



2026:DHC:7298



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

% **Reserved on: 18th August, 2026**
Pronounced on: 31st August, 2026

CNR No. DLHC010383562026

+ **RSA 148/2026, CM APPL. 55213/2026, CM APPL. 55215/2026**

1. **NEERAJ KUAMR TIWARI**
S/o Late Naveen Kumar Tiwari Appellant No.1
2. **PUSHPLATA TIWARI**
W/o Sh. Naveen Kumar Tiwari

Both present at:
Flat No. A-602, 6th Floor, Block-A,
High End Paradise, Raj Nagar Extension,
Ghaziabad, Uttar Pradesh-201017. Appellant No.2
Through: Mr. Pinku Singh, Advocate.

versus

SMT. SURMA SASHTRI
W/o Sh. Inder Mani Shastri
R/o B-15, Arjun Park,
Nangli Sakrawati, Delhi-110043 Respondent
Through:

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. **Regular Second Appeal** U/S. 100 CPC, 1908 r/w Section.151 CPC has been preferred by the *Appellants/ Defendants*, against the impugned judgment dated 06.04.2026 whereby the First Appeal was dismissed and the judgment dated 18.11.2023 of the Ld. Trial Court *decreeing the Suit*



2026:DHC:7298



No.1644/18 for recovery of RS. 2,60,000/-with interest @ 6% p.a., was upheld.

2. **The facts in brief**, as narrated in the Complaint, were that the **Plaintiff, Smt. Surma Sashtri** and **Late Sh. Naveen Kumar Tiwari** (Father and husband of Defendant No. 1 and 2 respectively) were residents of the same locality, **Arjun Park, Najafgarh, New Delhi** and shared friendly relations, for about **seven to eight years**.

3. **Late Sh. Naveen Kumar Tiwari** approached the Plaintiff on various occasions seeking a friendly loan for emergent needs, including **the renovation of his house, medical treatment of Defendant No. 2**, and **some financial requirements** of Defendant No. 1.

4. The Plaintiff, on humanitarian grounds and relying on his assurance to return the loan amounts, advanced a **friendly loan totaling Rs. 2,60,000/-** to Late Sh. Naveen Kumar Tiwari, on different dates. She gave Rs. 60,000/- in cash on 29.09.2014, Rs. 1,00,000/- vide **cheque bearing no.904834** on 19.12.2014, and Rs. 1,00,000/- vide **cheque bearing no. 012134**, on 01.05.2017.

5. In acknowledgment of the friendly loan, a **Promissory Note-cum-Receipt** was executed between the Plaintiff, Smt. Surma Sashtri and Late Sh. Naveen Kumar Tiwari on **01.05.2017**, in the presence of witnesses. The repayment of the amount was assured on or before 31.07.2018, by late Sh. Naveen Kumar Tiwari.

6. When a demand was made by the Plaintiff in the last week of June 2018, he issued two **Cheques bearing Nos. 649586 and 443374**, both dated **10.07.2018**, for a sum of Rs. 50,000/- each towards part-payment, and requested the Plaintiff to present them for encashment in the **second week of**



August, 2018. However, upon presentation, the two cheques were returned dishonored, *vide Return Memos dated 16.08.2018* with the remarks "**Funds Insufficient**" and "**Instrument Discontinued.**"

7. The Plaintiff attempted to contact Late Sh. Naveen Kumar Tiwari to inform him about the dishonor of the cheques, but she discovered that **he had passed away on 01.08.2018.**

8. Consequently, the Plaintiff approached the Defendants, being the legal heirs entitled to the benefits of the deceased's estate, demanding the repayment of the outstanding loan amount. The Defendants however, *failed to repay the loan, despite repeated demands.* A **Legal Notice dated 15.09.20218** was issued through speed post, calling upon the Defendants to clear the outstanding dues, though to no avail.

9. **The Plaintiff therefore, filed the Suit for recovery of Rs. 2,60,000/- along with interest @18%p.a. till realization.**

10. **The Defendants in their Written Statement,** took the *preliminary objections* that the suit *did not disclose a cause of action* and was not maintainable. The Plaintiff had instituted a *frivolous suit with the mala fide intention*, to extort money and has attempted to tarnish his professional reputation, by serving him at this workplace.

