

**IN THE COURT OF SH. SANJAY GARG-II,
PRINCIPAL DISTRICT & SESSIONS JUDGE, SHAHDARA,
KARKARDOOMA COURTS, DELHI**

Civil Suit No. 235/2017
CNR No. DLSH01-001884-2017

In the matter of:

Sh. Nitin Kumar Sharma,
S/o Sh. Anil Kumar Sharma,
R/o 1/2339, Gali No. 11,
Mandoli Road,
Shahdara, Delhi –110032.

....Plaintiff

Versus

1. Sh. Ajay Goyal,
S/o Sh. Mahavir Aggarwal,
R/o 1/2350-A, Street No. 4,
Ram Nagar, Mandoli Road,
Shahdara, Delhi – 110032.

2. Sh. Neeraj Goyal,
S/o Sh. Mahavir Aggarwal,
R/o 1/2350-A, Street No. 4,
Ram Nagar, Mandoli Road,
Shahdara, Delhi – 110032.

.....Defendants

AND

Counter Claim No. 747/2017
CNR No. DLSH01-006134-2017

In the matter of:

Sh. Ajay Goel,
S/o Sh. M. P. Aggarwal,
R/o 1/2350, Street No. 4,
Ram Nagar, Shanti Building,
Shahdara, Delhi – 110032.

Presently residing at:
201, 7–C, Gokuldharm Society,
Near Sita Ram Apartment,
Moti Ram Road,
Delhi – 110032.

....Counter Claimant

Versus

Sh. Nitin Kumar Sharma,
S/o Sh. Anil Kumar Sharma,
R/o 1/2339, Gali No. 11,
Mandoli Road, Shahdara,
Delhi – 110032.

.....Respondent

Suit instituted on : 21.03.2017

Counter Claim filed on : 12.05.2017

Judgment reserved on : 10.04.2026

Judgment pronounced on : 12.05.2026

JUDGMENT

1. By this common judgment, the Court shall decide the suit for recovery of Rs. 21,82,850/- along with pendentelite interest @ 10% per annum instituted by the plaintiff against the defendants and the counter claim for recovery of Rs. 19,32,570/- along with pendentelite interest @ 18% per annum filed by the defendant No. 1/counter claimant against the respondent/plaintiff.
2. For the sake of convenience, the parties shall be referred as plaintiff and defendants in accordance with the memo of parties in the suit.

CASE OF THE PLAINTIFF:

3. The case of the plaintiff is that the defendants No. 1 and 2, who are the real brothers and resided in his neighbourhood, met him in the month of May, 2014 and informed that they were in the process of making a film ‘Maya’, whose script had been written by a known story writer Sh. Praful Parikh. They had also shown copy of agreement executed between them and the script writer Sh. Praful Parikh and requested for financial assistance of Rs. 20 lakh from the plaintiff with the assurance to pay the same along with interest @ 10% upon the completion of the film within a period of one year. They also promised that the name of the plaintiff and his firm would be mentioned in a scene as ‘Special Thanks’.
4. Believing the representations and assurances given by the defendants, the plaintiff paid a total sum of Rs. 17,58,000/- in different names as per the instructions of the defendant No. 1. The details of the said payments are as under:

Sl. No.	Amount	Date	Mode of payment	Name of the transferee
1	Rs. 3,00,000/-	22.07.2014	Bank transfer	M/s. Shri Shyam Roadlines
2	Rs. 8,78,000/-	20.08.2014	Bank transfer	M/s. Shri Shyam Roadlines
3	Rs. 3,00,000/-	23.09.2014	Cheque No. 27665240	Defendant No. 1
4	Rs. 2,80,000/-	23.09.2014	Cheque No. 27665242	Defendant No. 2
Total	Rs. 17,58,000/-			

The defendant No. 1, who is the sole proprietor of M/s. Shri Shyam Roadlines, acknowledged the payment of the above amount of Rs. 17,58,000/- by the plaintiff in writing on 17.03.2015.

