

IN THE HIGH COURT AT CALCUTTA
Civil Appellate Jurisdiction
In Appeal from its Ordinary Original Civil Jurisdiction
ORIGINAL SIDE

APD/1/2024
With CS/71/2020

JAIDEEP HALWASIYA
-VS-
KANCHAN DEVI KOCHAR

BEFORE:

The Hon'ble JUSTICE DEBANGSU BASAK

-AND-

The Hon'ble JUSTICE MD. SHABBAR RASHIDI

For the Appellant : Mr. Debnath Ghosh, Sr. Adv.
Mr. Biswarup Mukherjee, Adv.
Mr. A. P. Gomes, Adv.

HEARD ON : 02.04.2026

DELIVERED ON : 02.04.2026

DEBANGSU BASAK, J.:-

1. Appeal is at the behest of a defendant and directed against judgment and order dated July 7, 2023 passed by the Learned Single Judge in IA GA/1/2020 in CS/71/2020.
2. By the impugned judgment and order, learned Single Judge decreed the suit on admission. The decree is for a sum of Rs. 64,71,312/-.
3. Learned Senior Advocate appearing for the appellant submits that, there is an issue of limitation involved. He submits that,

initially loan transaction as pleaded in the plaint is of July 2, 2016. The suit was filed in 2020.

4. Learned Senior Advocate appearing for the appellant submits that, appellant never acknowledged its liability to the plaintiff. He contends that Annexure-D at page-38 of the paper book does not bear the signature of the appellant. The appellant is a natural person. The signature appears to a different natural person.
5. Learned Senior Advocate appearing for the appellant relies upon an unreported decision of the Co-ordinate Bench dated April 22, 2014 passed in **APO/264/1999 CS/170/1998 (The Tata Iron & Steel Co. Ltd. Vs. Mideast Integrated Steels Ltd.)** to contend that, the so called admission allegedly made prior to the filing of the suit is of no consequence in the case of adjudication of an application for judgment on admission.
6. None appears for the respondent even in the second call.
7. Respondent filed a suit for recovery of money lent and advanced.
8. Money that the respondent lent to the appellant was Rs. 50,00,000/-. It was so done on real time gross settlement (RTGS) transfer through bank account on July 2, 2016. Money went into the bank account of the appellant from the respondent.
9. Respondent as the plaintiff claims that the appellant paid interest till March 31, 2018. In response to such claim, the case of the appellant is that, the entire loan amount stood repaid.

10. This stand of the appellant that, entire loan amount stood repaid, by itself, amounts to an admission of receipt of the loan. There is no document of repayment excepting the respondent acknowledging receipt of interest payment on March 31, 2018. These facts establish that the suit is within the period of limitation. Suit was filed in 2020. Therefore, the suit cannot be said to be barred by limitation.
11. There is an acknowledgment in writing at page 38 of the paper book. The admission quantifies the amount payable by the appellant to the respondent. There is no material on record to take a view contrary that was taken by the learned Single Judge with regard to the admission appearing in the application.
12. The acknowledgement in writing contains entries of bank transactions between the parties. Appellant is not denying the bank transactions recorded in the acknowledgment of liability. The acknowledgement of liability is a statement of amount which also reflects the bank transactions. The statement of account is not per se denied. What is being claimed by the appellant it was not signed by a person authorised by it. That claim is moonshine given the contents of the statement of account as also the conduct of the parties.
13. In **The Tata Iron & Steel Co. Ltd. (Supra)**, Co-ordinate Bench noted that, the admission of fact was required to be made either in the pleadings or otherwise. The Co-ordinate Bench was of the view that, an admission which was made prior to the filing of the

suit cannot be construed to be admission within the meaning of Order XII Rule 6 of the Code of Civil Procedure, 1908.

- 14.** In the facts of that case, there was a letter dated May 24, 1997 issued by the defendant in such suit which offered payment of an amount in a phased manner. Such factual situation is not obtaining in the present case.
- 15.** Order XII Rule 6 of the Code of Civil Procedure allows the Court to pass a decree, at any stage of the suit, either on the application of any party to the suit or on its own motion and without waiting for the determination of any other question between the parties, on the basis of the admission of fact made either in the pleadings or otherwise.
- 16.** The words 'or otherwise' used in Order XII Rule 6 is to be understood in the context of the word 'pleadings' used immediately before these two words. The irresistible inference is that such words allow consideration of admission made otherwise than by way of pleadings. That would enlarge the area of operation to events that is admission occurring outside of pleadings and therefore encompass admissions made prior to institution of suit also.
- 17.** Legislature, therefore, entrusted the Court with the power to pass a decree on admission of fact notwithstanding no application being made in that regard by any of the parties and notwithstanding determination of any other issues between the parties to the suit, if the Court found that there is an admission,

appearing in the pleadings or otherwise. Provisions of Order XII Rule 6 of the Code of Civil Procedure, 1908 do not prescribe any limitation in the manner the appellant seeks to introduce to it.

18. The word 'otherwise' means when, used in the context of Order XII Rule 6 is that, such admission may appear de hors the pleadings. It necessarily means that, de hors the pleadings filed, there can be an admission, upon which, the Court can act upon.
19. Order XII Rule 6 of the Code of Civil Procedure, 1908 as appearing, does not put a time limit as to the admission appearing otherwise than the pleadings that the Court can take notice of the same and pass a decree thereon.
20. In this context reference can be made to **2025 SCC Online SC 751 (Rajiv Ghosh -Vs- Satya Narayan Jaiswal)** where it is held as follows:

“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.”

21. In such circumstances, we find no merit in the present appeal.

22. APD/1/2024 is dismissed without any order as to costs.

(DEBANGSU BASAK, J.)

23. I agree

(MD. SHABBAR RASHIDI, J.)