IN THE COURT OF CIVIL JUDGE (JUNIOR DIVISION), FARIDABAD.
PRESIDING OFFICER: AMITENDRA SINGH.

HRFB020036202023.

UID No. HR0512.
CNR No. HRFB020-003620-2023.

CIS No.	: Commercial Suit-256 of 2024.
Civil Suit No.:	: 203 of 2023.
Date of Inst:	: 09.08.2023.
Date of Order	: 09.07.2026.
Decision	: **DISMISSED WITH COSTS.**
Duration	: 2 years, 11 months, 0 days.

1. M/s Guruji Enterprises, Through partner Mr. Manik Vohra, Flat no. 289, Sector-24, Faridabad, Haryana-121005.

2. Mr. Manik Vohra, R/o H.No. 1251, Sector-14, Faridabad, Haryana-121007.

...Plaintiffs.

Versus

1. M/s P.R. Footwear, Through its Partners/ Authorized Person, having registered office at: Plot No.145, Shed no. 1 & 2, Sector-25, Faridabad, Haryana – 121004.

2. Mr. Rajesh Jain, Partner, R/o Plot No.4, Sector-11D, Faridabad, Haryana-121006.

3. Ms. Pooja Jain, Partner, R/o Plot No.4, Sector-11D, Faridabad, Haryana-121006.

...Defendants.

SUIT FOR RECOVERY OF ₹23,91,950/- ALONG WITH PENDENTE LITE AND FUTURE INTEREST @ 20% PER ANNUM.

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Present: Sh. Deepak Gautam and Sh. Vikash, Advocate for plaintiffs.
Sh. Khalin Chadha, Advocate for defendants.

(Amitendra Singh)
Civil Judge (Jr. Divn.)
Faridabad. 09.07.2026.
UID No.HR0512.

JUDGMENT

The instant commercial suit has been filed by the plaintiffs seeking recovery of ₹23,91,950/- alongwith pendent lite and future interest @ 20% per annum from the date of filing of the suit, till its realization.

FACTUAL MATRIX:

2. The facts of the instant suit lie in a very narrow compass. The plaintiff No.1 M/s Guruji Enterprises is a partnership firm dealing in the business of services trading at the address Flat no.289, Sector-24, Faridabad, Haryana-121005. The defendant No.2, represented himself as authorized partner of the said partnership firm i.e. M/s P.R. Footwear, approached the plaintiffs for the purpose of purchasing the goods like cartons and boxes. The defendants had purchased the material from his client through the invoices as under:-

S.No.	Invoice No.	Dated	Amount
1.	638	14.12.2020	₹57,960/- Partly unpaid to the extend 10,763/-
2.	642	15.12.2020	₹27,588/-
3.	644	15.12.2020	₹46,368/-
4.	648	16.12.2020	₹28,515/-
5.	652	18.12.2020	₹34,923/-
6.	659	19.12.2020	₹46,368/-
7.	663	21.12.2020	₹27,776/-

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8.	668	22.12.2020	₹36,016/-
9.	673	23.12.2020	₹27,776/-
10.	683	25.12.2020	₹71,142/-
11.	688	25.12.2020	₹34,720/-
12.	691	26.12.2020	₹21,343/-
13.	696	28.12.2020	₹13,020/-
14.	701	29.12.2020	₹62,250/-
15.	709	30.12.2020	₹34,720/-
16.	714	31.12.2020	₹57,803/-
17.	718	31.12.2020	₹33,392/-
18.	726	02.01.2021	₹20,898/-
19.	733	04.01.2021	₹62,099/-
20.	741	05.01.2021	₹43,604/-
21.	747	06.01.2021	₹38,714/-
22.	758	08.01.2021	₹21,874/-
23.	769	11.01.2021	₹52,718/-
24.	774	12.01.2021	₹36,240/-
25.	788	14.01.2021	₹59,961/-
26.	801	18.01.2021	₹53,357/-
27.	807	18.01.2021	₹31,125/-
28.	811	19.01.2021	₹85,371/-
29.	814	19.01.2021	₹34,720/-
30.	833	22.01.2021	₹48,553/-
31.	840	25.01.2021	₹5,816/-
32.	850	28.01.2021	₹26,040/-

