IN THE COURT OF VIKAS DHULL
DISTRICT JUDGE (COMMERCIAL COURT)-02
SOUTH WEST DISTRICT, DWARKA, NEW DELHI

DLSW010003702025

CS (COMM)/30/2025

In the matter of:

Canara Bank
Having its head office at:- 112 JC Road,
Banglore -560002
Having Branch Offlce at:
Canara Bank Plot No. 27, Sector 12 A,
Dwarka, New Delhi 110075 ... Plaintiff

Versus

1. **Anju Jaswal**
   W/o Sh. Vamdev Jaswal

2. **Vamdev Jaswal**
   s/o Late Sh. Saligram Jaswal

Both R/o F-62 Vishwas Park
Uttam Nagar New Delhi 110059.

Also At: F-8, Plot no.1, First Floor,
Sector 12, Ashirwad Chowk,
Dwarka, New De1hi-110059 **… Defendants**

Date of institution of suit	:	**20.01.2025**
Date on which judgment reserved	:	**02.06.2025**
Date on which judgment pronounced	:	**03.06.2025**

JUDGMENT

1. This is a commercial suit filed by plaintiff, claiming Rs.6,48,013/- alongwith pendente lite and future interest @ 13.80% per annum from the defendants.

Brief facts

2. Brief facts, as stated in the plaint, are that in 2012, defendants approached the plaintiff Bank (Erstwhile Syndicate Bank) for availing personal loan of Rs.2,50,000/-. It was averred that defendant no.1 (borrower) is the wife of defendant no.2(guarantor). It was further averred that after receipt of application and considering the request made by defendants, plaintiff Bank (erstwhile Syndicate Bank) sanctioned working capital limit of Rs.2,50,000/- @ 15.25% (Base rate +4.75%) to the defendant no.1, which was to be repaid in 60 months with equated monthly installments of Rs.5,980/- per month. In terms of sanction, defendants executed requisite documents.
3. It was further averred that defendant no.1 had failed to maintain the financial discipline. Hence, account of defendant no.1 was classified as Non Performing Asset (NPA) on 29.10.2014. However, on 21.14.2020, defendant no.1 submitted an application for one time settlement and executed acknowledgment of debt dated 09.06.2023 but despite repeated requests and reminders, defendant no.1 had failed to clear the outstanding amount. Hence, legal notice dated 07.06.2024 was issued upon the defendants but of no

avail. Thereafter, plaintiff initiated “Pre-Institution Mediation” proceedings for Mediation before the competent authority under Rule 3 (4) of The Commercial Courts (Pre-Institution Mediation and Settlement) Rules, 2018, wherein Non-Starter Report dated 13.11.2024 was issued by the concerned authority. Accordingly, present suit was filed for recovery of Rs.6,48,013/- alongwith a prayer for grant of interest @ 13.80% per annum from the date of filing of the suit till the date of realization.

4. Summons of the suit were issued to the defendants but defendants could not be served by way of ordinary process. However, defendant no.1 was served electronically through whatsapp on 26.03.2025. Plaintiff also furnished an affidavit certifying the correctness of whatsapp of the defendant no.1. Further, defendants no.1 and 2 have also been served by way of affixation alongwith photographs on 25.03.2025 at their Dwarka Address. Despite service, none appeared on behalf of defendants nor any written statement was filed within mandatory period of 30 days from the date of service. Thereafter, vide order dated 05.05.2025, right of the defendants to file Written Statement was closed and defendants were also proceeded ex-parte.

5. Thereafter, plaintiff examined its AR Ms. Renuka Chopra as PW1, who filed her evidence by way of affidavit and the documents in support of the claim were also relied upon, during the course of evidence. No other witness was

examined by plaintiff. Therefore, plaintiff's evidence was closed and matter was posted for final arguments.

6. I have heard Sh. Sanjeev Chopra, Ld. counsel for plaintiff and have carefully perused the record.

Arguments

7. It was submitted by the Ld. Counsel for the plaintiff that on the basis of unrebutted and unchallenged testimony of PW1 and the documents filed on record, plaintiff has duly proved that it is entitled to recover Rs.6,48,013/- which includes Rs.81,002.21p as the principal outstanding amount and Rs.5,65,510.31 as the interest @ 13.80% per annum calculated from 01.10.2019 to 01.01.2025 and Rs.1500/- as miscellaneous charges. Accordingly, prayer was made to decree the suit for an amount of Rs.6,48,013/- with pendente lite and future interest @ 13.80% per annum.

Findings

8. I have carefully perused the record and have considered the submissions made by the plaintiff.

9. In the light of unrebutted and unchallenged testimony of PW1 and the documents filed on record i.e., RBI circular with respect to merger of Banks, Ex.PW-1/1, Power of attorney Ex.PW-1/2, Loan application form Ex.PW-1/3(colly.), Loan sanction letter Ex.PW-1/4, Letter for deduction of EMI Ex.PW-1/5 (colly.), General Agreement Ex.PW-1/6 (colly), Acknowledgment of loan

amount Ex.PW-1/7(Colly.), Guarantee Agreement Ex.PW-1/8, Letter by defendant dated 21.12.2020 Ex.PW-1/9, Acknowledgment of debt & security dated 09.06.2023 Ex.PW-1/10, Loan account statement of defendant no.1 Ex.PW-1/12 (colly.) duly supported by certificate under Section 2A of Banker's Books of Evidence Act and certificate under Section 65B of Indian Evidence Act Ex.PW-1/14 and Ex.PW-1/15, this court is of the opinion that suit is required to be dismissed as it is barred by limitation.

10. Reason for the same is that period of limitation started from the date of last payment i.e., 10.04.2018, as per the Bank Loan account statement Ex.PW-1/12 (colly.). Since the 3 years limitation period was expiring on 10.04.2021 i.e., within the Covid 19 period, therefore, as per the judgment of the Hon'ble Supreme Court of India delivered in ***Suo Moto Writ Petition (Civil) No.3 of 2020***, the period from 15.03.2020 till 28.02.2022 is required to be excluded. After excluding the said period, if limitation is counted from 10.04.2018, then the suit should have been filed by 02.04.2023. However, the suit has been filed on 20.01.2025, which is beyond the period of limitation. Further, even on the basis of acknowledgment of debt by the defendant vide Ex.PW-1/10 on 09.06.2023, the period of limitation cannot be extended because as per Section 18 of Limitation Act, 1963, the acknowledgment of debt must be made in writing before the limitation period expires. In the present case, the

acknowledgment of debt made on 09.06.2023 was made after the expiry of the limitation period on 02.04.2023. Therefore, plaintiff cannot get any benefit of extension of limitation period on the basis of Ex.PW-1/10. Hence, the suit filed by the plaintiff on 20.01.2025 is beyond the limitation period and hence, is not maintainable.

11. Accordingly, the suit of plaintiff is dismissed. No order as to costs. Decree sheet be prepared accordingly.

12. After completion of formalities, file be consigned to record room.

VIKAS DHULL Digitally signed by VIKAS DHULL Date: 2025.06.03 15:48:42 +0530

Announced in the open court
Dated: 03.06.2025

(Vikas Dhull)
District Judge (Comm.)-02
South-West, Dwarka Courts
New Delhi