

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

CS (COMM.) 77/2025
CNR NO.DLNE01-001397-2025

MEGH MEDITECH PVT. LTD.,
AT KHASRA NO.256, SERVICE ROAD,
OPPOSITE CHAUHAN PATTI BUS STAND,
CHAUHAN PATTI, DELHI.
THROUGH ITS MANAGING DIRECTOR
MR. MEGH PRAKASH.

..... Plaintiff.

VERSUS

DR. JASBIR SINGH BHANDARI,
PROPRIETOR/OWNER OF RADHE KRISHNA ENT
CENTRE,
AT VILLAGE – TALKEHAR, POST – AJHA,
TEHSIL – JOGINDER NAGAR,
DISTRICT MANDI, H.P. – 175032.

..... Defendant

Date of Institution	:	27.05.2025
Date of final arguments	:	24.03.2026
Date of decision	:	01.04.2026
Decision	:	Decreed.

JUDGMENT:-

1. This suit has been filed by the Plaintiff against the defendant seeking recovery of Rs.13,92,074/- alongwith pendente-lite & future interest @ 18% p.a.

2. As contended, the plaintiff is a company incorporated under the Indian Companies Act and is involved in the import,

refurbishing and manufacturing of the medical equipments. The defendant approached to Mr. Megh Prakash, Managing Director of the plaintiff company for the purchase of one unit of microscope, an high end machine used for surgery of eyes. On 14.01.2023, the plaintiff sent quotation for Rs.13,30,000/- as the costs of machine including GST of Rs.2,68,800/-. The quotation was accepted by the defendant and on 15.01.2023, Mr. Surender Singh, employee cum technician of the defendant visited the spot for the examination of machine and after examination and taking telephonic approval, an advance amount of Rs.3,40,000/- was paid to the plaintiff against money receipt dated 15.01.2023. On 17.01.2023, the machine was transported by road from Delhi to the hospital of the defendant and the same was successfully installed and functioning was demonstrated to the defendant and his staff/employee. The balance payment of Rs.9,90,800/- was to be paid against the installation and delivery of the machine. After installation of machine, the defendant requested for some time for making payment on the pretext of receiving retirement benefits. On 24.03.2023 when the plaintiff reminded the defendant about the payment, the defendant told that he would not pay the GST amount and requested for invoice of Rs.3 lacs so that the least amount for GST would be payable by him. He also requested that he would pay the balance amount in cash. The plaintiff refused the request of the defendant and requested him to return the machine but of no avail. On 06.04.2023, the defendant threatened the Managing Director of plaintiff and also refused to return the machine and pay any single penny. On

22.05.2023, the plaintiff sent invoice of machine for Rs.13,30,800/- by post and the defendant has received the same but the defendant failed to pay the balance amount. The plaintiff also issued legal notice dated 22.08.2024 to the defendant calling upon the defendant to make the balance payment of machine which was not replied nor the payment was made. 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 against the defendant but the defendant failed to appear in the said proceedings and certificate of Non-Starter Report dated 30.11.2024 was issued. Hence, the present suit for recovery is filed by the plaintiff bank against the defendant.

3. The defendant filed written statement contending that – this court has no territorial jurisdiction to try and entertain the present suit as no part of cause of action arose in Delhi; the offer to sell, inspection of machine, part-payment, delivery of microscope all took place at Himachal Pradesh.

It is stated that the defendant purchased the microscope for a total lump-sum price of Rs.6,40,000/- inclusive of all taxes, GST and charges. It is further stated that the plaintiff did not issue any invoice or bill against the machine nor any tax invoice, proforma invoice or written contract was executed on 16.01.23 between the parties. It is claimed that the machine i.e. microscope was defective from the very beginning and continued to malfunction despite the plaintiff's promise. The defendant

denied receiving or accepted any quotation or executed any agreement/invoice in Delhi. It is stated that there was the conditional undertaking reached at Defendant's Office at Himachal Pradesh between the parties regarding satisfactory performance of the equipment. The defendant denied the other contents of the plaint and lastly prayed to dismiss the suit.

