

Item No.08

CS DJ No.64/2026

M/s. Jaivat Construction Pvt. Ltd.

Vs.

M/s. C.L. Micromed Pvt. Ltd.

16.03.2026

Present: Ms. Juhi, learned counsel for plaintiff.

Submissions heard. Record perused.

One application under Order 6 Rule 17 CPC alongwith proposed amended plaint filed by plaintiff is pending disposal.

Arguments heard on the aforesaid application. Record perused.

Vide order dated 21.01.2026, a query was raised to the learned counsel for plaintiff to satisfy the Court on the point of limitation in filing the suit for the claimed amount.

Today, Ld. Counsel for plaintiff has referred to one WhatsApp chat dated 08.02.2023 with one Mr. Avinav to contend that the same amounts to acknowledgment on the part of the defendant.

Having heard the submissions and perused the record, I am not satisfied with the contentions as the said WhatsApp chat dated 08.02.2023 with one Mr. Avinav cannot be considered as an acknowledgment in writing as stipulated under Section 18 of the Limitation Act, 1963.

Even otherwise, the defendant is one M/s. C.L. Micromed Pvt. Ltd. and there are two Directors namely Mr. Kamran Haider and Mr. Imran Haider as mentioned in the plaint.

Accordingly, the aforesaid WhatsApp chat cannot be considered as an written acknowledgment on the part of the defendant within the purview of Section 18 of Limitation Act.

Ld. Counsel for plaintiff submits that in the given circumstances, she may be allowed to withdraw the aforesaid application under Order 6 Rule 17 CPC and proposed amended plaint and appropriate order may be passed.

Having heard the submissions and perused the record, the aforesaid application under Order 6 Rule 17 CPC alongwith proposed amended plaint is dismissed as withdrawn.

Plaintiff filed the present suit to recover the sum of Rs.4,34,224/- from the defendant stating inter-alia that the plaintiff executed several construction works as directed by the defendant. Further, the total value of the work executed by the plaintiff amounted to Rs.1,12,81,724/-, out of which, the defendant released part payment of Rs.1,08,47,500/- leaving the balance amount of Rs.4,34,224/- unpaid.

Plaintiff also filed several invoices starting from invoice dated 02.02.2020 to invoice dated 05.01.2021. Plaintiff also filed invoices dated 20.08.2021 and 21.01.2023 stating that the suit amount is based upon the aforesaid two invoices to recover balance amount of invoice dated 20.08.2021 and amount of invoice dated 21.01.2023. A copy of Account Ledger has also been filed by the plaintiff.

In the given facts and circumstances, it is evident that the claim of plaintiff in respect of invoice dated 20.08.2021 is apparently barred by limitation as the present suit could be filed only on 21.01.2026.

Ld. Counsel for plaintiff could not show any provision of law or judgment of any Superior Court in support of her contentions.

In view of the above-said, the claim which can be recovered by the plaintiff in the present suit is only in respect of invoice dated 21.01.2023 amounting to Rs.2,65,500/- which is within the pecuniary jurisdiction of Ld. Civil Judge.

Accordingly, the plaint is returned to the plaintiff under Order 7 Rule 10 CPC to be presented before the Court where the suit should have been instituted.

Ld. Counsel for plaintiff further submits that she will move appropriate application for amendment of the plaint qua amount in invoice dated 21.01.2023 before the Court concerned.

The plaint alongwith Court Fees be returned to the plaintiff after necessary endorsement.

File be consigned to Records.

Copy of this order be given dasti to the plaintiff.

**[Kuldeep Narayan]
DJ-02, South-East,
Saket Court, New Delhi
16.03.2026/sk**