

**IN THE COURT OF DISTRICT JUDGE-03
NORTH DISTRICT, ROHINI COURT, NEW DELHI
PRESIDING OFFICER MS. AANCHAL, DHJS
CNR No. DLNT010030432025
CS DJ/175/2025**

In the matter of :-

Mukesh Mittal

.....Plaintiff

Versus

Gautam Gupta

..... Defendant.

ORDER

1. Vide this order, this Court shall decide the application u/o 12 Rule 6 CPC filed by the plaintiff thereby praying for decree seeking recovery of Rs. 1,75,00,000/- (Rs. One Crore Seventy Five lacs only) against the defendant.
2. Present suit is filed by the plaintiff seeking recovery of Rs. 1.75 Crore. As per the plaintiff, facts of the case are as under :-

The Plaintiff is a highly respected Chartered Accountant and practising Advocate before the Hon'ble High Court of Delhi. In 2022, while searching a suitable match for his daughter, the Plaintiff was introduced to the Defendant's family through a marriage broker, Ms. Janhvi, at Delhi/Gurgaon. Both families mutually agreed to the marriage proposal. The marriage between the Plaintiff's daughter and the Defendant was solemnized on 09.12.2022 according to Hindu rites and ceremonies at Andaz Aerocity, Delhi. Before the marriage, the Defendant represented that he urgently required financial assistance for his business and construction of his residence and sought help from the Plaintiff. During the marriage discussions, the Defendant requested a friendly loan of Rs.2,25,00,000/- assuring repayment within six months, for the purpose of repaying loans and securing his financial position in

society. It was specifically agreed that the amount was neither a gift nor dowry but a bonafide financial assistance repayable within the agreed timeline. Relying upon the Defendant's assurances, the Plaintiff transferred Rs.2,25,00,000/- to the Defendant in six RTGS installments as detailed below:

Date	Amount (Rs.)	Mode
19.10.2022	40,00,000	RTGS
20.10.2022	35,00,000	RTGS
25.10.2022	35,00,000	RTGS
25.10.2022	50,00,000	RTGS
28.10.2022	15,00,000	RTGS
01.11.2022	50,00,000	RTGS
Total	2,25,00,000	

After receiving the entire amount, the Defendant repaid only Rs.50,00,000/- and thereafter failed to repay the balance amount of Rs.1,75,00,000/- despite repeated demands. In May 2023, when the Plaintiff sought repayment, the Defendant falsely claimed that the balance amount was a gift/dowry, contrary to the earlier understanding. Thereafter, the Defendant and his family allegedly harassed the Plaintiff's daughter and ultimately turned her out of her matrimonial home in April 2024. The Defendant's conduct amounts to breach of trust, fraudulent misrepresentation and dishonest misappropriation, causing financial and emotional loss to the Plaintiff. The Plaintiff served a legal notice dated 05.02.2025 demanding repayment, but the Defendant failed to make payment. Hence, the present suit is filed for recovery of Rs.1,75,00,000/- with interest @18% per annum from the date of filing of the suit till realization.

3. Written statement was filed by the defendant. In this written statement, it is specifically denied that loan was advanced to him or the defendant ever approached for any financial assistance or friendly loan of Rs.2,25,00,000/-. The defendant also denied

Plaintiff's version regarding repayment within six months, asserting that no such promise or obligation existed. It is stated that plaintiff maintained the sham transactions to hide himself from police, Income-tax and ED criminal cases and its raids and to achieve the ulterior motive and illegal designs and to defraud the government, the Plaintiff is habitual of making fake entries from his Canara bank account, including his other various bank accounts and multiple NBFC's through which the Plaintiff is also involved as money laundering / entry operator illegal business. It is further stated that the Defendant is the scapegoat of Plaintiff as the Defendant is his son-in-law and the Plaintiff was highly aware that being having such a sensitive relation, the Defendant would not be in a position to question anything about the genuineness of the said entries and moreover, being of young age, the Defendant never presumed that the Plaintiff was trapping him in illegal bank entry transfer system, which was to be used by the Plaintiff for his illegal motive and ulterior designs. Further, it is stated that the Plaintiff had concealed numerous material facts from this Hon'ble Court in respect of the genuineness of the alleged transaction, his Income Tax Returns, his past records of criminal cases and his bail records, compromise deed between the parties, call records & admissions of Plaintiff therein, FIR filed under the influence and under the instance of Plaintiff through his daughter under Section 498A/406/34 IPC, etc. It is further stated that the Plaintiff himself forced and manipulate the Defendant to take entries of such amount in the account of Defendant and after taking such entries, the Defendant withdrew such amount and paid the same to the Plaintiff entirely and more specifically, there was no amount taken