4. In the replication, the plaintiff reiterated the contentions mentioned in the plaint and denied the averments of defendant made in the written statement.

5. Upon completion of the pleadings, the following issues were framed on 26.09.2025:

ISSUES:

- (1) Whether this court has no territorial jurisdiction to try and entertain the present suit?...OPD
- (2) Whether the plaintiff is entitled to decree in the sum of Rs.13,92,074/- as prayed for?...OPP
- (3) Whether the plaintiff is entitled to any interest and if so, at what rate, at what amount and for what period?...OPP
- (4) Relief.

6. The plaintiff examined its Managing Director Sh. Megh Prakash Singh as PW1 vide his affidavit Ex.PW1/A who deposed as per the averments in the plaint. He had also relied upon the following Documents:

- (1) Copy of quotation dated 14.01.2023 as Ex.PW1/1.
- (2) Copy of Money Receipt dated 15.01.23 as Ex.PW1/2.
- (3) Copy of Tax Invoice dated 24.01.23 as Ex.PW1/3.

- (4) Postal Receipt dated 22.05.23 as Ex.PW1/4.
- (5) Copy of legal notice with postal receipt dated 22.08.23 as Ex.PW1/5.
- (6) Certificate under Section 63 BSA as Ex.PW1/6.
- (7) Board Resolution of plaintiff company as Ex.PW1/7.

7. In rebuttal, the defendant examined himself as DW1 vide his affidavit Ex.DW1/A and deposed as per the averments in the Written Statement. He has also relied upon the following documents:

- (1) Copy of photograph of defendant's ENT Clinic as Mark A.
- (2) Copy of certificate of provisional registration issued by the Govt. of Himachal Pradesh to ENT Centre as Mark B.
- (3) Copy of screenshot of the whatsapp Chat between DW1 and plaintiff as Ex.DW1/1 (objected to because there is no list of documents filed by defendant containing this document).
- (4) Copy of screenshot of mail alongwith request letter dated 18.11.24 and 27.11.24 seeking adjournment of the mediation proceedings as Ex.DW1/2 (objected to because there is no list of documents filed by defendant containing this document).
- (5) Copy of the aadhar card and voter I-card of the defendant as Ex.DW1/3 (objected to because there is no list of documents filed by defendant containing this document).

8. I have heard the final arguments addressed by the

counsel for the plaintiff as well as counsel for the defendant and also gone through the records as well. I have also gone through the written arguments filed by the plaintiff. I have also gone through the written arguments as well as additional written arguments filed on behalf of the defendant. The counsel for the plaintiff relied upon the judgment M/s. Narain Garh Suger Mills Ltd. v. Krishna Malhotra decided by Hon'ble High Court of Delhi in RFA No.144/2004 in support of his contention. The counsel for the defendant also relied upon the following case laws in support of his contentions:

- (1) Afcons Infrastructure Ltd. v. Major Balwan Singh, (2023) 7 HCC (Del) 1;
- (2) Jagmitter Sain Bhagat & Ors. v. Director, Health Services, (2013) 10 SCC 136;
- (3) Patel Roadways Ltd. v. Prasad Trading Company, (1991) 4 SCC 270;
- (4) Suman Devi v. Rakesh Kumar Sharma decided by Hon'ble Delhi High Court in FAO (Comm) No.189/2025;
- (5) Prayag Polytech Pvt. Ltd. & Ors. v. Manju Aggarwal decided by Hon'ble Delhi High Court in FAO (Comm) No.83/2025;
- (6) Som Kumar Subba v. The Secretary Urban Development Department & Ors decided by Sikkim High Court in RFA No.07/24;
- (7) Smt. Sandhya E Rao. v. Smt. Suryakala S. Chavan decided by Hon'ble High Court of Karnataka at Bengaluru in W.P.No.30161/2019.