5. After some time of the payment of money to the defendants, the plaintiff enquired about the status of the film but the defendants kept on making excuses. On the persistence of the plaintiff, they showed an agreement entered between them and the film director Sh. Sudhish Kumar Sharma, who also resided in the same locality, and stated that they required a further period of six months to start the movie. In the month of February, 2016, the plaintiff came to know that the movie was not being made and thus, he demanded his money along with interest from the defendants. Instead of repaying the money, the defendants threatened the plaintiff of dire consequences and false implication in criminal cases. Left with no option, the plaintiff sent a legal notice dated 27.10.2016 to the defendants. On receiving the notice, the defendants sent their reply dated 15.11.2016 but did not repay the money. Hence, the plaintiff instituted the instant suit seeking recovery of principal amount of Rs. 17,58,000/- and pre-suit interest of Rs. 4,24,850/- calculated @ 10% per annum.

WRITTEN STATEMENT OF THE DEFENDANTS:

6. The defendants filed a joint written statement on 12.05.2017 wherein they took the preliminary objections that the suit is without any cause of action and is bad for misjoinder of the

defendant No. 2 as he never had any financial transaction with the plaintiff. They stated that the defendant No. 1, who is engaged in the business of transport in the name and style of M/s. Shri Shyam Roadlines, also entered into the business of film making in the name and style of M/s. Art and Film Production and M/s. Shiva Entertainment and since the plaintiff was his childhood friend, the defendant No. 1 had disclosed regarding the script and the name of the script writer during the friendly talks without showing any agreement to him. They stated that the plaintiff is a PWD contractor running his business in the name and style of M/s. AVN Infrastructure and being the friends and neighbours, the plaintiff and the defendant No. 1 had financial dealings with each other.

7. The defendants averred that during the course of business, the defendant No. 1 had taken friendly loan of Rs. 42,27,000/- from the plaintiff but denied that the plaintiff had given cheque No. 27665240 dated 23.09.2014 of Rs. 3 lakh in favour of defendant No. 1 and cheque No. 27665242 dated 23.09.2014 of Rs. 2,80,000/- in favour of defendant No. 2. The details of the friendly loan taken by the defendant No. 1 from the plaintiff were disclosed as under:

Sl. No.	Date	Amount	Credited to the account	Mode of transfer
1	27.05.2014	Rs. 6,50,000/-	Art & Film Production	RTGS
2	31.05.2014	Rs. 10,00,000/-	Art & Film Production	RTGS

3	13.06.2014	Rs. 9,50,000/-	Art & Film Production	RTGS
4	22.07.2014	Rs. 3,00,000/-	Shri Shyam Roadlines	Cheque
5	20.08.2014	Rs. 8,78,000/-	Shri Shyam Roadlines	Cheque
6	28.08.2014	Rs. 2,49,000/-	Art & Film Production	RTGS
7	05.05.2015	Rs. 2,00,000/-	Shiva Entertainment	RTGS
Total		Rs. 42,27,000/-		

8. The defendants further averred that the defendant No. 1 not only repaid the loan borrowed from the plaintiff but also advanced friendly loan to him and as per the statement of account, the plaintiff is liable to pay an amount of Rs. 17,73,000/- to the defendant No. 1. The details of the money paid by the defendant No. 1 to the plaintiff were disclosed as under:

Sl. No.	Date	Amount	Credited to the account	Mode of transfer
1	09.07.2014	Rs. 5,00,000/-	AVN Infrastructure	RTGS
2	16.07.2014	Rs. 5,00,000/-	AVN Infrastructure	RTGS
3	18.07.2014	Rs. 10,00,000/-	AVN Infrastructure	RTGS
4	20.08.2014	Rs. 11,00,000/-	AVN Infrastructure	RTGS
5	19.09.2014	Rs. 29,00,000/-	AVN Infrastructure	RTGS
Total		Rs. 60,00,000/-		