11. It was asserted that legal heirs *cannot be held personally liable for the acts of the deceased*, as any such liability is strictly restricted to the extent of the inherited estate and that **they have not inherited any property or assets** from Late Sh. Naveen Kumar Tiwari.

12. **On merits,** the Defendants vehemently denied the alleged financial transactions. It was contended that Defendant No. 1, **being the sole earner**, adequately maintained the family, and the deceased never required financial



assistance for medical treatment or house renovation, as ***no such renovation had been carried out, in the preceding ten years.*** Furthermore, Defendant No. 1, despite residing with the deceased, was completely unaware of any such loan and urged that he ought to have been made a co-borrower, if the transaction were genuine.

13. The Defendants stated ***material inconsistencies*** in the alleged repayment timeline, since though the deceased purportedly promised to repay the loan within ***three to four months***, but the cheques were dated approximately ***three years later***. Further, there was no rationale behind issuing fresh cheques in July, 2018, when the ***Plaintiff supposedly had an earlier cheque covering the transaction.***

14. The Defendants raised serious doubts ***regarding the authenticity*** of the Promissory Notes, asserting that the Plaintiff's conduct was ***highly suspicious***, as these instruments were presented for encashment only after the demise of Late Sh. Naveen Kumar Tiwari.

15. *Accordingly, the Defendants prayed for the dismissal of the Suit with heavy costs.*

16. The Plaintiff filed a ***Replication***, wherein the assertions made in the Written Statement were denied and the averments made in the Plaint, were reiterated and reaffirmed.

17. On completion of pleadings, the learned Trial Court framed the following issues, ***vide Order dated 02.05.2020***

- (i) *Whether the plaintiff had advanced the friendly loan of Rs. 2,60,000/- to Sh. Naveen Kumar Tiwari, the predecessor in interest of the defendant? OPP.*



- (ii) *Whether the impugned promissory note dated 01.05.2017 was validly executed between the plaintiff and Sh. Naveen Kumar Tiwari? OPP.*
- (iii) *Whether the impugned promissory note dated 01.05.2017 is a forged and fabricated document? OPD.*
- (iv) *Whether the impugned cheques dated 10.07.2018 were issued by Naveen Kumar Tiwari in discharge of his liability? OPP.*
- (v) *Whether the defendants are liable to discharge debt of Sh. Naveen Kumar Tiwari, having inherited the estate of the said Sh. Naveen Kumar Tiwari? OPP.*
- (vi) *Whether the plaintiff is entitled for a decree as prayed for? OPP.*
- (vii) *Whether the plaintiff is entitled for the cost of the suit as prayed for? OPP.*
- (viii) *Relief.*

18. The **Plaintiff examined herself as PW-1 Smt. Surma Shastri, and deposed on similar lines as her case stated in the Plaint.** She proved the promissory note cum receipt dated 01.05.2017 as Ex.PW-1/1, cheques bearing No. 443374 and No. 649586 as Ex.PW-1/2 and Ex.PW-1/4, the corresponding return memos dated 10.07.2018 as Ex.PW-1/3 and Ex.PW-1/5, the office copy of the legal notice dated 15.09.2018 as Ex. P-1 (colly), speed post receipts as Ex.PW-1/7 to Ex.PW-1/10, the tracking report as Ex.PW-1/11, and her bank statement as Ex.PW-1/12.

19. **PW-2, Sh. Fateh Bahadur Mishra, and PW-3 Sh. Om Parkash** tendered their evidence by way of affidavits, and confirmed the execution of



Promissory Note cum Receipt dated 01.05.2017 Ex.PW-1/1 by Late Sh. Naveen Kumar Tiwari in their presence, being the attesting witnesses.

20. The **DW-1 Sh. Neeraj Kumar** Tiwari, defendant No.1 and tendered his evidence by way of affidavit Ex.DW-1/A, reiterating the contents of the written statement, and subsequently brought on record the bank account statement of his wife as Ex.DW-1/1.

