

CNR No:HRSO020008542023

CASE No:CS-660-2023

Rajender Vs. Charan Singh

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IN THE COURT OF ANKIT RANA, CIVIL JUDGE (JUNIOR DIVISION),
SONEPAT. (UID No.HR0719)

HRSO020008542023



Presented on : 05-05-2023
Registered on : 05-05-2023
Decided on : 28-07-2026
Duration : 3 years, 2 months, 23
days

IN THE COURT OF
Civil Judge (Junior Division), Sonipat
Presided Over by Sh. Ankit Rana

CS/660/2023

Rajender s/o Sh. Bhagwat R/o Village Aterna, Sub Tehsil Rai District,
Sonapat

.....Plaintiff

Versus

Charan Singh S/o Sh. Nain Singh R/o Village, Aterna, Near Chauhan
Chaupal Sub Tehsil Rai District Sonapat.

.....Defendant

**SUIT FOR RECOVERY OF Rs. 75,000/- ALONG WITH INTEREST @
18% P.A U/S 4 OF C.P.C**

Present: Sh. Ram Mehar Kaushik Advocate for plaintiff.
Defendant proceeded exparte VOD 04.09.2023.

JUDGMENT:

The plaintiff has filed the present suit for seeking a relief of
recovery of Rs 75,000/- along with interest @18% per annum under section
4 of the Code of Civil Procedure, 1908 (hereinafter “CPC”).

BRIEF FACTS

2. The brief facts of the plaint, in a nutshell, are that the defendant and

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one Samay Singh@Shyam Lal are cousin brothers of the plaintiff. It is stated that earlier there was a property dispute arose between defendant and Samay Singh@Shyam Lal, as per which the latter had to pay Rs2,75,000/- to the former. Being relatives each other, plaintiff had become mediator between the two brothers and to resolve the dispute, the plaintiff had transferred an amount of Rs75,000/- in the account of defendant on 12.07.2020 on the condition that the defendant would hand over disputed property to Samay Singh@Shyam Lal. However, defendant has reverted from his promise and did not transfer the property as decided. It is averred that pursuant to such denial by the defendant, when plaintiff had approached the defendant to return his money back to him as he has failed to transfer the property to Samay Singh@Shyam Lal, but to utter surprise of the plaintiff, defendant has refused to return the amount on each and every occasion. Constrained by the inactions of the defendant, plaintiff had to serve a legal notice upon the defendant on dated 25.03.2023 through his counsel by registered post and a 15 days window was granted to him for payment of the above said amount. However, the defendant didn't bother to give reply to that legal notice either. Thus, when all the genuine requests of the plaintiff fell upon deaf ears then the plaintiff is constrained to file the present suit against the defendant.

3. Notice was served upon the defendant, however he has failed to appear before the court and as a result he was proceeded ex-parte vide order dated 04.09.2023.

4. Since the matter was proceeded ex-parte, the stage of framing of issues has been dispensed with and the case was fixed for ex-parte plaintiff evidence.

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5. In order to prove its case, the plaintiff himself has appeared into the witness box as PW1 and tendered his duly sworn affidavit re-iterating the averments of the plaint, thus, same are not required to reproduce for the sake of brevity.

6. Thereafter, Arun Kumar DRK Clerk, Lower Court, Sonapat has appeared into witness box as PW2. During his examination-in-chief, PW2 has stated that he is a summoned witness and has acknowledged the original file, namely, Charan Singh v. Rajender, decided on 21/09/2022 by Court of Ms. Aparna Chaudhary Ld CJ(JD), Sonipat contains CIS No. 1008/2020. He identified and verified his signatures on Ex.P1 from Mark A to Mark E.

7. Learned Counsel on behalf of plaintiff moved an application for adducing additional evidence which was subsequently allowed by this Court vide order dated 08.07.2026. Pursuant to which, Madhur Chhabra, Sales officer, Axis Bank, Main Branch, Sonipat has appeared as PW3. In his testimony he stated that he was a summoned witness and has brought summoned records which are Ex.PW3/A to Ex.PW3/C. He further verified that as per records of bank, a cheque bearing number 180786 of amount ₹75,000/- was transferred on dated 12/07/2020 in the account of defendant i.e. Charan Singh through IMPS.

8. Apart from oral evidences, the plaintiff has produced following documentary evidences, namely:-

Ex.PW1/A : Sworn affidavit of PW-1 (Rajanee)

Mark A-1 : Allotment Letter by District Bar

Association, Sonipat

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Ex.P3	:	Postal receipt
Ex.PW3/A	:	Bank account statement of plaintiff
Ex.PW3/B	:	IMPS Details
Ex.PW3/C	:	Bank account statement of plaintiff from 01.07.2020 to 31.07.2020
Mark A	:	Complaint registered at CM
Window Mark B	:	Statement of Charan Singh
Mark C	:	Action Taken Report by CM Window dated 22.04.2021
Mark D	:	Copy of Legal notice sent by Charan Singh to Rajender Singh dated 19.08.2020
Mark E	:	Copy of Bank Statement of account belonging to Charan Singh

EXPARTE ARGUMENTS

9. During ex part arguments, the plaintiff has re-iterated the averments of the plaint, thus, same are not required to be reproduced for the sake of brevity.