9. The defendants denied that any acknowledgment in writing in respect of the amount of Rs. 17,58,000/- was made by the defendant No. 1 on 17.03.2015 or that they had entered into any agreement with Sh. Sudhish Kumar Sharma and had shown the said agreement to the plaintiff at any point of time. They stated that both the said documents are forged and fabricated and the copy thereof produced by the plaintiff can not be looked into. The defendants averred that in response to the legal notice of the plaintiff, the defendant No. 1 sent reply cum legal notice to the plaintiff demanding the amount of Rs. 17,73,000/- along with interest @ 18% per annum and with a view to escape the said liability, the plaintiff filed the instant suit against them.

COUNTER CLAIM OF THE DEFENDANT NO. 1:

10. Along with the written statement, the defendant No.1 filed a counter claim seeking recovery of the principal amount of Rs. 17,73,000/- and Rs. 1,59,570/- towards interest @ 18% per annum with effect from 15.11.2016 on the same facts as pleaded in the written statement.

REPLICATION AND WRITTEN STATEMENT TO THE COUNTER CLAIM:

11. The plaintiff reiterated the contents of the plaint and denied his liability to pay Rs. 17,73,000/- along with interest to the defendant No.1. While denying that the defendant No.1 had entered into the business of film making in the name and style of M/s. Art and

Film Production and M/s. Shiva Entertainment, the plaintiff averred that their common friend Sh. Rakesh Kumar is the sole proprietor of both the said firms. Though the plaintiff admitted that he had advanced loan to M/s. Art and Film Production and M/s. Shiva Entertainment but denied that the defendant No. 1 had made any payment to him as claimed in the written statement and counter claim.

ISSUES:

12. On 30.11.2017, the issues were framed by the Court. Issues framed in the suit and the counter claim are as under:-

Issues in the Suit:

- (i) Whether the plaintiff proves that he is entitled to recover the suit claim of Rs. 21,82,850/- from the defendant No. 1 and 2 as prayed for in the suit? OPP
- (ii) Whether the defendants prove that they have taken a friendly loan of Rs. 42,27,000/- only and the same was repaid as contended in paras 5D and 5E? OPD
- (iii) Relief.

Issues in the Counter Claim:

- (i) Whether the plaintiff (defendant No. 1) proves that he is entitled to recover a sum of Rs. 19,32,570/- alongwith the interest from the defendant (plaintiff in the original suit) as prayed for in the suit? OPP
- (ii) Whether the defendant in the counter claim proves that he is not liable to pay any amount? OPD
- (iii) Relief.

EVIDENCE LED BY THE PARTIES:

13. For the purpose of recording of evidence, the Court directed that the evidence led by the parties in the suit shall also be read as evidence in the counter claim.
14. In support of his case, the plaintiff examined himself as PW1. He led evidence on affidavit (Ex. PW1/A) wherein he testified the contents of the plaint on oath. He placed reliance on the complaints dated 09.08.2016 and 19.01.2017 as Ex. P1 (Colly.); the copy of agreement dated 17.03.2015 stated to have been executed between the defendant No.1 and Sh. Sudhish Kumar Sharma as Ex. P2; the copy of legal notice dated 27.10.2016 as Ex. P3 and the reply cum demand notice received from the defendant No.1 as Ex. P4.
15. The plaintiff also examined two witnesses i.e. PW2 Sh. Ajay Singh, Assistant Officer and PW3 Sh. Ved Prakash, Manager from the Bank of Baroda, MSME, Loni Road, Shahdara, Delhi, who produced the statement of account of M/s. AVN Infrastructure and M/s. Shri Shyam Roadlines. PW2 produced the statement of account of M/s. AVN Infrastructure for the period 07.03.2014 to 15.03.2016 and the statement of account of M/s. Shri Shyam Roadlines for the period 04.03.2014 to 15.03.2016 as Ex. PW2/A and Ex. PW2/B respectively. Since the said statements were not accompanied with the certificates under the Bankers' Books Evidence Act or under Section 65B of Indian Evidence Act, PW3

Sh. Ved Prakash was examined by the plaintiff. PW3 produced the statement of account of M/s. AVN Infrastructure for the period 07.03.2014 to 08.11.2017 as Ex. PW3/1; the statement of account of M/s. Shri Shyam Roadlines for the period 07.03.2014 to 15.03.2016 as Ex. PW3/2 and the certificates under the Bankers' Books Evidence Act in respect of both the statements as Ex. PW3/3 (Colly.).

