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* IN THE HIGH COURT OF DELHI AT NEW DELHI

\+ RSA 122/2025

M/S T.G. LEISURE AND RESORTS PVT. LTD. .....Appellant

Through: Dr. Nityanand Singh, Advocate.

versus

RAJEEV SAKSENA .....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

O R D E R

% **21.08.2025**

CM APPL. 51560/2025 (exemption)

CM APPL. 51561/2025 (exemption)

Exemptions granted, subject to just exceptions.

The applications stand disposed-of.

CM APPL. 51562/2025 (condonation of 149 days' delay in *filing* the appeal)

By way of the present application filed under section 5 of the Limitation Act 1963, the appellant seeks condonation of about 149 days' delay in *filing* the regular second appeal.

2. In view of the order that this court proposes to pass, the delay in filing the present appeal is condoned.

3. The application is allowed

4. The appeal is taken on Board.

5. Application stands disposed-of.

RSA 122/2025 & CM APPL. 51559/2025 (stay)

6. By way of the present regular second appeal filed under section 100 of the Code of Civil Procedure 1908, the appellant impugns judgment and decree dated 16.12.2024 passed by the learned District Judge,

South District, Saket Courts, New Delhi in appeal bearing No. RCA DJ 58/2022, which upheld judgment dated 13.05.2022 passed by the learned trial court in suit bearing No. CS SCJ No.58/2020.

7. By judgment dated 13.05.2022, the learned trial court had decreed the suit filed by the respondent (plaintiff in the suit) for an amount of Rs.2 lacs alongwith interest @ 7% per annum from the date of filing of suit till realisation of the entire amount.

8. The court has heard Dr. Nityanand Singh, learned counsel appearing for the appellant at length at the stage of issuance of notice.

9. Briefly, the dispute between the parties arose by reason of the respondent having booked a venue operated by the appellant company, for holding the wedding functions of the respondent's son.

10. The suit was filed by the respondent for recovery of Rs.2 lacs out of the sum of Rs. 5 lacs that the respondent had paid to the appellant in August 2018 to hold the wedding functions at the venue, which functions could however not be held, since the appellant's venue was sealed by the Municipal Corporation of Delhi.

11. In order to end the dispute, the appellant issued to the respondent a cheque in the sum of Rs.3 lacs; and 2 credit notes, each in the sum of Rs.1 lac, towards refund of the booking amount paid by the respondent.

12. Though the cheque was dishonoured due to insufficiency of funds, subsequently however, the appellant paid to the respondent Rs.3 lacs against the said cheque.

13. However, insofar as the 2 credit notes for the aggregate sum of Rs.2 lacs are concerned, the respondent was constrained to file a suit, in

which, in their 'reply' filed by the appellant (defendant in the suit) to the plaint, they stated the following :

> *"4 That the contents of para 4 are false and frivolous hence vehemently denied. It is denied that the manager of the defendant told plaintiff that the defendant are closing resort and plaintiff may hold the marriage function at some other place of his choice. It is submitted that the defendant has duly informed the, plaintiff well in advance, about the sealing of venue of defendant by SDMC on direction of Hon'ble Supreme Court of India in the matter of M.C.Mehta V. UOI &Ors. It is further submitted that once the venue was sealed by the direction of Hon'ble Supreme Court then the defendant can not do anything and the defendant has to comply the direction of Hon'ble Supreme Court. In compliance of the direction of Hon'ble Supreme Court, the defendant has immediately informed the plaintiff about sealing of venue and also provide an option to the plaintiff to shift the scheduled function of marriage in any other hotel of defendant in Delhi NCR but the plaintiff did not accept the offer of defendant and booked another venue for scheduled marriage. It is submitted that once the plaintiff has refused to accept the offer of defendant for shifting the venue then the defendant was refunding the entire amount to plaintiff through cheque but the plaintiff has requested the defendant to issue the cheque of Rs. 3,00,000/- and to issue credit note of Rs. 2,00,000/- (Rs. Two Lakhs Only) which can be utilised in future function. The plaintiff was one of the valuable customers of defendant, therefore, the defendant has immediately accept the request of plaintiff and issue cheque and credit note as desired by the plaintiff and the credit note and cheque was duly accepted by the plaintiff. The cheque of Rs. 3,00;000/- was duly encashed by the plaintiff. The copy of notice of sealing by SDMC is annexed herewith as **ANNEXURE-R-2 (COLLY)**"*