by the Defendant under any head and the alleged amount was merely sham entries. It is also stated that Income Tax Return with the computation for the relevant years would expose the falsity of the case against the defendant. Further, territorial jurisdiction of this Court is disputed and it is stated that neither of the parties do reside within the jurisdiction of this Court. It is not disputed by the defendant that bank transfers of Rs. 50,00,000/- were made but it is stated that this amount was transferred only for accommodation/entry transactions and the repayment of any loan. Finally, suit of the plaintiff is prayed to be dismissed.

4. It is argued on behalf of the plaintiff that the Defendant has raised only sham, illusory and evasive defences in the Written Statement and has failed to specifically deny the material averments of the plaint. It is contended that the Defendant has admitted receipt of Rs.2,25,00,000/- from the Plaintiff and has further admitted transfer of Rs.50,00,000/- back to the Plaintiff through bank transactions. According to the Plaintiff, the Defendant's plea that the transactions were merely "entries" and that the balance amount was returned in cash is unsupported by any receipt, acknowledgment or documentary evidence and is, therefore, legally untenable. The Plaintiff submits that the Defendant's own pleadings constitute a clear and unequivocal admission of the financial transactions between the parties, thereby satisfying the requirements of Order XII Rule 6 CPC. It is further contended that, after admitting receipt of Rs.2,25,00,000/- and repayment of only Rs.50,00,000/- through banking channels, the Defendant has failed to establish repayment of the remaining Rs.1,75,00,000/- and the allegations regarding sham entries and illegal business are

irrelevant for deciding the present application and do not dilute the admissions contained in the Written Statement. It is finally submitted that no triable issue survives with respect to the Defendant's liability, and the defence is merely intended to delay the proceedings. Accordingly, the a decree for Rs.1,75,00,000/-, along with appropriate interest is prayed to be passed in his favour under Order XII Rule 6 CPC on the basis of the admissions made by the Defendant in the Written Statement.

5. Application is opposed strongly and it is contended that the suit itself is false, frivolous and based on a sham claim, and the Defendant has specifically denied the Plaintiff's case on merits as well as in the preliminary objections. The Defendant asserts that no loan was ever advanced by the Plaintiff and no liability exists towards the Plaintiff. According to the Defendant, the transactions relied upon by the Plaintiff were merely sham bank entries and not a loan transaction. The Defendant's consistent case is that the amounts credited into his account were withdrawn and returned to the Plaintiff in cash at his insistence, and that no amount remained outstanding or recoverable. The Defendant submits that the Plaintiff has concealed material facts, approached the Court without clean hands, and has taken inconsistent stands regarding the nature of the transaction by describing the same amount as a loan in the present suit while treating it as dowry in the FIR lodged by his daughter. The Defendant further alleges that the Plaintiff was engaged in illegal entry operations/money laundering and that the Defendant was merely used as a conduit, without deriving any benefit from the transactions. The Defendant relies upon the Minutes of Meeting (MOU), the FIR, bank records, conversations

and other documents filed with the Written Statement to contend that the Plaintiff's claim is false and that no amount is legally recoverable. It is submitted that the pleadings disclose several disputed questions of fact, including the nature of the transactions, alleged cash repayment, legality of the entries, and the effect of the documents relied upon by the parties, all of which require evidence and a full-fledged trial. Accordingly, the Defendant contends that the present case does not satisfy the requirements of Order XII Rule 6 CPC, as the alleged admissions are qualified and accompanied by a complete explanation negating liability. Hence, the application is liable to be dismissed and the suit be decided only after recording evidence.

6. Arguments as advanced on behalf of the parties are heard at length and record is perused carefully.
7. Before proceeding further, this Court deems appropriate to reproduce Order XII Rule 6 CPC which reads as under:

“6. Judgment on admissions

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.

