



2025:DHC:9496



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

% ***Decided on 28.10.2025.***

+ C.R.P. 296/2025 and CM APPL. 66724/2025, CM
APPL.66725/2025

MOHIT

.....Petitioner

Through: Mr. Amar Shankar and Mr. Linoy
Varghese, Advocates.

versus

RITESH BHANOT

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

PRATEEK JALAN, J (ORAL)

1. The petitioner has filed the present revision petition under Section 115 of the Code of Civil Procedure, 1908 ["CPC"], assailing the order dated 16.09.2025 passed by the Trial Court, whereby his application under Order VII Rule 11 of CPC was dismissed.
2. The respondent/plaintiff instituted CS SCJ No. 1535/2022 before the District Court, North West District, seeking recovery of Rs. 3,00,000/- alongwith interest at the rate of 12% per annum. The claim is founded on an alleged friendly loan agreement dated 27.12.2021. The petitioner herein is the defendant in the said suit.
3. By order dated 03.06.2024, the learned Civil Judge permitted the respondent/plaintiff to amend the plaint, pursuant to which the claim was re-computed at Rs.3,36,000/-, alongwith interest at the rate of 12% per annum from December 2022 until the date of realisation.



4. In the written statement to the suit, the petitioner/defendant contended that the loan obtained from the plaintiff was, in fact, only for a sum of Rs.1,50,000/-, which was secured by two cheques. It was further contended that the plaintiff had actually transferred only Rs.1,39,500/- to the defendant, and that the defendant has already repaid an amount of Rs.1,85,000/- to the plaintiff.

5. The petitioner/defendant thereafter filed an application under Order VII Rule 11 of CPC, seeking rejection of the plaint on the ground that the plaintiff's case was based on concealment of material facts and circumstances, inasmuch as the quantum of the loan obtained by the defendant was not Rs. 3,00,000/- as alleged in the suit. It was further contended in the application that the defendant had already repaid the loan.

6. The learned Trial Court, by the impugned order dated 16.09.2025, dismissed the application on the ground that an application under Order VII Rule 11 CPC is to be adjudicated on the basis of the averments made in the plaint and the documents filed therewith, and not on the basis of the defence taken by the defendant.

7. Having heard Mr. Amar Shankar, learned counsel for the revision petitioner, this Court finds no ground to interfere with the impugned order in the exercise of its revisional jurisdiction. The learned Trial Court has rightly held that, while deciding an application for rejection of a plaint, it is the averments made in the plaint and the documents annexed thereto that are relevant, and not the contentions raised by the defendant in the written statement.



8. This principle has been laid down by the Supreme Court in a catena of decisions, including *Dahiben v. Arvindbhai Kalyanji Bhanusali*¹, in which the principles governing exercise of jurisdiction under Order VII Rule 11 of CPC were summarised. The following observations of the Court are relevant for the present purposes:

“23.5. The power conferred on the court to terminate a civil action is, however, a drastic one, and the conditions enumerated in Order 7 Rule 11 are required to be strictly adhered to.

23.6. Under Order 7 Rule 11, a duty is cast on the court to determine whether the plaint discloses a cause of action by scrutinising the averments in the plaint [Liverpool & London S.P. & I Assn. Ltd. v. M.V. Sea Success I, (2004) 9 SCC 512] , read in conjunction with the documents relied upon, or whether the suit is barred by any law.

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23.9. In exercise of power under this provision, the court would determine if the assertions made in the plaint are contrary to statutory law, or judicial dicta, for deciding whether a case for rejecting the plaint at the threshold is made out.

23.10. At this stage, the pleas taken by the defendant in the written statement and application for rejection of the plaint on the merits, would be irrelevant, and cannot be adverted to, or taken into consideration. [Sopan Sukhdeo Sable v. Charity Commr., (2004) 3 SCC 137].”

9. The recent decision of the Supreme Court in *Indian Evangelical Lutheran Church Trust Assn. v. Sri Bala & Co.*² is to the same effect. The Court has cited earlier authorities to reiterate the following proposition:

“6.1. In the instant case, an application was filed under Order VII Rule 11(d) of the Code where the ground of rejection of the plaint was that the suit appears from the statement in the plaint to be barred by any law. In this regard, our attention was drawn to various decisions of this Court with regard to rejection of plaint under Order VII Rule 11 of the Code which are as follows:

¹ (2020) 7 SCC 366.

² 2025 SCC OnLine SC 48.



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(v) In *R.K. Roja v. U.S. Rayudu*, (2016) 14 SCC 275, it was reiterated that the only restriction is that the consideration of the application for rejection should not be on the basis of the allegations made by the defendant in his written statement or on the basis of the allegations in the application for rejection of the plaint. The court has to consider only the plaint as a whole, and in case the entire plaint comes under the situations covered by Order VII Rules 11(a) to (f) of the Code, the same has to be rejected.

(vi) In *Kuldeep Singh Pathania v. Bikram Singh Jaryal*, (2017) 5 SCC 345, this Court observed that the court can only see whether the plaint, or rather the pleadings of the plaintiff, constitute a cause of action. Pleadings in the sense where, even after the stage of written statement, if there is a replication filed, in a given situation the same also can be looked into to see whether there is any admission on the part of the plaintiff. In other words, under Order VII Rule 11, the court has to take a decision looking at the pleadings of the plaintiff only and not on the rebuttal made by the defendant or any other materials produced by the defendant.”

