

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

**Civil Suit No. 2863/2016
CNR No. DLSH01-008077-2016**

In the matter of:

Sh. Pramjit Singh,
S/o Sh. Gurcharan Singh,
R/o 1/2342, Gali No. 11,
Ramnagar, Shahdara,
Delhi – 110032.

.....Plaintiff

Versus

Sh. Ajay Goyal,
S/o Sh. Mahavir Aggarwal,
R/o 1/2350A, Gali No. 4,
Ramnagar, Shahdara,
Delhi – 110032.

.....Defendant

Suit instituted on : 09.12.2016

Judgment reserved on : 17.04.2026

Judgment pronounced on : 12.05.2026

JUDGMENT

1. This is a suit for recovery of Rs. 4,00,000/- along with pendentelite interest @ 12% per annum instituted by the plaintiff against the defendant.

CASE OF THE PLAINTIFF:

2. The case of the plaintiff is that the defendant, who resided in his neighbourhood, approached him in the month of April, 2015 and represented that he was in the process of making a film ‘Maya’. The defendant requested the plaintiff to invest an amount of Rs. 10 lakh in his film with the assurance to repay the same along with additional 10% amount within one year on the completion of the film and promised that the name of the plaintiff would be mentioned in a scene as ‘Special Thanks’. The defendant had also shown an agreement dated 17.03.2015 executed between him and one Sh. Sudhish Kumar Sharma, who was the Director of the film and resided in the same locality. Believing the words of the defendant, the plaintiff advanced a total amount of Rs. 4 lakh in cash in the following manner:

Sl. No.	Amount advanced	Date
1	Rs. 1,50,000/-	20.05.2015
2	Rs. 1,00,000/-	25.05.2015
3	Rs. 1,50,000/-	01.06.2015

3. In token of receiving the above amount, the defendant entered into a written agreement dated 05.06.2015 with the plaintiff undertaking to repay the money within 12 months. After the expiry of one year, the plaintiff contacted the defendant but he refused to meet the plaintiff. Finally, the defendant asked the plaintiff to visit

his office at Pandit Chowk, Ram Nagar, Shahdara, Delhi on 07.06.2016. When the plaintiff asked the defendant to repay the money, the defendant started threatening him of dire consequences by stating that he had influence with local police and would implicate the plaintiff in false cases if he ever demanded the money.

4. Left with no option, the plaintiff lodged a complaint with local police and also sent a legal notice dated 17.10.2016 to the defendant. The defendant not only refused to receive the notice but also did not comply with the terms and conditions of the agreement dated 05.06.2015. Hence, the plaintiff instituted the instant suit for recovery against the defendant.

DEFENDANT'S VERSION:

5. The defendant filed his written statement on 24.01.2017 wherein he took the preliminary objection that the suit is without any cause of action and has been filed with an ulterior motive to extort money from him. While denying that he had approached the plaintiff for investment of Rs. 10 lakh in his film or had borrowed a sum of Rs. 4 lakh from the plaintiff, the defendant stated that the agreement dated 05.06.2015 is a false and fabricated document and he does not owe any liability towards the plaintiff.
6. The defendant stated that he was working in partnership with Sh. Nitin Kumar Sharma and Sh. Arun Tyagi and they used to procure

work on contract basis from PWD but with the passage of time, differences arose between them and the partnership was dissolved. After the dissolution of partnership, Sh. Nitin Kumar Sharma and Sh. Arun Tyagi started harassing him by filing frivolous litigations against him through their acquaintances to cause financial loss to him and the instant suit is one of the instances of such litigations.

7. The defendant stated that no agreement dated 17.03.2015 was ever executed between him and Sh. Sudhish Kumar Sharma in respect of any film and that the alleged agreement had been fabricated by the plaintiff in collusion with Sh. Nitin Kumar Sharma and Sh. Arun Tyagi by forging his signature on the same. The defendant averred that neither any meeting took place between the parties on 07.06.2016 nor any legal notice dated 17.10.2016 was sent by the plaintiff. Alleging that the suit had been filed on the basis of false documents with no iota of truth, the defendant sought dismissal of the suit.

ISSUES:

8. On 21.02.2017, the following issues were framed by the Court:
 - (i) Whether the plaintiff proves that the defendant is liable to pay him a sum of Rs. 4 lakhs alongwith interest in background of the agreement between the parties dated 05.06.2015? OPP
 - (ii) If so, what relief?

EVIDENCE LED BY THE PARTIES:

9. 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 agreement dated 17.03.2015 executed between the defendant and Sh. Sudhish Kumar Sharma as Ex. P1; the confirmation letter dated 17.03.2015 of Sh. Sudhish Kumar Sharma as Ex. P2; the photocopy of the complaint dated 24.08.2016 lodged by the plaintiff with PS Mansarovar Park as Mark A and the photocopy of legal notice dated 17.10.2016 sent by him to the defendant as Mark B.

10. The plaintiff also examined Sh. Arun Tyagi, Sh. Nitin Kumar Sharma and Sh. Sudhish Kumar Sharma as PW2 to PW4 respectively. All the said witnesses led their evidence on affidavit. While PW2 Sh. Arun Tyagi and PW3 Sh. Nitin Kumar Sharma were examined as witnesses of advancement of money by the plaintiff to the defendant, PW4 Sh. Sudhish Kumar Sharma was examined to prove the agreement dated 17.03.2015.

11. On the other hand, the defendant entered into the witness box as DW1. He also led evidence on affidavit (Ex. DW1/A) and testified his defence on oath.

