IN THE COURT OF ANIL KUMAR, CIVIL JUDGE,
(JUNIOR DIVISION), FARIDABAD. (UID No. HR-0524)

HRFB020037172022

CIS No. CS-2496-2022
CNR No. HRFB02-003717-2022

Presented on : 31-05-2022
Registered on : 31-05-2022
Decided on : 17-01-2026

Duration : 3 years, 7 months, 17 days

Ravi Kant son of Sh. Krishna Kumar, R/o 5-A, Kingdom Court Apartment, Chelikare Kalyan Nagar, Bangaluru, Karnataka-560043.

...Plaintiff

VERSUS

1. Gaurav Chandana son of Sh. Chandrabhan, R/o House No.713, Sector-55, Faridabad, District Faridabad-121005.
2. Ambati Yugander Kumar
3. Subhash Nanduri
4. Archit Jain
5. Kamaljeet

(defendants No.2 to 5 service through defendant No.1)

... Defendants

SUIT FOR RECOVERY OF Rs.15,95,023/- ALONGWITH INTEREST @ 18 % P.A. FORM ITS DUE, PENDENT-LITE AND FUTURE INTEREST TILL ITS REALIZATION

Present: Ms. Sewika Kumari, Advocate for the plaintiff
Defendant No.1 exparte v.o.d. 10.07.2023
Defendants No.2 to 5 exparte v.o.d. 30.05.2024.

JUDGMENT:-

Plaintiff has filed the present suit to pass a decree for recovery of the amount of Rs. 15,95,023/-along with interest @ 18% p.a. from its due, pendent-lite

Anil Kumar
CJ(JD)/Faridabad
17.01.2026, HR00524.

and future interest till its realization with costs, charges and incidental expenses incurred on the suit in favour of the plaintiff and against the defendants. Pass such other/further orders as may be deemed fit and proper on the facts and in the circumstances of the case.

2. Facts in brief of the case are that the defendant No. 1 and the plaintiff are well known to each other and were introduced to each other through a common friend, Ms. Nidhi Singh. The defendant No. 1 and the plaintiff started calling each other and the defendant No. 1 has won the faith of the plaintiff. In the year 2016, the defendant No. 1 approached the plaintiff for financial assistance of Rs. 8,00,000/- but the plaintiff was not in position to fulfill such a demand, but the defendant No. 1 constantly contacted the plaintiff and requested the plaintiff for the financial help but the plaintiff was not in the position to help the defendant No. 1. At last, the defendant No. 1 again requested the plaintiff to avail loan for the defendant No. 1 with an assurance that he would make entire loan expenses and also make the EMis of the said loan on time without any delay. On assurance of the defendant No. 1, the plaintiff became ready for the same and had applied for loan of Rs. 8,00,000/-with ICICI Bank Limited and same was approved and the said bank disbursed the said loan amount in the bank account of the plaintiff on 03-10-2016 for Rs. 7,98,851/- and accordingly, the plaintiff transferred the said amount in the bank account of the defendant No. 1

bearing No. 913010027825015 through NEFT. The EM of the said loan was fixed @ Rs. 18,345/- for 60 months and the defendant No. 1 deposited the said EMIs up to April 2018. In the month of May 2018, the defendant No. 1 again requested the plaintiff for more loan but the plaintiff showed his inability, but the defendant No. 1 constantly requested the plaintiff on his own as well as through common friend. Due to said assurance and request by the defendant No.1, and also because of his promise to close this loan soon, the plaintiff applied for BT Loan in HDFC Bank Limited and the said Bank sanctioned the loan of Rs. 14,50,000/- due to good CIBIL record of the plaintiff. After sanctioning the said loan, the balance loan amount of ICICI Bank Limited got cleared from the above said loan amount of Rs. 14,50,000/- and balance amount of Rs.7,53,000/- was credited by said HDFC Bank Limited in bank account of the plaintiff and the plaintiff duly informed the defendant No. 1 in this regard. The defendant No. 1 requested the plaintiff to transfer the amount in the bank accounts of his friends i.e. defendants No.2 to 5, the details of said friends were provided by the defendant No. 1 to the plaintiff. Accordingly, the plaintiff transferred the amount in different accounts as per details provided by the defendant No.1, as under:-

a) Rs. 1,00,000/- in account bearing No. 31178307050 in the name of Mr. Ambati Yugander Kumar/defendant No. 2 on 22-05-2018.

b) Rs. 1,00,000/- in account bearing No. 31178307050 in the name of Mr. Ambati Yugander Kumar/defendant No. 2 on 22-05-2018.

c) Rs. 1,00,000/- in account bearing No. 31178307050 in the name of Mr. Ambati Yugander Kumar/defendant No. 2 on 22-05-2018.

d) Rs. 1,00,000/- in account bearing No. 05451410386776 in the name of Mr. Subhash Nanduri//defendant No. 3 on 22-05-2018 .

e) Rs. 2,04,000/- in account bearing No. 913010027825015 which belongs to the defendant No. 1 on 22-05-2018.

f) Rs. 1,00,000/- in account bearing No. 201001345996 in the name of Mr. Archit Jain/defendant No. 4 on 22-05-2018.

g) Rs. 30,000/- in account bearing No. 23311740001350 in the name of Kamaljeet/defendant No. 5 on 22-05-2018. Statement of bank account showing the payment transferred in the accounts of defendants as well as ICICI Bank (foreclosure of first loan) is enclosed herewith.

