IN THE COURT OF SHRI RAJ KUMAR: DISTRICT JUDGE,
(COMMERCIAL COURT)-01,
DWARKA COURTS (S/W): DELHI.

CS (COMM) No. 93/2025

In the matter of :

IDBI BANK LIMITED ….PLAINTIFF

versus

M/S SHREE SHYAM GARMENTS & ORS. ….DEFENDANTS

26.09.2025

O R D E R

1. Vide this order, I shall dispose off the three applications, two filed by the plaintiff IDBI Bank Limited and the third application filed by the applicant Raj Kumar s/o Sh. Ravinder Kumar.
2. The applications under Order I Rule 10 CPC and under Order VI Rule 17 CPC of the CPC have been filed by the applicant/plaintiff IDBI Bank Limited. The third application has been filed by the applicant Raj Kumar s/o Sh. Ravinder Kumar. The application filed by the applicant is also connected inter-se with the above said two applications and as such, the third application is also being taken up for disposal along with the above said two applications, vide this common order.
3. Before discussing the three applications on merits, it becomes imperative to mention here the chronology of the

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events leading to the filing of the above said three applications.

4. The plaintiff IDBI Bank Ltd. instituted the above said suit for recovery of the amount of Rs. 6,97,953.80/- together with the interest under the provisions of the Commercial Courts Act. The plaintiff arrayed two defendants in the memo of parties as under:

   i. M/s Shree Shyam Garments
   [A Sole Proprietorship Firm]
   Through its Sole Proprietor
   Sh. Raj Kumar
   S/o Ravinder Kumar
   Office at: RZ-B2, Dadadev Mandir Road, Palam Colony, New Delhi – 110045
   Email id:
   Ph. No. 9971074084

   ii. Sh. Uday Kumar
   (Guarantor)
   Residence at: RZD 1/125, Mahavir Enclave, Gali no. 5, New Delhi -110045.

5. Perusal of the record of the case reveals that in pursuance to the summons for settlement of the issues, the applicant Raj Kumar S/o Ravinder Kumar appeared before the court and he filed the application seeking the correction in the name of the proprietor of the defendant firm i.e. M/s Shree Shyam Garments on the ground that he was not the proprietor of the above said firm and the proprietor of the defendant firm was Raj Kumar Sharma s/o Sh. Gokul Anand. The applicant took the stand that his name has been mentioned wrongly by the plaintiff as the proprietor of the defendant firm. The applicant also took the stand that he never signed any documents of loan. The applicant

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pointed out that in the documents of loan such as the loan agreement, demand promissory note etc. the name of the borrower was clearly mentioned as Raj Kumar Sharma. The applicant prayed that the name of the proprietor of the defendant firm be substituted as Raj Kumar Sharma S/o Sh. Gokul Anand.

6. When copy of the above said application filed by the applicant was supplied to the Ld. counsel for the plaintiff and when clarifications were sought for from the plaintiff on the above said application of the applicant, the plaintiff preferred to file on record the above said two applications, one under Order I Rule 10 CPC and the other under Order VI Rule 17 CPC.

7. Now, coming to the application under Order I Rule 10 CPC filed by the plaintiff bank, the plaintiff bank has taken the stand that the correct name of the borrower is Sh. Raj Kumar Sharma s/o Sh. Gokul Chand, who is the Sole Proprietor of the defendant firm M/s Shree Shyam Garments. It has also been stated that the applicant Sh. Raj Kumar s/o Sh. Ravinder Kumar and Sh. Uday Kumar stood as the guarantors as the principal borrower, which can be seen from the common guarantee deed dated 02.02.2016. The plaintiff, in the application under Order I Rule 10 CPC has prayed that the name of the Sole Proprietor and guarantor of the defendant no. 1 firm M/s Shree Shyam Garments be rectified as Raj Kumar Sharma s/o Sh. Gokul Chand in place of the applicant Raj Kumar s/o Ravinder Kumar. It has also been prayed that the

applicant Sh. Raj Kumar s/o Sh. Ravinder Kumar be also added as the defendant no. 3 in the memo of parties. The plaintiff bank has filed the amended memo of parties along with the above said two applications as under:

MEMO OF PARTIES

IDBI BANK LIMITED

A Company incorporated under the Companies Act 1956 (1 of 1956) and a banking company within the meaning of Section 5(c) of the Banking Regulation Act 1949 having its Registered Office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400005 and a Branch Office, amongst others, at Sector 19, Dwarka, New Delhi – 110075

PLAINTIFF BANK

AND

1.M/S SHREE SHYAM GARMENTS
[A Sole Proprietorship Firm]
Through its Sole Proprietor
Sh. Raj Kumar Sharma
S/o Gokul Chand
Office at: RZ B2, Rajnagar II Ext., Dadadev Mandir Road, Palam, New Delhi-110077
Residence at: RZF 767/2, Gali No. 7, Rajnagar-II, Palam, New Delhi-110077
Email id:
Ph. No. 9971074084

2. SH. UDAY KUMAR
(GUARANTOR)
Residence at: RZD 1/125, Mahavir Enclave, Gali No. 5, New Delhi – 110045.

3. SH. RAJ KUMAR
(GUARANTOR)
S/o Ravinder Kumar
Address: A-77, Saraswati Gali No. 3, Pratap Nagar, Saboli, New Delhi – 110093.

