

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

In the matter of

**RCA DJ No. 45/25
CNR No. DLNE010029112025**

Ravinder Kumar Jain
S/o Sh. G.M. Jain
R/o X-152/25, Gali No. 6,
Brhampuri, Delhi – 110053

..... Appellant

versus

1. Umesh Kumar
S/o Sh. Ravinder Singh

2. Pooja
W/o Sh. Umesh Kumar

Both R/o 17/124, First Floor,
Gali No. 3, Anand Parbat,
Than Singh Nagar, Karol Bagh,
Delhi - 110005

..... Respondents

Date of institution : 27.09.2025
Reserved on : 31.01.2026
Date of Decision : 14.03.2026

AND

**RCA 57/25
CNR No. DLNE010033482025**

1. Shri Umesh Kumar,
S/o Ravinder Nath,

..... Appellants

R/o 17/124, First Floor, Gali No. 3,
Anand Parbat, Than Singh Nagar,
Karol Bagh, Delhi-110005

2. Smt. Pooja,
W/o Umesh Kumar
R/o 17/124, First Floor, Gali No. 3,
Anand Parbat, Than Singh Nagar,
Karol Bagh, Delhi-110005.

versus

Shri Ravinder Kumar Jain,
S/o Sh. G. M. Jain,
R/o X-152/25,
Brahmpuri, Near Shiv Mandir,
Delhi-110053.

ALSO AT:-

Suraj Transport Roadways Private Limited,
Shri Ravinder Kumar Jain, Godown Incharge,
Situated at:- 5082/95, Roshanara Road,
Roshanara Garden, Shakti Nagar,
Delhi-110007

ALSO AT:-

Suraj Transport Roadways Private Limited,
Shri Ravinder Kumar Jain, Godown Incharge,
Situated at:- 316, Old Rohtak Road,
Railway Colony, Daya Basti,
New Delhi-110035

..... Respondent

Date of institution : 11.11.2025
Reserved on : 31.01.2026
Date of Decision : 14.03.2026

JUDGMENT

1. These are two cross first appeals arising from the same impugned judgment and decree dated 26.08.2025 passed by Ld. Civil Judge in Civil Suit No. 55/22 (hereinafter referred as the '**impugned judgment/decree**').
2. Vide the said judgment, the Ld. Trial Court partly decreed the suit of the plaintiffs for a sum of Rs. 1,58,000/- with simple interest @ 8% per annum from the date of filing of suit till realization.
3. While RCA No. 45/25 has been filed by defendant; RCA No. 57/25 has been preferred by the plaintiffs.
4. For the sake of convenience, parties shall be referred to by the nomenclature used in the Ld. Trial Court.
5. Plaintiffs had sued the defendant for recovery of money claiming that they gave a total amount of Rs. 2,75,400/- as friendly loan (with Rs. 26,200/- given till December 2020; and Rs. 2,49,200/- given from January 2021 to July 2021). A tabulation of the said advances is made in para 5 of the plaint which is also recorded in para 2 of the impugned judgment and reads as under:-

S.No	From Transfer	Date	Amount	Transferred to Bank Name
1.	Umesh Kumar Sharma to Ravinder Jain (SBI A/c 20018647824)	10.10.2020	Rs. 13,000/-	State Bank of India
2.	Barcode solution to Ravinder Jain (SBI A/c 38705350691).	26.10.2020	Rs. 13,200/-	State Bank of India
3.	Ravinder Jain to Umesh Kumar Retail Plus Software Solution (Punjab and Sind Bank)	08.12.2020	Rs. 73,050/-	Axis Bank 918020017230924
4.	Barcode Solution to Ravinder Jain (SBI A/c 38705350691)	26.01.2020	Rs. 13,600/-	State Bank of India
5.	Barcode Solution to Ravinder Jain (SBI A/c 38705350691)	23.02.2021	Rs. 38,000/-	State Bank of India
6.	Umesh Kumar to Ravinder Jain (SBI A/c 20018647824)	04.03.2021	Rs. 13,700/-	State Bank of India.
7.	Umesh Kumar to Ravinder Jain (SBI A/c 20018647824)	07.04.2021	Rs. 63,900/-	Punjab and Sindh Bank
8.	Retail Plus to Ravinder Jain (Axis Bank 918020017230924)	24.04.2021	Rs. 39,000/-	Punjab and Sindh Bank.
9.	Retail Plus Software Solution to Ravinder Jain (Axis Bank 918020017230924)	25.06.2021	Rs. 40,000/-	Punjab and Sindh Bank
10	Retail Plus to Ravinder Jain (Axis Bank 918020017230924)	25.07.2021	Rs. 41,000/-	Punjab and Sindh Bank

6. Plaintiffs claim that out of the said sum, defendant returned part amount of Rs. 73,050/- (reflected at S.No. 3 of the above tabulation).