(8) Dr. D. V. Chugh v. State & Anr., ILR (2012) 6 Delhi 81 CRL; and

(9) Ladymoon Towers Pvt. Ltd. v. Mahendra Investment Advisors Pvt. Ltd., 2021 SCC Online Cal 4240.

9. My issue-wise findings are as under:

ISSUE NO.1:-

Whether this court has no territorial jurisdiction to try and entertain the present suit?...OPD

The onus to prove the above issue was on the defendant. This issue has been framed in view of the objections taken by the defendant in the written statement. It is submitted on behalf of the defendant that since the offer to sell, inspection of machine, part-payment and delivery of the microscope all took place in Himachal Pradesh, this court has no territorial jurisdiction to try and entertain this suit. On the other hand, it is submitted on behalf of the plaintiff that since the part of cause of action has taken place within the jurisdiction of this court as the part payment was made at Delhi and machine was dispatched from Delhi, this court has the territorial jurisdiction to try and entertain the present suit.

Section 20 (c) CPC provides that the suit has to be instituted where the cause of action, wholly or in part, arises. Cause of action is bundle of facts, which is to be proved by plaintiff in order to succeed in the suit. PW-1 Megh Prakash Singh in his affidavit of evidence Ex.PW1/A has deposed that on

17.01.2023, the machine was transported by road from Delhi to the hospital of the defendant at Himachal Pradesh. This fact is not disputed by the defendant and even a suggestion was not given to PW-1 when he was in the witness box regarding not dispatching of machine from Delhi.

I have gone through the judgment of Hon'ble Delhi High Court in CS (OS) 243/2010 decided on 26.07.2012 titled Pramod Gupta Vs. Romesh Power Product Pvt. Ltd. wherein the similar issue was discussed by the Hon'ble Delhi High Court and the ratio of the judgment is squarely applicable in the facts and circumstances of this case. The relevant para in respect of cause of action i.e. para nos.12 and 15 are reproduced for ready reference to come to the conclusion that the cause of action arose within the jurisdiction of this court and this court accordingly has territorial jurisdiction to entertain this matter as below:-

“12. A cause of action means every fact, which, if traversed, it would be necessary for the plaintiff to prove in order to support his right to a judgment of the Court. In other words, it is a bundle of facts which taken with the law applicable to them gives the plaintiff a right to relief against the defendant. It must include some act done by the defendant since in the absence of such an act no cause of action can possibly accrue. It is not limited to the actual infringement of the right sued on but includes all the material facts on which it is founded. It does not comprise evidence necessary to prove such facts, but every fact necessary for the plaintiff to prove to enable him to obtain a decree. Everything which if not proved would give the defendant a right to immediate judgment must be part of the cause of action. But it has no relation judgment must be par of the cause of action. But it has no relation whatever to the defence which may be set up by the defendant nor does it depend upon the character of the relief prayed for by the plaintiff.

15. In the matter of contract there may arise causes of

action of various kinds. In a suit for damages for breach of contract the cause of action consists of the making of the contract, and of its breach, so that the suit may be filed either at the place where the contract was made or at the place where it should have been performed and the breach occurred. The making of the contract is part of the cause of action. A suit on a contract, therefore, can be filed at the place where it was made. The determination of the place where the contract was made is part of the law of contract. But making of an offer on a particular place does not form cause of action in a suit for damages for breach of contract. Ordinarily, acceptance of an offer and its intimation result in a contract and hence a suit can be filed in a court within whose jurisdiction the acceptance was communicated. The performance of a contract is part of cause of action and a suit in respect of the breach can always be filed at the place where the contract should have been performed or its performance completed. If the contract is to be performed at the place where it is made, the suit on the contract is to be filed there and nowhere else. In suits for agency actions the cause of action arises at the place where the contract of agency was made or the place where actions are to be rendered and payment is to be made by the agent. Part of cause of action arises where money is expressly or impliedly payable under a contract. In cases of repudiation of a contract, the place where repudiation is received is the place where the suit would lie. If a contract is pleaded as part of the cause of action giving jurisdiction to the Court where the suit is filed and that contract is found to be invalid, such part of cause of the action disappears. The above are some of the connecting factors.”