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

This provision confers wide discretion on the court to pass a judgment at any stage of the suit based on the admission of facts

made in the pleadings or otherwise without waiting for the determination of any question arisen between the parties. For a court to act under Order XII Rule 6, CPC the admission must be clear, unambiguous, unconditional. The bare reading of this provision explains that the admissions do not need to be limited to the formal pleadings of the parties and the admission can be in writing or stated orally in the Court. These could be inferred from evasive defence of the defendant in the written statement, so these may be constructive in nature. In the matter of **Surjit Sachdev vs. Kazakhstan Investment Services Pvt. Ltd. reported in 1997 II AD (Delhi) 518** Hon'ble High Court has been pleased to hold that *"Admission need not be made expressly in the pleadings. Even on constructive admissions, Court can proceed to pass a decree in plaintiff's favour"*. So, in order to dispose of the present application, this Court is required to go through not only the written statement but the defence as a whole presented by the defendant. The division bench of Hon'ble High Court in **Delhi Jal Board Vs. Surendra P. Malik, 104 (2003) DLT 151** has laid down the tests that should be considered by the Court at the time of considering if a decree could be passed on the basis of stated admission, in following words :-

"9. *The test, therefore, is (i) whether admission of fact arise in the suit, (ii) whether such admissions are plain, unambiguous and unequivocal, (iii) whether the defence set up is such that it requires evidence for determination of the issue and (iv) whether objections raised against rendering the judgment are such which go to the root of the matter or whether there are inconsequential making it impossible for the party to succeed even if entertained. It is immaterial at what stage the judgment is sought or whether admissions of the fact are found expressly in the pleadings or not because such*

admissions could be gathered even constructively for the purpose of rendering a speedy judgment. "

Hence, this Court is proceeding to examine if the defence raised by the defendant does amount to unequivocal admission or if the objections made by the defendant go to the root of the case making it impossible for plaintiff to succeed, if full trial allowing the parties to lead evidence is conducted.

8. In case in hand, definitely the defendant has not produced any receipt or acknowledgment showing return of the sum of ₹1.75 crore but it is a categorical defence of the defendant that the entries for transfer of the amount into the account of defendant are only sham in nature. With his written statement, the defendant has also attached a pen drive having audio of conversation between plaintiff, his father Satish, one Dr. Subhash Agarwal and Mr. Atul Mittal, recorded on 29.08.2024 i.e. much prior to the present case filed before this Court and also before the FIR was got registered against the defendant. The complete reading of this transcript of the audio shows that sham entries made by the plaintiff into the account of the defendant are being admitted by the plaintiff continuously. It is being discussed how balance sum of ₹1.75 crore i.e. suit amount, could be shown returned to the plaintiff legally though defendant has already returned this amount in cash. The apprehension of getting these transactions exposed as sham are being discussed continuously. The relevant part is being reproduced as under :-

SATISH JI	हमारे और इनके बीच में जोह विवाद का विषय है, वो एक हमारे को शादी से पहले हमें इनसे एंट्री आयी थी.
SUBHASH JI	अच्छा जी

