

IN THE COURT OF SH. SIDHARTH MATHUR
DISTRICT JUDGE (NORTH-01): ROHINI COURTS: DELHI



CNR:DLNT010015312025

CS DJ No. 91/2025

Deepak Aggarwal

through AR

Mahalaxmi Castles & Villas Pvt. Ltd.

R/o G.T. Karnal Road, Bakoli,

Delhi – 110036.

.... Plaintiff

Versus

Neha Goel

R/o WZ-77A, Lajwanti Garden,

Janakpuri, West Delhi, Delhi – 110058.

....Defendant

Date of Institution : 03.02.2025

Date of arguments : 05.06.2026

Date of order : 05.06.2026

SUIT FOR RECOVERY ALONGWITH INTEREST

JUDGMENT

1. The suit of the plaintiff is for the recovery of Rs. 4,22,665/- alongwith interest. It was initially filed under Order 37 CPC but was treated as an ordinary suit on the very first date.

2. PW-1 Deepak Aggarwal is the AR of the company name Mahalaxmi Castles and Villas Pvt. Ltd. This company is engaged in the business of Hotels and Hospitality. It provided the services of banquet, food & room stay to the defendant on credit basis on 10-11.12.2021 vide Invoice PW1/3 and Account Statement PW1/2. The due amount was Rs. 2,79,904/-, which was assured to be cleared by the defendant by 12.03.2022. But when the said amount was not cleared, the plaintiff issued the Demand Notice PW1/4 on 27.09.2024 thereby demanding Rs. 4,22,665/- inclusive of the principal amount of Rs. 2,79,904/- with pre-suit interest @ 18% per annum. The notice was not complied and hence, this suit was filed.
3. The summons were issued to the defendant. She refused the service on 10.11.2025 whereby she was deemed to be served and was proceeded ex-parte on 26.02.2026. She remained ex-parte throughout.
4. The plaintiff in support of his case examined its AR PW-1 Deepak Aggarwal vide affidavit (i.e. Ex.PW1/A) wherein he reiterated the contents of the plaint. Needless to say that he was not cross examined as the defendant remained ex-parte. The PE was then closed on 05.06.2026.
5. The un rebutted testimony of the plaintiff so read in the light of the Invoice PW1/3 and the Account Statement PW1/2 makes it clear that the plaintiff company had provided hotel and stay services to the defendant on 10-11.12.2021. The dues raised in respect thereof were @ Rs. 2,79,904/-, which remained unpaid and the defendant is liable to pay the same.

However, the charging of pre-suit interest @ 18% per annum thereby raising an additional demand of Rs. 1,42,761/- is not legally sustainable. There is nothing on record suggesting that the plaintiff was entitled to charge interest @ 18% per annum on the pending dues of the defendant. No contract to this effect has come on record. Moreover, the balance amount become due on 12.03.2022 and suit has been filed on 03.02.2025 without explaining as to why the suit was not promptly filed and the plaintiff rather chose to wait for more than 34 months to file this suit. It seems it has been filed right at the end of the limitation so as to accumulate sufficient interest amount over the balance dues. In the given circumstances, this charging of 18% per annum pre-suit interest seems to be exorbitant to this Court. Accordingly, the plaintiff is only permitted to charge pre-suit interest @ 6% per annum from 12.03.2022 when the amount of Rs. 2,79,904/- became due till the filing of the suit.

As far as the grant of pendente lite and future interest is concerned, the plaintiff is likewise granted interest @ 6% per annum under these heads as well. The suit is within limitation.

6. In view of the reasons assigned hereinabove, **the suit of the plaintiff is hereby decreed whereby a decree for the recovery of Rs. 2,79,904/- alongwith pre-suit (w.e.f 12.03.2022), pendente lite and future interest @ 6% per annum is passed in favour of the plaintiff and against defendant. The plaintiff shall also be entitled for the costs of the suit against defendant.**

Decree sheet be prepared accordingly.

File be consigned to record room after necessary compliance.

Announced in the Open Court
on 05th day of June 2026

(Sidharth Mathur)
District Judge-01/North
Rohini Courts/Delhi