This court is also fortified in view of judgment by Hon'ble Delhi High Court in RSA No.40/2013 decided on 05.03.2014 titled Satyapal vs Slick Auto Accessories Pvt. Ltd. & Ors. in respect of the territorial jurisdiction to entertain the suit and the cause of action in respect of such transactions wherein similar issue was discussed.

In the present case, the machine was dispatched from Delhi to the defendant at Himachal Pradesh, therefore, I am of the view that part of cause of action arose within the territorial

jurisdiction of this Court. Accordingly, this issue is decided against the defendant and in favour of the plaintiff.

Issues No.2 & 3:

(2) Whether the plaintiff is entitled to decree in the sum of Rs.13,92,074/- as prayed for?...OPP

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

10. Section 101 of the Evidence Act, 1872 defines “burden of proof” which is reproduced as below:-

“101. Burden of proof- whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts, must prove that those facts exist. When a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person.”

Section 101 of the Evidence Act has clearly laid down that the burden of proving a fact always lying upon the person who asserts the facts. Until such burden is discharged, the other party is not required to be called upon to prove his case. The court has to examine as to whether the person upon whom the burden lies has been liable to discharge his burden. Until he arrives at such conclusion he cannot proceed on the basis of weakness of other party. Further, Section 58 of the Indian Evidence Act contained that no fact need to be proved in any proceedings which parties thereto or their agents agree to admit at the herein, or which, before the hearing, they agree to admit by any writing under their hands or which by any rule of pleadings enforce at the time they are deemed to have admitted by their pleadings.

11. It is well settled that a suit has to be tried on the basis of the pleadings of the contesting parties which is filed in the suit in the form of plaint and written statement and the nucleus of the case of the plaintiff and the contesting case of the defendant in the form of issues emerges out of that. Being a civil suit, this suit is to be decided on the basis of preponderance of probabilities.

In the case of Raj Kumar Singh & Anr. Vs. Jagjit Chawla, reported in 183 (2011) DLT 418, the Hon'ble High Court of Delhi was pleased to observe as under:-

“A civil case is decided on balance of probabilities. The balance of probabilities in the present case shows that the Power of Attorney Ex. PW3/1 and the Will Ex. P-1 were duly executed by the deceased Sh. Sohan Singh. The Power of Attorney is after all a registered Power of Attorney, and more importantly, the original title documents of the subject property are in the possession of the respondent No. 1 and which would not have been, if there was not to be any transfer of title in the suit property. Merely because two views are possible, this court would not interfere with one possible and plausible view which is taken by the court below, unless such view causes grave injustice. In my opinion, in fact, grave injustice will be caused not to the objectors/appellants but to the respondent No. 1 her father-in-law Sh. Sewa Singh, if the impugned judgment is set aside.”

In the case of Vishnu Dutt Sharma Vs. Daya Sapra, reported in (2009) 13 SCC 729, the Hon'ble Supreme Court was pleased to observe as under:

"8. There cannot be any doubt or dispute that a creditor can maintain a civil and criminal proceedings at the same time. Both the proceedings, thus, can run parallel. The fact required to be proved for obtaining a decree in the civil suit and a judgment of conviction in the criminal proceedings may be overlapping but the standard of proof in a criminal case vis-a-vis a civil suit, indisputably is different. Whereas in a criminal case the prosecution is bound to prove the commission of the offence on the part of the accused beyond any reasonable

doubt, in a civil suit “preponderance of probability” would serve the purpose for obtaining a decree”.

