



2025:DHC:10150-DB



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

Date of decision: 18th November, 2025

+ RFA(COMM) 651/2025 & CM APPL. 72369/2025, CM APPL.
72371/2025, CM APPL. 72372/2025

1. **GENESIS ENGINEERING COMPANY**

THROUGH ITS PARTNER

MR. ARUSH JAIN

REGIONAL OFFICE: 4553A,

SECTOR-70, MOHALI,

PUNJAB-160071

.... **APPELLANT NO.1**

2. **ARUSH JAIN**

S/O SH. SATISH JAIN

RESIDENT OF: 4553A,

SECTOR-70, MOHALI,

PUNJAB-160071.

.... **APPELLANT NO.2**

Through: Mr. Chirag M. Shroff, Mr. Sushant
Dogra, Mr. Dhananjay Kataria,
Mr. Aayush Kumar, Advocates.

versus

KDI POWER PRIVATE LIMITED

THROUGH ITS AUTHORIZED REPRESENTATIVE

MR. SANJEEV KUMAR

H-1243, DSIDC INDUSTRIAL AREA NARELA,

NEW DELHI-110040.

.....**RESPONDENT**

Through: *Nemo*



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CORAM:

HON'BLE MR. JUSTICE NITIN WASUDEO SAMBRE

HON'BLE MR. JUSTICE ANISH DAYAL

JUDGMENT (ORAL)

NITIN WASUDEO SAMBRE, J.

CM APPL. 72370/2025 (Exemption)

1. Exemption allowed, subject to all just exceptions.
2. The application stands disposed of.

RFA(COMM) 651/2025 & CM APPL. 72369/2025, CM APPL. 72371/2025, CM APPL. 72372/2025

3. This appeal is taken out by the appellants/original defendants to the **CS (COMM) No. 430 of 2021**, questioning the judgment and order dated 1st February 2025, wherein the learned District Judge, Commercial Courts, Rohini Courts, North District, Delhi in exercise of powers under Order XII Rule 6 of the Code of Civil Procedure, 1908 ('**CPC**') has decreed the suit based on the admissions given by the appellants/judgment debtors/defendants.

4. The factual matrix which warrants decision on this appeal is, the respondent initiated the aforesaid Civil Suit under Order XXXVII of the CPC claiming recovery of an amount of Rs.1,04,64,400/- (*Rupees One Crore Four Lakhs Sixty Four Thousand and Four Hundred Only*). It was the case of the respondent/plaintiff that it is an MSME registered firm and they have entered into an agreement through Purchase Orders dated 2nd February 2020 and 21st February 2020 with the appellants for supply of unarmoured cables. Same was to be used for the execution of the



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project which was to be executed by Tata Power Delhi Distribution Ltd. ('**TPDDL**') who was impleaded as defendant no. 3 to the suit.

5. According to the original plaintiff, after the Purchase Orders were placed and invoices were raised against which the goods were supplied, there was a failure on the part of the appellants which prompted him to initiate the suit in question for recovery of amount.

6. The appellants/original defendants no. 1 and 2 resisted the suit by filing their written statement, allegedly denying the liability to pay the amount. Similarly, an application under Order I Rule 10(2) of the CPC came to be moved by the defendant no. 3/TPDDL seeking deletion, which came to be allowed *vide* order dated 23rd February 2023.

7. The appellants, in the backdrop of the written statement placed on record, were served with a notice to admit **and/or deny** the documents. In response to the said proceedings initiated under the provisions of Order XII Rule 2 of the CPC, the appellants herein not only admitted the Purchase Orders dated 2nd February 2020 and 21st February 2020 but also admitted 11 invoices along with the e-way bill receipts and the transport dispatch slip.

8. Based on the above, pursuant to provision of Order XII Rule 6 of CPC, the respondent/original plaintiff has taken out proceedings for Judgment on Admission, which led to the suit being decreed in favour of the respondent/original plaintiff *vide* impugned judgment dated 1st February 2025.



