant has stated that "Alok Verma transferred Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand) through NEFT from his wife's account (plaintiff) to the defendant account and requested defendant that whenever Alok Verma tell defendant that he need money or want to transfer money to someone's account, he will call defendant for the money. Further, as per Alok Verma instruction defendant transferred the said money i.e. Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand) through online (UPI) to the people from whom Alok Verma had purchased the goats, the Shoaib, Yaqoob Malik and Arif are witness about the said transactions made by the defendant."
16. Thus, there is no dispute before this court that defendant actually received Rs.3.5 lacs from the plaintiff.
17. Now, the only point of controversy is (a) whether the above money was transferred as a loan or as a business transaction?; (b) whether parties have been able to discharge the fact of loan or business transaction as claimed by them.
18. Counsel for the plaintiff argued that testimony of PW-1/plaintiff and PW-2/Alok Kumar Verma is sufficient to show that the

transaction between the parties was a loan transaction. It was further argued that there are multiple contradictions in the testimony of defence witnesses/DW-1 to DW-3 which would falsify the claim of the defendant that the money paid was actually a loan transaction.

19. On the other hand, counsel for defendant argued that the testimony of defence witnesses would clearly show that plaintiff's husband Alok Kumar Verma had a business relationship with defendant and the sum of Rs.3.5 lacs was initially given in pursuance thereto; and eventually the said money was transferred to various individuals (goat sellers) at the instance of Alok Verma.
20. On a close analysis of the evidence on record, in my humble opinion, the scales of probability have tilted in favour of the plaintiff. It is more probable from the record that the money admittedly received by defendant was a loan transaction and was not a business transaction. The reasons of arriving at the said finding shall be evident in a short while.
21. It is pertinent to note that there is no dispute between the parties that Alok Kumar Verma and defendant knew each other. Both the parties are in agreement on this aspect. Now, PW-1/plaintiff and PW-2/Alok Kumar Verma stepped in the witness box to assert that the sum of Rs.3.5 lacs was transferred to defendant as a friendly loan. Nothing has come in the cross-examination of either of the said two witnesses to disbelieve the said assertion. The testimony of both the said witnesses has stood the test of cross-examination and they have maintained the assertion that the money given to

the defendant was only a loan transaction.

22. This would discharge the initial onus placed on the plaintiff that the transaction was a loan transaction. This onus could have been shifted back or repelled by the defendant by showing to the contrary. *He has asserted before this court that he, one Shoaib, one Yaqoob Malik and plaintiff's husband/Alok Kumar Verma were business partners and in pursuance thereto a sum of Rs.3.5 lacs was transferred into his account on the occasion of Bakrid.*
23. Admittedly, *Bakrid* festival was celebrated on 1st August in the year 2020. The transaction was done on 04.09.2020.
24. If the transaction was for the purpose of purchasing goats on the occasion of *Bakrid*, why was the money transferred after the festival had already passed? No cogent answer in this regard was offered.
25. Again, it may be recalled that as per defendant, he transferred the entire sum of Rs.3.5 lacs to various individuals through online (UPI channels) at the instance of Alok Kumar Verma. The statement of account of defendant was led in evidence before this court Ex.PW3/1. The same is a joint account of defendant and as per the said statement starting from 01.09.2020 till 30.09.2020 multiple transactions are recorded therein. But, neither in the evidence led by defendant nor during arguments, any specific transaction was pointed out to be the UPI transaction through which defendant transferred money to the goat sellers at the instance of Alok Kumar Verma. It was the specific case of the defendant that the money received by him was transferred to

various goat sellers at the instance of Alok Kumar Verma through UPI mode. If the same was true, it was incumbent upon the defendant to demonstrate from his account statement the said fact. Save and except his bald and oral assertion in this regard, no transaction (as reflected in Ex.PW3/1) was claimed by the defendant to be the UPI transaction through which money was being paid by him to the goat sellers.

26. I may note that neither in the pleadings of the defendant nor in his affidavit in evidence Ex.DW1/A, defendant specified any specific transaction to prove the above fact. The other two witnesses of the defendant namely Shoaib Ali/DW-2 and Mohd. Yaqoob/DW-3 also do not specify any specific transaction which may be corroborated from the bank statement noted above. Thus, the assertion of the defendant qua money received from plaintiff was paid to any goat sellers at the instance of plaintiff's husband is not borne out from the documentary evidence i.e. defendant's own bank statement.
27. Yet again, there are multiple contradictions in the testimony of defence witnesses which further weakens the defence set up by the defendant.
28. *As per the pleaded case of defendant, it was Alok Verma, Shoaib and Yaqoob who went to purchase goats from Rajasthan on the occasion of Bakrid.* But, on this aspect, each of the three witnesses of the defendant i.e. DW-1 to DW-3 contradict each other. While DW-1 claims that Shoaib Ali, Yaqoob and Alok Verma went to purchase goats before Bakrid; DW-2/Shoaib Ali

claims that Alok Verma, defendant and one Babloo went for the said purchase; and DW-3/Mohd. Yaqoob claims that he, Alok Verma and defendant went for the said purchase.

