<u>IN THE COURT OF SH VIPUL SANDWAR, ACJ-CUM-ARC, DISTRICT: NORTH, ROHINI, NEW DELHI</u>

CS SCJ No. 428/2023.

CNR No. DLST03-000838-2023.

Sanjeev Jain

Proprietor of M/s Next Gen Solution

Having is shop at

C-66, Gali No. 6

Suraj Park, Delhi-110042

…………… **Plaintiff**

VERSUS

Vishal Kumar Sindhu

Proprietor of M/s ABC Express

Having Office at:

BG-154, Sanjay Gandhi Transport Nagar

Delhi-110042

…………… **Defendant**

<u>SUIT FOR RECOVERY OF ₹52,465/- (RUPEES EIGHTY ONE THOUSAND ONE HUNDRED TWENTY ONE ONLY ALONG WITH INTEREST @ 18% PER ANNUM</u>

Date of institution	:	25.04.2023
Date of reserving judgment	:	13.08.2026
Date of pronouncement of judgment	:	13.08.2026

EX-PARTE JUDGMENT

1. Vide this judgment, I shall dispose of the present suit for recovery of ₹52,465/- along with pendent lite & future interest @ 18% per annum, filed by the plaintiff against the defendant.

CASE OF THE PLAINTIFF AS PER PLAINT

2. The plaintiff is the proprietor of M/s Next Gen Solutions and having its shop at C-66, Gali No. 6, Suraj Park, Delhi-42 and is engaged in the business of trading and supplying all kinds of batteries. It is averred that the defendant being proprietor of M/s ABC Express had approached the plaintiff at plaintiff's shop for supply of goods i.e. batteries and subsequently goods were given by the plaintiff as per order and satisfaction of the defendant. The defendant is stated to be responsible for day to day affairs of M/s ABC Express and it is stated that each transaction is within the knowledge of defendant. The plaintiff firm raised its respective invoices from 25.04.2019 to 21.03.2022 for the goods supplied to the defendant.

3. The defendant in blatant disregard and flagrant violation of his contractual duties has failed to discharge his obligations towards the plaintiff in as much as defendant failed to make payment due to the plaintiff for the goods supplied by the plaintiff to the defendant. As such, the plaintiff gave various oral reminders to defendant to pay the outstanding dues, but no avail.

4. As per the statement of account maintained by the plaintiff in regular and normal course of business, an amount of Rs 52,465/- is due as on 31.12.2022 alongwith interest @ 18% p.a.

The plaintiff sent a legal demand notice dated 17.01.2023 to the defendant requesting him to make payment of the outstanding amount along with interest @ 18% within 15 days of receipt of notice. However, the defendant failed to make the payment.

5. Thus, the Plaintiff has filed this suit for recovery of ₹81,121/- consisting of principal amount of ₹52,465/- along with pendentelite and future interest @ 18% per annum.

EX- PARTE PROCEEDINGS:

6. Summons of the suit were served upon the defendant, however, the defendant failed to appear in the matter. The defendant also failed to file written statement within the stipulated period and accordingly, *vide* order dated 27.11.2025, the defendant was proceeded *ex-parte*.

EX-PARTE EVIDENCE OF THE PLAINTIFF AND DOCUMENTS RELIED UPON BY PW-1

9. The plaintiff, in order to prove its case, led plaintiff's evidence and got examined its proprietor Sh. Sanjeev Jain as PW-1, who filed his evidence by way of affidavit, wherein, he reiterated and reaffirmed the contents of the plaint. PW-1 in his testimony has relied upon the following documents:

1. Ex. PW1/1 (colly) :- Invoices
2. Ex. PW1/2 :- Statement of Account
3. Ex.PW1/3 :- Legal Notice dated 17.01.2023
4. Ex.PW1/4 (colly) :- Postal receipt of legal notice
5. Ex. PW1/5 :- Tracking report
6. Ex.PW1/6 :- Certificate u/s 65B of Indian Evidence Act

7. Mark X :- GST Registration certificate of plaintiff

10. Plaintiff's evidence was closed on 28.02.2026. On 13.08.2026, this Court heard *ex-parte* final arguments, as advanced by Ld. Counsel for the plaintiff and the matter was listed for Judgment.

