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

+ RFA 974/2018 and C.M. No.50468/2018(stay)

ONS MARITIME PVT LTD & ORS

..... Appellants

Through: Dr. Ashotosh, Advocate with Ms.
Fatima, Advocate (M.
No.9873554305).

versus

SAHIL MEHTA

..... Respondent

Through: Mr. Amarjit Sahni, Advocate(M.
No.9810047975).

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% **21.12.2018**

1. After arguments this appeal is disposed of in terms of the detailed order passed by this Court on 3.12.2018, and which order reads as under:-

“1. Counsel for the appellants only presses this appeal that as per the plaint loan was granted by the respondent/plaintiff to the appellant no.2/defendant no.2 and attention of this Court is invited to paras 2 and 3 of the plaint. It is argued that appellant nos.1 and 3 have not stood as guarantors and therefore appellant nos.1 and 3 cannot be held liable simply because there were cheques of the appellant no.1 company issued for repayment of the loan amount. It is argued that consideration to a contract need not flow between the parties to the contract and simply because someone else had paid consideration under the contract does not mean that person is liable

as a guarantor.

2. Accordingly while disposing of the appeal as not pressed on behalf of the appellant no.2, a limited notice in this appeal is issued for setting aside the impugned judgment and decree so far as the same decrees the suit of the respondent/plaintiff against the appellant nos.1 and 3/defendant nos.1 and 3. Notice be issued to the respondent, on filing of process fee, both in the ordinary method as well as by registered post AD, returnable on 21st December, 2018. Dasti.

3. Counsel for the appellants states that execution proceedings are going on wherein appellants have paid about 60% of the decretal amount and if that be so, the executing court will liberally consider the prayer made by the judgment debtors for grant of time for payment upto a period of around four months from today.”

2. Accordingly the impugned judgment and decree will stand, however, impugned judgment and decree will only stand against defendant no.2/appellant no.2/Mr. Lalit Gupta and there will be no judgment and decree against the appellant nos.1 and 3 and who are defendant nos.1 and 3 in the suit.

3. It is clarified that nothing stated in the order dated 3.12.2018 with respect to payment of decretal amount by the defendant no.2/appellant no.2 is final as to payment liability discharged inasmuch as counsel for the respondent/plaintiff states that in terms of the impugned judgment and decree only 50% of the decretal amount was paid. It is therefore further clarified that impugned judgment and decree can be executed as a whole as

against the defendant no.2/appellant no.2.

4. Appeal is accordingly disposed of in terms of the aforesaid observations.

VALMIKI J. MEHTA, J

DECEMBER 21, 2018

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