10. The judgment in *Karam Singh v. Amarjit Singh and Ors.*³, delivered by the Supreme Court earlier this month, is also of similar tenor.

11. In the present case, the relevant averments in the plaint, as amended, read as follows:

“2. That the defendant was known to the father of plaintiff and used to regularly visit the house of the plaintiff and being of similar age group the plaintiff also developed friendly relations with the defendant and the defendant being in need of money for renovation of his house requested for a loan of Rs. 3,00,000/- to the plaintiff and the plaintiff obliged by advancing a sum of Rs. 3,00,000/- to the defendant in the month of September-October 2021 and the defendant assured to return the amount in the month of December 2021.

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5. That the defendant, however, did not adhere to the financial discipline and the terms of the said agreement between defendant and the plaintiff was not honoured and the defendant also stopped

³ Civil Appeal No. 12703-12704/2025; decided on 15.10.2025, paragraph 15.



taking calls of the plaintiff and has been avoiding the plaintiff.

6. That the defendant's cheques have also bounced and the defendant has defrauded the plaintiff by issuing a cheque in discharge of his legal liability from an account maintained by him with his bankers and the said cheques were dishonoured and then the defendant entered into agreement with the plaintiff whose terms have also not been complied by the defendant. The defendant made payment of only 40,000/- and no further payment was made and the said amount stands forfeited in terms of agreement.

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10. That the cause of action to file the present suit arose in December, 2021 when the defendant failed to make the payment as agreed. The cause of action again arose on 29.08.2022 when the cheque issued by the plaintiff got dishonoured. The cause of action again arose when legal notice of demand dated 14.09.2022 was served upon the defendant. The cause of action is continuing as the defendant has not complied the terms of agreement and legal notice and no payment has been made and the same is yet to be recovered.

11. That the suit of the plaintiff has been valued at Rs. 3,36,000/- and an appropriate court fees has been paid there upon and the plaintiff further undertakes to deposit any additional court fees as directed by this Hon'ble Court."

12. On the other hand, the defence taken in the written statement, *inter alia*, read as follows:

*"3. That the Plaintiff is also guilty of suppressing the material facts from this Hon'ble Court and thus, as per the settled legal principle of "**Suppressio veri or Suggestio Falsi**" which signifies that suppression of truth is equivalent to the suggestion of falsehood, hence plaintiff is not at all entitled to claim any relief on any ground, further, it is a rule of judicial jurisprudence that one who does not come with candid and clean facts cannot knock on the doors of the judiciary with soiled hands. Suppression or concealment of material facts is impermissible to a litigant.*

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3. That the Plaintiff has suppressed the actual the conundrum of facts which are detailed herein below: -

- i. That unlike contended in the Petition, the actual fact is that on either the 5th or 6th of January 2020, the defendant*



requested a friendly loan of Rs 1,50,000/- from the plaintiff's father due to a financial emergency. To secure the loan, the plaintiff's father asked for two cheques from the defendant. Acting in good faith, the defendant provided the two blank cheques (cheques no. 402296 and 402297) along with copies of his Aadhar card and PAN card as security.

- ii. *That on 13.01.2020, the plaintiff only transferred Rs 1,39,500/- to the defendant in two transactions: Rs 1,00,00/- [sic] and 39,500/- respectively. So, the actual friendly loan given to the defendant by the Plaintiff was Rs 1,39,500/- The same can be seen in the defendant's bank account statement as **Annexure A1**.*

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4. The cheques that were given on either 5th or 6th January 2020 to Plaintiff's father only as security for prompt repayment of the friendly loan amount i.e., Rs 1,39,500/-, and those cheques were not in discharge of any debt or liability. The cheques were only given as security for showing bona fide, that the defendant would ensure the repayment of the friendly loan amount to the Plaintiff, and that there was no legal debt on the Plaintiff.

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7. The defendant has paid a total of Rs 1,85,000/- to the Plaintiff, including amounts provided to the Plaintiff's father and wife, against a total loan amount of Rs 1,39,500/-. It is abundantly clear that the defendant does not owe the Plaintiff any money. In fact, the Plaintiff is required to pay the defendant an excess amount of Rs 45,500/-. This situation unequivocally demonstrates that the defendant has significantly overpaid in relation to the original loan agreement.

8. Furthermore, as per the verbal agreement between the parties, no formal loan document was executed apart from the friendly loan agreement which was signed by the defendant under duress on 27.12.2021."

13. It is clear from the above that the application filed by the revision petitioner/defendant rests on the defence taken by him in the suit. However, as held by the Supreme Court in the above cited judgments, the



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defences and documents of the defendant cannot be considered in an application under Order VII Rule 11 of CPC.

14. In view of the above, the present revision petition is devoid of merit and is, accordingly, dismissed.

15. All pending applications also stand disposed of.

PRATEEK JALAN, J

OCTOBER 28, 2025

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