IN THE COURT OF SH. SUDESH KUMAR
DISTRICT JUDGE COMMERCIAL COURT-01, SHAHDARA,
KARKARDOOMA COURTS, DELHI

CS (Comm) No. 28/2025
CNR No. DLSH01-000117-2025

Mr. Dheraj Kumar
Sole proprietor of Sanjam Creation
Office at: Property No. X-18,
Shivaji Gali, Near Ghandhi Nagar P.S.,
Ghandhi Nagar, Delhi-1 10031
(M): 09555581067

…..Plaintiff

Versus

Ajibul Haque
Proprietor of
M/s. Apna Dresses,
Kumhari, Kumhari, Kadwa,
Katihar, Bihar- 855105.
Whatsapp no. 08299882852
GSTIN/UIN-10AQQPH2544A1ZH.

…..Defendant

Date of e-filing of the case	**: 07.01.2025**
Date of conclusion of the final arguments	**: 29.01.2026**
Date of judgment	**: 31.01.2026**

EXPARTE JUDGMENT

The present commercial suit for recovery of a sum of Rs.6,06,956/-, along with pendentelite and future interest @24% p.a. w.e.f 01.01.2021, has been filed on behalf of the plaintiff, on 07.01.2025, wherein, it is stated that the Plaintiff is sole proprietor of Sanjam Creation, having its registered office at

Ghandhi Nagar, Delhi and is engaged in the business of all types of clothes and ready-made garments like Jeans, Shirts, T-shirts (all types of T-shirts), Denim Jeans, Lower, Cargo Jeans, Trousers, ladies wears, Kurtis, suits, Sarees, etc. and sell the same on wholesale and retail basis.

2. It is stated that the defendant is sole Proprietor of M/s. Apna Dresses, and running the retail cloth shop at Katihar, Bihar. The plaintiff had organized Garment Fair in October 2023, at Purnia District, Bihar, and in that Fair the defendant approached the plaintiff for supply of readymade garments and on representation and warranties of the defendant, the plaintiff agreed to supply the ready-made garments like suits, Ladies Jeans & Pants, Cotton Trouser, Jeans, Shirts, T-shirts, Blazers, Bawa Suits, etc as per demand of the defendant, on credit basis. As per the demand and requirement of the defendant, the plaintiff had supplied various types of cloth/ready-made garments etc. to the defendant, vide various tax invoices / memos along with E-way bills in the year 2023-2024. The payments for the supplied goods was made on running account basis and as per the mutual understanding the payment was to be made within 15 to 45 days of the date of invoice, as the firm of the plaintiff comes under the Micro, Small and Medium Enterprises (MSME) and under the contractual obligation, the defendant had to pay the amount, as per the invoices raised on different dates.

3. It is further averred that vide several GST Tax invoices, the plaintiff sold the products to the defendant worth total amounting to Rs.18,81,472/- and after repeated follow up by the

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plaintiff, the defendant paid a sum of Rs.12,74,516/- and a sum of Rs.6,06,956/- alongwith interest @24% per annum, is still due and payable by the defendant. The defendant is also liable to pay pre-institution interest for the period w.e.f. 20.09.2023 to 16.11.2024 @ 24% per annum, which is amounting to Rs.1,39,972/-

4. It is further averred that after several reminders, in order to discharge his liability, the defendant issued a cheque bearing No. 0132462 dated 31.05.2024 for Rs.6,98,516/- drawn on Union Bank Branch Sonaili, Katihar. Bihar-855114, in favour of the plaintiff towards the pending payment. But, on presentation the said cheque was returned dishonored with the remarks "Funds Insufficient", vide return memo dated 05.06.2024. The plaintiff immediately contacted and intimated the defendant about the dishonour of the abovementioned cheque, on which the defendant assured the plaintiff to clear the dues. But, despite several repeated requests through phone calls & whatsapp messages and visiting office of the defendant by the plaintiff, the defendant has not cleared the outstanding amount till date.

5. It is further averred that when the requests of the plaintiff yield no result, the plaintiff was constrained to send a legal demand/recovery notice dated 21.06.2024, calling upon the defendant to pay the sum of Rs.6.98,516/- alongwith the agreed interest 24% p.a. But, despite service of the legal notice, no payment was made by the defendant.