7. Thus, they sued the defendant for the balance amount of Rs. 2,02,350/-.

8. Defendant resisted the suit claiming that he gave a cash loan of Rs. 2,50,000/- to plaintiff in the month of August 2020. As per him, he also gave a further loan of Rs. 73,050/- on 05.12.2021. Thus, it is his claim that he gave a total amount of Rs. 3,23,050/- to plaintiff and out of the said amount, he has been returned back an amount of Rs. 2,75,400/- by plaintiffs. It is pertinent to note that defendant does not specify in his written statement as to which of the two plaintiffs the said cash loan of Rs. 2.5 lac was given by him. I shall come back to this aspect of the matter in a little while.
9. At this stage, I may note that while plaintiffs have claimed in the plaint that they gave a total loan of Rs. 2,75,400/-, as per defendant, the same amount i.e. Rs. 2,75,400/- is actually the amount which was returned back to him in lieu of the purported loan given by him to plaintiff (without specifying which of the two plaintiff took money from him). I shall also come back to this aspect of the matter in a little while.
10. Now, the Ld. Trial Court, vide the impugned judgment partly decreed the suit of the plaintiffs by allowing part claim to the extent of Rs. 1,58,000/-. The same is premised on the ground that plaintiffs could prove their claim only to the said extent.
11. Aggrieved by the said judgment, both the parties before the Trial Court are in cross appeals before this Court.

Contention of parties in plaintiffs' appeal i.e. RCA No. 57/25

12. Counsel for plaintiffs argued that the Ld. Trial Court erred in overlooking the clear admission of defendant made during his cross-examination on 16.07.2025 wherein he admitted to have received a total amount of Rs. 2,75,400/- from plaintiffs (as contained in the legal notice served on defendant Ex. PW1/5). It was submitted that during the said cross-examination, defendant admitted that the amounts mentioned in the said legal notice (which comes to Rs. 2,75,400/-), was admitted to have been received by defendant from plaintiffs.

13. Again, Counsel pointed that during trial, on 17.04.2025, a statement of Counsel for the defendant was recorded wherein all the bank statements of the plaintiffs (three in number) were admitted by Counsel for defendant by claiming that **the defendant is not disputing the transactions shown in the said bank statements.**

14. It was pointed out that thus, the said bank statements were duly proved on record as admitted documents. But, despite the above, the Ld. Trial Court has wrongly held that one of the said bank statements pertaining to account No. 20018647824 Ex. PW1/2 **as not proved**. It is submitted that even though the said statement was earlier objected to by the Counsel for defendant, eventually, vide statement dated 17.04.2025, the said statement and the

entries therein were admitted and therefore, plaintiff did not summon the concerned bank witness to prove the said statement.

15. Counsel argued that once the entire claim of the plaintiffs was admitted during cross-examination of defendant and once the said statement Ex. PW1/2 was admitted on behalf of defendant, the Ld. Trial Court erred in refusing to award the amount covered in the said statement. Counsel argued that of the total admitted amount of Rs. 2,75,400/-, plaintiffs admitted that they received a sum of Rs. 73,050/- from defendant and thus, they were entitled to entire claim amount of Rs. 2,02,350/-. It is his contention that thus, the impugned judgment/decreed should be modified to award the entire claim amount with interest.

16. In response to the said appeal, Counsel for defendant argued that the amount awarded to plaintiffs should be reduced by Rs. 73,050/- as this amount was admittedly paid by defendant to plaintiffs and therefore, at best, plaintiffs are entitled to Rs. 84,950/- only.

17. Counsel for defendant sought to rely upon the grounds taken in the appeal filed by the defendant i.e. RCA No. 45/25 in support of his contention above and prayed for dismissal of this appeal.

Contention of parties in defendant's appeal RCA No. 45/25

18. Counsel for defendant has premised the present appeal on the sole ground that as per the pleaded case of the plaintiffs before the Trial Court, plaintiffs had received a sum of Rs. 73,050/- from the defendant and thus, in the awarded amount of Rs. 1,58,000/-, the said sum should have been set off and only a decree to the extent of Rs. 84,950/- could only have been passed against the defendant. Thus, defendant seeks modification of the impugned judgment and decree to that extent.

