IN THE COURT OF GOPAL KRISHAN, ADDITIONAL SENIOR CIVIL JUDGE-01, CENTRAL DISTRICT, TIS HAZARI COURTS, DELHI

CS SCJ No. 2832/2022
CNR No. DLCT03-006370-2022

In the matter of:-

Ms. Geeta Gupta
W/o Sh. S.P. Aggarwal,
R/o-3 BD, Estate, Timarpur, Delhi-110054 **....Plaintiff**

Versus

Ms. Danya Malik
W/o Sh. Prem Kumar Malik,
R/o-B-200, Derawal Nagar, Delhi-110009
Also At :-
St. Margaret School, B-Block,
Derawal Nagar, Delhi-110009 **….Defendant**

Date of Institution	:	14.12.2022
Reserved for Judgment	:	14.01.2026
Date of Decision	:	03.02.2026
Decision	:	Decreed

SUIT FOR RECOVERY OF A SUM OF RS.3,00,000/- AGAINST THE DEFENDANTS ALONG WITH COST OF THE SUIT

JUDGMENT

1. Brief facts as per plaint, are that the plaintiff and defendant have good friendly relations for the last many years and are well-known to each other being in the same teaching profession. It is alleged that in the month of October 2015,

defendant requested a friendly loan of Rs. 3 lakhs from the plaintiff for meeting her personal needs, whereupon, plaintiff lent the said loan of Rs. 3 lakhs to the defendant vide cheque no.700042 on 09.11.2015 with an understanding that whenever, the plaintiff will need the money, she would ask the defendant to pay it back to her. It is further the case of the plaintiff that the plaintiff required the funds in the month of December 2021 and accordingly, asked the defendant to return the loan amount of Rs.3 lakhs, whereupon, defendant requested some time to arrange the amount. It is further alleged that in the month of February 2022, plaintiff again requested to repay the amount whereupon, defendant conveyed that she will pay the entire amount in the month of July 2022 and accordingly, the defendant gave a cheque bearing no. 041027 dated 11.07.2022 for an amount of Rs.3 lakhs drawn on Oriental Bank of Commerce, Mall Road, Kingsway Camp, Delhi, 110009 in favour of plaintiff.

2. It is further alleged that when the plaintiff presented the said cheque for encashment, the same was returned back to the plaintiff with remarks "RBI blocked the bank" and plaintiff came to know that Oriental Bank of Commerce has already merged in the Punjab National Bank. Therefore, as per plaintiff, the defendant has deliberately issued an invalid cheque to the plaintiff. It is further stated that the plaintiff even sent a legal demand notice dated 08.08.2022 to the defendant on 10.08.2022 but despite repeated demand and requests, the defendant had failed to pay the aforesaid loan amount. Hence, the plaintiff has

filed the present suit for recovery of Rs.3 lakhs from the defendant on 14.12.2022.

3. In WS, the defendant indicated that the present suit for recovery of money is based on false and fabricated story and it is specifically denied that defendant ever requested for any kind of loan to the plaintiffs. It is further indicated that since defendant is a teacher by profession and is earning a satisfactory livelihood, therefore, she never asked or borrowed even a single penny from the plaintiff. As per the version of the defendant in her WS, the plaintiff and defendant had decided to open an educational institute in year 2015, for which both the parties were supposed to invest Rs. 5 lakhs each, however, the plaintiff could not arrange Rs. 5 lakhs, hence, she transferred Rs. 3 lakhs to the defendant to manage everything and as a security, the defendant had handed over 2-3 blank unsigned cheques to the plaintiff. It is further indicated that due to certain reasons, decision to open educational institute was dropped mutually, whereafter, the amount taken from the plaintiff was repaid by the defendant in cash to the plaintiff in the same year.

4. It is further alleged that when the defendant asked for returning the cheques given as security, the plaintiff, taking advantage of her relationship and trust, informed the defendant that the said cheque have been misplaced and stated that since the cheques were not even singed by the defendant, therefore, the defendant need not to worry about the cheques. Hence, according to the defendant, the plaintiff has now filed a false and frivolous

suit, after waiting for almost 8 years. A preliminary objection regarding the suit being barred by limitation was also taken by the defendant by stating that if the allegations of the plaintiff of extending a friendly loan of Rs. 3 lakhs to the defendant in the month of October 2015, are taken to be true, then, the present suit filed after 8 years, is clearly barred by time. At the end, it is requested to dismiss the suit.

