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

+ **RFA(COMM) 456/2025& CM APPL. 47905/2025**

JINDAL SPECIALITY TEXTILES LTD.APPELLANT

Through: Mr. Sahil A. Garg Narwana, Mr.
Dipesh Singhal, Mr. Honey G. and
Mr. Kapil Gaba, Advs.

versus

SAR GLOBAL PVT. LTD.RESPONDENT

Through: Mr. Parvesh Bansal and Mr. Rahul
Bansal, advocates. through VC.

CORAM:

HON'BLE MR. JUSTICE NITIN WASUDEO SAMBRE

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

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06.08.2025

CM APPL. 47904/2025(Exemption)

1. Exemption allowed, subject to all just exceptions.
2. The application stands disposed of.

CM APPL. 47902/2025 (Delay Of 65 Days In Filing)

1. Issue notice of the present application to the respondent. *Mr. Parvesh Bansal*, learned counsel appearing on behalf of respondent, accepts notice.
2. Reply, if any, be filed before the next date of hearing with copy to the opposite counsel.

CM APPL.47903/2025 (stay)

1. Issue notice of the present application to respondent. *Mr. Parvesh Bansal*, learned counsel appearing on behalf of respondent, accepts the



notice.

2. Reply, if any, be filed before the next date of hearing with copy to the opposite counsel.

RFA(COMM) 456/2025

1. The counsel for appellant/Judgment Debtor has canvassed these issues to attack the judgment and decree whereby the decree for payment of amount is ordered:

a) That an admission given in the legal notice by plaintiff cannot be explained by his lawyer, and the Trial Court has committed an error in accepting the explanation tendered by the lawyer. To substantiate the said contention, counsel for appellant/Judgment Debtor has relied on the judgment of the Apex Court in the matter of **Narayan Bhagwantrao Gosavi Balajiwale v Gopal Vinayak Gosavi** 1959 SCC OnLine SC 54. The contention is that once an admission is given by a party, such admission can be explained by the party by adducing evidence to that effect and not by accepting the statement of the lawyer which was canvassed during the course of the argument.

b) The other contention of counsel for appellant is that, even if, for the sake of argument, it is admitted that the invoices were raised and served on defendant, still it cannot be inferred that condition of payment of *interest @ 18%p.a.* was accepted by the Judgment Debtor as there is no acknowledgement to that effect. Counsel for appellant has relied upon judgment of this Court in **Taipack Ltd. v. Ram KishoreNagar Mal** 2007:DHC:573 decided on 23rd May 2007 particularly *paragraph 18 & 19*, which are extracted as under for ease of reference:



“18. What is the legal effect of the aforesaid conduct of the respondent? In my view, when the respondent supplied the goods in compliance of the Purchase Order, it accepted the terms and conditions stipulated therein. The mere printing of condition No. 4 on the reverse of the invoice was, at the highest, an offer made by the respondent to the petitioner. Unless the said offer was accepted by the petitioner, it could not result in a binding and enforceable contract. The inclusion of terms and conditions at the back of the invoice, unilaterally issued by the respondent while affecting delivery of the goods in terms of the petitioner's purchase order, would not bind the petitioner.The purchase order itself made it clear that the petitioner did not intend to refer its disputes to arbitration in respect of the resulting transaction arising out of the said purchase order. Arbitration was clearly contra indicated when the petitioner's purchase order itself stated that “any dispute arising out of this contract shall be subject to the jurisdiction of Courts in Delhi” The respondent was well aware that the petitioner had shunned arbitration, yet the respondent acted in furtherance of the said purchase order by affecting supplies.

19. On the other hand, there were hardly any further steps required to be taken by the petitioner when the respondent affected supplies and sent its invoice. The supplies having been affected, there was no other step required to be taken by the petitioner, by which it could be inferred that the petitioner consented to the conditions contained on the reverse of the respondent's invoice. The making of the payment by the petitioner for the supplies affected by the respondent cannot be considered to be a step taken by the petitioner to indicate its acceptance of the conditions mentioned by the respondents on the reverse of the invoice. This is so, because the petitioner was, in any case, obliged to make payments for the supplies received by it in accordance with its purchase order.”

(emphasis added)



2. In this background, issue notice to respondent, returnable in three weeks. *Mr. Parvesh Bansal*, appearing on behalf of respondent/Decree Holder accepts notice.
3. List on 10th October 2025.
4. Order be uploaded on the website of this Court.

NITIN WASUDEO SAMBRE, J

ANISH DAYAL, J

AUGUST 6, 2025/sky/bp