19. In response to this contention, Counsel for plaintiff sought to rely upon the contentions already noted above and he prayed for dismissal of this appeal.

20. Based on the above contentions, the only point which arises for consideration in these appeals is whether there is any error in the appreciation of the evidence of the parties by Ld. Trial Court?

Analyses and findings

21. In my humble opinion, the Ld. Trial Court committed an error of fact while holding that one of the bank statements given Ex.PW1/2 was not proved on record. As per the statement of Counsel for defendant dated 17.04.2025, defendant, through Counsel submitted that **Defendant is not disputing the transactions which are shown in the**

bank statements produced by the plaintiff bearing account numbers 20018647824 (SBI Bank), 38705350691 (SBI Bank) and 918020017230924 (Axis Bank).

22.The bank statement pertaining to account No. 20018647824 referred in the statement noted above dated 17.04.2025 is the bank statement Ex. PW1/2. Once the Counsel for the defendant, on his behalf gave a written statement before the Court that defendant is not disputing the transactions shown in the said statement, the said statement stood admitted and it was on that count that plaintiff held back from calling any witness from the concerned bank to prove the said statement.

23.In fact, the fact that defendant is not disputing the said statement is even recorded in the Trial Court order-sheet dated 17.04.2025. Thus, the Ld. Trial Court committed a factual error while holding that the said statement Ex.PW1/2 was not proved on record and thereafter, wrongly held that the money transferred from the said account to defendant cannot be awarded to the plaintiffs as the said transactions were not proved.

24.As per the tabulation noted during the narration of facts, the entry No. 1 and entry No. 7 pertain to the said bank account and Ld. Trial Court, in my humble opinion,

should have considered the said entries also while deciding the case.

25. Even otherwise, as per the own admission of the defendant (during his cross-examination dated 16.07.2025 as DW-1), he admitted to have received a total sum of Rs. 2,75,400/- from the plaintiffs. During his said cross-examination, he answered that “that it is correct that the quantum of money mentioned in the tabular form at page No. 2 of notice Ex.PW1/5 has been paid by plaintiffs to me”. The said legal notice Ex.PW1/5 was sent by defendant himself to counsel for plaintiffs. Thus, defendant himself admitted that he received a total amount of Rs. 2,75,400/- from the plaintiffs.

26. Even otherwise, as per the defendant’s own case (see para 2 of the written statement under the heading ‘preliminary objections’ read with para 2 of defendant’s affidavit in evidence Ex. DW1/A), he has admitted that he received Rs. 2,75,400/- from the plaintiffs. This is the exact amount set up by the plaintiffs as the amount given by them to defendant.

27. In other words, defendant admitted the case of the plaintiffs to the extent that he received Rs. 2,75,400/- from the plaintiffs. Thus, once this fact was admitted, there was no occasion for the Ld. Trial Court to insist on

proving the account statement Ex.PW1/2 and the only question that remained was whether plaintiffs are entitled to return of any money or not.

28. Now, it may be recalled that plaintiffs admit that out of the total amount of Rs. 2,75,400/- given to the defendant, they received back a sum of Rs. 73,050/-. This is again admitted by the defendant in his written statement and affidavit in evidence.

29. This shall mean that now the dispute between the parties would restrict to only Rs. 2,02,350/-.

30. Once the plaintiffs had shown on record that they gave Rs. 2,75,400/- to defendant (which he admitted); and they also admitted receipt of Rs. 73,050/- from defendant, now, it was defendant's onus to show why he is not liable to repay the said money to plaintiffs.

31. It may be recalled that defendant had set up a defence that it was actually he who gave a cash loan of Rs. 2.5 lac to an unspecified plaintiff in August 2020 and a further sum of Rs. 73,050/- on 05.12.2021. He then claimed that the amount returned back to him i.e. Rs. 2,75,400/- was towards the repayment of the said amounts and he is still liable to receive Rs. 47,650/- from the plaintiff.

32.The said claim of the defendant was not believed by the Ld. Trial Court. The Ld. Trial Court held that defendant failed to prove the cash payment of Rs. 2.5 lac to plaintiffs as there is neither any withdrawal from his account nor any receiving by plaintiffs; and no witness to the transaction is even cited.

33.It is pertinent to note that defendant has not challenged the said finding of the Ld. Trial Court in his appeal. His appeal is only limited to the ground that the Ld. Trial Court did not offset the admitted amount of Rs. 73,050/- while deciding the case in question. No ground is laid in the appeal arguing that the Ld. Trial Court had wrongly returned the said finding (see finding of issue No. 2 decided against the defendant).