16. Sh. Sudhish Kumar Sharma was examined by the plaintiff as PW4. He led evidence on affidavit (Ex. PW4/A) wherein he deposed that he had entered into an agreement and confirmation letter dated 17.03.2015 (Ex. P2) with M/s. Shiva Entertainment being represented by the defendant No.1 and that later on, he came to know that the defendant No. 1 is not the proprietor of the said firm.
17. On the other hand, the defendants stepped into the witness box as DW1 and DW2 respectively. Both of them led evidence on affidavits, which are on the lines of the written statement filed by them.
18. The plaintiff also led evidence in rebuttal and examined Sh. Dinesh Ashiwal, General Secretary of Western India Film and TV Producers' Association, Mumbai as PW5. He produced the application for membership along with annexures submitted by Sh. Rakesh Kumar in respect of his proprietorship firms M/s. Art and Film Production and M/s. Shiva Entertainment with the said

Association and placed on record the copy thereof as Ex. PW5/A (Colly.) and Ex. PW5/B (Colly.) respectively.

19. Arguments on behalf of both the parties have been heard. The material on record has also been perused.

FINDINGS ON ISSUES NO. 1 AND 2 IN THE SUIT:

Issue No. 1: Whether the plaintiff proves that he is entitled to recover the suit claim of Rs. 21,82,850/- from the defendant No. 1 and 2 as prayed for in the suit? OPP

Issue No. 2: Whether the defendants prove that they have taken a friendly loan of Rs. 42,27,000/- only and the same was repaid as contended in paras 5D and 5E? OPD

20. Both the issues are being decided together as they are inter connected.
21. The case of the plaintiff is that the defendants represented to him that they were in the process of making a movie and requested for financial assistance of Rs. 20 lakh and that believing the representations made by them, he advanced a total sum of Rs. 17,58,000/- to the defendants for a period of one year. According to the plaintiff, the amount of Rs. 11,78,000/- (i.e. Rs. 3 lakh on 22.07.2014 and Rs. 8,78,000/- on 20.08.2014) had been transferred to the bank account of the proprietorship firm of the defendant No. 1 M/s. Shri Shyam Roadlines and the remaining amount of Rs. 5,80,000/- had been given by way of cheque No.

27665240 dated 23.09.2014 of Rs. 3 lakh in the name of defendant No. 1 and cheque No. 27665242 dated 23.09.2014 of Rs. 2,80,000/- in the name of defendant No. 2. The credit of Rs. 11,78,000/- in the bank account of M/s. Shri Shyam Roadlines has been admitted by the defendants. They have only denied the payment of Rs. 5,80,000/- to them by the plaintiff through cheques.

22. In order to prove the payment of Rs. 5,80,000/- through cheques, the plaintiff has summoned and examined Sh. Ved Prakash, Manager, Bank of Baroda, Shandara, Delhi. The said witness placed on record the copy of statement of account of the proprietorship firm of the plaintiff namely M/s. AVN Infrastructure for the period 07.03.2014 to 08.11.2017 and the certificate under the Bankers' Books Evidence Act in respect thereof as Ex. PW3/1 and part of Ex. PW3/3 (Colly.). A perusal of the bank statement (Ex. PW3/1) shows that it contains two debit entries of Rs. 3 lakh and Rs. 2,80,000/- on 23.09.2014 towards the payment made to Sh. Ajay Goyal (i.e. the defendant No. 1) and Sh. Neeraj (i.e. the defendant No. 2) against cheques No. 27665240 and 27665242 respectively. Considering the above debit entries, the defence of the defendants that they did not receive the amount of Rs. 5,80,000/- from the plaintiff through cheques stands falsified.
23. Ld. Counsel for the defendants has contended that merely on the basis of the above debit entries, it can not be said that the payments against the cheques in question had been received by the

