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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ RFA 711/2025

M/S PRESIDIUM EDU INFRA (P) LTDAppellant

Through: Mr. Sanjeet Singh, Advocate.

versus

ANIL JAIN

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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06.08.2025

CM APPL. 47893/2025

Exemption granted, subject to just exceptions.

Let requisite compliances be made within 01 week.

The application stands disposed-of.

CM APPL. 47894/2025

By way of the present application filed under section 5 of the Limitation Act, 1963 read with section 151 of the Code of Civil Procedure 1908 ('CPC'), the appellant seeks condonation of about 04 days delay in *re-filing* the regular first appeal.

2. For the reasons stated in the application, which is duly supported by affidavit, the delay in *re-filing* is condoned.
3. The application is allowed and disposed-of.

RFA 711/2025 & CM APPL. 47892/2025 (stay)

4. By way of the present regular first appeal filed under section 96 read with Order XLI of the CPC, the appellant impugns judgment and decree dated 21.03.2025 passed by the learned District Judge-06,



West District, Tis Hazari Courts, Delhi, in suit bearing CS No.1007/2022.

5. Mr. Sanjeet Singh, learned counsel appearing for the appellant submits, that as would be seen from a perusal of the plaint, the claim in the suit was for a sum of Rs.7.15 lacs, founded on a cheque for Rs.5 lacs issued by the appellant to the respondent in connection with a certain business transaction, as described in the plaint.
6. Learned counsel submits however, that admittedly the cheque in question was *never presented* for payment and was made the basis of the suit after the cheque had turned stale.
7. Mr. Singh relies-upon a judgment by a Co-ordinate Bench of this court in ***BPDL Investments (Pvt) Ltd. vs. Maple Leaf Trading International (P) Ltd.***¹, to submit, that it has been consistently held by various Benches of this court that a suit under Order XXXVII CPC cannot be maintained on the basis of a stale cheque. Besides, it is submitted that even if the cheque is to be taken as a written contract within the meaning of Order XXXVII CPC, there was no agreement comprised in the cheque as to any interest being payable on the cheque amount.
8. Issue notice.
9. Upon the appellant taking steps, let notice be sent to the respondent by all permissible modes, returnable for the next date.

¹ 129 (2006)DLT94



10. Let the notice indicate that reply to CM APPL. No. 47892/2025 be filed within 06 weeks of service; rejoinder thereto, if any, be filed within 04 weeks thereafter; with copy to the opposing counsel.
11. No reply is required in the appeal.
12. Let trial court record be requisitioned in electronic form; and copy of TCR be supplied to counsel on request.
13. Re-notify on 03rd November 2025 before the learned Joint-Registrar for completion of service; and completion of pleadings in CM APPL. No.47892/2025.
14. List before court thereafter.
15. On a *prima-facie* view of the matter, and based on the judicial precedent cited and the submissions made, the effect and operation of the impugned judgment and decree dated 21.03.2025 shall remain *stayed*, till the next date of hearing before this court, *without* requiring the appellant to deposit the decretal amount *at this stage*.

ANUP JAIRAM BHAMBHANI, J

AUGUST 6, 2025

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