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

\+ RSA 116/2025

PRADIP KUMAR SHUKLA .....Appellant

Through: Ms. Tanu Singhal, Advocate alongwith appellant.

versus

BADRI NATH BAJPAI .....Respondent

Through:

CORAM:
HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

O R D E R

% 07.08.2025

CM APPL. 48299/2025 (exemption)

Exemption granted, subject to just exceptions.

The application stands disposed-of.

RSA 116/2025 & CM APPL. 48298/2025 (stay)

By way of the present regular second appeal filed under section 100 and Order XLII read with section 151 of the Code of Civil Procedure 1908, the appellant impugns judgment dated 08.04.2025 passed by the learned District Judge-02, West District, Tis Hazari Courts, Delhi in RCA No. DJ 46/2024, whereby the learned First Appellate Court has upheld judgment dated 15.03.2024 passed by the learned trial court in Suit bearing No.1257/2015.

2. By way of judgment dated 15.03.2024, the learned trial court had decreed the suit of the respondent (plaintiff in the suit) for an amount of Rs.2,00,000/- alongwith interest @ 7% per annum *pendente-lite* from the date of filing of suit and future interest @ 4% per annum till realisation of the amount.

3. At the outset, it is noticed that no proposed questions of law have been set-out in the Memo of Appeal.

4. Be that as it may, the court has heard Ms. Tanu Singhal, learned counsel appearing for the appellant on the questions of law that the appellant proposes to raise in the present second appeal.

5. Ms. Singhal has drawn attention to grounds Nos. XIII, XIV and XV set-out in the regular second appeal, which read as under :

> "*XIII. Because the Ld. Trial court and the first appellate Court failed to appreciate that the respondent has relied upon the promissory notes, which are not even properly signed or notarized by the witnesses. The case of the appellant to have handed over the said notes and cheque in question under duress, is confirmed by the respondent which such contradictions.* ***The Hon'ble Apex Court in the case of DATTATREYA supra has observed at paragraph 30*** *as follows:- "30. Moreover, affirming the findings of the Trial Court, the High Court observed that while the signature of the Respondent on the cheque drawn by him as well as on the agreement between the parties herein stands admitted, in case where the concern of financial capacity of the creditor is raised on behalf of an accused, the same is to be discharged by the complainant through leading of cogent evidence.*
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> "*XIV. Because the Ld. Trial court and the first appellate Court failed to appreciate that the respondent, alleges to have gotten the custody of the cheque in question during December 2014, while the appellant has successfully relied upon the medical documents and school leave certificate which reflects and confirms the fact that the appellant could not have been present in Delhi to have handed over the cheque. The case of the appellant to have handed over the said notes and cheque in question under duress, is confirmed by the respondent which such contradictions. the lack of consistency in the facts and circumstances of the case, makes it highly doubtful.*
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> "*XV. Because the Ld. Trial court and the first appellate Court failed to appreciate that the respondent, has failed to bring on record any existence of such funds with himself or the very source of*

a bulk amount with him at that point of time. ***The Hon'ble Apex Court in the case of DATTATREYA supra has as follows :- Relevance is placed on*** *: "this is to the effect that while the Appellant claimed the cheque to have been issued at the time of advancing of the loan as a security, however, as per his statement during the cross-examination it was revealed that the same was presented when an alleged demand for repayment of alleged loan amount was raised before the Respondent, after a period of six months of advancement. Furthermore, there was no financial capacity or acknowledgement in his Income Tax Returns by the Appellant to the effect of having advanced a loan to the Respondent. Even further the Appellant has not been able to showcase as to when the said loan was advanced in favour of the Respondent nor has he been able to explain as to how a cheque issued by the Respondent allegedly in favour of Mr Mallikarjun landed in the hands of the instant holder, that is, the Appellant."*

(bold in original)

6. Evidently therefore, the questions sought to be raised in the present second appeal relate to :

6.1. Whether the promissory notes, which were subject of the suit were properly signed and notarised by the witnesses; and whether the promissory notes and cheque in question were handed-over to the respondent in duress;

6.2. Whether the respondent got custody of the cheque in question in December 2014, at a time when the appellant *could not have been present* in Delhi, as seen from the medical records and the school leaving certificate; and

6.3. Whether the respondent had failed to bring on record the availability of funds with the respondent or the source of the bulk amount at the point of time when the friendly loan is alleged to have been extended to the appellant.

7. Clearly, none of the questions proposed by the appellant are questions of law, much-less substantial questions of law.

8. In view of the above, this court finds no reason or basis to entertain the present regular second appeal.

9. Accordingly, the present regular second appeal is dismissed at the stage of issuance of notice itself.

10. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

AUGUST 7, 2025
V.Rawat