The total amount of Rs. 7,34,000/- was transferred in the above-said account numbers on the request of the defendant No. 1 and demand and Rs. 19,000/- was paid as the May EMI of the previous loan the defendant No. 1 started paying EMis of the aforesaid loan of Rs. 14,50,000/- @ Rs. 31,809/- per month from July 2018 to August 2019. However, due to above-said conduct and offer to close this loan of defendant No. 1, if he can get around Rs. 55,000 more, the plaintiff also transferred a sum of Rs.55,580/- in favor of the defendant No. 1 in March 2019. After August 2019, the defendant No. 1 became a defaulter in paying the EMls of the said loan and when the plaintiff came to know about his illegal act, then the plaintiff approached the defendant No. 1, and requested to clear the overdue and to continue to pay the remaining EMis, but the defendant No. 1 did not pay the same. The plaintiff tried his level best and requested the defendant No. 1 but of no use. In this way, the defendants are jointly liable to pay a total sum of Rs. 15, 95, 023/- which will be required to close off the remaining loan and also includes previous dues that have not been paid. Above this, the plaintiff would like to impose a penalty/interest of Rs. 5L, as because of this situation the plaintiff has been under immense financial burden. The plaintiff had to take other loans in order to adjust with the financial burden. Also, the plaintiff has been living with his brother in a rented house and it was becoming difficult to live in a rented house with more members. The plaintiff had plans to buy a house, however due to this financial burden that came upon him he is still forced to live in a small rented house with his brother and has been going through a lot of mental pressure. The plaintiff sent a legal notice on 22-04-2022 through his counsel to the defendant No. 1 by registered post requesting the defendant No. 1 to make the payment of the outstanding amount with interest. After receipt of the legal notice, the defendant No. 1 neither replied the same nor made the payment till date and it is crystal clear that the sole motive of the defendants to usurp the aforesaid amount of the plaintiff. In view of the above facts and circumstances, the defendant failure and avoidance to pay outstanding dues to the plaintiff inspite of acknowledgement of the debt and request and demands on behalf of the plaintiff, the plaintiff is left with no other alternative but to institute the present suit for recovery thereof alongwith interest from its due, pendent-lite and future interest till its realization with entire costs of the suit. Hence, this suit. The cause of action for filing the present suit accrued in favour of the plaintiff and against the defendant firstly when the defendant no. 1 became irregular in making the EMIs of loan which was availed by the plaintiff for the defendant and paid the same to the defendant No. 1 and other defendants as well as ICICI Bank. The cause of action also accrued on each and every date when the plaintiff made request to the defendant No.1 to make the payment of the amount due, further the cause of action accrued on 22-04-2022 when the plaintiff issued legal notice calling upon the defendant No. 1 to make the payment as mentioned above and the defendant No. 1 failed to make the payment within the stipulated period mentioned in the legal notice and cause of action finally accrued on 08-05-2022 when the defendant No. 1 finally refused to accede to the legitimate request of the plaintiff, this is the date on which the final cause of action has arisen in favour of the plaintiff and against the defendants, which necessitated institution of the present suit. No suit between the same parties is pending or has been decided by any court of law regarding same subject matter of the suit. The defendant No. 1 residing and entire cause of action accrued within the territorial jurisdiction of this Hon'ble Court, hence this Hon'ble Court has got jurisdiction to entertain, try and decide the present suit. The valuation of the suit for the purposes of court fee and jurisdiction is assessed at Rs. 15,95,023/-00 on which advalorem and appropriate court fee of Rs. 85,800/- has been affixed on the plaint. It is, therefore, most respectfully prayed that this Hon'ble Court may be pleased to pass a decree for recovery of the amount of Rs. 15,95,023/-alongwith interest @ 18% p.a. from its due, pendent-lite and future interest till its realization with costs, charges and incidental expenses incurred on the suit in favour of the plaintiff and against the defendants. Pass such other/further orders as may be deemed fit and proper on the facts and in the circumstances of the case.

3. Notice of the suit was issued to the defendants, but despite service, the defendants failed to appear before the court and accordingly defendant No.1 was proceeded against ex-parte vide order dated 10.07.2023 and defendants No.2 to 5 were proceeded against ex-parte vide order dated 30.05.2024.

4. In order to prove his case, **PW-1 Plaintiff Ravi Kant** himself appeared on oath tendered his duly sworn affidavit as Ex.PW1/A in his evidence and has reiterated the averments of the plaint. He also tendered documents Ex. P1 to P7 to be read in his evidence.

5. Thereafter, plaintiff himself closed his ex-parte evidence vide his separate statement dated 21.09.2024. Thereafter learned counsel for the plaintiff tendered documents Ex. P9 to P11 vide here separate statement dated 15.11.2025.

