

8 CS (COMM) 2958/24
Vagya Ltee Vs. Towseef Hassan Sofi

21.04.2026

Present: Sh. A. K. Sharma, Ld. Counsel for the plaintiff.
Sh. Bibhuti Krishna, Ld. Counsel for the defendant.

Plaintiff's application under **Order XII Rule 6 r/w 151 CPC** is pending disposal. Arguments have been addressed by both counsels. As the matter is kept for clarifications, both counsels have made their respective submissions afresh. Plaintiff's written submissions in support are filed.

The application under **Order XII Rule 6 r/w Section 151** is premised on the below facts.

The plaintiff Vagya LTEE, an incorporated entity at Mauritius, through its director, approached defendant Towseef Hasan Sofi, proprietor of M/s Kashmir Textiles, at his place of work at 203, Basement, Vinobapuri, Lajpat Nagar II, New Delhi on **27.05.2022**. After negotiations, plaintiff finalized a purchase order for articles against 48000 USD. Plaintiff advanced 9000 Euros to defendant in cash against receipt. On **30.05.2022**, a purchase summary/ invoice was made by the defendant against this offer of purchase for 48000 USD. The proforma invoice was issued on **21.10.2022** for 31078 USD against partial order. The advance made by the plaintiff were reflected duly.

Plaintiff deposited the entire amounts in the bank account of defendant. Plaintiff claims that 9000 Euros was paid as cash-in-advance on **07.05.2022**. Plaintiff paid MUR 4,42,500

on **27.02.2022**, MUR 3,58,663 on **04.11.2022**, MUR 3,49,000 on **16.02.2023** and MUR 6,36,392.89 on **31.05.2023**.

Plaintiff states that somewhere in December 2022, plaintiff received the articles. On inspection, it was learnt that the goods received were not as per the specification of the order as defendant forwarded certain goods which were never ordered. Certain goods received by the plaintiff were defective. The plaintiff thereafter, informed the defendant of the above. Defendant after due negotiations agreed and accepted against an of 10,080 USD and offered to adjust the amounts through subsequent purchases. Plaintiff refused the offer and demanded the balance amount. Defendant accepted to refund the amounts of 10,080 USD in entirety at the earliest to plaintiff. However, after sometime defendant changed his stance and showed inability for return. Defendant since did not return the amounts, plaintiff visited Delhi to meet the him despite which the matter could not be resolved, plaintiff sent a legal notice through counsel against which the defendant responded by a reply to plaintiff's counsel, wherein again defendant affirmed his liability for return of 10,080 USD to plaintiff.

Plaintiff submits that since the defendant in the written statement under heading 'counter-claim' in para 14 has made a categorical admission that '*Still the defendant in good faith agreed to refund the amount as demanded by plaintiff*' as well as in the reply to legal notice has affirmed the liability, plaintiff is entitled to recover the amount in terms of the provision of **Order XII Rule 6 CPC**. In support of submissions, the written

arguments filed finds incorporation of the provisions as well as copy of the order of Hon'ble Supreme Court in ***SLP 9975/2025 titled Rajiv Ghosh Vs. Satya Narayan Jaiswal***, wherein assessment of the above provision is carried in detail.

Defendant in place of filing Reply has filed the Objections to the application. Ld. Sh. Bibhuti Krishna, appearing for defendant, stated the application under Order XII Rule 6 filed by plaintiff is not maintainable. Defendant argued that the suit filed by Shalu, AR, is bad as the said representative has no *locus* as per Indian Law to bring forward an application or the suit. Defendant argued that board resolution of plaintiff, a foreign company, is filed to authorize the AR, however, the board resolution has no legal validity as per Indian Law. It is claimed that the plaint is not maintainable against the objections the details of which are claimed to have been made in the written statement. In light of above, it is prayed that application be dismissed.

Before adverting to deal with the merits of the application, it is appropriate, at this stage, to observe the law. The provision of **Order XII Rule 6 CPC** is referenced below:

“ORDER XII
Admissions

6. Judgment on admissions.— (1) Where admissions of fact have been made either in the pleading or otherwise; whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question-between the parties, make such order or

give such judgment as it may think fit, having regard to such admissions.

(2) Whenever a judgment is pronounced under sub-rule (1) a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.]”

While the Plaintiff may invoke the aforesaid provisions to seek a judgment or decree, it is settled law that the Court must be satisfied that the alleged admission is clear, unequivocal, and unambiguous. **Section 58** of the Indian Evidence Act provides that admitted facts need not be proved; however, what constitutes an “*admission*” is a matter of judicial interpretation, to be determined in the facts and circumstances of each case.

Thus, the Plaintiff is still required to satisfy the rigours laid down by the Hon’ble Supreme Court that only such admissions which are categorical and leave no room for doubt can form the basis of a judgment under **Order XII Rule 6 CPC**.