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33.	861	30.01.2021	₹60,088/-
34.	865	30.01.2021	₹71,142/-
35.	874	02.02.2021	₹54,246/-
36.	876	02.02.2021	₹34,720/-
37.	891	06.02.2021	₹23,284/-
38.	911	10.02.2021	₹26,492/-
39.	923	12.02.2021	₹62,069/-
40.	926	12.02.2021	₹79,803/-
41.	941	16.02.2021	₹17,786/-
42.	948	17.02.2021	₹28,270/-
43.	964	20.02.2021	₹53,364/-
44.	975	23.02.2021	₹27,043/-
45.	983	24.02.2021	₹38,295/-
46.	996	27.02.2021	₹48,980/-
47.	1018	05.03.2021	₹77,291/-
48.	1029	06.03.2021	₹61,333/-
49.	1034	08.03.2021	₹22,047/-
50.	1071	19.03.2021	₹98,914/-
51.	1073	19.03.2021	₹98,543/-
52.	1075	19.03.2021	28,219/-
53.	1087	22.03.2021	87,199/-
54.	1091	23.02.2021	₹12,125/-
55.	1095.	24.03.2021	₹45,097/-
Total			₹23,91,950/-

(Amitendra Singh)
Civil Judge (Jr. Divn.)
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The said goods were duly received by the defendants with his utmost satisfaction and there was no complaint of any nature, at any point of time from the defendants till date. The Plaintiff supplied goods to the defendants lastly on 24.03.2021 and requested the defendants to clear the outstanding payment, but the defendants requested the plaintiffs to wait for some time. The plaintiffs being considerate to the bad financial conditions caused by pandemic and lockdowns, granted the defendants more time for the repayment. After lifting the lockdown in 2022, the plaintiffs has again approached the defendants and requested them to clear the payment. Again the defendant assured and undertakes to clear the remaining payment of the plaintiffs, within a period of few months. The defendants also made payment of ₹30,000/- on 01.08.2022. The plaintiffs being considerate to the financial situation again granted some time to the defendant to clear the remaining outstanding amount. Thereafter, the plaintiffs has been repeatedly asking for the remaining payment from the defendants on telephone as well as upon personal visits, but all in vain. The defendant has only made payment of ₹7,04,047/- out of total ₹30,95,997/- towards the purchases made by the defendant. Thus, balance of amount of ₹23,91,950/-, despite receiving the goods, is outstanding against the defendants alongwith interest @20% p.a. for illegally withholding the said amount. Constrained with this situation, the plaintiffs filed the instant suit.

3. The defendants caused appearance before the Court and filed

written statement in which objections regarding maintainability of the suit, locus standi, cause of action, proper ad-valorem court fees, false, frivolous, fabricated, manipulated, jurisdiction, estoppal, abuse of process of law, vexatious, uncalled and unwarranted etc. were pleaded. It is submitted, that the plaintiff has not come to this Court with clean hands and has suppressed the material facts. It is the case of the defendants, that the plaintiff is not a registered partnership firm under provisions of partnership act 1932 & hence cannot sue any third party. The suit of the plaintiff is not maintainable in the present form. As a matter of fact, the answering defendants had no concern and connection with the plaintiff at any point of time. The plaintiff has filed the present false and frivolous suit, only to extort money from the answering defendants on the basis of the false and fabricated facts. The documents mentioned in the suit by the plaintiff is totally false, fabricated and manipulated. It is pertinent to mention, that the defendants had no relation and connection with the alleged document which is mentioned in the plaint of the plaintiff. The plaintiff has supplied the inferior quality material to the answering defendants and raised bill of the said supplied material, but the answering defendants has intimated the plaintiff regarding the inferior goods and return the same. On intimation of the answering defendants, the plaintiff has taken the same, but has not removed the bills from its ledger account and has filed the present false suit against the answering defendants, on the basis of the false and fabricated bills and ledger, only to extort huge amount from the answering defendant.