FINDINGS AND CONCLUSIONS OF THE COURT

11. The defendant has not filed his Written Statement to contest the suit of the plaintiff. The opportunity was also granted to the defendant to file the Written Statement, but the defendant has failed to file the Written Statement and he has been proceeded *ex-parte*.

12. The plaintiff has sufficiently discharged the burden of proof placed upon him by virtue of Section 101 Indian Evidence Act, 1872. The PW1 has testified in the affidavit of evidence that the defendant had received goods the plaintiff and subsequently defaulted on the payments and thus the amount is recoverable from the defendant amounting to ₹52,465/-. The testimony of PW1 has remained uncontroverted. Reference can be placed upon the Judgment of Hon'ble High Court of Delhi in ***M/s. Eco Lab I.MC.N vs. Eco Labs Ltd., 2011(185) DLT 664,*** wherein it was held that if the defendant has failed to cross-examine the plaintiff, the evidence of plaintiff is to be presumed to be correct. In view of the fact that the testimony of PW1 has remained unrebutted, his testimony on oath is accepted as correct and there is no reason to disbelieve the same. Thus, there is no doubt the

goods were supplied by the plaintiff to the defendant and the same is clear from the invoices Ex. PW1/1 (colly).

13. The invoices tendered in evidence as Ex. PW1/1 (colly) show that the defendant received goods worth ₹52,465/-. In the present matter, the plaintiff has filed his certificate under section 65B of the Indian Evidence Act exhibited as Ex. PW1/6 qua the statement of account Ex. PW1/2 and the invoices Ex. PW1/1 (colly) filed in his evidence. In the opinion of this Court, the same is sufficient enough to proof for proving the statement of account and the invoices.

14. In any case, since the defendant has never appeared and chose not to file WS, it can be safely presumed that he has no defence to offer. When the case of the plaintiff has gone un-challenged, uncontroverted, un-rebutted and duly corroborated by the documents, this Court has no reason to disbelieve the version of the plaintiff qua the principal amount of ₹52,465/-.

15. The plaintiff has claimed pendente lite interest and future interest @ 18% per annum.

16. The Hon'ble Division Bench of Hon'ble High Court of Delhi in the case of ***Pt. Munshi Ram & Associates (P) Ltd. V. DDA, 2010 SCC Online Del 2444*** has held that higher rates of interest, which are against public policy, can be struck down by the Court by finding such rates of interest to be against the public policy. Any Contract, which is against the public policy, is void

under Section 23 of the Indian Contract Act, 1872. The said Judgment was also relied upon by the Hon'ble Single Bench of the Hon'ble High Court in the case bearing R.F.A. No.823 of 2004 titled as ***Shri Sanjay Mittal Versus Sunil Jain*** decided on 07.12.2018.

17. The interest of 18% per annum is not only unreasonable, but the same is also excessive and in terms of the aforesaid dictums of Hon'ble High Court, the same is against the public policy and void under Section 23 of the Indian Contract Act, 1872.

18. Section 34 CPC postulates and envisages the *pendente-lite* interest at any rate, not exceeding 6% and future interest at any rate, not exceeding the rate, at which nationalized banks advance loan. Keeping in mind the mandate of the said proposition, the interest of justice would be served if plaintiff is granted *pendente-lite* interest @ 7% per annum calculated from the date of filing till the date of decree as well as future interest @ 7% per annum till its realization.

RELIEF

19. From the discussions, as adumbrated herein above, I hereby pass the following:-

a. A decree of ₹52,465/- (Rupees Fifty Two Thousand Four Hundred and Sixty Five Only) is passed in favour of the plaintiff and against the defendants along-with *pendente-lite* interest @ 7% per annum and future interest @ 7% per annum till its realization and the same is also payable by the defendant.

b. The cost of the suit is also awarded in favour of the plaintiff and against the defendant.

Let the decree sheet be prepared accordingly.

File be consigned to the Record Room after due compliance.

Announced in the open Court on 13.08.2026.

VIPUL SANDWAR

Digitally signed by VIPUL SANDWAR
Date: 2026.08.13 15:10:04 +0530

(VIPUL SANDWAR)
ACJ-cum-ARC, North Distt.
Rohini Courts, Delhi/13.08.2026