5. Replication was filed by the plaintiff wherein the plaintiff denied the averments made in the WS and reiterated the averments made in her plaint. In addition, it is indicated that the suit filed by the plaintiff cannot be said to be barred by limitation because the loan was given without fixing any date of repayment and therefore, the cause of action has arisen in favour of the plaintiff when she has sent a legal notice dated 08.08.2022 to the defendant.

6. On the basis of pleadings of the parties, the following issues were framed by the Ld. Predecessor of this Court on 06.01.2024: -

> *1. Whether the plaintiff is entitled to recovery of Rs.3 Lakhs, as prayed for? OPP*
>
> *2. Whether the present suit is barred by limitation? OPD*
>
> *3. Whether the plaintiff has misused the cheque of the defendant which was lying in the possession of the plaintiff ? OPD*

4. Whether there was no transaction of loan between the plaintiff and the defendant ? OPD

5. Relief.

7. In PE, plaintiff has examined herself as PW-1, who tendered the following documents in her evidence:-

1. **Mark- A** - statement of account (de-exhibited from Ex.PW-1/1)
2. **Ex.PW-1/2** - cheque in question.
3. **Ex.PW-1/3** - statement of dishonour of cheque.
4. **Ex.PW-1/4** - legal notice dated 08.08.2022.
5. **Ex.PW-1/5** - speed post receipts.
6. **Mark-B** - copy of Aadhar Card is de-exhibited from Ex.PW-1/6.

8. Plaintiff also examined PW-2 Sh. Narender Singh, CSA (Customer Service Associate), who is a summoned witness and he brought the record regarding the statement of bank account of the plaintiff. PW-2 tendered the following documents in evidence:-

1. **Ex. PW2/1 –** Statement of bank account of Smt. Geeta Gupta pertaining to the period 10.11.2015 to 30.11.2015.
2. **Ex. PW2/2 –** Statement of bank account of Smt. Geeta Gupta pertaining to the period 10.07.2022 to 15.07.2022.
3. **Ex. PW2/3** – Certificate u/s 2A(b) of Bankers' Book Evidence Act.

4. **Ex. PW2/4** - Certificate u/s 65-B of Indian Evidence Act.

9. Despite repeated opportunities, since the defendant failed to lead any evidence in DE, therefore, opportunity of the defendant to lead DE was closed vide order dated 15.11.2025.

10. Final arguments were heard on behalf of both the parties.

11. During the course of final arguments, Ld. counsel for the plaintiff submitted that the plaintiff has duly proved her case as set out in the plaint. It is further submitted that during the cross-examination also, the plaintiff adhered to her version in the plaint and no contradiction could be brought out by the defendant during such cross-examination. Moreover, it is submitted that the defendant has even failed to lead any evidence in DE and therefore, the defendant has miserably failed to prove the defence taken by him in her written statement. Qua limitation issue, Ld. Counsel submitted that this issue has already been decided by this court vide its order dated 02.08.2025 and since said order has not been challenged on behalf of defendant till date, therefore, the same has attained the finality. At the end, it is requested to decree the suit with cost in favour of plaintiff.

12. Per contra, Ld. Counsel for respondent submitted that the suit of the plaintiff is clearly barred by limitation because as per plaintiff, she has extended the loan in question to defendant in October, 2015 and further, as per admission of plaintiff during her cross-examination, said loan was to be returned within six

months. Therefore, as per Ld. Counsel, the limitation period to recover the alleged loan started to run from April, 2016 and hence, the present suit filed in year 2022 is clearly barred by limitation. Ld. Counsel further submitted that as per the case of plaintiff herself, the cheque for repayment was allegedly issued by defendant in favour of plaintiff in year 2022 and by that time, the alleged due amount by defendant to the plaintiff has clearly become time-barred. Ld counsel further submitted that moreover, during her cross-examination, plaintiff/PW-1 clearly stated that she does not remember when the defendant handed over the cheque to the plaintiff. Therefore, it is submitted that plaintiff is not entitled to any relief and requested that present suit be dismissed.