defendants and the plaintiff ought to have summoned the record of the said two cheques from his bank to show that the same had been presented and encashed by the defendants. The Court does not find any merit in the above contention. It is the specific case of the plaintiff that he had issued cheques No. 27665240 and No. 27665242 in the names of the defendants No. 1 and 2 respectively. Needless to say, it is only the drawee of a cheque who can present and get the cheque encashed. From the debit entries pertaining to the cheques in question, the plaintiff has succeeded in proving that the amounts of Rs. 3 lakh and Rs. 2,80,000/- were paid to the defendants No. 1 and 2 respectively on 23.09.2014 by the bank. In view of the production of the bank statement of the firm of the plaintiff, the onus of proving their plea that they had not received the money against the cheques in question stood shifted upon the defendants. Thus, to discharge the said onus, it was rather incumbent upon the defendants to summon the record of the cheques in question from the bank to show that the payments against the said cheques were not made to them but to some other persons. However, no evidence has been led by the defendants to prove their above defence.

24. In the light of the above discussion, it is evident that the plaintiff had advanced a total amount of Rs. 17,58,000/- to the defendants.
25. In the written statement, the defendants have denied their liability to pay any amount to the plaintiff and have asserted that in fact, the plaintiff is liable to pay an amount of Rs. 17,73,000/- to the

defendant No. 1. The defendants have averred that though the defendant No. 1 was into the business of transport in the name and style of M/s. Shri Shyam Roadlines but he also entered into the business of film making in the name and style of M/s. Art and Film Production and M/s. Shiva Entertainment and that apart from the friendly loan of Rs. 11,78,000/- borrowed in the name of M/s. Shri Shyam Roadlines, the defendant No. 1 had borrowed Rs. 28,49,000/- (i.e. Rs. 6.5 lakh on 27.05.2014, Rs. 10 lakh on 31.05.2014, Rs. 9.5 lakh on 13.06.2014 and Rs. 2.49 lakh on 28.08.2014) in the name of M/s. Art and Film Production and Rs. 2 lakh on 05.05.2015 in the name of M/s. Shiva Entertainment through RTGS from the plaintiff. The defendants further averred that a total amount of Rs. 60 lakh (i.e. Rs. 5 lakh on 09.07.2014, Rs. 5 lakh on 16.07.2014, Rs. 10 lakh on 18.07.2014, Rs. 11 lakh on 20.08.2014 and Rs. 29 lakh on 19.09.2014) had been transferred by the defendant No. 1 through RTGS in the bank account of the proprietorship firm of the plaintiff namely M/s. AVN Infrastructure and after the adjustment of the loan borrowed from the plaintiff, the defendant No. 1 is entitled to receive Rs. 17,73,000/- from the plaintiff.

26. Ld. Counsel for the defendants has submitted that the plaintiff (PW1) has admitted in his cross-examination that apart from the amount of Rs. 11,78,000/- advanced to M/s. Shri Shyam Roadlines, he had extended loan of Rs. 28,49,000/- to M/s. Art and Film Production and Rs. 2 lakh to M/s. Shiva Entertainment and that a total amount of Rs. 60 lakh had been credited in the bank

account of his proprietorship firm M/s. AVN Infrastructure. He has submitted that the defendant No. 1 was one of the partners of M/s. Art and Film Production and M/s. Shiva Entertainment and thus, in view of the above admissions of the plaintiff, the case of the defendants that the loans borrowed from the plaintiff had been repaid and the plaintiff is liable to repay the excess amount of Rs. 17,73,000/- to the defendant No. 1 stands established.