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9. While justifying the claim for setting aside the impugned judgment, learned counsel for the appellants would invite our attention to the pleadings in *paragraphs* 2, 7, 11 and 13 of the written statement of the present appellants/original defendants no. 1 and 2 to urge that the appellants in categorical terms have denied the liability to pay the amount. He would specifically draw the attention of this Court to the pleadings therein and would urge that specific case of denial of the claim in the suit was set up by the appellants. He would also urge that a fact was specifically pleaded about the recovery of the dues, if any, receivable by the respondent/original plaintiff, shall be, payable by the defendant no.3/TPDDL and not by the appellants/original defendants no.1 and 2. As such, according to him, the Court below has erred in drawing the Judgment on Admission contrary to the statutory mandate provided under Order XII Rule 6 of the CPC. He would claim that just because the documents are admitted, that by itself, cannot lead to drawing the conclusion that the very test under Order XII Rule 6 of the CPC is satisfied as there is no admission of the fact about liability.

10. According to him, the Hon'ble Apex Court in the matter of ***Himani Alloys Limited v. Tata Steel Limited***: (2011) 15 SCC 273 has held that the powers under Order XII Rule 6 of the CPC, being an enabling provision, are neither mandatory nor peremptory or discretionary. He would claim that the judicial discretion must be exercised in the examination of facts and circumstances keeping in mind that 'Judgment on Admission' is a judgment without trial. In the



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aforesaid legal background, his contentions are that since the written statement was filed, which specifically raises a triable issue, the application for Judgment on Admission should have been rejected. The Court has committed an error in law in exercising the discretion under Order XII Rule 6 of the CPC without realising the consequences of Judgment on Admission being delivered without a trial.

11. The object behind providing the remedy under Order XII Rule 6 of the CPC is required to be appreciated. The objects and reasons if are appreciated in the background of amendment carried out to Order XII Rule 6 of the CPC, it would be clear that the object of the said provision is to provide the remedy of having speedy judgment in cases where one party has made a plain admission entitling the other party to succeed. The Hon'ble Apex Court, in detail, has considered this very object and interpreted the scope of word "*otherwise*" used in Order XII Rule 6 of the CPC in the judgment of ***Karam Kaphi and Ors. Vs. Lal Chand Public Charitable Trust and Anr.***: (2010) 4 SCC 753.

12. The Hon'ble Apex Court has further observed that while taking recourse to the provision of Order XII Rule 6 of the CPC, the Court is equally required to be sensitive to the proviso to Order VIII Rule 5(1) of the CPC. The said rule deals with the aspect of specific denial and discretion vested in the Court requiring any facts so admitted to be proved otherwise than by such admission.

13. The *paragraphs* 45, 46, 47 and 48 of the judgment of Hon'ble Apex Court in ***Karam Kaphi*** (*supra*) reads thus:-



“45. Order 12 Rule 6 of the Code has been very lucidly discussed and succinctly interpreted in a Division Bench judgment of the Madhya Pradesh High Court in Shikharchand v. Bari Bai. G.P. Singh, J. (as His Lordship then was) in a concurring judgment explained the aforesaid Rule, if we may say so, very authoritatively at p. 79 of the Report. His Lordship held: (AIR para 19)

“... I will only add a few words of my own. Rule 6 of Order 12 of the Code of Civil Procedure corresponds to Rule 5 of Order 32 of the Supreme Court Rules (English), now Rule 3 of Order 27, and is almost identically worded (see Annual Practice, 1965 Edn., Part I, p. 569).

The Supreme Court Rule came up for consideration in Ellis v. Allen. In that case a suit was filed for ejectment, mesne profits and damages on the ground of breach of covenant against sub-letting. Lessee's solicitors wrote to the plaintiff's solicitors in which fact of breach of covenant was admitted and a case was sought to be made out for relief against forfeiture. This letter was used as an admission under Rule 5 and as there was no substance in the plea of relief against forfeiture, the suit was decreed for ejectment under that Rule. Sargant, J. rejected the argument that the Rule is confined to admissions made in pleadings or under Rules 1 to 4 in the same order (same as ours) and said:

‘The Rule applies wherever there is a clear admission of facts in the face of which it is impossible for the party making it to succeed.’

Rule 6 of Order 12, in my opinion, must bear the same construction as was put upon the corresponding English rule by Sargant, J. The words either on the pleadings or otherwise in Rule 6 enable us not only to see the admissions made in pleadings or under Rules 1 to 4 of the same order but also admissions made elsewhere during the trial.”

(emphasis added)

46. This Court expresses its approval of the aforesaid interpretation of Order 12 Rule 6 by G.P. Singh, J. (as His



Lordship then was). Mulla in his commentary on the Code has also relied on the ratio in *Shikharchand* for explaining these provisions.