34.Under Order 41 Rule 2 CPC, it is laid that an appellant shall not be allowed to urge or be heard in support of any ground of objection not set forth in the memorandum of appeal. Once the defendant has not laid any ground disputing the said finding of the Ld. Trial Court, it has to be taken that defendant has conceded the said finding against him.

35.Even otherwise, I am in complete agreement with the said finding of the Ld. Trial Court. The defence of the defendant that **plaintiff took loan of Rs. 2,50,000/- in cash**

from defendant in the month of August 2020, is bald and vague.

36. Admittedly, there are two plaintiffs before this Court and they jointly claim to have transferred various amounts to defendant as loan on various dates (as tabulated in table noted above). In contrast, defendant does not specify as to out of the said two plaintiffs, which one of them was given the alleged loan amount of Rs. 2.5 lac. Admittedly, there is neither any witness cited to the said transaction nor is there any documentary money trail by way of any account transfer/withdrawal or any written receipt or agreement evidencing the said transaction between defendant and plaintiffs.

37. Admittedly, defendant never sought the return of the alleged balance amount of Rs. 47,650/- from either of the plaintiffs either by filing any case or by preferring any other legal proceedings. Even in the suit in question, he never preferred any counter claim. If he was the actual lender and an amount of Rs. 47,650/- was due to him, he would have specified the name of the person (out of the two plaintiffs) from whom the said money is due. He would also have either filed an independent case or would have preferred a counter claim qua the said money. His omission to do so shows that his assertion of cash loan to

the tune of Rs. 2.5 lac is essentially an after thought so as to somehow prevent payment to the plaintiffs qua the money admittedly received by him.

38. During the course of arguments, counsel for the defendant argued that plaintiff has not disputed the cash loan of Rs. 2.5 lac claimed in the written statement and affidavit in evidence Ex.DW1/A while cross-examining the defendant. In my humble opinion, the same cannot cut much ice or help the defendant in any manner in as much as a vague and bald statement of the defendant cannot discharge the onus to establish on record that defendant actually paid the said amount to the plaintiffs. As already noted, defendant does not even specify the person to whom he gave the amount of Rs. 2.5 lac out of the two plaintiffs and simply referred to them in singular as 'plaintiff'. In my humble opinion, such bald statement of the plaintiff is not sufficient to discharge the burden to prove the fact that defendant actually gave said money as loan to plaintiffs.

39. Even otherwise, I may note that this contention does not form ground of appeal in the appeal preferred by defendant. He does not say in his appeal that the amount of Rs. 2.5 lac as loan amount has not been questioned by the plaintiffs during the cross-examination of defendant

as DW-1. No leave in this regard was sought by the defendant during arguments of defendant's appeal and thus, in light of Order 41 Rule 2 CPC, defendant cannot be allowed to argue the said ground.

40. In my humble opinion, once the plaintiffs had proved that they have paid the defendant an amount of Rs. 2,02,350/- (after offsetting for the part return of Rs. 73,050/-), it was for the defendant to show how he is not entitled to return the said money to plaintiffs. His evidence is shallow at best and is not sufficient to shift back the onus on the plaintiffs.

41. Thus, in my humble opinion, the Ld. Trial Court should have awarded the entire claim amount i.e. Rs. 2,02,350/- to the plaintiffs.

42. Thus, to that extent whereby the Ld. Trial Court only awarded Rs. 1,58,000/- to the plaintiffs instead of above noted claimed amount, the impugned judgment/decreed needs modification.

43. Accordingly, plaintiff's appeal i.e. RCA No. 57/25 is allowed. Plaintiffs are held entitled to amount of Rs. 2,02,350/- from defendant. The Trial Court had awarded simple interest @ 8% per annum from the date of filing till realization. The same appears to be reasonable and thus, on the above awarded amount, plaintiffs shall be

entitled to the same interest from filing of suit till realization.

44. Consequently, defendant's appeal i.e. RCA No. 45/25 is liable to fail. It is dismissed.

45. Let a decree sheet be prepared.

46. Copy of this judgment and decree sheet be placed in each of the appeal files. Copy of this judgment and decree sheet be sent to Ld. Trial Court for necessary information.

47. Before parting, I may note that in RCA No. 45/25, defendant had placed on record two demand drafts of Rs. 55,500/- each favouring the plaintiffs. Let the said demand drafts be released to the plaintiffs as part decretal amount and a noting to this effect be also made on the decree sheet to be prepared.

**Announced in the
open Court on 14.03.2026**

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