The detail of the documents is as under: -

Ex. P1	Copy of Sanction letter of the loan
Ex. P2	Copy of Bank Statement of plaintiff Ravi Kant
Ex. P3	Copy of Disbursement Advice
Ex. P4	Copy of Status of the Bank Account of the plaintiff on 30.05.2018
Ex. P5	Certificate under Section 65-B of Indian Evidence Act.
Ex. P6	Postal Receipt
Ex. P7	Copy of Legal Notice dated 22.04.2022
Ex. P9	Copy of Transcript of Audio Recording
Ex. P10	Copy of WhatsApp Chat between plaintiff and defendant
Ex. P11	Statement of Bank Account of plaintiff Ravi Kant

6. I have heard the learned counsel for the plaintiff and gone through the case file carefully and minutely with its able assistance.

7. Considering the facts of present case, firstly the issue of limitation will be dealt by court. In present suit, plaintiff transferred an amount of Rs.7,98,000/- in the account of defendant No.1 bearing No.

913010027825015 through NEFT dated 03.10.2016. The. According to plaintiff EMI of Rs.18,345/- per month for 16 months was fixed by the bank and defendant No.1 deposited the EMI up to April 2018. The plaintiff has again applied the BT Loan in HDFC Bank Limited and said loan of Rs.14,50,000/- was sanctioned to plaintiff. Out of that, plaintiff paid Rs.7,53,000/- in the loan account of ICICI Bank. According to plaintiff, he has transferred the amount in different account as directed by the defendant No.1 which are as follows: -

a) Rs. 1,00,000/- in account bearing No. 31178307050 in the name of Mr. Ambati Yugander Kumar/defendant No. 2 on 22-05-2018.

b) Rs. 1,00,000/- in account bearing No. 31178307050 in the name of Mr. Ambati Yugander Kumar/defendant No. 2 on 22-05-2018.

c) Rs. 1,00,000/- in account bearing No. 31178307050 in the name of Mr. Ambati Yugander Kumar/defendant No. 2 on 22-05-2018.

d) Rs. 1,00,000/- in account bearing No. 05451410386776 in the name of Mr. Subhash Nanduri//defendant No. 3 on 22-05-2018.

e) Rs. 2,04,000/- in account bearing No. 913010027825015 which belongs to the defendant No. 1 on 22-05-2018.

f) Rs. 1,00,000/- in account bearing No. 201001345996 in the name of Mr. Archit Jain/defendant No. 4 on 22-05-2018.

g) Rs. 30,000/- in account bearing No. 23311740001350 in the name of

Kamaljeet/defendant No. 5 on 22-05-2018. Statement of bank account showing the payment transferred in the accounts of defendants as well as ICICI Bank (foreclosure of first loan) is enclosed herewith.

Hence, total amount of Rs.7,34,000/- was transferred in the account of defendant No.1 in the above mentioned accounts on the request of defendant No.1. According to plaintiff, defendant No.1 was paying the EMI's and also paid some amount till March 2019, but after that defendant No.1 become defaulter in paying of EMI's and according to defendant total amount of Rs.15,95,023/- is outstanding in the loan account. The present suit has been filed by the plaintiff on 31.05.2022. Plaintiff can recover only debt amount that comes under the limitation of 3 years prior i.e. 01.06.2019 from the date of filing of present suit dated 31.05.2022. Initially, plaintiff paid Rs.7,98,851/- to defendant No.1 in account No. 913010027825015 through NEFT on 03.10.2016 and this total amount is completely time barred just because the plaintiff has taken a new loan and paid the previous loan amount nowhere allow the plaintiff to extend the limitation period. Plaintiff has given money to defendants on his own will. Plaintiff cannot present himself as a bank just to overcome the limitation period. The payment of defendant as EMI is not relevant factor to determine the limitation period for the recovery of money from defendants. The payment of EMI and taking of loan is inter-se arrangements of plaintiff and defendant No.1 that cannot extend the limitation period of present suit of money recovery. The amount given by the defendant to other people on the instructions of defendant No.1 were also paid on 22.05.2018 and all these amounts are also out of limitation period for the recovery by the way of civil suit. So present suit of recovery of plaintiff is completely time barred just because of the payment of EMI by the defendant nowhere allow the plaintiff to extend the limitation period of present suit. Hence, suit of the plaintiff is completely time barred and plaintiff cannot extend the limitation on the basis of EMI's shown as paid by defendant. Even after considering the EMI's that suit of plaintiff is still time barred.

8. As a sequel of the foregoing discussion the court is of the considered view that the suit of plaintiff stands **dismissed** without costs**.** Decree Sheet be prepared accordingly. File be consigned to record room after due compliance.

ANNOUNCED IN OPEN COURT:
Dated: 17.01.2026

MOHIT SARDANA
"I attest to the accuracy and authenticity of this document."
2026.01.21 12:33:36 +0530

(Anil Kumar)
Civil Judge (Junior Division)
Faridabad/UID No. HR00524

Note: All the pages of this judgment have been checked and signed by me.

(Anil Kumar),
Civil Judge (Junior Division)
Faridabad/UID No. HR00524

Mohit Sardana
SG-II

Anil Kumar
CJ(JD)/Faridabad
17.01.2026, HR00524.