47. Therefore, in the instant case even though statement made by the Club in its petition under Section 114 of the Transfer of Property Act does not come within the definition of the word "pleading" under Order 6 Rule 1 of the Code, but in Order 12 Rule 6 of the Code, the word "pleading" has been suffixed by the expression "or otherwise". Therefore, a wider interpretation of the word "pleading" is warranted in understanding the implication of this Rule. Thus the stand of the Club in its petition under Section 114 of the Transfer of Property Act can be considered by the Court in pronouncing the judgment on admission under Order 12 Rule 6 in view of clear words "pleading or otherwise" used therein especially when petition was in the suit filed by the Trust.

48. However, the provision under Order 12 Rule 6 of the Code is enabling, discretionary and permissive and is neither mandatory nor it is peremptory since the word "may" has been used. But in a given situation, as in the instant case, the said provision can be applied in rendering the judgment."

14. In the aforesaid backdrop, this Court is required to look into the case as canvassed by the appellant (original defendants no. 1 and 2). Paragraph 6 of the plaint specifically pleads about the requirement of cables by defendants no.1 and 2 for defendant no. 3, and the issuance of Purchase Orders which are referred hereinabove. The appellants have replied to the said specific pleading in their written statement. A verbatim of the above referred pleading and reply thereto is reproduced hereinbelow: -

<i>Plaintiff's/Respondent's Pleading</i>	<i>Defendant's/Appellant's Reply</i>
<i>"6. That the Defendant No. 1 through</i>	<i>"That the contents of paragraph</i>



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Defendant No. 2 approached the Plaintiff for supply of Unarmoured Cables to be used in the Project of the Defendant No. 3. After finalization of rates and quantities, the Defendant No. 1 through Defendant No. 2 issued two Purchase Orders bearing No. **TATA/SMARTCITYLDH/19-20/010** dated 02.02.2020 and **TATA/SMARTCITYLDH/19-20/011** dated 21.02.2020 to the Plaintiff for the supply of **300 KMs of 2c X 10 sq mm Aluminium Unarmoured Cable as per IS 694** under each Purchase Order. As per the terms of the said Purchase Orders, the payment terms for the order placed by the Defendant No.1 were:

“15% Advance along with Order Confirmation and balance within thirty days against PDC; delivery 75 Km/Week and to be completed within one month and advance to be adjusted against last lot.”

The value of each of these purchase orders was **Rs.76,46,400/- (INR Seventy Six Lakhs Forty Six Thousand Four Hundred Only)**, total amounting to **Rs.1,52,92,800/- (INR One Crore, Fifty Two Lakhs Ninty Two Thousand Eight Hundred Only)**. The said purchase orders have been attached as **Annexure -P2.**”

6 of civil suit is a matter of record and hence needs no reply.”



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15. As such, post the pleadings were completed including that of rejoinder by the plaintiff to the written statement of the present appellants, the respondent herein took out an application seeking admission/denial of documents. The defendant no.1 and 2 in their affidavit of admission/denial of documents have admitted both the aforesaid purchase orders so also copies of 11 invoices along with e-way bill system and the transport dispatch slip.

16. Based on the above, the respondent-plaintiff took out an application under Order XII Rule 6 of the CPC seeking judgment on admission claiming that the present appellant-defendant has admitted the liability as well as the amount owed to the plaintiff.

17. The respondent in categorical terms has pleaded as to the mode and manner of admission given by the appellant to which the appellant submitted its response claiming denial.

18. Learned Trial Court while dealing with the prayer in detail has gone into the pleadings i.e. the plaint and the written statement including that of the admission of purchase order and the 11 invoices alongwith e-way bill receipts and transport dispatch slips.

19. The Trial Court then proceeded to consider the effect of the admission given by the present appellants that the material worth Rs. 1,52,92,800/- (*Rupees One Crore Fifty Two Lacs Ninety Two Thousand Eight Hundred only*) was supplied to the appellants against the aforesaid purchase orders by the respondent-plaintiff. It also considered that the



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based on the aforesaid purchase orders which were in the form of contract, certain payment were made but for the principal amount of Rs. 70,64,956/- (*Rupees Seventy Lacs Sixty Four Thousand Nine Hundred and Fifty Six Only*) and issuance of two cheques of Rs.25,00,000/- and one of Rs.20,00,000/-.

20. The issuance of cheques was also not disputed in reply to the application moved under Order XII Rule 6 of the CPC. The only explanation to the aforesaid admission which of course the appellants are entitled in law to explain is that the cheques were issued under threat and coercion.

