IN THE COURT OF GORAKH NATH PANDEY,
DISTRICT JUDGE (COMMERCIAL COURT),
NORTH EAST DISTRICT, KARKARDOOMA
COURTS: DELHI.

CS (COMM.) 134/2025
CNR NO.DLNE01-003300-2025

DANDONA FINANCE LTD.
XV/1701-1702 PRATAP STREET
CHUNA MANDI PAHAR GANJ
NEW DELHI – 110055. …..........PLAINTIFF

Vs.

TUSHAR VERMA
S/O BABLU VERMA
R/O G-70, GALI NO.3, NEAR
BITTU CABLE WALA BRAHAMPURI
GARHI MENDU NORTH EAST DELHI – 110053.
…........... DEFENDANT

Date of Institution	:	15.11.2025
Date of final arguments	:	24.01.2026
Date of decision	:	24.01.2026
Decision	:	Decreed

J U D G M E N T:-

1. This suit has been filed by the Plaintiff against the defendant seeking recovery of Rs.4,27,532/- alongwith interest.

2. The case of the plaintiff is that the plaintiff is a financial institution and is involved in the business of financing loan. The defendant approached and requested the plaintiff company for disbursement of a vehicle loan facility of Rs.2,50,000/- to purchase Auto Rickshaw bearing registration no.DL1RU5618 and the same was sanctioned vide sanction letter

dated 15.03.2023 which was duly acknowledged and accepted by the defendant. The loan was repayable in 24 monthly installments of Rs.12,709/- each started from April, 2023 with interest @ 11% per annum. The defendant at the time of taking the loan agreed that he would strictly adhere to the financial discipline but miserably failed to do the same. Since the defendant has miserably failed to pay the outstanding amount in respect of the above said loan facility, the loan account of the defendant was declared NPA on 16.03.2025. The plaintiff bank issued a legal notice dated 14.05.2025 recalling the entire credited facility. It is stated that no response was received from the defendant to the said legal notice. According to the plaintiff, a sum of Rs.4,27,532/- remained due and outstanding against the defendant in respect of the above said loan facility as per the statement of account duly maintained by the plaintiff in its regular course of business. The plaintiff bank also initiated the Pre-institution mediation and settlement under Section 12A of the Commercial Courts Act, 2015 before North East District Legal Services Authority but the defendant failed to appear in the said proceedings and certificate of Non-Starter Report was issued. Hence, the present suit for recovery is filed by the plaintiff against the defendant.

3. The defendant failed to appear despite being served through whatsapp on 02.12.2025 nor filed the written statement within the period of 30 days as prescribed under the Commercial Courts Act and hence the right of the defendant to file written

statement was closed and his defence was struck off vide order dated 12.01.2026. Following notional issues was framed for adjudication of the case:

(i) Whether the plaintiff is entitled to decree in the sum of Rs.4,27,532/- as prayed for ? ….OPP

(ii) Whether the plaintiff is entitled to any interest and if so, at what rate, at what amount and for what period? …... OPP

(iii) Relief.

4. The evidence in this case was recorded before the Ld. Local Commissioner appointed vide order dated 12.01.2026. The Plaintiff examined its AR Ms. Ritika as PW-1 to prove the case. No evidence was led by the Defendant.

5. I have heard the final arguments addressed by the Counsel for the Plaintiff and have perused the plaint, documents filed alongwith the same and the evidence led by the Plaintiff. My issue-wise findings is as under:

Issue no.(i) & (ii)

(i) Whether the plaintiff is entitled to decree in the sum of Rs.4,27,532/- as prayed for ? ….OPP

(ii) Whether the plaintiff is entitled to any interest and if so, at what rate, at what amount and for what period? …... OPP

6. The onus to prove the above issues was on the plaintiff. The brief and relevant facts for filing the present suit has been mentioned at the outset. The plaintiff examined its AR

Ms. Ritika as PW1 to prove the case. She deposed by way of affidavit Ex.PW1/A reiterating the contents of the plaint. She has also proved the following documents:-

(i) Copy of power of attorney/letter of authority as Ex.PW1/A.

(ii) Copy of sanction letter as Ex.PW1/B.

(iii) Copy of loan agreement as Ex.PW1/C.