Further, the present suit itself is not maintainable as the mandatory requirement under Section 12A of the Commercial Courts Act, 2015, which mandates pre-institution mediation in commercial matters, has not been complied with by the Plaintiff. Denying the remaining contents of the plaint, dismissal of the suit is prayed.

ISSUES:

4. Replication was filed by the plaintiff. From the pleadings of the parties, following issues were framed vide order dated 04.10.2025:-

1. Whether the plaintiff is entitled for a decree of recovery of ₹23,91,950/- alongwith interest, as prayed for? OPP.

2. Whether the suit of the plaintiff is not maintainable in the present form? OPD.

3. Relief.

Thereafter the parties were called upon to lead their respective evidence.

PLAINTIFF EVIDENCE:

5. In order to prove his case, the plaintiff Manik Vohra stepped into the witness box as PW1 and tendered in evidence his duly sworn affidavit Ex.PW1/A reiterating the contents of the plaint. In order to prove his case, he has produced the following documents:

EXHIBITS.	**DOCUMENTS.**

Ex.PW1/1.	Tax Invoices.
Ex.PW1/2.	Ledger Account.
Ex.PW1/3.	Copy of emails.
Ex.PW1/4.	Non Starter Report.
Ex.PW1/5.	Certificate under Section 63(4)(c) of BSA.

Thereafter, learned counsel for the plaintiff has closed on the evidence behalf of plaintiff vide order dated 18.11.2025.

DEFENDANT EVIDENCE:

6. On the other hand, to rebut the case of the plaintiff, no defendant evidence was recorded, despite availing several effective opportunities. Hence, defendants evidence was closed by court order dated 06.01.2026.

PLAINTIFF ARGUMENT:

7. Written argument on behalf of plaintiff filed. Initiating the argument, in addition to written argument, the learned counsel on behalf of the plaintiff has submitted that the defendant is in outstanding of ₹23,91,950/- and the same has not been paid, despite repeated requests. With these short submission, it was prayed that the suit of the plaintiff may kindly be decreed.

DEFENDANT ARGUMENT:

8. On behalf of the defendant, it has vociferously been argued that the entire case is based upon falsities and concocted version of the plaintiff. The plaintiffs have supplied low quality material to the

defendants and on objection by the defendants, the defected material was taken back by the plaintiff. However, to extort money from the defendants, the bills in the book of accounts, have not been cancelled. Further, it is argued that the instant suit is not maintainable as per the provisions of section 69 Partnership Act, as the plaintiff firm is not a registered firm. With these, submissions, it is prayed that the instant suit may be kindly be dismissed.

ANALYSIS AND FINDINGS:

9. This Court has heard learned counsel for the parties and navigated through the record meticulously, with their able assisstance. The issue-wise findings of this court with reasons thereof, are as under:-

ISSUE No.1:

10. The onus to prove this issue was on the plaintiffs. This issue is of paramount importance and would decide the controversy effectively. As per maxim "*Affirmanti Non-Neganti Incumbit Probatio*" i.e. burden to prove lies on the person who asserts, and not on whom who denies. Section 104 of Bharatiya Sakshya Adhiniyam, 2023 provides that burden to prove is upon the person who desires any Court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts, must prove that those facts exist. Likewise Section 105 of Bharatiya Sakshya Adhiniyam, 2023 also provides that burden of proof in a suit or proceeding lies on that person, who would fail if no evidence at

