

**IN THE COURT OF VASUNDHRA CHHAUNKAR,
ADDITIONAL SENIOR CIVIL JUDGE,
NEW DELHI DISTRICT, PATIALA HOUSE COURT,
NEW DELHI**

Civil Suit No:1697/2022

Jasbir Singh

S/o late Sh. Atma Singh
R/o B-4, Staff Quarter,
Gurudwara Rakabganj Sahib,
Delhi-110001

.....Plaintiff

Versus

Gurinder Bir Singh

R/o H. No.100, GH-3 Milap Apartment
Paschim Vihar,
New Delhi-110063

.....Defendant

Date of Institution : 14.12.2022
Date on which judgment was reserved: 03.08.2023
Date of pronouncing judgment : 03.08.2023

**SUIT FOR RECOVERY OF RS.2,00,000/- ALONGWITH
INTEREST**

J U D G M E N T

1. This is a suit for recovery of Rs.2,00,000/- alongwith interest against the defendant.

2. In brief, case of the plaintiff is that the plaintiff is working as a Purchase Manager at Gurudwara Rakabganj Sahib and the defendant being a regular vendor. The defendant is a retired Colonel and a vendor who use to supply hall materials to the Delhi Sikh Gurudwara Management Committee at Gurudwara Rakabganj Sahib. During December 2021, the defendant was in dire need of money and requested the plaintiff for an interest free personal loan of Rs.2,00,000/-. The plaintiff

agreed to help the defendant and accordingly gave him Rs.2,50,000/- by way of cheque bearing no.063182 drawn on Punjab National Bank, having a branch at Sansad Marg, Delhi. The abovesaid cheque amounting to Rs.2,50,000/- was credited into the defendant's account on 14.12.2021. Thereafter time elapsed and subsequently plaintiff requested the defendant to the return said amount on which the defendant sought time for making payment. Further, it was in April 2022 that the plaintiff requested the defendant to clear his payments on which the defendant again sought time and handed over two post dated cheques bearing no.336141 and 336142 drawn on IDBI Bank dated 21.04.2022 and 27.04.2022 amounting to Rs.50,000/- each duly filled and signed by the defendant. Accordingly, the plaintiff presented the abovesaid cheques with his banker at Punjab National Bank for encashment, one cheque bearing no.336141 got encashed on 21.04.2022 whereas another cheque bearing no.336142 drawn on IDBI Bank dated 27.04.2022 amounting to Rs.50,000/- got dishonoured vide return memo dated 01.06.2022 with the remarks "Insufficient Funds". Deprived of such act of defendant, the plaintiff got issued a legal notice dated 25.11.2022 but despite service, defendant neither replied to the legal notice nor make the payment. Hence, the present suit for recovery of the said amount along with interest.

3. Summons of the suit were served to the defendant. On 21.03.2023, ld. Counsel for the defendant appeared. Thereafter, defendant failed to appear. Accordingly, defendant was proceeded ex-parte vide order dated 04.07.2023 and the case was fixed for ex-parte plaintiff's evidence.

4. In ex-parte plaintiff evidence, plaintiff examined himself as PW1. He has tendered his evidence by way of affidavit Ex.PW1/A. He has reiterated the contents of the plaint on oath. Therefore, they are not reproduced herein for the sake of brevity and to avoid repetition. He has relied upon following documents:-

- a) Certified copy of statement of account is Ex.PW1/1;
- b) Original cheque along with return memo dated 01.06.2022 is Ex.PW1/2 (Colly);
- c) Copy of legal notice dated 25.11.2022 along with tracking report is Ex.PW1/3 (Colly); and
- d) Aadhar card of the plaintiff is Ex.PW1/4 (OSR).

Thereafter, plaintiff's evidence was closed on 03.08.2023.

5. Final arguments are heard. Record perused.

6. The testimony of PW1 has remained un-impeached. He has consistently, categorically and unequivocally testified that the plaintiff gave the loan to the defendant on the basis of documents i.e. certified copy of statement of account-Ex.PW1/1; original cheque along with return memo dated 01.06.2022-Ex.PW1/2 (Colly); copy of legal notice dated 25.11.2022 along with tracking report-Ex.PW1/3 (Colly); and Aadhar Card of the plaintiff-Ex.PW1/4 (OSR). Thus, as per the said documents, defendant is liable to repay the said outstanding amount. The suit of the plaintiff has remained uncontroverted and unrebutted as despite service, defendant did not appear and he was proceeded ex-parte. In view of the aforesaid documents and testimony of PW1, there exists no reason to disbelieve the case of the plaintiff. Hence, all the averments made in the plaint and documents

placed on record are deemed to be admitted and stand duly proved. By virtue of the un-impeached testimony of PW-1 and the documents placed on record by him, I am satisfied that, on the date of institution of this suit, a total amount of Rs.2,00,000/- was due and payable by the defendant to the plaintiff towards the loan.

7. In respect of *pendente lite* and future interest, the plaintiff has claimed a interest @ 18% per annum. However, this court is of the considered opinion that the said rate of interest is penal, exorbitant and unreasonable. The *pendentelite* interest @ 9% per annum would serve the ends of justice.

8. Thus, the suit of the plaintiff is decreed in favour of the plaintiff and against the defendant for the sum of Rs.2,00,000/- (Rupees Two Lakhs Only) alongwith interest at the rate of 9% per annum from the date of filing of this suit till its realisation. Defendant is liable to pay the said outstanding amount.

9. Cost of the suit is assessed as Rs.4300/- and it is also awarded in favour of the plaintiff and against the defendant.

Decree sheet be drawn accordingly.

File be consigned to the record room after due compliance.

**Announced in open Court
on 03.08.2023**

**VASUNDHRA CHHAUNKAR
ADDITIONAL SENIOR CIVIL JUDGE,
PATIALA HOUSE COURTS,
NEW DELHI**