The scope of provision of **Order XII Rule 6 CPC** stands expanded consequent to recommendations of **54th Law Commission**, whereafter the courts now are enabled to give judgments not only on a written application of party but on its own motion as well which intends to extend the cause of justice and to add wider scope/sweep to the provision. Consequent thereto, the observations in *Charanjit Lal Mehra v. Kamal Saroj Mahajan [(2005) 11 SCC 279]* are relevant where the hon’ble court constructed the admissions from the answers to interrogatories. In

Uttam Singh Duggal & Co. Ltd. v. United Bank of India [(2000) 7 SCC 120], it is held that the courts should not unduly narrow down the application of provision U/o **XII Rule 6 CPC** as the object is to enable a party to obtain speedy judgments. In *Ashok Kumar Bagga Vs. Rajvinder Kaur on 07.04.2021, AIRONLINE 2021 DEL 724*, the court observed that if the provisions of **Order XII Rule 1 CPC** is compared with **Order XII Rule 6 CPC**, it becomes clearer that the provisions of **Order XII Rule 6 CPC** is wider in as much as the provisions of **Order XII Rule 1 CPC** is limited to admission “by pleadings or otherwise in writing” but in **order XII Rule 6 CPC** the expression “*or otherwise*” is much wider in view of the words used therein namely, “*admission of facts*”..... “*either*” in pleadings or otherwise whether orally or in writing.

While taking note of all the above observations it is material to note that the purpose of the above observation is to comprehend the object of the amendment in consonance with provision. The enactment of provision is to seek curtailment of unnecessary litigation, decide expeditiously where in wake of the admissions the trial would otherwise be a redundant exercise.

However, the courts are equally cautioned while construing statements for inferring the admissions, in *Uttam Singh Duggal & Co. Ltd. v. United Bank of India [(2000) 7 SCC 120]*, the Hon’ble Court made following observations:

- (a) Admissions under **Order 12 Rule 6** should only be those which are made in the pleadings.
- (b) The admissions would in any case have to be read along with the first proviso to **Order 8 Rule**

5(1) of the Code and the court may call upon the party relying on such admission to prove its case independently.

(c) The expression "either in pleadings or otherwise"

should be interpreted ejusdem generis. (See para 11, p. 126-27 of the Report.) Almost similar contentions have been raised on behalf of the Club. In *Uttam Singh* [(2000) 7 SCC 120] those contentions were rejected and this Court opined no effort should be made to narrow down the ambit of Order 12 Rule 6.

Having regard to above, and taking note of recent observations having been made by Hon'ble Supreme court in *Rajiv Ghosh v. Satya Naryan Jaiswal, 2025 INSC 467*, the summary of observations on **Order XII Rule 6 CPC** are noted:

24. Rule 6(1) empowers the court to pronounce a judgment upon admissions made by parties without waiting for the determination of other questions.

25. Rule 6(2) states that a decree shall be drawn up in accordance with the judgment.

26. The primary object underlying Rule 6 is to enable a party to obtain speedy judgment at least to the extent of admission. Where a plaintiff claims a particular relief or reliefs against a defendant and the defendant makes a plain admission, the former is entitled to the relief or reliefs admitted by the latter. [See: *Uttam Singh v. United Bank of India*, (2000) 7 SCC 120]

27. As observed in the Statement of Objects and Reasons for amending Rule 6, "where a claim is admitted, the court has jurisdiction to enter a judgment for the plaintiff and to pass a decree on admitted claim. The object of the Rule is to enable the party to obtain a speedy judgment at least to the extent of

the relief to which according to the admission of the defendant, the plaintiff is entitled.”

28. The provisions of Rule 6 are enabling, discretionary and permissive. They are not mandatory, obligatory or peremptory. This is also clear from the use of the word “may” in the rule.

29. The powers conferred on the court by this rule are untrammelled and cannot be crystallized into any rigid rule of universal application. They can be exercised keeping in view and having regard to the facts and varying circumstances of each case.

30. If the court is of the opinion that it is not safe to pass a judgment on admissions, or that a case involves questions which cannot be appropriately dealt with and decided on the basis of admission, it may, in exercise of its discretion, refuse to pass a judgment and may insist upon clear proof of even admitted facts.

In *Uttam Singh Duggal & Co. Ltd(Supra)*, while taking note that the suit was based upon Specific Relief Act 1963, court observed that a declaration which not only binds the parties but also binds their generation, such declaration *may be* given on admission. The construction of word *may* then is made and it is interpreted further in *S.M. Asif v. Virender Kumar Baja (2015) 9 SCC 287*. The relevant observation being that “*the words in Order XII Rule 6 CPC “may” and “makes such order...” show that the power under Order 12 Rule 6 CPC is discretionary and cannot be claimed as a matter of right. The court observed that Judgment on admission is not a matter of right and rather is a matter of discretion of the court. Where the defendants have raised objections which go to the root of the case, it would not be appropriate to exercise the discretion under Order 12 Rule 6 CPC. The*

rule is held as enabling provision which confers discretion on the court in delivering a quick judgment on admission and to the extent of the claim admitted by one of the parties of his opponent's claim."