12. The relevant Section 103 Indian Evidence Act, 1872 which cast onus on the parties to prove their contention is also reproduced for ready reference as under:

Section 103 Evidence Act, 1872: Burden of Proof as to particular fact:

The burden of proof as to any particular fact lies on that person who wishes the Court to believe in its existence unless it is provided by any law that the proof of that fact shall lie on any particular person. Illustration:

(a) A prosecutes B for theft, and wishes the Court to believe that B admitted the theft to C. A must prove the admission. B wishes the Court to believe that, at the time in question, he was elsewhere. He must prove it.

13. Hon’ble Supreme Court in Shivaji Balram Haibatti v. Avinash Maruthi Pawar reported as Manu/SC/1460/22017 held as under:

“It is settled principal of law that the parties to the suit can not travel beyond the pleadings so also the court can not record any finding on the issues which are not part of the pleadings. In other words, the court has to record the findings only on the issues which are part of the pleadings on which parties are contesting the case. Any finding recorded on an issue de hors the pleadings is without jurisdiction”.

Any evidence, documentary or oral can not be seen in absence of pleadings. The judgment of Hon’ble Supreme Court in Arikala Narasa Reddy vs. Venkata Ram Reddy Gari reported (2014) 5 SCC 312 may be referred wherein it has been held that the party has to plead necessary and material facts; party can not go beyond pleadings; in absence of pleadings evidence can not be considered; relief not founded on pleadings should not be

granted. The relevant para 15 thereof is reproduced as under:

15. This Court has consistently held that the court cannot go beyond the pleadings of the parties. The parties have to take proper pleadings and establish by adducing evidence that by a particular irregularity/illegality, the result of the election has been “materially affected”. There can be no dispute to the settled legal proposition that “as a rule relief not founded on the pleadings should not be granted”. Thus, a decision of the case should not be based on grounds outside the pleadings of the parties. In absence of pleadings, evidence if any, produced by the parties, cannot be considered. It is also a settled legal proposition that no party should be permitted to travel beyond its pleadings and parties are bound to take all necessary and material facts in support of the case set up by them. Pleadings ensure that each side is fully alive to the questions that are likely to be raised and they may have an opportunity of placing the relevant evidence before the court for its consideration. The issues arise only when a material proposition of fact or law is affirmed by one party and denied by the other party. Therefore, it is neither desirable nor permissible for a court to frame an issue not arising on the pleadings. The court cannot exercise discretion of ordering recounting of ballots just to enable the election petitioner to indulge in a roving inquiry with a view to fish material for dealing the election to be void. The order of recounting can be passed only if the petitioner sets out his case with precision supported by averments of material facts. (Vide: Ram Sewak Yadav v. Hussain Kamil Kidwai & Ors., AIR 1964 SC 1249; Bhabhi v. Sheo Govind & Ors., AIR 1975 SC 2117; and M. Chinnasamy v. K.C. Palanisamy & Ors., (2004) 6 SCC 341)”.

14. The brief and relevant facts for the filing of this case alongwith defence of the defendant has been mentioned at the outset. The plaintiff claimed that it sold one machine i.e. refurbished Karl Zeiss ENT Microscope to the defendant amounting to Rs.13,80,000/- (including taxes) as per the quotation agreed between the parties; the defendant paid an advance amount of Rs.3,40,000/- against the machine but failed to pay the remaining amount despite issuance of legal notice and

hence the present suit. On the other hand, the defendant admitted that though the plaintiff supplied the machine but the same was defective one and the total costs of the machine was Rs.6,40,000/-. It is further claimed by the defendant that the plaintiff never repaired the machine despite repeated requests. There is no document on record to show that the defendant has ever raised any such plea of defective/inferior machine to the plaintiff prior to this case nor any letter/notice has been written/issued by the defendant to replace the machine/repair the machine.

