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

+ **CS(COMM) 29/2025**

SHRIHARI TRADEX PVT. LTD.Plaintiff

Through: Mr. Shashank Sharma and
Mr. Rajeeve Agarwal, Advocates

versus

MR. ABRAR PANSARI, SOLE PROPRIETORDefendant

Through: Mr. Darshan Paliwal, Mrs. Neeraj
Paliwal, Advocates

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

ORDER
15.01.2025

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I.A. 811/2025 (for exemption)

1. Exemption is granted, subject to all just exceptions.
2. Applicant shall file legible, clear, and original copies of the documents on which the applicant may seek to place reliance before the next date of hearing, whichever is earlier.
3. Accordingly, the present application is disposed of.

I.A. 812/2025 (for filing additional documents)

1. By this application, plaintiff seeks leave to file any additional documents, if needed, that may be necessary for adjudication of the suit, within 30 days.
2. Since the suit is at nascent stage, the application is allowed and is disposed of, subject to compliance with applicable rules and practice directions.



I.A. 813/2025 (for filing suit without caveat report)

1. This application has been filed seeking permission to file the suit without obtaining a caveat report.
2. For the reasons stated in the application, the same is allowed.
3. Application stands disposed of.

I.A. 814/2025 (for condonation of delay)

1. For the reasons stated in the application, the delay of 10 days' in re-filing the plaint after removal of objections, stands condoned.
2. Application stands disposed of.

CS(COMM) 29/2025

1. This suit has been filed seeking decree for recovery of Rs. 7,23,99,996/- (Rupees Seven Crore Twenty-Three Lakh Ninety-Nine Thousand Nine Hundred and Ninety-Six only) along with *pendente lite* and future interest against the defendant.
2. Factual background of the case is that in 2020, plaintiff needed financial assistance and approached the defendant who assured to facilitate the financial assistance on collateral security against assets of plaintiff. A Memorandum of Understanding ("**MOU**") was entered into 29th December 2020, defining the terms and conditions.
3. An advance mobilization fee of about Rs. 1,49,99,999 crores (Rupees One Crore Forty Nine Lakhs Ninety Nine Thousand Nine Hundred & Ninety Nine Only) was paid on 30th December 2020.
4. Pursuant to an addendum to the MOU executed on 19th January 2021, an additional mobilization fee of Rs.52,49,999/- (Rupees Fifty-Two Lakhs Forty-Nine Thousand Nine Hundred & Ninety Nine Only) was paid.



However, the defendant failed to procure the required loan disbursal, as agreed.

5. Plaintiff demanded a refund of the mobilization advances, pursuant to which two post-dated cheques were issued by the defendant, and an amount of Rs.30,00,000 (Rupees Thirty Lakh) was received in September 2021.

6. By its letter dated 3rd December 2021, defendant acknowledged its liability to refund a sum of Rs.4,52,49,998 (Rupees Four Crores Fifty-Two Lakhs Forty Nine Thousand Nine Hundred & Ninety Eight) to the plaintiff and issued two fresh post-dated cheques. The cheques, upon presentation, were dishonoured. Proceedings under Section 138 of the Negotiable Instruments Act, 1881 have been commenced against the defendant.

7. Plaintiff has taken steps under Section 12A of the Commercial Courts Act, 2015, before the Delhi High Court Legal Services Committee (DHCLSC). However, defendant failed to appear and thus the pre-litigation mediation proceedings were closed as “*non-starter*” by report dated 03rd May 2024. Hence, the present suit.

8. Let the plaint be registered as a suit.

9. Issue summons. Mr. Darshan Paliwal, Advocate, accepts summons on behalf of defendant and confirms the receipt of the suit paperbook and waives the right of formal service of summons.

10. Written statement shall be filed within thirty days commencing from today. Along with the written statement, the Defendant shall also file affidavit of admission/denial of the documents of the Plaintiff, without which the written statement shall not be taken on record.

11. Liberty is given to the Plaintiff to file replication within thirty days of the receipt of the written statement. Along with the replication, if any, filed by the Plaintiff, affidavit of admission/denial of documents of the



Defendant, be filed by the Plaintiff, without which the replication shall not be taken on record. If any of the parties wish to seek inspection of any documents, the same shall be sought and given within the timelines.

12. List before the Joint Registrar for marking of exhibits on 28th February 2025. It is made clear that any party unjustifiably denying documents would be liable to be burdened with costs.

13. List before Court for framing of issues thereafter on 15th May 2025.

14. Order be uploaded on the website of this Court.

ANISH DAYAL, J

JANUARY 15, 2025/sm/tk