27. Per contra, the Ld. Counsel for the plaintiff has submitted that the defendant No. 1 had misrepresented to the plaintiff that he had become a partner in M/s. Shiva Entertainment and had also shown the agreement dated 17.03.2015 (Ex. P2) executed between him on behalf of the said firm and the film director Sh. Sudhish Kumar Sharma but later on, it was revealed that the defendant No. 1 had no interest either in M/s. Shiva Entertainment or M/s. Art and Film Production. He has submitted that one Sh. Rakesh Kumar is the proprietor of both the said firms and the amount of Rs. 60 lakh had been credited in the bank account of the plaintiff's firm M/s. AVN Infrastructure through RTGS/NEFT from the bank account of M/s. Art and Film Production. He has argued that the financial transactions between the plaintiff and the proprietorship firms of Sh. Rakesh Kumar are separate transactions having no concern with the defendant No. 1 and therefore, the defendant No. 1 cannot claim any benefit for the amount of Rs. 60 lakh received by the plaintiff from M/s. Art and Film Production.

28. Though the defendants have claimed in the written statement that the defendant No. 1 had transferred the amount of Rs. 60 lakh to the bank account of the proprietorship firm of the plaintiff M/s. AVN Infrastructure but a perusal of the copy of the bank statement of the said firm (Ex. PW3/1) shows that the above amount had been credited in the account through electronic mode by M/s. Art and Film Production. In his evidence in rebuttal, the plaintiff has examined Sh. Dinesh Ashiwal, General Secretary of Western India Film and TV Producers Association, Mumbai as PW5. The said witness produced the applications for membership along with annexures submitted on behalf of M/s. Art and Film Production and M/s. Shiva Entertainment with the Association as Ex. PW5/A (Colly.) and Ex. PW5/B (Colly.) respectively. From the said documents, it is seen that both the said applications had been submitted by Sh. Rakesh Kumar in the capacity of the proprietor of the said firms.
29. Ld. Counsel for the defendants has submitted that in his cross-examination, PW5 Sh. Dinesh Ashiwal has admitted that the documents Ex. PW5/A (Colly.) and Ex. PW5/B (Colly.) produced by him are till the year 2015 and that he did not know if the firms M/s. Art and Film Production and M/s. Shiva Entertainment were subsequently converted into partnership firms or not. He has contended that on the basis of the record produced by PW5, it can not be said that the said firms had continued to remain the proprietorship firms after the year 2015 and the defendant No. 1 was not inducted as partner in the said firms. The onus of proving

that the defendant No. 1 had joined the above firms as partner was upon the defendants. However, no evidence has been led by them to discharge the said onus. In his cross-examination, the defendant No.1 (DW1) has stated that a document regarding the partnership had been executed between him and Sh. Rakesh Kumar. It is a matter of record that no such document has been produced on record by the defendants. So much so, the defendants have also not examined Sh. Rakesh Kumar in support of their stand. Considering the documents produced and proved by PW5 Sh. Dinesh Ashiwal and in the absence of any evidence produced by the defendants, it is evident that the firms M/s. Art and Film Production and M/s. Shiva Entertainment were the proprietorship firms of Sh. Rakesh Kumar and the defendant No. 1 was never inducted as partner in the said firms. Even otherwise, the amount of Rs. 60 lakh had been transferred from the bank account of M/s. Art and Film Production to the bank account of the proprietorship firm of the plaintiff in the year 2014. Thus, neither the defendants can claim the adjustment of the amount of 60 lakh paid by M/s. Art and Film Production towards discharge of their liability to repay Rs. 17,58,000/- to the plaintiff nor the defendant No. 1 can seek recovery of Rs. 17,73,000/- from the plaintiff.

- 30.** Since it is not the case of the defendants that they had paid any amount to the plaintiff from their own accounts or in cash to repay the loan amount of Rs. 17,58,000/-, it stands established that the plaintiff is entitled to recover the said amount from them.

