

IN THE COURT OF SH. VIVEK BENIWAL
SENIOR CIVIL JUDGE-CUM-RENT CONTROLLER, EAST,
KARKARDOOMA COURTS, DELHI.

CS No.856/2022

CNR NO. DLET03-001691-2022

In the matter of :-

Sh. Sushil Kumar
S/o Lt. Sh. Ranvir Singh
R/o 47A, Gali No. 2, Kundan Nagar
Laxmi Nagar, Delhi-110092

..... Plaintiff

Versus

Anshul Sharma
S/o Sh. Sharwan Kumar,
H. No. W-46, Govind Gali, West Babur Pur,
Shahdara, Delhi-110032

.....Defendant

SUIT FOR RECOVERY OF Rs. 3,00,000/-(RUPEES THREE LAKHS ONLY) ALONG WITH PENDENTE-LITE AND FUTURE INTEREST.

Date of Institution	:	06.10.2022
Date of judgment:	:	05.12.2025

JUDGMENT

CASE AS PER PLAINT

1. The defendant and his parents were having good family & friendly relation with the plaintiff. Defendant along with his parents came to plaintiff and expressed his requirement that they are in need

of money and requested the plaintiff for money. Keeping in view the family & friendly relation, plaintiff lent Rs.10,00,000/- to defendant and his parents through bank transfers between 28.01.2013 and 05.10.2015 on nominal interest.

2. On 05.10.2015, when plaintiff lent Rs.4,00,000/-, the defendant and his parents promised to pay Rs.12,00,000/- in first week of July 2016 and father of defendant issued an undated cheque of Rs.12,00,000/- as security to discharge liability. In first week of July 2016, when plaintiff approached the defendant and his parents, they convinced the plaintiff that they cannot return the money and sought three more years to return entire money along with interest @ 1% per month. Same day on request of father of defendant, plaintiff returned the cheque of Rs.12,00,000/- and in return defendant and his parents had issued 5 fresh undated cheques bearing no. **004251 amounting to Rs.3,00,000/-, 436581 amounting to Rs.2,00,000/-, 436585 amounting to Rs.2,00,000/-, 436597 amounting to Rs.2,00,000/- and 047310 amounting to Rs.3,00,000/-** as security and promised to pay Rs.12,000/- per month as interest and they jointly paid Rs.12000/- per month till 29.12.2018. After that the defendant and his parents had paid interest only once i.e. 24.04.2019. Beside this, plaintiff had also lent Rs.1,08,500/- on request of father of defendant to make his credit card payments on 19.03.2018, 07.04.2018, 08.08.2018, 09.08.2018 and 20.03.2018.

3. When plaintiff presented above mentioned cheques in his bank, all cheques were dishonored for various reasons. Then plaintiff approached to defendant and his parents and they convinced him that they will pay the entire amount along with interest in September 2019 and instructed him to present cheques again on 30.09.2019 and promised that cheques will be honored. Thereafter, plaintiff presented

the cheques on 01.10.2019 and again all 5 cheques were dishonored. Notice dated 06.09.2022 was also sent to defendants by plaintiff. Hence, the present recovery suit has been filed by the Plaintiff against the Defendants for sum of Rs.3,00,000/- along with pendente-lite and future interest @ 12%. p.a.

PRELIMINARY PROCEEDINGS

4. Summons of the suit were issued to the Defendant by way of affixation at the premises on 03.02.2023. Despite service, none appeared on behalf of defendant. Accordingly, defense of defendant was struck off and defendant was proceeded ex-parte vide order dated 22.05.2023. Thereafter, Ld. Counsel for defendant moved an application seeking setting aside ex-parte order and condonation of delay in moving said application and the same was allowed as Ld. Counsel for plaintiff did not have any objection subject to cost of Rs. 5000/- to be paid to plaintiff. Defendant was granted permission to file WS within 30 days vide order dated 05.03.2024 but he failed to file WS within 30 days and his application seeking condonation of delay in filing WS was dismissed and his defence was struck off on 17.05.2024.

PLAINTIFF'S EVIDENCE

5. In order to prove the case of the Plaintiff, Plaintiff stepped into the witness box as PW1 and filed his ex-parte evidence by way of affidavit which was exhibited as Ex.PW1/A wherein he reiterated and reaffirmed the contents of the plaint. PW-1 also relied upon the following documents:-

- a) Copies of banks passbooks which is **Ex. PW1/1(colly)**

(OSR)

- b) Statement of account which is **Ex.PW1/1A (OSR)**
- c) Cheque issued by the defendant vide cheque no. 04710 which is **Ex.PW1/2**.
- d) Cheque returning memos dated 27.08.2019 & 04.10.2019 which are **Ex. PW1/3 and Ex.PW1/4**.
- e) Copy of legal notice which is **Ex. PW1/5**.
- f) Postal receipt which is **Ex. PW1/6**.
- g) The delivery report which is **Ex.PW1/7**.

6. The Plaintiff's evidence was concluded on 04.08.2025 vide separate statement of Plaintiff. Case file has been perused. Submissions already made have been considered. My findings and observations on facts in issue are delineated hereinafter.

FINDINGS & CONCLUSION

7. Defendant was granted permission to file WS within 30 days vide order dated 05.03.2024 but he failed to do so. Further, vide order dated 17.05.2024 his submission for taking the WS and condonation of delay was rejected.

8. The testimony of PW-1 has remained unrebutted and uncontroverted. Moreover, the case of the Plaintiff is based on and is substantiated by documentary evidence. In view of the unrebutted and uncontroverted evidence adduced by the Plaintiff, the Court holds that the present suit is disposed in favour of the Plaintiff and against the Defendant for sum of Rs.3,00,000/-.

9. The Plaintiff has claimed Pendente-Lite and Future interest @ 12% per annum from 06.09.2022. However, the interest rate is on the

higher side. Therefore, reasonable interest @ 10% per annum is granted from filing of the suit till the date of realization of Rs.3,00,000/-. Subsequent payments, if any, made by the Defendants shall be duly credited in the decretal amount. Costs of the suit is also awarded in favour of the Plaintiff, as per rules.

RELIEF

10. A decree for sum of Rs.3,00,000/- is passed in favour of the Plaintiff and against the Defendants along with interest @ 10% per annum from the date of filing of the suit till the date of realization of the same. The cost of the suit is also awarded against the Defendant, as per rules. Deficient court fee, if any, be deposited at the time of execution. Decree-sheet be prepared accordingly. File be consigned to Record Room after due compliance.

**Announced in open court
on this 05th December, 2025**

**Vivek Beniwal
Senior Civil Judge-cum-RC (East)
Karkardooma Courts, Delhi**

This judgment consists of 5 pages and each and every page of this judgment is signed by me.