21. The dishonor of the cheques was one of the facts which also prevailed before the learned Trial Court in the matter of the presumption in law about the issuance of the same for the admitted debt.

22. The cumulative effect of the aforesaid pleadings and the admission given has prompted the trial court to infer that the very admission establishes the ingredients which are warranted under Order XII Rule 6 of the CPC.

23. The word “*otherwise*” used in Order XII Rule 6 of the CPC within its ambit also takes into account the documents which are admitted. As such, in our opinion, the Trial Court was justified in taking into account not only the pleadings as referred above but also the documents in regard to which the appellant has given an admission in response to notice to admit documents.



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24. We are fortified in our view in the light of the law laid down by the Apex Court in the matter of ***Bhim Rao Baswanth Rao Patil Vs. K. Madan Mohan Rao & Ors.***: (2023) 18 SCC 231 particularly paragraphs 24 & 25 which reads thus:

“24. The impugned order, as noticed earlier, is premised on the reasoning that any material brought on the record by the successful candidate who is a respondent in the election proceedings, ipso facto cannot be considered within the framework of Order 7 Rule 11 CPC to reject the plea altogether. That understanding in this Court’s opinion is correct. At the same time, there could be circumstances when there is material on the record, the consideration of which may not be considered by Order 7 Rule 11 CPC but may fall within the ambit of Order 12 Rule 6 CPC (decree on admission), which reads as follows:

*“6. **Judgement on admissions**-(1) Where admissions of fact have been made either in the pleading or otherwise, whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions.*

(2) Whenever a judgment is pronounced under sub-rule (1), a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.”

25. It has been held by this Court that the expression “otherwise” mentioned in sub-rule 1 of Rule 6 Order 12, CPC is not confined to pleadings but also includes documents filed along with the complaint or main pleading or other materials subsequently brought on the record which are admitted by the other party. In other words, the matter of record that is not denied and contains facts that can lead the court to draw a decree is sufficient for the court to do so and, by its judgment, direct decree of the suit (in this case, petition) wholly or partly.”



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25. Apart from above, in the recent decisions, the said aspect is again considered by the Apex Court in the matter of **Rajiv Ghosh Vs. Satya Naryan Jaiswal**: 2025 SCC OnLine SC 751 particularly paragraph 35 reads thus:

“35. The words “or otherwise” are wide enough to include all cases of admissions made in the pleadings or de hors the pleadings. Under Rule 6, as originally enacted, it was held that the words “or otherwise” without the words “in writing” used in Rule 1 showed that a judgment could be given upon oral or verbal admission also. [See: Beeny, re, (1894) 1 Ch D 499] The Amendment Act of 1976, however, made the position clear stating that such admissions may be “in the pleading or otherwise” and “whether orally or in writing”. Thus, after the amendment in Rule 6, the admissions are not confined to Rule 1 or Rule 4 of Order 6, but are of general application. Such admissions may be express or implied (constructive); may be in writing or oral; or may be before the institution of the suit, after the suit is brought or during the pendency of proceedings.”

26. The views referred above are expressed by the Apex Court having regard to the object underlying Rule 6 of the CPC.

27. The observation made by the learned Trial Court are completely based on the appreciation of pleadings and the admissions derived from such pleadings including that of the documents which were admitted by the appellant.



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28. In such an eventuality, the claim put forth by the appellant that the admissions were explained or at certain places there were denial will be of hardly any legal consequences.

29. Rather the inference drawn by the Trial Court in the matter of drawing conclusion about the admission of the claim of the respondent-plaintiff is fortified from the very conduct of the present appellants of initiating proceedings against the original defendant no.3 i.e. M/S Tata Power Delhi Distribution Ltd. (TPDDL) before the MSME for recovery of the dues.

30. In the aforesaid backdrop of the matter no illegality could be noticed in the judgment impugned so as to infer that the impugned judgment can be said to be contrary to the legal mandate of Order XII Rule 6 of the CPC.

31. That being so, the appeal *sans* merit and as such stands dismissed.

32. Pending applications, if any, are accordingly disposed of.

33. A copy of this judgment be uploaded on the website of this Court forthwith.

**NITIN WASUDEO SAMBRE
(JUDGE)**

**ANISH DAYAL
(JUDGE)**

NOVEMBER 18, 2025/pr/sky/ab/ss