21. **DW-2 Smt. Pushplata Tiwari** tendered her evidence by way of affidavit as Ex.DW-2/A, and supported the testimony of DW-1.

22. The **Ld. Civil Judge** held that the Plaintiff **proved** the advancement of Rs. 2,60,000/- as friendly loan through her consistent testimony, bank statements reflecting direct cheque transfers, and proof of cash withdrawal. It **upheld the validity** of the *promissory note cum receipt, Ex.PW-1/1*, emphasizing that the testimony of the attesting witnesses, PW-2 and PW-3, remained completely unshaken during cross-examination. Further, the two cheques of Rs. 50,000/- each, Ex.PW-1/2 and Ex.PW-1/4, bore the valid signatures of the deceased. It was observed that the Defendants led no evidence, sought no forensic signature verification, and initiated no criminal proceedings to substantiate their bare claims of forgery.

23. It was held that the evidence of the plaintiff, duly supported with the documents, established the case of the Plaintiff and **decreed the Suit for Rs. 2,60,000/- along with future interest and costs of the suit, vide Judgement dated 28.04.2014.**

24. *Aggrieved by the said Judgment and Decree dated 28.04.2014, the Defendant preferred a Regular Civil Appeal being RCA No. 20253/2016, before the learned First Appellate Court.*



25. The **grounds of challenge** in the said First Appeal were that the Trial Court gravely erred in relying upon the testimony of **PW-2 Fateh Bahadur Mishra**, who explicitly admitted during cross-examination, that the transaction did not take place in his presence and that he was unaware of any securities tendered, while arbitrarily discarding the version of the Appellants.

26. Further, the testimony of **PW-3 Om Prakash** was inherently **contradictory and unreliable**, as he made self-serving statements regarding a single transaction, a Written Settlement, and a composite cheque amount of Rs. 2,60,000/-.

27. The Plaintiff failed to examine independent bank witnesses, to legally prove her account statements, rendering them inadmissible. It was claimed that the Promissory Note was a fabricated document. The Trial Court also failed to appreciate whether multiple loan transactions could be clubbed together, especially when a part of the claim was barred by law.

28. Lastly, that **DW-2 Pushplata Tiwari** had categorically denied any acquaintance or friendly relations with the Plaintiff or the deceased, as well as disowned the exhibits.

29. The **learned First Appellate Court**, upon re-appreciation of the record, **rejected the pleas** regarding the unreliability of witness testimonies and the alleged fabrication of *the Promissory Note-cum-Receipt Ex. PW-1/1*. It was held that the core execution of the document and the signature of the deceased borrower, *stood duly corroborated by the testimony of the witnesses*.

30. It was further observed that the friendly loans advanced on different dates, had validly merged into the composite **Promissory Note executed on**



2026:DHC:7298



01.05.2017, thereby by virtue of **Section 18 Limitation Act, 1963**, the period of limitation was extended and the recovery Suit was well within the Limitation period.

31. *The learned First Appellate Court accordingly, upheld the judgement of Ld. Civil Judge, vide Judgment dated 06.04.2026.*

32. Aggrieved thereby, *the Defendants have preferred the present Regular Second Appeal.*

33. The *principal grounds of challenge* are that the learned First Appellate Court *erred in law and fact*, by fastening personal liability upon the Appellants as legal representatives as under **Section 50 of the Code of Civil Procedure, 1908**, without any pleadings, proof, or findings regarding the inheritance of any estate, property, or assets from the deceased borrower.

34. It is contended that it *has not been appreciated that the burden of proving that the legal representatives inherited the estate of the deceased debtor, lies squarely upon the plaintiff*, and that the failure to discharge such foundational burden, *vitiates the Impugned Judgments and Decrees.*

35. It is further contended that the Courts below committed grave perversity by basing *a money decree on contradictory, unreliable, and hearsay evidence*, ignoring that PW-2 explicitly admitted that the alleged transaction did not take place in his presence, and that the testimony of PW-3 suffered from *irreconcilable contradictions regarding the settlement and cheque payments.*

36. Furthermore, it is contended that the *Promissory Note has not been proved in accordance with law* and that the *period of limitation* has been incorrectly computed. It is further urged that *no bank official was examined to prove the Bank Statement* relied upon by the Plaintiff/Respondent.