Issue-wise findings -

13. On the basis of material on record my issue-wise findings are being discussed in ensuing paragraphs.

Issue no. 2:-

Whether the present suit is barred by limitation? OPD

14. For the sake of convenience, issue no. 2 is taken up first. The onus to prove this issue was on defendant. The plaintiff has categorically mentioned in her plaint that she had advanced friendly loan of Rs. 3 lakhs in favour of defendant in the year 2015 and as per version of plaintiff, no time for repayment of the said loan was fixed and same was to be paid as and when demanded by the plaintiff. It is further the case of the plaintiff

that the plaintiff required the funds in the month of December 2021 and accordingly, asked the defendant to return the loan amount of Rs. 3 lakhs and after repeated requests of plaintiff, defendant finally gave a cheque bearing no. 041027 dated 11.07.2022 for an amount of Rs. 3 lakhs to plaintiff, which cheque on presentation was dishonoured resulting into filing of the present suit.

15. Therefore, though the initial case of the plaintiff was that no time was fixed for repayment of loan extended to defendant in year 2015, however, during her cross-examination, PW-1 has clearly stated that loan in question was advanced in the month of October 2015 by her to the defendant for a period of six months only. So as per aforesaid admission of plaintiff, the cause of action to recover the said amount arose in favour of the plaintiff after expiry of six months from October, 2015 and therefore, the period of limitation has already started to run from the month of April 2016.

16. It is pertinent to mention here that in view of said admission of plaintiff during her cross-examination, an application u/o 12 Rule 6 CPC was moved on behalf of defendant after closure of PE by plaintiff. In the said application, it is indicated that since as per the admission of plaintiff during her cross-examination, the period of limitation to recover the amount has started to run from the month of April, 2016, therefore, the present suit filed by the plaintiff in the year 2022 is clearly barred by limitation.

17. But said application was dismissed by Ld. Predecessor of this court vide order dated 02.08.2025 by holding that the plaintiff has based her cause of action on the basis of cheque issued in the month of July, 2022 by the defendant in favour of plaintiff and the case of the plaintiff is squarely covered under section 25(3) of Indian Contract Act.

18. At this stage, it is apt to reproduce the relevant extracts of order dated 02.08.2025 passed by Ld. Predecessor of this court and the same is reproduced as under -

> "*An application u/o 12 Rule 6 CPC has been filed on behalf of defendant. Same is taken on record. Copy supplied.*
>
> *Arguments on the application have been heard. Record perused.*
>
> *By way of the present application, defendant seeks passing of a decree for dismissal of the suit being time barred. It is stated that during the cross examination of plaintiff/PW1, it has categorically been admitted that the loan in question was disbursed/advanced in the month of October 2015 for a period of six months only and therefore, the cause of action to recover the amount due arose after the expiry of six months, after October 2015 and the period of limitation started to run in the month of April 2016 whereas, the present suit has been filed in the year 2022, which is after the expiry of prescribed period of three years of limitation for recovery of money.*
>
> *Perusal of the record shows that although, there is an admission that the loan in question had been advanced in the month of October 2015 for a period of six months, yet, a cheque which is subject matter of the present suit had been issued in the month of July 2022. The present situation is squarely covered u/s 25 of the Indian Contract Act, where the cheque in question is in*

writing and signed by the defendant, in terms of Section 25 (3) of the Indian Contract Act.

Therefore, this Court finds no merit in the present application and the same is accordingly dismissed and disposed of.

Evidence by way of affidavit and list of witnesses filed on behalf of defendant. Same are taken on record. Copy supplied.

No DW is present today.

*Put up for DE on **27.08.2025.**"*

19. The said order dated 02.08.2025 passed by Ld. Predecessor of this court holding on the basis of material available on record on the said date that the present suit is within limitation, has attained finality as nothing has been brought on record that the defendant has challenged the said order by filing any review, revision or appeal.

20. Further, after adjudication of the said issue vide order dated 02.08.2025, no fresh evidence either by plaintiff or the defendant has been brought on record, which requires re-examination of the issue of limitation in the light of any fresh material.