29. The name of Babloo taken by DW-2 is not even pleaded by the defendant in his written statement. His name also does not find mention in the evidence of any of the defence witnesses.
30. Again, on one hand, defendant claims that he never went for purchase of goats to Rajasthan, his two other defence witnesses i.e. DW-2 and DW-3 name him as the person who also went for the purchase.
31. This raises a long shadow of doubt about the authenticity of the facts being stated by the three defence witnesses.
32. The matter does not rest here. It is pertinent to note that DW-2 in his examination-in-chief Ex.DW2/A specifically asserts that he is aware about the transfer of Rs.3.5 lacs into defendant's account; and its eventual transfer to goat sellers through UPI transaction. But, during his cross-examination on 12.02.2026, he resiles from his said claim and eventually claims that the money taken by defendant was purportedly returned by defendant to plaintiff, in cash. The relevant portion of the said cross-examination reads as under:

5. *It is wrong to suggest that those persons never to Rajasthan for purchase of goats. **I have no knowledge regarding any bank statement or online transaction proof regarding transfer of Rs.3.5 lacs into the account of goat sellers.** I have no knowledge of the fact whether we filed any document on record regarding the name, addresses or bank details of alleged goat sellers. I do not have any knowledge as to the exact date of dealing of purchase of goats.*

6. *I have no knowledge about filing of any receipt of purchase of goats*

or transportation thereof from Rajasthan to Delhi/UP. I have no knowledge whether defendant had repaid the Rs.3.5 lacs to plaintiff. It is correct that there is no litigation pending regarding partnership/business dispute between me, Alok Verma, Babloo, Yakub and defendant.

*7. It is correct that I along with defendant never issued any legal notice regarding losses/business dispute to husband of plaintiff/Alok Verma. It is wrong to suggest that I have concocted false story of goat farm business. It is wrong to suggest that Rs.3.5 lacs was a friendly loan given by the plaintiff to defendant or that said money was not returned by defendant to plaintiff till date. **Vol. The said money was returned back by defendant to plaintiff in cash after six months. Again said- said money was returned back by defendant to plaintiff in cash after one month.***

(emphasis supplied)

33. A bare perusal of the above cross-examination shows that DW-2 effectively resiles from his earlier stand and thus, casts a long shadow of doubt on his credibility.
34. Further still, it has come in the cross-examination of each of the defence witnesses that there is no documentary trail qua the goat business purportedly being run in partnership interse Alok Verma, defendant, Yaqoob and Shoaib Ali. Neither there is any GST registration, trade license, any profit/loss statement or any rent agreement to suggest that any such business was actually started between the parties.
35. Even though, defendant claims that he purportedly invested money in the said business, he does not specify the amount invested, the share of other partners, the period for which the said business was run, or when the same was actually wound up and how the accounts between the parties were settled.
36. If I take a holistic view of the entire evidence, except for the oral assertion of the defendant that he had a business relationship with plaintiff's husband, there is little evidence to support the said

assertion. His claim that he expended the amount of Rs.3.5 lacs in pursuance to the said business relationship through UPI channels is unsupported from any documentary evidence. Thus, it cannot be said that defendant has been able to probablize his defence qua the business transaction claimed by him.

37. Thus, the onus which came to the defendant's shoulders have never been shifted or reversed. If the case is tested on the touchstone of probability, it is more probable that defendant received money from the plaintiff on account of his friendly relations with plaintiff's husband Alok Kumar Verma. Receipt of money is admitted. Defendant failed to prove that this money was expended at the instance of Alok Kumar Verma.
38. Thus, the burden of proof has been discharged by the plaintiff qua the issues under consideration.
39. Thus, plaintiff is entitled to recover the principle sum of Rs.3.5 lacs from the defendant.
40. Plaintiff has also demanded interest @15% per annum with effect from 04.09.2020 (date of loan) till realization. Not only the said interest rate is highly exaggerated, there is no evidence on record to show that the said rate was actually agreed qua the loan.
41. Thus, at best, plaintiff can be awarded some interest with effect from date of filing of suit till realization. Interest of justice shall be served if plaintiff is awarded 2.5% simple interest with effect from filing of the present suit till realization.
42. Both the issues under consideration are decided accordingly.

Issue no. (iii)

(iii) Whether the plaintiff is entitled to a decree of Rs.1 lac as damages, as prayed for ? OPP

43. Plaintiff has prayed for a sum of Rs.1 lac as damages. There is no evidence to show that plaintiff suffered any special damage on account of default of defendant. Thus, this issue is decided against the plaintiff.

Relief

44. In view of the findings returned above, plaintiff is held entitled to recovery of Rs.3.5 lacs with simple interest @ 2.5% per annum from the date of filing of this suit till realization.
45. Plaintiff is also awarded costs of the present suit.
46. Let a decree sheet be prepared accordingly.

**Announced in the open court
on 02.06.2026**

**Aashish Gupta
District Judge-01, North-East
KKD Courts, Delhi**