SATISH JI	हम पहले उस एंट्री को, मैटैरेक रिवर्स करेंगे
SUBHASH JI	बस मुझे मालूम है, यह पाठ पृष्ठ है घूमरे, इसके बारे में आप क्या फॉर्मेट करेंगे आप बताईये आप क्या कर सकते क्या नहीं। इनका यह पॉइंट बड़ा जेन्यून है।
MUKESH JI	<u>यह 100% जेन्यून है, यह एंट्री भी कोई जेन्यून पैसे का लेन देन नहीं था, बाल्की पेमेंट भी जो गयी थी वोह शायद आपके एंड से मूव किया था, उसके अंदर क्या था, यह जोह इनको तकलीफ है मैंने कंप्यूटर में लिखा हुआ है.</u>
SUBHASH JI	चोह हट जाएगी कम्प्युट, यह उसकी बात नहीं कर रहे, जेन्मून की बात तो हट गयी, अब मुकेश कंप्यूटर की तो बिगड़ी करना है।
SATISH JI	हम जिस तरीके से प्यार से आकर बैठे है इन लोगो के माध्यम से, तो आज आपस में उसी जगह बैठे हैं, जब हम रिश्ता करने के लिए बैठे थे ना, आज हम उस पोजीशन पर बैठे हैं,
MUKESH JI	वो एंट्री है, वो जिन अकाउंट से गयी थी जो अकाउंट में ई.डी. की कॉन्सटेंट वाच में है, मैं उन अकाउंट को नहीं छेड़ सकता हूँ, मेरे ई.डी. की यह पोजीशन है, आज की तारीख में आपके अकाउंट से एंट्री को वापस लेन देन करता हूँ, तो बहुत मेरे ऊपर भी असर डालेगा और अल्टीमेटली आपके ऊपर भी डालेगा।
SATISH JI	हमारे ऊपर तो फिर बाद में असर डालेगा.
MUKESH JI	मेरे ऊपर भी डालेगा।
SUBHASH JI	एंट्री क्लियर से क्लियर है वैसा सरोज किसने किराया दिया है.
MUKESH JI	मैंने इनको चेक दिया था इन्होने मुझे कैश वापस कर दिया था 100%
SUBHASH JI	तो इसका मतलब, एक तरीके से समझ गया, औफिशियली इन्ह लीगल लैगोज भाई साहिब यु आर देनदारा थिक हा नाड, अब इसकी बात सुनिए क्या कह रहा है, ई.डी. की रेड इन पर पड़ चुकी है,
SATISH JI	मुझे सब पता है।
SUBHASH JI	अच्छा आप को सब पता है। अब ई.डी. में वोह अकाउंट सीज़ हो चुके हैं। यदि इस समय उस अकाउंट से लेन देन करेंगे तो क्या होगा, वो एक दम से एंड की निगाह में आएगी। उसका कैसे करेंगे।
SATISH JI	गौतम गुप्ता ने, श्री मुकेश जी से एंट्री ली
ATUL JI	एंट्री नहीं यार... पैसे लिए यार
SATISH JI	एक मिनट, मुकेश जी आज की तारीख में भी काम तो कर ही रहे है, मुकेश मित्तल जी के अकाउंट्स भी है, ठीक है, गौतम गुप्ता मुकेश जी को आरटीजी या चेक देगा, कैश लेगा, अब वोह आप अपने कोई नए अकाउंट खोलकर उसके अंदर डाल कर बराबर करे, आप तो देखो चार्टर्ड अकाउंटेंट हो सारी चीजें समझते हो।
SUBHASH JI	सुनो भैया, मैं समझ चुका हूँ,
MUKESH JI	इसके अंदर कहते है ना, डॉक्टरी में आपकी एडवाइस मानते है, एएस ए सी.ए. मेरी एडवाइस भी मान ले, जब हमारे आपस का मन मुटाव दूर हो गया, आपको जिस तरीके से सूट करता हो, जिस भी फर्म में