6. It has been prayed that the suit of the plaintiff may be decreed in favour of the plaintiff and against the defendant, for a

sum of Rs.6,06,956/- along with interest @24% p.a. and costs.

7. After filing of the present suit, the summons of the suit for settlement of issues were issued to the defendant and the same were duly served upon the defendant, on 21.01.2025. But, despite due service, none had appeared on behalf of the defendant and no written statement was filed on its behalf. Therefore, vide order dated 10.03.2025, the defendant was proceeded 'exparte'.

8. During 'exparte' plaintiff's evidence, the plaintiff has examined himself as PW1, who filed his affidavit Ex. PW1/A and proved on record the various original system generated GST invoices as Ex.PW1/1 (Colly.). The original E-way bills alongwith photocopies of the bilties (transport receipts) have been proved on record as Ex.PW1/2 (colly.). Copy of cheque and cheque return memo have been filed as Ex.PW1/3 (Colly.). Ledger account of the plaintiff has been proved on record as Ex.PW1/4. Copy of legal notice alongwith tracking report have been proved on record as Ex.PW1/5 (Colly.). Non-starter report has been proved on record as Ex.PW1/6 and the plaintiff has filed the affidavit under Order XI Rule 6 of the Commercial Courts Act, as Ex.PW1/7.

9. 'Exparte' final arguments were addressed by Sh. Gaurav Sharma, Ld. Counsel for the plaintiff, on 29.01.2026. During the course of arguments, the Ld. Counsel for the plaintiff has reiterated the contents of the plaint and the affidavit Ex. PW1/A. He has argued that the legal notice was duly served upon the defendant, but the defendant neither replied the same nor paid the

outstanding amount. He has further argued that pre-institution mediation notice issued by DLSA, Shahdara, was also duly served upon the defendant, but the defendant failed to appear before the DLSA and therefore, a Non-Starter Report was issued by DLSA, Shahdara. He has submitted that the issuance of cheque Ex.PW1/3 was issued by the defendant in discharge of his liability and the same proved the admission of liability by the defendant. The plaintiff has also filed his ledger account and interest calculation sheet Ex.PW1/4. He has prayed that the suit of the plaintiff may be decreed, in his favour, and against the defendant, with interest and Costs.

10. I have carefully perused the case file. I have also given my considered thoughts to the arguments, addressed by the Ld. Counsel for the plaintiff.

11. Perusal of the record shows that the defendant has remained 'exparte' during the trial and has failed to file any written statement and statement of truth, affidavit of admission/denial of the documents, as stipulated under the provisions of The Commercial Courts Act, 2015.

12. The dispute between the parties is ***commercial in nature*** and is covered within the ambit of section 2 (1) (c) of the Commercial Courts Act, 2015.

13. The Hon'ble Supreme Court, in the case titled as, '***Ambalal Sarabhai Enterprises Ltd. v. K.S. Infraspace LLP, reported as 2019 SCC Online SC 1311'*** has held that provisions of the Commercial Courts Act, 2015 (hereinafter referred to as

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the CC Act) are to be strictly followed and adhered to and no liberal interpretation of the provisions has to be given and it should be read with narrow sense. It was observed as follows:

> *"The object and purpose of the establishment of Commercial Courts, Commercial Divisions and Commercial Appellate Divisions of the High Court is to ensure that the cases involved in commercial disputes are disposed of expeditiously, fairly and at a reasonable cost to litigants. Keeping in view the object and purpose of the establishment of the Commercial Courts and fast tracking procedure provided under the Act, the statutory provisions of the Act and the words incorporated thereon are to be meaningfully interpreted for quick disposal of commercial litigations so as to benefit the litigants especially those who are engaged in trade and commerce which in turn will further economic growth of the country."*

(emphasis supplied)

14. This Court has ***the territorial jurisdiction*** over the present case in view of the contents of paragraph number 25 of the plaint and the fact that the plaintiff's office is situated at Gandhi Nagar, Delhi, where all the relevant discussions with the defendant were held regarding placing of orders and the material was also dispatched from this office only, which is within the territorial jurisdiction of this Court.