21. Pertinently, as per the case of the defendant, the said cheque was handed over to the plaintiff in the year 2015 as a security. But the defendant has failed to lead any evidence to prove her defence to the effect that the said cheque was not issued by her to the plaintiff in the year July 2022 and rather, the same was issued in the year 2015 itself as a security. Further

defence of the defendant is that the cheque in question was given to the plaintiff without being signed by the defendant But interestingly, during the cross examination of PW-1, not even a single suggestion was given on behalf of defendant that the cheque in question is/was not signed by the defendant.

22. In view of the aforesaid discussion, it is clear that defendant has failed to discharge his onus to prove that the present suit filed by the plaintiff is barred by limitation. Accordingly, this issue is decided in favour of the plaintiff and against the defendant.

Issue no.3 -

Whether the plaintiff has misused the cheque of the defendant which was lying in the possession of the plaintiff ? OPD

23. Onus to prove this issue was on the defendant, but as stated above, the defendant has failed to adduce any evidence to prove that the cheque in question was lying in the possession of the plaintiff or that the defendant has misused the same. Even during cross-examination of plaintiff, nothing has come on record which may prove the aforesaid defence of the defendant. Therefore, this issue is also decided in favour of the plaintiff and against the defendant.

Issue no. 4 -

Whether there was no transaction of loan between the plaintiff and the defendant ? OPD

24. Onus to prove this issue was on the defendant, but again, the defendant has failed to adduce any evidence to discharge her burden. Therefore, this issue is also decided in favour of the plaintiff and against the defendant.

Issue no. 1 -

Whether the plaintiff is entitled to recovery of Rs. 3 Lakhs as prayed for? OPP

25. Onus to prove this issue was on the plaintiff. As stated above that the case of plaintiff is that she had advanced friendly loan of Rs. 3 lakhs in favour of defendant in the year 2015 through cheque dated 09.11.2015 and to repay the same, defendant gave a cheque bearing no. 041027 dated 11.07.2022 for an amount of Rs. 3 lakhs to plaintiff, which cheque on presentation was dishonoured. In support of her aforesaid averments in plaint, the plaintiff has examined herself as PW-1, wherein she reiterated said averments.

26. Now, the defendant has herself admitted the factum of receipt of an amount of Rs. 3,00,000/- from the plaintiff in the year 2015, but the defence of the defendant is that instead of receiving the said amount on account of any requirement of personal loan, the defendant has received the said amount for opening a joint educational institute and that the defendant has already repaid the said amount of Rs. 3 lakhs in cash to the plaintiff in the year 2015 itself. But the defendant has failed to

lead any evidence to prove that she repaid the said amount to the plaintiff in year 2015 itself.

27. On the other hand, the plaintiff in her evidence has placed on record the original cheque Ex. PW-1/2 issued by the defendant in favour of plaintiff for a sum of Rs. 3 lakhs in July 2022 towards repayment of loan, along with return memo Ex. PW-1/3 showing the reason for dishonor as “RBI blocked the bank”. Further, during the cross-examination of plaintiff also, no major contradictions could be brought out by the defendant.

28. Therefore, the plaintiff has clearly proved by preponderance of probabilities that she has lent a friendly loan of Rs. 3 lakh to the defendant in year 2015, whereas the defendant could not prove her defence that she had already repaid the said amount in cash to plaintiff way back in year 2015 itself. Therefore, plaintiff is held entitled for the recovery of Rs. 3 lakhs from the defendant and this issue is also decided in favour of plaintiff and against the defendant.

Issue no. 5 - Relief.

29. In view of the aforesaid findings on issue no. 1 to 4, the suit of the plaintiff is decreed in her favour and against the defendant and the plaintiff is held entitled for recovery of amount of Rs.3,00,000/- from defendant along with interest @ 6% per annum from the date of filing of the suit till its realization.

30. Defendant is further directed to pay cost of the suit to the plaintiff.

31. Decree sheet be prepared accordingly.

Announced in open Court
on this 03rd Day of February, 2026

Gopal Krishan

Digitally signed by Gopal Krishan
Date: 2026.02.03 15:58:19 +0530

(GOPAL KRISHAN)
JSCC/ASCJ/GJ-01 (CENTRAL)
TIS HAZARI COURTS/DELHI