It is imperative to note that while the provision of order **XII Rule 6 CPC** intends to curtail unnecessary process of trial by announcing judgment on admission (as is held in ***Karam Kapahi v. Lal Chand Public Charitable (2010) 4 SCC 753***). It is equally significant and important to note that the exercise is based on discretion, which must be based upon rule of prudence.

The facts stated by the parties in form of their respective submissions in support of the application and reply are now noted. The claim of the plaintiff is arising from the reply made by way of written statement. Ld. Sh. A. K. Sharma while making his submissions vociferously relied upon para 14 (referenced above). Whether the statement noted above constitutes an admission can be assessed only on complete perusal of the written statement, as it is settled law that the parties cannot be permitted to extract a part of submission/statement and colour the same with their own interpretation.

In order to make an assessment of intent, it is required that the statements are perused in the light of the facts detailed in the pleadings, which reveal that plaintiff on arrival to India contacted the defendant at his place of work at Lajpat Nagar showed his intention of purchase and issued an order for amount of 48000 USD. Defendant admittedly received an amount of 9000 Euros in cash-in-advance. Defendant dispatched the goods

against the proforma invoice for 31078 USD. On receipt of articles, plaintiff informed to the defendant of the articles not being in consonance with the purchase orders. Plaintiff pointed out that the defendant did not send Styles No. 7, 11, 12 against valuation of 8455 USD and had dispatched different articles in place of Style No. 8 and 22 against valuation of 1800 USD. Defendant, however, offered the plaintiff to adjust the amounts in subsequent purchases. Plaintiff reflects that he refused the said offer and claimed that defendant agreed to refund the entire amount. In above reflection, plaintiff urges the Court to infer an admission of liability from para 5 of the reply to plaintiff's legal notice, wherein defendant stated "*That it is pertinent to mention that my client being a businessman, does not wish to litigate the issue between my client and your client. The same can be amicably resolved between the parties, through mediation between the parties, provided your client categorically state over e-mail, that they wish to mediate the issue and unconditionally retract the legal notice dated 14.03.2023.*"

However, as appears from the above material placed the defendant though admitted the receipt of displeasure communications from plaintiff, and offered discounts in the next shipment. Defendant claims that plaintiff accepted his offer and based on the said acceptance, deposited an amount of Rs. 3,49,600 MUR in defendant's account against the subsequent purchases/shipment. The defendant then dispatched another shipment to the plaintiff vide invoice No. **KT/22/22-23** dated **01.03.2023** for an amount of **7600 USD**. While the defendant was in process of preparing the third shipment and conveyed the

same to plaintiff, plaintiff deviated from the agreed terms. Defendant at the said stage, still intending to maintain business relations with plaintiff engaged in negotiations and made best offer, offering to take certain cuts on his profit. Defendant claims that plaintiff unilaterally cancelled the third shipment and issued a frivolous legal notice dated **14.03.2024** demanding unjust and unreasonable amounts.

From the above note of submissions, it is difficult to accept that the defendant agreed to refund 10800 USD by accepting the liability. Though the facts reflect that defendant accepted the facts of dispatches not in consonance with the purchase order and offered accommodation in subsequent orders, the acceptance of such accommodation through subsequent purchases/ payments, tantamounts to a fresh agreement against which the plaintiff has partially acted and made compliance.

While the statement made in the plaint does not say the same in many words, the list of dates and events clearly show that subsequent to defendant's accepting to accommodate against the delivered articles, plaintiff after a lapse of certain time on **16.02.2023** deposited an amount of MUR 3,49,600 in defendant's account. The act of plaintiff in depositing the above amount in defendant's account while claiming refund of 10,080 USD, indicates and suggests that plaintiff engaged himself in further negotiations and altered the initial stance of accepting only the refund by return of amounts as is being claimed in plaint. The circumstances hence, fall short to provide a ground where an inference of unequivocal, cogent and/ or clear

admission of liability could be evidenced from the material placed. The plaintiff has accepted the above legal position through reliance on case law in *Rajiv Ghosh (supra)* wherein, Hon'ble Supreme Court in **paras 28 to 42** has enunciated the preposition discussed in foregoing paras.

Having regard to above, this Court does not find material adequate to make reference of an admission as is attempted to be argued. The application hence fails to disclose any ground and is rejected.

Matter now to come up for filing Replication, Admission/ Denial of Documents and framing of issues. ARs are directed to remain present for the purposes of admission/ denial of documents, for which directions are being issued under **Order X CPC**. Proposed issues be also filed.

List for aforesaid on **25.05.2026**.

(Nirja Bhatia)
District Judge (Commercial) (Digital-07)
South-East, Saket Courts, Delhi
21.04.2026 (ISB)