37. On these grounds, the ***Impugned Judgment and Decree are stated to be liable to be set aside.***

Submissions heard and the record perused.

38. The case of the Plaintiff/Respondent was that she had given loan to the deceased, **Mr. Naveen Kumar Tiwari**, in the sum of Rs.60,000/- in cash on 29.09.2014. Thereafter, she advanced a further sum of Rs.1,00,000/- by way of Cheque No.904834 dated 19.12.2014 and another sum of Rs.1,00,000/- by way of Cheque No.012134 dated 01.05.2017. To corroborate his testimony, he produced his Bank Statement, Ex.PW-1/12, which reflected the two payments of Rs.1,00,000/- each made by cheque and also the withdrawal of Rs.60,000/- on 29.09.2014, corresponding with the Plaintiff's version of the cash advance.

39. **DW-2, Smt. Pushplata Tiwari w/o deceased, Sh. Naveen Kumar Tiwari**, had stated in her evidence Affidavit, Ex.DW-2 that her husband and Plaintiff, **were well known to each other**. The learned Civil Judge rightly observed that not only was the deceased, Mr. Naveen Kumar Tiwari known to the Plaintiff **but that it was a friendly loan** and same is confirmed from the **Promissory Note dated 01.05.2017, Ex.PW-1/1**, wherein there is no stipulation in respect of the interest, thereby, further corroborating that **the loans given to Late Sh. Naveen Kumar Tiwari, were the friendly loans, on account of being known to each other.**

40. The total loan of Rs.2,60,000/-, which was given on different dates, was acknowledged by Late Sh. Naveen Kumar Tiwari in the Promissory Note, Ex.PW-1/1 wherein the details of the three loan amounts are specifically mentioned. The loans may have been taken **on different dates in**



2014 and 2017, but the **consolidated acknowledgment** of the total loan **has been recorded** in the Promissory note, Ex.PW-1/1.

41. By virtue of **Section 18 of the Limitation Act, 1963**, the **Promissory Note** was the acknowledgment in writing of a loan taken on the earlier date, which extended the limitation period and **became reckonable from the date of execution of the Promissory Note on 01.05.2017**.

42. There was some emphasis laid on the testimony of **PW-2, Sh. Fateh Bahadur Mishra**, who was an attesting witness to **Ex.PW-1/1**. He, in his evidence by way of Affidavit is **Ex.PW-2/A** admitted that **he was not a witness to the earlier occasions** when the loan had been taken by Late Sh. Naveen Kumar Tiwari, in the year 2014. **This is a fact which is correct, as it was never the case of the Plaintiff that the loans on the earlier occasions, had been given in the presence of the witnesses**. Therefore, the admission by PW-2 about not being a witness to the earlier transactions, was **infact, factually correct and reflected the truthfulness of the testimony of PW-2**.

43. The authenticity of the Promissory Note, Ex.PW-1/1 was not only corroborated by the Bank Statement Ex.PW-1/12 of the Plaintiff, but also by the testimony of PW-2, the attesting witness.

44. DW-2, Smt. Pushplata Tiwari, **also did not deny the signatures** on the Promissory Note as that of Sh. Naveen Kumar Tiwari, her husband. She in her cross-examination stated that **she cannot say whether the Promissory Note, Ex.PW-1/1 and the two cheques Ex.PW-1/2 and Ex.PW-1/4 bear the signatures of her husband**.

45. It is also pertinent to refer to the testimony of DW-1, Mr. Neeraj Kumar Tiwari s/o Late Sh. Naveen Kumar Tiwari, who deposed in his cross-



examination that **he is a Post Graduate and is doing job in Gurgaon** and admitted that he has been away from his parents **since 2013** and has been working in different cities like **Mumbai and Ahmadabad** and has not resided with **his father at the Najafgarh address since 2013**.

46. The **most significant admission** made by him was that his father did not have any independent income and the Defendant No.1 had been taking care of all the needs and requirements till 2013, when he was staying with them. He further clarified that his father had **some rental income, which according to his guess, was about Rs.4,000/- to Rs.5,000/- per month, which** further corroborates the necessity of his father to take loan from the Plaintiff, on the three occasions, which is fully documented in the Promissory Note, Ex.PW-1/1.