(iv) Copy of loan application form as Ex.PW1/D (Colly).

(v) Copy of demand promissory note as Ex.PW1/E (Colly).

(vi) Copy of the defendant Id and RC particular of Makes Auto Rickshaw bearing registration no.DLIRU5618 as Mark A (Colly).

(vii) Copy of statement of account as Ex.PW1/F.

(viii) Certificate under Section 63 of BSA, 2023 as Ex.PW1/G.

(ix) Legal notice dated 14.05.25 alongwith postal receipts as Ex.PW1/H (Colly).

(x) True copy of mediation application dated 29.08.2025 as Mark B.

(xi) Certificate of Non Starter Report dated 19.09.25 as Ex.PW1/I.

7. PW1 was not cross-examined at all on behalf of the Defendant. Therefore, his testimony as well as documents proved by him have remained uncontroverted/unimpeached on behalf of the Defendant. Considering the testimony of PW-1 and the documents proved by him, it is evident that the Plaintiff has proved the case against the defendant towards the principal

amount of Rs.4,27,532/-. The issue no.(1) is decided accordingly.

The plaintiff has also claimed pendentelite and future interest @ 11% per annum. The interest is payable as per Section 34 CPC. For ready reference, Section 34 CPC is reproduced hereunder:

> Section 34 CPC: Interest
> (i)"Where and in so far as a decree is for the payment of money, the Court may, in the decree, order interest at such rate as the Court deems reasonable to be paid on the principal sum adjudged, from the date of the suit to the date of the decree, in addition to any interest adjudged on such principal sum for any period prior to the institution of the suit, with further interest at such rate not exceeding 6% per annum as the Court deems reasonable on such principal sum from the date of the decree to the date of payment, or to such earlier date as the court thinks fit.
> (ii).Provided that where the liability in relation to the sum so adjudged had arisen out of a commercial transaction, the rate of such further interest may exceed 6% per annum but shall not exceed the contractual rate or interest or where there is no contractual rate, the rate at which moneys are lent or advanced by national- ized banks in relation to commercial transactions.
> Explanation (i) In this sub-section, "nationalized bank" means a corresponding new bank as defined in the Banking Companies (Acquisition and Transfer of Un- dertakings) Act 1970.
> Explanation (ii) For the purposes of this section, a transaction is a commercial transaction, if it is connected with the industry, trade or business of the party in - curring the liability.
> Where such a decree is silent with respect to the payment of further interest (on such principal sum) from the date of the decree to the date of the payment or other earlier date, the Court shall be deemed to have refused such interest, and a separate suit therefore shall not lie".(Emphasis Supplied)

8. Section 34 CPC provides that plaintiff will be entitled the interest at the rate at which Court finds reasonable. For a general suit, the rate of interest prescribed is 6% and for commercial suit, the Parliament promulgates that rate of interest may increase from 6% to a rate which is found reasonable.

Plaintiff is accordingly entitled to only the rate at which RBI has issued Circular for Commercial suits.

9. As far as the interest is concerned, rate applicable to Commercial transaction shall be payable. As per RBI notification dated 30.08.2022 issued vide Press Release no.2022-2023/794 whereby advisory issued by RBI to Schedule Commercial banks of accepting deposit rates @ 9.05% per annum. In view of the above discussions, the plaintiff is also entitled to pendentelite and future interest @ 9% per annum on the principal amount of Rs.4,27,532/-. The issue no.(2) stands decided accordingly.

Relief:

10. In view of the above, the suit of plaintiff is accordingly decreed in favour of the plaintiff and against the defendant for a sum of Rs.4,27,532/- alongwith pendentelite and future interest @ 9% per annum from the date of filing of the suit till realization. The Plaintiff shall be entitled to the costs of the suit also.

11. Decree sheet be prepared accordingly.

12. Judgment be uploaded on the server.

13. File be consigned to Record Room after necessary compliance.

GORAKH NATH PANDEY

Digitally signed by GORAKH NATH PANDEY
Date: 2026.01.27 15:42:02 +0530

Announced in the open court
on 24th January, 2026

(GORAKH NATH PANDEY)
District Judge (Commercial Court),
North East: Karkardooma Courts, Delhi.