(bold in original)

14. Based on the aforesaid averments made in the written statement, the learned trial court decreed the suit in favour of the respondent in the sum of Rs.2 lacs alongwith interest @ 7 % per annum, based on an

application filed by the respondent under Order XII Rule 6 of the CPC.

15. An appeal challenging the judgment passed by the learned trial court was also dismissed by the learned first appellate court *vide* judgment dated 16.12.2024, which judgment has now been challenged in the present proceedings by way of the present second appeal filed under section 100 of the CPC.

16. In the above backdrop, the appellant has sought to raise the following proposed questions of law, which are set-out in the Memo of Appeal:

> "***QUESTIONS OF LAW***
>
> *1. Whether the impugned judgment is maintainable when it is based on wrong interpretation by the Ld. first appellate Court that Appellant has made an admission in his Written Statement without considering the contents of the Written Statement in whole?*
>
> *2. Whether the Appellant is liable to pay Rs. 2,00,000/- to the Respondent against the credit notes worth Rs. 2,00,000/- issued in his favor by the Appellant and which has been accepted by the Respondent to his satisfaction?*
>
> *3. Whether the impugned judgment is lawful when it has been passed ignoring Section 63 of the Indian Contract Act, 1872, which says that the promisee may accept something to his satisfaction instead of what has been promised to him?*
>
> *4. Whether the impugned judgment is valid in the eyes of law when it gives wrong interpretation to the credit note as the credit note issued in the present matter is of general nature whereas the impugned judgment interprets it in terms of Central Goods and Services Tax Act, 2017, which has no relevance in the present matter?*
>
> *5. Whether the impugned judgment is maintainable when it ignored the term mentioned in the credit note that it can only be utilized against future booking in any of the Appellant's hotel and Ld. first appellate Court gives its own justification that it is always open to the person in whose favor the credit note has been issued, to*

seek refund or encash the same, even when the Respondent had duly accepted the credit note with the condition mentioned in it?

6. Whether the impugned judgement is lawful when it states that there is no provision of law that would compel a person in whose favor a 'credit note' is issued to satisfy the credit note only by buying the services provided by the issuer, even when the credit note contains no such term rather it clearly states that it can only be utilized against any future booking in the Appellant's hotel and the Respondent had satisfactorily accepted it?

7. Whether the impugned judgment holds good which did not consider the fact that even after accepting the credit notes from the Appellant on 12.11.2018, he filed the suit against the Appellant seeking encashment of the same after 14 months?"

(bold in original)

17. Insofar as the proposed questions of law at serial numbers 1, 2, 4, 5 and 7 are concerned, in the opinion of this court, these are matters of interpretation of the factual matrix obtaining in the matter; and therefore, these are not questions of law that can be entertained by way of the present second appeal.

18. Insofar as the proposed questions of law at serial numbers 3 and 6 are concerned, this court is of the view that these questions do not arise in the present case, inasmuch as it cannot be contended that the issuance of the credit notes does not amount to an admission of debt owed by the appellant to the respondent. If anything, the learned trial court and the learned first appellate court cannot be faulted for taking the view that issuance of the credit notes by a party to another is nothing but acceptance that a debt is owed.

19. It may be observed that the subject matter of the dispute between the parties was only for the sum of Rs.2 lacs; and the learned trial court

has decreed the said sum alongwith interest @ 7% per annum, which has been upheld by the learned first appellate court .

20. In the circumstances, this court does not find any substantial question of law nor any other justification, for entertaining the present second appeal, which is accordingly dismissed at the stage of issuance of notice itself.

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

ANUP JAIRAM BHAMBHANI, J

AUGUST 21, 2025
V.Rawat