47. Not only this, the loan is further corroborated by the **two cheques dated 10.07.2018 for Rs.50,000/- each, Ex.PW-1/2 and Ex.PW-1/4**, given by **Sh. Naveen Kumar Tiwari** towards the loan amount. One cheque got rejected on account of **"Instrument Discontinued"**, while the second cheque was dishonored on account of **"Funds Insufficient."**

48. The perusal of the two cheques, show that **they have been issued from different booklets**, which explains the reason why the two cheques have been dishonored for different reasons. Again, there **is no evidence whatsoever on behalf of the Defendants** either to **dispute the signatures of Sh. Naveen Kumar Tiwari on the two cheques or to say that these two cheques had not been** issued by Late Sh. Naveen Kumar Tiwari.

49. Not only this, but a **Legal Notice dated 15.09.2018, Ex.P-1** was served upon the Defendants, which have been admitted by the Defendants. In the said Legal Notice, the entire detailsof transaction and of dishonor of



cheques had been given, but there was no Reply given by the Defendants. ***Had there been any falsehood in the claim of the Plaintiff, there was no reason for the Defendants, to have not refuted it, in the first instance.***

50. An issue had also been framed in regard to the liability of the ***Defendants being the legal heirs of Late Sh. Naveen Kumar Tiwari***, who had taken the loan from the Plaintiff. It was asserted by the Defendants/Appellants that though they are admittedly the son and wife of Late Sh. Naveen Kumar Tiwari, ***but since they have not inherited any estate, they are not liable for any liability of Late Sh. Naveen Kumar Tiwari.***

51. First and foremost, ***Smt. Pushplata Tiwari and Sh. Neeraj Kumar Tiwari, being the legal heirs of Late Sh. Naveen Kumar Tiwari***, were rightly impleaded as Defendants in the Suit for Recovery. The question ***whether any estate of the deceased had come into their hands, against which the decree could be satisfied***, essentially fell within the domain of execution.

52. However, both the courts have consistently observed that immediately after the demise of Late Sh. Naveen Kumar Tiwari, the Property bearing No. RZ, B-59, Arjun Park, Najafgarh, New Delhi, was sold by Smt. Pushplata Tiwari to her daughter-in-law (wife of the Defendant No. 1), who thereafter, had sold for about Rs.20-21 lakhs/-, as has emerged from the testimony of DW-1.

53. ***The defense taken was that the said property belonged to the mother and was not inherited from Sh. Naveen Kumar Tiwari.***

54. However, the learned Civil Judge has correctly noted that *no document had been produced to show that it was the mother and not Sh.*



*Naveen Kumar Tiwari, who was the owner of the Property. The fact that it got sold soon after the demise of Sh. Naveen Kumar Tiwari, further reflected that it was his property, which had been sold. This was further corroborated from the fact that **there was a huge gap in evidence in regard to the money for which, the Property was sold to the daughter-in-law, especially when she was not gainfully employed.***

55. The best way of proving that the Property did not belong to Sh. Naveen Kumar Tiwari, was to produce the copy of the Sale Deed executed by Smt. Pushplata in favour of her daughter-in-law; the very fact that these documents have been withheld clearly points out the *lis* to the only inference of the Property being in the name of the father.

56. In this context, it may also be noted that **DW-1 in his cross-examination**, himself had stated that his father had rental income of about Rs.4,000/- to Rs.5,000/- per month, **which again shows that the Defendants owned one Property, which got sold immediately after his demise.**

57. The **learned Civil Judge, as well as, the learned District Judge**, gave concurrent findings about the genuineness of the loan transaction and the execution of the **Promissory Note, dated 01.05.2017, Ex.PW-1/1.**

58. **No substantial question of law** has been raised. There is **no merit** in the Appeal, which is hereby **dismissed**. The pending Applications are disposed of accordingly.

**(NEENA BANSAL KRISHNA)
JUDGE**

AUGUST 31, 2026/RS