ARGUMENTS ADVANCED:

12. Ld. Counsel for the plaintiff has submitted that believing the representations made by the defendant that he was in the process

of making a film 'Maya', the plaintiff had advanced an amount of Rs. 4 lakh to the defendant in the year 2015. He has submitted that the plaintiff has also examined Sh. Sudhish Kumar Sharma, who was the Director of the film as PW4 and the said witness has proved the agreement dated 17.03.2015 executed between him and the defendant for making the said film. He has submitted that though the written agreement dated 05.06.2015 executed by the defendant acknowledging the payment of loan amount of Rs. 4 lakh and undertaking to repay the same along with additional 10% amount within one year has not been proved but the plaintiff has examined PW2 Sh. Arun Tyagi and PW3 Sh. Nitin Kumar Sharma in whose presence the money had been advanced by the plaintiff to the defendant. He has argued that since the defendant has failed to shake the testimonies of the said witnesses, the plaintiff has succeeded in proving his case and is entitled to recover the suit amount from the defendant.

13. Per contra, Ld. Counsel for the defendant has contended that there were no financial transactions between the parties and that the plaintiff has filed the instant suit on the basis of forged and fabricated documents to extort money from the defendant. He has submitted that in fact, the instant suit has been filed by the plaintiff in collusion with PW2 Sh. Arun Tyagi and PW3 Sh. Nitin Kumar Sharma with whom the defendant used to work in partnership and the said witnesses have falsely deposed against the defendant due to strained relations with him. He has argued that since the

plaintiff has failed to lead any cogent evidence in support of his claim, the suit deserves to be dismissed.

FINDING ON ISSUE NO. 1:

Issue No. 1: Whether the plaintiff proves that the defendant is liable to pay him a sum of Rs. 4 lakhs alongwith interest in background of the agreement between the parties dated 05.06.2015? OPP

14. The case of the plaintiff is that he advanced a loan of Rs. 4 lakh to the defendant and that the defendant acknowledged the same by executing a written agreement dated 05.06.2015 and undertook to repay the loan amount within 12 months along with an additional amount of 10%. On the other hand, the defendant has denied the borrowing of loan as well as the execution of agreement dated 05.06.2015 between the parties. In view of the rival stands of the parties, the onus of proving the advancement of loan was on the plaintiff.

15. According to the plaintiff, the loan amount of Rs. 4 lakh had been advanced in three instalments i.e. Rs. 1.5 lakh on 20.05.2015, Rs. 1 lakh on 25.05.2015 and Rs. 1.5 lakh on 01.06.2015 and all the instalments were paid in cash. In his cross-examination, the plaintiff (PW1) has stated that no receipt against the above payments was taken by him from the defendant. The plaintiff has averred that after receiving the above amounts, the defendant had acknowledged the same by executing a written agreement on

05.06.2015. However, the original agreement dated 05.06.2015 has not been produced on record by him. Though a photocopy of the said agreement was filed along with the plaint but the plaintiff did not even rely upon the said document in his evidence. Since the amount of Rs. 4 lakh is stated to have been paid in cash, the agreement dated 05.06.2015 was a vital document to prove the advancement of loan. No reason has been furnished by the plaintiff for his failure to produce the original agreement on record. Thus, the plaintiff has failed to produce any documentary evidence to prove that he had advanced the amount of Rs. 4 lakh to the defendant.

16. Neither in the plaint nor in his deposition, the plaintiff had stated that the amount of Rs. 4 lakh had been advanced by him to the defendant in the presence of any witness. However, during the course of evidence, the plaintiff examined two witnesses namely Sh. Arun Tyagi (PW2) and Sh. Nitin Kumar Sharma (PW3), who claimed that the plaintiff had advanced money to the defendant in their presence. While PW2 Sh. Arun Tyagi deposed that the plaintiff had paid an amount of Rs. 1.5 lakh on 20.05.2015 and Rs. 1 lakh on 25.05.2015 to the defendant in his presence, PW3 Sh. Nitin Kumar Sharma deposed that an amount of Rs. 1.5 lakh was paid by the plaintiff to the defendant on 01.06.2015 in his presence. A perusal of their affidavits tendered in evidence shows that the same are bereft of material details. Both the witnesses have not disclosed at what time and at which specific place the

plaintiff had handed over the money to the defendant. So much so, the occasion of their presence at the time of payment of money has not been divulged either by PW2 or PW3. Had the plaintiff advanced the loan to the defendant in the presence of said witnesses, he would have certainly specified the same in his plaint and the affidavit tendered in evidence. It appears that the plaintiff had introduced the said witnesses for the first time during the course of evidence to fill up the lacuna in his case. For the said reasons, no reliance can be placed on the oral testimonies of PW2 and PW3.

17. At this juncture, it is pertinent to mention that the plaintiff has also examined Sh. Sudhish Kumar Sharma as PW4 to prove the agreement dated 17.03.2015 whereby the defendant is stated to have engaged the said witness as the Director of the film 'Maya'. However, neither the testimony of PW4 nor the agreement dated 17.03.2015 renders any assistance to the case of the plaintiff so far as the alleged payment of Rs. 4 lakh to the defendant is concerned.
18. In the light of above discussion, it is clear that the plaintiff has failed to prove the advancement of loan of Rs. 4 lakh to the defendant. Issue No. 1 is accordingly decided against the plaintiff.

RELIEF:

19. In view of the finding returned on issue No. 1, the suit of the plaintiff is dismissed. No order as to costs is made.

20. Decree sheet be prepared accordingly.

21. File 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