The PW1 filed his affidavit by way of evidence and reiterated the averments made in the plaint. The witness/PW1 has also proved the relevant documents i.e. invoice on the basis of which the suit is filed, quotation, money receipt, legal notice, certificate under Section 63 BSA, Board Resolution of the plaintiff vide Ex.PW1/1 to Ex.PW1/7 respectively to prove the contention. The witness/PW1 was cross-examined by the defendant and the testimony of the PW1 recorded during cross-examination corroborates the case of the plaintiff. The relevant testimony of PW1 recorded during cross-examination is as under:-

“The defendant approached me through Internet. I do not know how the defendant approached me exactly. The defendant approached me for purchase of medical equipments viz. microscope, camera, endoscope for ENT Surgery. I know the defendant is ENT Surgeon. The full form of ENT is Ear Nose and Throat.

XXXX

XXXX

XXXX

Defendant approached me through phone.

XXXX

XXXX

XXXX

It is correct that say that I have neither pleaded nor placed on record any proof substantiating the delivery of the quotation to the defendant. The quotation amount sent to defendant was Rs.13,30,800/-. It is correct that the alleged quotation does not bear the signature of the defendant. It is correct to say that there is no acknowledgment/acceptance on the part of defendant to the quotation.

XXXX

XXXX

XXXX

I have not placed any document to show that Surender Singh was either employee or was authorized by the defendant. Sunder Singh is not being made party in the present suit.

XXXX

XXXX

XXXX

It is correct that I have not filed any document on record that acknowledging the inspection or approval of the machine signed by Surender Singh.

XXXX

XXXX

XXXX

I have received a sum of Rs.3,40,000/- from the defendant in cash. It is correct that my company is GST Registered. It is incorrect that I received Rs.3,40,000/- in cash to hide my income and to earn the same as profit. I have received Rs.3,40,000/- from defendant on 15.01.23.

XXXX

XXXX

XXXX

I have received the money on 17.01.2023 as mentioned in the alleged receipt no.008 which is Ex.PW1/2.

XXXX

XXXX

XXXX

It is correct that there is no signature of the defendant or Surender Singh on the alleged receipt.

XXXX

XXXX

XXXX

I have not made any entry of Ex.PW1/2 in my tax invoice dated 24.01.23 marked as PW1/3.

XXXX

XXXX

XXXX

It is correct to state that the invoice neither bears my signature, stamp, nor the same is mentioned as computerized copy which is marked as Ex.PW1/3. It is correct to say that I have not mentioned about the particulars such as used/refurbished in the invoices.

XXXX

XXXX

XXXX

At this stage, plaintiff is shown the court file of the plaint. It is wrong to suggest that I have not mentioned about the details of the product being used/refurbished in the plaint. It is correct that the date of delivery is not mentioned in the invoice which is marked as Ex.PW1/3. It is correct that I have neither produced on record nor mentioned in the plaint about dispatching of the product to the defendant. It is also correct that there are no details of any transport mentioned in the plaint. (Vol. I have myself taken the machine to the place of the defendant and installed and trained defendant by

staying there for two continuous days.

XXXX

XXXX

XXXX

It is correct to say that the 18% interest does not form a part of term and condition mentioned in the tax invoice which is Ex.PW1/3.

XXXX

XXXX

XXXX

I went to the place of the defendant with the machine by my car. I have not procured any e-way bill while transporting the machinery to the place of defendant.

XXXX

XXXX

XXXX

At this stage, witness is shown the judicial file. No such document showing outstanding amount of Rs.9,90,800/- form part of the plaint. I do not maintain any ledger account regarding the transactions with the defendant. It is correct to say that I have sent a legal notice wherein 24% interest per annum has been demanded upon the outstanding amount.

XXXX

XXXX

XXXX

I am aware that a case is filed against me in Mandi, Himachal Pradesh by the defendant.

XXXX

XXXX

XXXX

(Vol. There were some complaints regarding the bulb of the machine being fused which is not covered under warranty).

XXXX

XXXX

XXXX

It is incorrect to say that I received the advance amount of Rs.3,40,00/- in the hospital of the

defendant.