	जाओगे आप, जब हमारे आपस का खत्म हो गया, तो मैं भी उस में लिख कर दे दूंगा कि अब कोई लेन देन नहीं बचा है, क्योंकि अब आपके दिमाग में जोह भी कुछ है, अब अगर आप उसको नहीं निकाल पाओगे कि मैं आगे कुछ कर दूंगा मैं आगे कुछ कर दूंगा यह कहके आप उस चीज को
SATISH JI	नहीं आप कुछ नहीं करेंगे
SUBHASH JI	खाली बातों से नहीं चलेगा
MUKESH JI	उनकी गारंटी मेरी है
SUBHASH JI	आप उसकी लीगल तोड़ बताये, ऐसे बोलने से कुछ नहीं होगा भाईसाहब। अमाउंट कितना है वोह??
MUKESH JI	सवा (1.25) करोड़, 1.75 दिया था, 50 वापस आ गया था
SATISH JI	नहीं, नहीं अमाउंट सवाह टू करोर नहीं है वोह दो (2) करोड़ रुपये है। सवा दो (2.25) करोड़ आया था, उसमे से 50 वापस दिया डेट फिर 25 वापस आ गया था इस तरीके से 2 है
SUBHASH JI	नेट कितना है?
SATISH JI	दो (2), दो आपके नाम से है, और 60 महिमा के नाम से है।
MUKESH JI	मान लिया 2.60 है
SUBHASH JI	दो साठ है (2.60).
MUKESH JI	दो साठ (2.60), खिसाबो के हिसाब से, मैं तो यह समझ रहा हूँ, की 2 करोड़ 60 लाख रुपये महिमा और मेरे अकाउंट से गौतम जी के या आपके अकाउंट में आए
SATISH JI	गौतम के
MUKESH JI	गौतम के अकाउंट में आये थे जिसकी आपको अप्रिहेंशन है की हम सब कुछ कल को निपट जाने के बाद कही आपसे वापस क्लेम नहीं कर लेने
SUBHASH JI	डिमांड न कर ले
SUBHASH JI	क्योंकि चेक के है
SATISH JI	नहीं। एक तो यह है, इसको मतलब मान लो यहा पर भाईसाहब ने यह कह दिया, मानो इस चीज को मेरे अकाउंट वोह गये, आप इस चीज को क्लेम नहीं करोगे। पर एक बात बताईये आपके ई.डी. के अंदर केस चल रहे है। अभी वोह केस खत्म तो नहीं हुए है
MUKESH JI	अभी वो केस मिनिमम 5 साल चलेगा
SATISH JI	ठीक है ना। उस 5 साल के अंदर, आपके चोह अकाउंट्स ई.डी. के पास है, अगर उन अकाउंट्स की स्क्रूटिनी किसी रूप में होती है, तो उन अकाउंट्स में गौतम गुप्ता भी तो बेनिफिशियरी है उस पैसे का बड़ी होशियारी की बात है अब मैं समझ रहा हूँ पूरी बात। अब जवाब दीजिए

SUBHASH JI	देखिए ऐसा बात है। वोह अकाउंट्स आलREADY चल रहे है। मैंने वहा पर मोटी रिश्वत इसलिये दी है कि मेरे अकाउंट से किसी को भी एंट्री है एक्स्पोजर हो मेरा जिसके लिये मेरा केस खुला हुआ है, उसके अलावा किसी को भी एंट्री है उसके पर कोई भी Action नहीं लेंगे।
MUKESH JI	मुकेश मेरी बात सुनो। देखो मुकेश तुम कर रहे हो इमोशनल बात, ये कह रहे है प्रैक्टिकल बात। अब मेरी बात सीधे सीधे सुनो। आप भी सुनो भाईसाहब
SUBHASH JI	APPREHENSION IS TOMORROW IF ई.डी. में कह रहे है कि मैंने मोटी रिश्वत दी है, ये कभी किसी के बाप के हुए है क्या आजतक.
MUKESH JI	वो लो कभी वापसी करदेंगे तो भी
SUBHASH JI	आपको भाईसाहब नही पता ई.डी. का। ई.डी. इनकम टैक्स नहीं है। ई.डी. मे प्लस और माइनस दोनों मिलकर प्लस हो जाते है, अगर मैंने 4 करोड़ दिया 4 करोड़ लिया, INCOME TAX TREATS AS ZERO, ई.डी TREATS AS 8 CRORES। आप सीए से बात करलो अपने आपके जो समझदार इंसान हो

So, by reading the written statement coupled with the transcript submitted, this court is unable to accept that the defendant has admitted his liability. It presents the defence of the defendant that suit filed by the plaintiff is based on sham transaction or in respect of the transactions which are otherwise not genuine or forbidden by law or illegal. The very defence of defendant, if proved, would establish that the suit of the plaintiff is devoid of any cause of action as he has no remedy in law available to him to recover the amount paid as part of illegal transaction. The mere admission of the fact that the sum of Rs. 2.25 Crore was transferred by the plaintiff into the account of defendant, does not amount to an admission by the defendant that this amount was transferred as a loan. No such presumption even exists in law. So in case in hand, no clear unequivocal admission on the part of the defendant could be inferred directly or constructively that the defendant had taken a loan of sum of Rs. 2.25 crore and consequently, he owes a liability

to repay the same. The defence of defendant is not gained as sham or elusive. So, no judgment at this stage could be passed.