31. Ld. Counsel for the defendants has submitted that the defendant No. 2 is engaged in the business of textiles in the name and style of M/s. K. M. Traders and since there were no financial transactions between him and the plaintiff, the defendant No. 2 does not owe any liability to repay the amount of Rs. 17,58,000/- to the plaintiff. The Court is unable to agree. It is the case of the plaintiff that the defendants, who are real brothers, approached him in the month of May, 2014 and represented that they were in the process of making a movie 'Maya' and requested for financial assistance of Rs. 20 lakh. According to the plaintiff, believing the representations and assurances given by the defendants, he paid a total sum of Rs. 17,58,000/- to them. Out of which, Rs. 11,78,000/- was transferred to the bank account of the proprietorship firm of the defendant No. 1, Rs. 3 lakh was given by cheque to the defendant No. 1 and Rs. 2,80,000/- was given by cheque to the defendant No. 2. Both the cheques had been issued on 23.09.2014. From the bank statement of the proprietorship firm of the plaintiff (Ex. PW3/1), it is seen that the amount of the said cheques had been debited on the same day. No explanation has been furnished by the defendant No. 2 for receiving the amount of Rs. 2,80,000/- from the plaintiff. Considering the overall facts and circumstances, the version of the plaintiff that he had advanced the amount of Rs. 17,58,000/- to both the defendants deserves to be accepted and thereby, they are jointly and severally liable to repay the said amount.

32. Now, the question which arises for consideration is the rate and period for which the plaintiff is entitled to claim interest on the principal amount of Rs. 17,58,000/-. The plaintiff has claimed interest @ 10% per annum with effect from 23.09.2014 i.e. the date of last advancement of money by him to the defendants. Though the plaintiff has averred that while acknowledging the payment of Rs. 17,58,000/- in writing on 17.03.2015, the defendant No. 1 had undertaken to repay the said amount along with interest @ 10% per annum within a period of one year but neither the said written acknowledgment in original had been produced on record nor the photocopy thereof placed on record along with the plaint was relied upon by him during the course of evidence. The plaintiff has thus failed to prove that there was any agreement between the parties with regard to the payment of interest @ 10% per annum. In the absence of any written agreement between the parties, the rate of interest as claimed by the plaintiff appears to be on higher side. Considering the nature of transaction and taking note of the prevailing banking rates, the Court is of the opinion that it would meet the ends of justice, if the plaintiff is granted interest @ 6% per annum on the principal amount of Rs. 17,58,000/- with effect from 23.09.2014.
33. In the light of the above discussion, the issues No. 1 and 2 framed in the suit are decided in favour of the plaintiff Sh. Nitin Kumar Sharma and against the defendants.

FINDINGS ON ISSUES NO. 1 AND 2 IN THE COUNTER CLAIM:

34. While deciding the issues framed in the suit, the Court has already reached the conclusion that since the amount of Rs. 60 lakh had been transferred to the bank account of the proprietorship firm of the plaintiff M/s. AVN Infrastructure from the bank account of M/s. Art and Film Production and the counter claimant / defendant No. 1 has failed to prove that he was the working partner of M/s. Art and Film Production, the counter claimant / defendant No. 1 can not claim any benefit from the financial transactions between the said two firms. Accordingly, the issues No. 1 and 2 framed in the counter claim are decided against the counter claimant Sh. Ajay Goyal.

RELIEF:

35. Resultantly, the counter claim filed by the defendant No. 1 is dismissed. The suit of the plaintiff is allowed and a decree for recovery of Rs. 17,58,000/- along with interest @ 6% per annum with effect from 23.09.2014 till the realization of the decretal amount is passed in favour of the plaintiff and against the defendants.
36. Decree sheets in the suit and the counter claim be prepared accordingly.
37. Copy of the judgment be also placed in the record of counter claim.

38. After necessary compliance, both the files be consigned to the record room.

Pronounced in the open court
on 12.05.2026

(SANJAY GARG-II)
Principal District & Sessions Judge,
Shahdara, Karkardooma Courts, Delhi