XXXX

XXXX

XXXX

It is correct to suggest that no legally enforceable contact was entered into and between the plaintiff and the defendant.

XXXX

XXXX

XXXX

It is correct that the Tax Invoice which is marked as Ex.PW1/3 is GST invoice. I have claimed Rs.9,90,800/- alongwith interest in my prayer”.

15. The defendant in order to prove the defence examined himself as DW1. He during cross-examination deposed as under:

“I have not purchased any ENT Surgical microscope during my medical practice.

XXXX

XXXX

XXXX

The microscope which is the subject matter of the present suit belongs to ZEISS ENT Microscope. It is correct that the full name of the ENT Surgical Microscope which is subject matter of the suit is Carl Zeiss.

XXXX

XXXX

XXXX

It is correct that I have purchased the refurbished microscope which is subject matter of the suit. I purchased the refurbished microscope from the plaintiff just to run my work and my aim was not to save the money.

XXXX

XXXX

XXXX

Ques: I put to you that in ordinary sense no person can accept like the plaintiff that such high and machine would be taken to the place of the purchaser to sell the same. What do you have to say?

XXXX

XXXX

XXXX

Ans. More than 20 years old machine is not an high end machine.

XXXX

XXXX

XXXX

I do not know the price of the machine which is subject matter of the suit. I have paid Rs.3,40,000/- to the plaintiff. The amount of Rs.3,40,000/- was a bit more than the 50% of the total price of the machine.

XXXX

XXXX

XXXX

(Vol. The total price was a mutual verbal understanding between both parties worth Rs.6,40,000/- for the microscope and there Endoscopes. It is correct that I have not sent any written information regarding the defects found by me in the microscope etc. to the plaintiff”.

The testimony of the DW1 recorded during cross-examination makes it apparent that the defendant purchased the machine from the plaintiff. The defendant failed to prove that the costs of the machine was Rs.6,40,000/- only as during cross-examination he deposed that - *I do not know the price of the machine which is subject matter of the suit*. The testimony of the DW1 falsifies the defence of the defendant as well.

16. The testimony of the PW1 makes apparent that the plaintiff supplied the machine to the defendant against the invoice; the defendant failed to make the complete payment. The defendant failed to prove the supply of defective machine by the plaintiff. The defendant has not issued any legal notice nor returned such defective machine to the plaintiff.

There is nothing produced on behalf of the defendant to prove the contention that the machine was defective. The PW1 on the other hand deposed regarding the case and also proved the relevant documents. Merely oral and bald averments by the defendant is not sufficient to prove the contention and rebut the claim of the plaintiff.

In nut shell, the defendant has not proved anything on record to controvert the case of the plaintiff as claimed in the plaint or examination in the plaintiff's witness. It is noted that total amount of Rs.9,90,800/- towards machine is due and outstanding against the defendant. The ratio of the judgments relied upon by the counsel for the defendant is not applicable in the facts and circumstances of this case. The plaintiff is accordingly entitled for the said amount from the defendant. Issue no.(2) is accordingly decided in favour of the plaintiff and against the defendant.

17. The plaintiff has claimed pendente lite and future interest @ 18% per month. 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 nationalized 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 Undertakings) 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 incurring 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)

18. 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.

19. 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 pendente lite and future interest @ 9% per annum on the principal amount of Rs.9,90,800/-. The issue no.(3) stands decided accordingly.

Relief:

20. 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.9,90,800/- alongwith pendente lite and future interest @ 9% per annum from the date of filing of the suit till realization. The Plaintiff shall also be entitled to the costs of the suit. Decree sheet be drawn accordingly.

21. The copies of the judgment be issued to all the parties to the dispute through Electronic Mail. Judgment be also uploaded on the server.

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

Announced in the open court (GORAKH NATH PANDEY)
on 01st April, 2026. District Judge (Commercial Court)
North East District: Karkardooma Courts,
Delhi.