9. It is also noteworthy that as per defence of the defendant, the transaction of payment of money of Rs. 2.25 crore into his bank account was illegal/for an unlawful purpose. When this defence is accepted as it is, the Court cannot lend its aid to the plaintiff who found his cause of action on illegal or moral act. *Ex turpi causa* would be the maxim applicable. It prevents the plaintiff to recover in a suit if his claim is directly tied to illegal or seriously unethical act. Rather than assisting plaintiff basing his claim on a sham transaction, the Court is required to let the loss lie where it falls. In **G. Pankajakshi Amma & Ors. v. Mathai Mathew (Dead) Through LRs. & Anr., (2004) 12 SCC 83**, the respondent pleaded that the transactions under question were unaccounted transactions. Hon'ble Supreme Court held that if these are unaccounted transactions then they are illegal transactions and loss must be lie where it falls and Court could not have lent its hand and pass the decree. In **Suman Lata Sharma v. Vinod Kumar Sharma & Ors., CS(OS) 1149/2015, decided on 03.11.2017, Hon'ble High Court of Delhi**, applies the doctrine of *pari delicto* (in case of equal fault, the position of the defendant is better) and held that Courts do not aid parties to an illegal transaction. It also referred **Vinod Popli Vs. Ragni Popli & Ors (2015) 219, DLT 294** where it was observed where both the parties are equally guilty, no relief can be granted and loss must lie where it falls. In view of defence of the defendant and these judgments, this Court is also of firm view that this is not a fit case where the Court should proceed to pass a decree under

Order XII Rule 6 CPC as the provision is not mandatory one. The settled legal position governing the exercise of jurisdiction under Order XII Rule 6 of the Code of Civil Procedure is being kept in mind. In **Uttam Singh Duggal & Co. Ltd. v. United Bank of India, (2000) 7 SCC 120**, the Hon'ble Supreme Court held that the object of Order XII Rule 6 CPC is to enable a party to obtain a speedy judgment where there is a clear and unequivocal admission and no substantial controversy survives for adjudication. This principle has been further explained by Hon'ble Apex Court in **Karam Kapahi v. Lal Chand Public Charitable Trust, (2010) 4 SCC 753** and it was held that though the provision is intended to shorten litigation, the Court must exercise its jurisdiction cautiously and only where the admission is clear enough to justify a decree without trial. Thereafter, in **Himani Alloys Ltd. v. Tata Steel Ltd., (2011) 15 SCC 273**, the Hon'ble Supreme Court authoritatively held that Order XII Rule 6 is merely an enabling provision and is neither mandatory nor peremptory but discretionary. The Court observed that a judgment on admission results in a decree without trial and, therefore, permanently deprives the defendant of the opportunity to contest the claim on merits. Consequently, unless the admission is clear, categorical, conscious, deliberate, unambiguous and unconditional, the judicial discretion under Order XII Rule 6 ought not to be exercised. The Hon'ble Supreme Court further held that the discretion should be invoked only where there exists a clear admission capable of being acted upon. The aforesaid principle was reiterated in **S.M. Asif v. Virender Kumar Bajaj, (2015) 9 SCC 287**, wherein it was held that the use of the expression "may" in Order XII Rule 6 CPC itself demonstrates that

no litigant can claim a judgment on admission as a matter of right and that where the defence raises objections going to the root of the matter requiring adjudication on evidence, it would be inappropriate for the Court to exercise its discretion under the said provision.

10. Hence, in view of the above discussion, his Court finds that the written statement, read as a whole along with the transcript and other documents relied upon by the defendant, cannot be construed as containing any clear, unequivocal or unconditional admission of transaction being a loan transaction only and of consequent liability. On the contrary, as the consistent stand of the defendant is that the transactions reflected in the bank accounts were merely sham transactions and the suit amount had already been returned through cash and other channels and that the transactions were otherwise not genuine, the defence so raised strikes at the very root of the plaintiff's claim and if ultimately established on evidence, would completely disentitle the plaintiff from obtaining the relief claimed in the suit. Such disputed questions need a full-fledged trial and substantial triable issues survive for adjudication. **Thus, not inclined to exercise the discretionary jurisdiction vested under Order XII Rule 6 CPC, the application in hand is dismissed.**

*Announced in open
Court on 22.07.2026 at 3:30 PM.*

**(Aanchal)
District Judge-03
North District, Rohini Courts, Delhi(ak)**