all were given on either side. If the plaintiff could have plead and produced the cogent evidence then it was obligatory, for defendants to produce the evidence in rebuttal of the same and if they would have failed, the plaintiff would have been entitled for the relief claimed by him in the present suit. It is settled law that the plaintiff has to prove his/her case by leading cogent, convincing and reliable evidence. In case titled as ***Punjab Urban Planning and Development Authority Vs Ms. Shiv Saraswati Iron and Steel Re-rolling Mills 1998(20) RCR (Civil)292 (SC),*** it has been held by Hon'ble Supreme Court that as per section 101 of Indian Evidence Act, it is the plaintiff who has to prove his/her case and he/she must succeed or fail on his /her own case and he/she cannot take the benefit of the weakness of the defendant's case to get a decree.

11. In the instant case, the business terms is admitted between the parties. Ex.PW1/1 Tax Invoices, Ex.PW1/2 Ledger Account and Ex.PW1/3 copy of e-mails, indisputably proves the outstanding amounting to ₹23,91,950/- as on 27.04.2023 on the part of the defendants, after deducting ₹3,00,000/- received on 27.04.2023. The plea of the defendants, that the plaintiff had supplied defective material is baseless, bogus and vague in the absence of any tangent evidence being produced in this regard and thus is rejected in its entirety. It is apropos to mention, that the defendants despite availing several effective opportunities, did not lead any evidence to lend credence to their version. It is settled proposition of

law, that mere argument cannot take place of proof. Baring oral, bald and self serving submissions, there is nothing on record to prove that the plaintiffs supplied defective material to the defendants, and the same was lifted by the plaintiffs, on objection by the defendants.

12. As a sequel to the above discussion, the plaintiffs have proved his case to the effect, that amount to the tune of ₹23,91,950/- is payable by the defendants. Thus, the subject issue is hereby decided in favour the plaintiffs and against the defendants.

ISSUES No: 2:

13. The onus to prove these issues was on the defendant. It is submitted on behalf of the defendants, that the instant suit is not maintainable as per the provisions of section 69 Partnership Act, as the plaintiff firm is not a registered firm. Before delving into the intricacies involved, Section 69 Indian Partnership Act is hereby reproduced, as below, for ready reference:

"**Section 69: Effect of non-registration:** (1) No suit to enforce a right arising from a contract or conferred by this Act shall be instituted in any Court by or on a behalf of any persons suing as a partner in a firm against the firm or any person alleged to be or to have been a partner in the firm unless the firm is registered and the person suing is or has been shown in the Register of Firms as a partner in the firm.

(2) No suit to enforce a right arising from a contract shall be instituted in any Court by or on behalf of a firm against any third party unless the firm is registered and the persons suing are or have been shown in the Register of Firms as partners in the firm."

14. It is evident from a reading of sub-sections (1) and (2) of Section 69 that it assumes mandatory character. Section 69(1) prohibits a suit amongst the partners of an unregistered partnership firm, for the enforcement of a right either arising from a contract or conferred by the Act, unless the suit amongst the partners is in the nature of dissolution of the partnership firm and/or rendition of accounts. Section 69(2) prohibits the institution of a suit by an unregistered firm against third persons for the enforcement of a right arising from a contract. As a consequence, a suit filed by an unregistered partnership firm and all proceedings arising thereunder, which fall within the ambit of Section 69 would be without jurisdiction.

15. In the factual matrix of the suit at hand, it is not disputed that the plaintiff firm is a non registered firm. Hon'ble Supreme Court in case law authority namely ***Seth Loonkaran Sethiya and Others v. Mr. Ivan E. John and Others reported in (1977) 1 SCC 379*** had categorically held that Section 69 is mandatory in character and a suit instituted by a plaintiff in respect of a right which was vested in him by virtue of a contract and entered into in his capacity as a partner of a partnership firm, would be void, if such a firm was unregistered. The relevant observations are as under:

