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

+ RFA(COMM) 724/2025 & CM APPL. 82170/2025, CM APPL. 82171/2025

M/S AKANSHA ARCHITECTAppellant

Through: Ms. Jyoti Taygi, Adv.

versus

STATE BANK OF INDIA AND ORS

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE NITIN WASUDEO SAMBRE

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

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24.12.2025

1. Upon Court's query, counsel for appellant asserts that from *paragraph 4* of the written statement, once the payment of part payment of *Rs.4 lakhs* is accepted by respondent-defendant, an inference can be drawn of existence of a concluded contract between the parties and same would have prevailed upon the Commercial Court to proceed ahead with the adjudication based on presumption that there existed a contract between the parties.
2. On steps being taken by appellant, notice be issued to respondents through all permissible modes, returnable on 25th March 2026.
3. Order be uploaded on the website of this Court.

NITIN WASUDEO SAMBRE, J

ANISH DAYAL, J

DECEMBER 24, 2025/sm/bp