ANALYSIS AND DISCUSSION

10. In the present case although the defendant has chosen not to contest the proceedings, however, it is a settled principle of law that an ex parte decree cannot be passed merely because the defendant has remained absent. The plaintiff is still required to establish his case by adducing cogent, reliable and convincing evidence. The burden of proof remains upon the plaintiff throughout, though in the absence of rebuttal, unrebutted and credible

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evidence ordinarily deserves due weight. The testimony of PW-1 has remained wholly uncontroverted. There is nothing on record to cast any doubt upon his deposition. The defendant, despite being afforded adequate opportunity, neither entered appearance nor challenged any part of the plaintiff's testimony. The most significant piece of evidence in the present case is the bank record proved by PW-3. Being an official from Axis Bank, PW-3 produced the original records maintained in the ordinary course of banking business. His testimony establishes beyond any doubt that an amount of ₹75,000/- was transferred on 12.07.2020 from the account of the plaintiff into the account of the defendant. The authenticity of these documents remains unquestioned.

11. The documentary evidence thus conclusively proves the receipt of ₹75,000/- by the defendant. Once the plaintiff established transfer of money into the defendant's account and deposed regarding the circumstances under which such payment was made, the evidentiary burden shifted upon the defendant to explain the nature of the payment or establish any lawful entitlement to retain the said amount. However, the defendant chose not to contest the proceedings and consequently failed to discharge such burden. The judgment proved as Ex.P1 and the documents marked A to E lend support to the plaintiff's version regarding the existence of a property dispute between the defendant and Samay Singh @ Shyam Lal. Though these documents may not independently establish the plaintiff's entire claim, they corroborate the surrounding circumstances under which the payment came to be made. The legal notice dated 25.03.2023 (Ex.P2) coupled with the postal receipt (Ex.P3)

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further establishes that before approaching the Court, the plaintiff demanded refund of the amount. The defendant neither replied to the notice nor disputed the allegations contained therein. While mere non-reply to a legal notice is not conclusive proof of liability, it constitutes a relevant circumstance permitting the Court to draw an adverse inference against the defendant, particularly when no explanation whatsoever has been furnished.

12. In civil proceedings, the standard of proof is that of preponderance of probabilities. The plaintiff has successfully demonstrated through unimpeached oral testimony and reliable documentary evidence that he transferred ₹75,000/- to the defendant, that the payment was made in connection with the settlement of the property dispute, that the settlement was not honoured by the defendant, and that despite repeated demands and issuance of legal notice, the defendant failed to refund the amount. There is no material to show that the defendant had any independent legal entitlement to retain the said amount. In the absence of any rebuttal whatsoever, the plaintiff's version inspires confidence and deserves acceptance. Accordingly, this Court holds that the plaintiff has successfully proved his entitlement to recover a sum of ₹75,000/- from the defendant.

13. The plaintiff has claimed interest at the rate of 18% per annum. However, no agreement, contract, or other documentary evidence has been produced to establish that the parties had agreed upon payment of interest at the aforesaid rate. In the absence of any contractual stipulation, the claim for interest at the rate of 18% per annum appears to be excessive. Under Section 34 of the Code of Civil Procedure, 1908, this Court possesses the discretion to

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award reasonable pendente lite and future interest. Considering the facts and circumstances of the present case, the nature of the transaction, and the prevailing banking rates, interest at the rate of 6% per annum would adequately meet the ends of justice.

14. In view of the foregoing discussion, this Court is satisfied that the plaintiff has proved his case on the basis of preponderance of probabilities.

Accordingly, the suit is decreed in favour of the plaintiff and against the defendant for recovery of a sum of ₹75,000/- (Rupees Seventy-Five Thousand only).The plaintiff shall further be entitled to simple interest at the rate of 6% per annum on the decretal amount from the date of institution of the suit till its realization under Section 34 of the Code of Civil Procedure, 1908. The plaintiff shall also be entitled to the costs of the suit.

15. Decree sheet be prepared accordingly.

16. File be consigned to the Record Room.

Pronounced in open court.
18.05.2026.

(Ankit Rana)
Civil Judge (Junior Division),
Sonapat.
(UID No.HR0719)

Note: It is certified that this judgment contains seven pages and each page has been signed by me.

Pronounced in open court.
28.07.2026.

(Ankit Rana)
Civil Judge (Junior Division),
Sonapat.
(UID No.HR0719)

Sagar, Stenographer G III