15. This Court has ***the pecuniary jurisdiction*** also over the present case, which is for recovery of Rs.6,06,956/-, along with interest @24% p.a. from the date of institution of the present suit i.e. 07.01.2025, as the amount claimed by the plaintiff, is as per the specified value, as defined in section 2 (1) (c) and as per section 6 of the Commercial Courts Act, 2015.

16. The defendant made the last payment of Rs.11,000/- on

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30.10.2024. The present suit has been filed by the plaintiff on 07.01.2025, and therefore, the same is well ***within the period of limitation***.

17. The plaintiff has also filed the application for pre-litigation mediation, on 27.07.2024 and a Non Starter Report was issued by DLSA, Shahdara District, Delhi, on 29.09.2024. Therefore, the mandatory requirement of Section 12-A of the Commercial Courts Act, 2015, has been complied by the plaintiff.

18. The averments made in the plaint and in the affidavit of the plaintiff Ex. PW1/A have remained uncontroverted, unrebutted and unchallenged and can be presumed to be admitted as correct. The defendant has failed to contest the case or put up any defence. There is no reason to disbelieve the averments made in the plaint and the relevant documents, which have been filed on record, appear to be of an unimpeachable character.

19. The contents of the plaint and the affidavit of the plaintiff, Ex. PW1/A and the various documents filed on record as Ex.PW1/1 to Ex.PW1/7, have all remained unchallenged, unrebutted and uncontroverted.

20. From the material on record and the statement of account, it is clear that an amount of Rs.6,06,956/- was due and outstanding against the defendant as on 16.11.2024.

21. In the plaint, the plaintiff has claimed interest on the due amount @ 24% per annum w.e.f. the date of filing of the present suit. The interest @ 24% per annum, claimed by the plaintiff is

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highly excessive. Even the provisions of Section 34 of the CPC prescribe the interest only @ 6% per annum. But, as per the proviso to Section 34 CPC, the said rate of interest can exceed 6%, in case of Commercial Transactions.

22. It has been held by the Hon'ble High Court of Delhi, in case titled as, '***Mrs. Veena Jain vs. Sunil Sood***', passed in, '***CS (OS) No.1177/2003***', ***on 23.07.2012***, as under :

> *"8. I am however not agreeable to grant the huge rate of 24% interest as claimed by the plaintiff. The Supreme Court in the recent chain of judgments reported as Rajendra Construction Co. v. Maharashtra Housing & Area Development Authority and others, 2005 (6) SCC 678, McDermott International Inc. v. Burn Standard Co. Ltd. and others, 2006 (11) SCC 181, Rajasthan State Road Transport Corporation v. Indag Rubber Ltd., (2006) 7 SCC 700, Krishna Bhagya Jala Nigam Ltd. v. G.Harischandra, 2007 (2) SCC 720 & State of Rajasthan Vs. Ferro Concrete Construction Pvt. Ltd (2009) 3 Arb. LR 140 (SC) has mandated that Courts must reduce the high rates of interest on account of the consistent fall in the rates of interest in changed economic scenario. In my opinion, plaintiff will be thus entitled to interest @ 9% per annum on the principal amount due of `27,84,947.50/-for the period prior to the filing of the suit i.e. from 10.5.2000 till the date of filing of the suit. Plaintiff will also be entitled to pendente lite and future interest till payment @ 9% per annum simple."*

(emphasis supplied)

23. In view of the above judgment and keeping in view the prevailing rates of bank interest and the nature of business transactions between the parties, an interest @ 9% per annum is also awarded in favour of the plaintiff and against the defendant.

24. Accordingly, the present suit is hereby decreed, in favour of the plaintiff and against the defendant, for an amount of Rs.6,06,956/- along with simple interest @ 9% per annum w.e.f.

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the of filing of the present suit , i.e. 07.01.2025, till its realization; with costs and expenses i.e. the fees of the counsel for the plaintiff, as provided under the High Court of Delhi, Rules.

The decree sheet be prepared accordingly.

File be consigned to record room, after due compliance.

Announced in the open Court on
this 31st Day of January, 2026

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SUDESH KUMAR
District Judge (Commercial Court)-01
Shahdara District, KKD, Delhi