> "21. A bare glance at the section is enough to show that it is mandatory in character and its effect is to render a suit by a plaintiff in respect of a right vested in him or acquired by him

under a contract which he entered into as a partner of an unregistered firm, whether existing or dissolved, void. In other words, a partner of an erstwhile unregistered partnership firm cannot bring a suit to enforce a right arising out of a contract falling within the ambit of Section 69 of the Partnership Act. In the instant case, Seth Sugan Chand had to admit in unmistakable terms that the firm "Sethiya & Co." was not registered under the Indian Partnership Act. It cannot also be denied that the suit out of which the appeals have arisen was for enforcement of the agreement entered into by the plaintiff as partner of Sethiya & Co. which was an unregistered firm. That being so, the suit was undoubtedly a suit for the benefit and in the interest of the firm and consequently a suit on behalf of the firm. It is also to be borne in mind that it was never pleaded by the plaintiff, not even in the replication, that he was suing to recover the outstandings of a dissolved firm. Thus, the suit was clearly hit by Section 69 of the Partnership Act and was not maintainable."

16. In another case titled as ***Mukund Balkrishna Kulkarni vs. Kulkarni Powder Metallurgical Industries and Another reported in (2004) 13 SCC 750***, Hon'ble Supreme Court held:

"9. The sub-section contains embargos which must coexist before a plaintiff can be non-suited under that sub-section. The two embargos relevant for this case are: (1) that the suit should be filed by person "suing as a partner in a firm" and (2) that the suit must be to enforce a right arising from a contract. The submission of the respondents which was accepted by the High Court was that the prayer of the appellant, namely, for a declaration of the existence of the partnership and the share between the parties was a suit to enforce a right under a contract against the firm. A prayer for such declaration could not be said to be made by person suing as a partner. It was a prayer to be a partner and is therefore not debarred under the provisions of Section 69(1). Furthermore, what was in fact being prayed for by the appellant was a declaration of the existence of a contract between the parties. That could not be said to be a suit to enforce a right arising from a contract. The second prayer of the appellant was not to continue as a partner of the firm but to dissolve the firm. To that extent the appellant was suing "as a partner".

17. Most recently, Hon'ble Apex Court in judicial pronouncement namely ***Sunkari Tirumala Rao vs Penki Aruna Kumari 2025 INSC 92*** held as follows:

11. By applying the two embargoes to the facts of that case (i.e. The suit should be filed by a person "suing as a partner in a firm and the suit must be to enforce a right arising from a contract.), it was held that, first, the suit for declaration as regards the existence of a partnership could neither be said to be made by a person suing as a partner nor could be said to be a suit to enforce a right arising from a contract. It was in fact a prayer to be declared a partner in the firm and was therefore, not falling within Section 69(1). Secondly, as regards the other prayer for dissolution of the firm, the Court held that the appellant was in fact suing "as a

partner" and was also enforcing a right under a contract. However, the same was saved due to the operation of the exception under Section 69(3) which permits the filing of a suit for dissolution of the firm and rendition of accounts irrespective of the non-registration of the partnership firm.

18. As a denouement to the above discussion of settled proposition of law on the point of effect of non registration of the firm, the suit of the plaintiffs is not sustainable in the eyes of law. Thus, the subject issue is hereby decided in favour the defendants and against the plaintiffs.

ISSUE NO.3 (RELIEF):

19. As a conspectus to the above detailed discussion, especially on issue no.2, the suit of the plaintiffs being non maintainable, is hereby **dismissed with costs**. Decree-sheet be prepared accordingly. File be consigned to the record room after due compliance, complete in all respects.

Pronounced in Court. **(Amitendra Singh)**
Dated: 09.07.2026. **Civil Judge (Junior Division)**
Faridabad.

Note: This judgment contains fifteen pages and each page has been checked and signed by me.

(Amitendra Singh)
Civil Judge (Junior Division)
Faridabad. UID No. HR00512.

Lovekesh

(Amitendra Singh)
Civil Judge (Jr. Divn.)
Faridabad. 09.07.2026.
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