



\$~4

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

RFA 918/2023

SHIV KUMAR & ANR.

.....Appellants

Through: Ms. Aruna Mehta and Mr. Lakshay
Mehta, Advocates.

versus

TATA POWER DELHI DISTRIBUTION LIMITED & ANR.

.....Respondents

Through: Mr. Manish Srivastava, Mr. Moksh
Arora and Mr. Santosh Ramdurg,
Advocates.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

%

13.08.2025

CM APPL. 59516/2023 (condonation of 96 days' delay in re-filing)

By way of the present application filed under section 151 of the Code of Civil Procedure 1908 ('CPC'), the appellants seek condonation of about 96 days' delay in *re-filing* the regular first appeal.

2. For the reasons stated in the application, which is duly supported by affidavit, the delay is condoned.
3. The application is allowed and disposed-of.

CM APPL. 59514/2023 (condonation of delay in filing)

4. By way of the present application filed under section 5 of the Limitation Act 1963, the appellants seek condonation of about 68 days' delay in *filing* the regular first appeal.



5. For the reasons stated in the application, which is duly supported by affidavit, the delay is condoned.
6. The application is allowed.
7. The appeal is taken on Board.

RFA 918/2023

8. By way of the present regular first appeal filed under section 96 CPC, the appellants impugn judgment and decree dated 24.01.2023 passed by the learned Additional District Judge-02, North District, Rohini Courts, Delhi in CS(COMM) No.47/2020 to the *limited* extent that they be also granted *pendente-lite* interest.
9. Despite the fact that the present appeal has been pending since 17.11.2023, no formal notice has been issued thereon; however, Mr. Manish Srivastava, learned counsel has been appearing for respondent No. 1 in the matter from the first day.
10. Mr. Srivastava submits, that the learned trial court had decreed the suit in the following terms :

“In the light of my findings upon issue no. 1, the suit of the plaintiffs is decreed for the amount of Rs. 16,38,484/-. The defendant no. 1 company i.e. TPDDL shall pay the above said-amount of Rs. 16,38,484/- to the plaintiffs within a period of one month from the date of passing of this judgment failing which, the plaintiffs shall be entitled to interest @ 7% per annum for the delayed period. The suit of the plaintiffs against tile defendant no. 2 i.e. SHO PS Swaroop Nagar is hereby dismissed.”

11. It is submitted on behalf of respondent No. 1 that this appeal was filed on 30.06.2023, however by way of 02 separate cheques both dated 28.02.2023 for the sum of Rs.8,19,242/- *each*, respondent No.1 has paid to *each* of the appellants the said sum of money, in satisfaction



of the principal decretal amount; and that the said amount was received by the appellants in full and final settlement and satisfaction of the decree.

12. Mr. Srivastava draws attention to 02 receipts, in exactly the same terms, copies of which have been placed on record, which read as follows:

Appellant No.1/Mr. Shiv Kumar

“In compliance of the order passed by the Hon’ble Court of Sh. Raj Kumar, ADJ North, Rohini Courts in the case titled Shiv Kumar & Anr. Vs TATA Power-DDL & Anr, vide CS COMM 47/2020, I acknowledge the receipt of a cheque of Rs. 8,19,242/- (Rs. 8 Lakh Nineteen Thousand Two hundred Forty Two only) bearing no. 730073 drawn on HDFC Bank, Kasturba Gandhi Marg, New Delhi 110001 in my favour.

I confirm that my name is Shiv Kumar with Aadhar No.522767658728 and PAN No.DGQPK8655A, and photocopies of both the identity proofs are being submitted by me to confirm my identity.

I confirm that with the receipt of this cheque, no any dispute remains pending between me and TATA Power-DDL with respect to the above mentioned case”

(underscoring in original)

Appellant No.2/Ms. Sunita Devi

“In compliance of the order passed by the Hon’ble Court of Sh. Raj Kumar, ADJ North, Rohini Courts in the case titled Shiv Kumar & Anr. Vs TATA Power-DDL & Anr, vide CS COMM 47/2020, I acknowledge the receipt of a cheque of Rs. 8,19,242/- (Rs. 8 Lakh Nineteen Thousand Two hundred Forty Two only) bearing no. 730072 drawn on HDFC Bank, Kasturba Gandhi Marg, New Delhi 110001 in my favour.

I confirm that my name is Sunita Devi with Aadhar No. 918744310993 and PAN No.CACPD1173M and photocopies of both the identity proofs are being submitted by me to confirm my identity.



I confirm that with the receipt of this cheque, no any dispute remains pending between me and TATA Power-DDL with respect to the above mentioned case.”

(underscoring in original)

13. It is accordingly submitted, that by confirming in so many words that upon receipt of the cheques, “*no any dispute remains pending between me and TATA Power-DDL with respect to the above mentioned case*”, both appellants have confirmed receipt of the two cheques in full and final settlement and satisfaction of the decree.
14. Ms. Aruna Mehta, learned counsel appearing for the appellants however submits, that what was settled was only the dispute in relation to the decretal amount; and issuance of the said receipts did not imply that the appellants would not be entitled to challenge the judgment and decree dated 24.01.2023 to the extent that no *pendente-lite* interest has been awarded by the learned trial court.
15. Ms. Mehta argues, that it be noticed that the receipts were signed in Hindi though the text of the receipts is in English; and that therefore, the appellants did not understand the contents of what was said in the receipts.
16. Upon a conspectus of the foregoing, this court is of the view that the confirmation contained in the two receipts, which were admittedly signed by the appellants, was in relation to the dispute that appellants had with respondent No.1, with respect to which the suit had been filed. Furthermore, it is clear that what was being settled by receiving the amount indicated in the said receipts, was the *entire dispute*, which is why the receipts read:



“ I confirm that with the receipt of this cheque, no any dispute remains pending between me and TATA Power-DDL with respect to the above mentioned case.”

17. Also, this court finds no substance in the submission made by Ms. Mehta that the appellants did not understand what was stated in the receipts by reason of the fact that the receipts were drawn in English, since the *receipts are also signed by learned counsel for the appellants*, who had identified the appellants. Learned counsel was therefore under obligation to explain the contents of the receipts to her clients, which this court has no doubt, she would have done.
18. This court accordingly believes, that counsel had explained to the appellants the contents of the receipts; and the appellants signed the receipts after fully understanding the purport and purpose of the receipts.
19. In view thereof, this court finds no basis for entertaining the present appeal, since the entire decree stands satisfied, as evidenced by the aforesaid two receipts.
20. The appeal is accordingly dismissed at the stage of issuance of notice itself.
21. Pending applications, if any, stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

AUGUST 13, 2025

SS