DEFENDANTS

8. Now, coming to the second application under Order VI Rule 17 CPC filed by the plaintiff bank, mentioning the

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very same grounds, which have been taken by the plaintiff bank in the application under Order I Rule 10 CPC, the plaintiff bank has sought for amendments consequently in the body of the plaint as well as in the prayer clause.

9. Replies have been filed on record by the applicant Raj Kumar s/o Sh. Ravinder Kumar to the above said two applications mentioning the very same grounds, which have been mentioned by the applicant, in his own application for correction in the memo of parties. The applicant has again taken the stand that he is not the proprietor of the defendant firm Shree Shyam Garments and he is neither the necessary party in the present suit nor a proper party. The applicant has again stated that the documents of loan have been manupulated by the plaintiff bank as he had not signed any documents of loan. It has been prayed by the applicant Raj Kumar s/o Sh. Ravinder Kumar that both the above said applications filed by the plaintiff bank be dismissed.

10. As stated hereinabove, the application filed by the applicant is also inter-dependent on the above said two applications of the plaintiff bank and as such, the same is also being taken up for disposal along with the above said two applications filed by the plaintiff bank, vide this common order.

11. I have carefully gone through the entire material available on record and heard the submissions of the Ld counsel for the plaintiff and that of the Ld. counsel for the applicant Raj Kumar S/o Sh. Ravinder Kumar.

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12. The chronology of the events leading to the filing of the above said three applications has already been discussed hereinabove. As stated hereinabove, the present suit for recovery of the amount of Rs. 6,97,953.80/- together with the interest, under the provisions of the Commercial Courts Act, 2015 was instituted by the plaintiff arraying two defendants namely Shree Shyam Garments as the defendant no. 1 and Sh. Uday Kumar (Guarantor) as the defendant no. 2. The Sole Proprietor of Shree Shyam Garments has been mentioned as Raj Kumar S/o Sh. Ravinder Kumar, who is the applicant.

13. As stated hereinabove, now, the plaintiff bank wants that the proprietor and guarantor of Shree Shyam Garments is Raj Kumar Sharma S/o Sh. Gokul Chand and the applicant together with Sh. Uday Kumar were the guarantors of the above said principal borrower as is reflected from the common deed of guarantee dated 02.02.2016.

14. A perusal of the record of the case reveals that the loan documents such as the loan agreement, the demand promissory note etc. contained the name of the principal borrower as Shree Shyam Garments through Raj Kumar Sharma and the signatures of Sh. Raj Kumar Sharma have been appended thereon but the name of the father of Sh. Raj Kumar Sharma has not been mentioned therein. However, the common deed of guarantee dated 02.02.2016 categorically states the name of the principal borrower as Raj Kumar Sharma s/o Sh. Gokul Chand and the names of the guarantors as Raj Kumar s/o Ravinder Kumar

(applicant herein) and Sh. Uday Kumar s/o Narender Kumar. The above said common deed of guarantee is signed by the principal borrower and by the two guarantors as well.

15. Now, the applicant has taken the stand that the common deed of guarantee and loan documents have not been signed by him at all and the loan documents have been manipulated. I am of the opinion that the above said submission of the applicant cannot be decided at this stage, without evidence and trial but from the common deed of guarantee it is apparent that Raj Kumar Sharma S/o Sh. Gokul Chand, proprietor of Shree Shyam Garments is the principal borrower and the applicant Raj Kumar S/o Sh. Ravinder Kumar and Sh. Uday Kumar s/o Sh. Narender Kumar are the two guarantors.

16. In the light of the above said discussion, the applications filed by the plaintiff bank under Order I Rule 10 CPC and under Order VI Rule 17 CPC are hereby allowed. The amended plaint filed by the plaintiff bank along with the application under Order VI Rule 17 CPC is hereby taken on record. The third application filed by the applicant Raj Kumar S/o Sh. Ravinder Kumar is also disposed off.

Announced in the open Court
on 26th September 2025

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(RAJ KUMAR)
District Judge, (Commercial Court)-01
South West District, Dwarka Courts
New Delhi