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

\+ RFA 65/2026

TIGER RAPTA .....Appellant

Through: Mr. Dinesh Kothari, Advocate.

versus

A. RAJENDRAN .....Respondent

Through: Counsel for Respondent (appearance not given)

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

O R D E R

% **21.01.2026**

CM APPL. 4059/2026 (Exemption)

1. Exemption allowed, subject to all just exceptions.

2. The Application stands disposed of.

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3. Regular First Appeal under Section 96 read with Section 151 of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*) has been filed on behalf of the Appellant, Tiger Rapta, against the Judgment and decree dated 13.10.2025 of learned District Judge-04, Delhi whereby the Application under ***Order VII Rule 11 CPC*** and ***Leave to Defend Application*** filed by the Appellant in Civil Suit of the Respondent under Order XXXVII CPC, 1908, has been dismissed and the Suit for Recovery of Rs.10,00,000/- has been decreed, *vide* Judgment dated 13.10.2025.

4. The Plaintiff had filed a Civil Suit for Recovery of Rs.10,00,000/- being the amount of two cheques of Rs.5,00,000/- each dated 05.02.2020,

which had been issued in favour of the Respondent. The Plaintiff/Respondent asserted in the Plaint that he and the Defendant/Appellant had been meeting regularly since February, 2012 and had developed cordial and family relationship. In the month of May and June, 2017, on the request of the Appellant/Defendant, a friendly loan of Rs.9,70,000/- was given to the Appellant through the bank transfer in HDFC Bank of the Appellant. The Defendant agreed to return the loan amount in 30 months with an assurance that interest per month would be paid to the Plaintiff.

5. Thereafter, in discharge of his liability, the Appellant issued two cheques of Rs.5,00,000/- each dated 05.02.2020 in favour of the Plaintiff towards repayment of the aforesaid loan and interest. The two cheques on presentation were returned by the Banker. Hence, the Suit under XXXVII CPC was filed for Recovery of Rs.10,00,000/- along with *pendente lite* and future interest @2% per month, till it was paid.

6. The Appellant/Respondent put in his appearance and filed his *Leave to Defend Application*. He also filed an Application under Order VII Rule 11 CPC for rejection of the Suit, as being barred by limitation.

7. The learned Trial Court considered both the Application and rejected both the Applications in his common Order dated 13.10.2025 and decreed the Suit of the Plaintiff.

8. Aggrieved, the Appellant/Defendant has filed the present Appeal. The ***grounds of challenge*** are that the Suit was barred by limitation and was liable to be rejected under Order VII Rule 11 CPC. The period from 15.03.2020 till 28.02.2022, has been wrongly excluded in computing the limitation period, as per *Suo Motu* Civil Writ Petition No. 03/2020 of the

Apex Court.

9. In fact, the Limitation period expired on 04.02.2023 from the date of issue of Cheques and there was no reason to seek any relaxation. As per Para 5(ii), the balance period of limitation remaining as on 03.10.2021 if any, was to be availed w.e.f. 01.03.2022.

10. In the present case, the period of remaining limitation of 01 year and 04 months, was to be added on 01.03.2022, which means that the Suit could have been filed by 01.07.2023, but it has been filed on 17.09.2024 i.e. 01 year 02 months beyond the extended period. The learned Trial Court fell in error in giving the benefit of entire period from 15.03.2020 to 28.02.2022. The Suit was patently barred by limitation and was liable to be dismissed, despite which the Application under Order VII Rule 11 CPC, has been dismissed.

11. It is further submitted that in the ***Leave to Defend Application***, various triable issues had been raised. There were no documents to show that the alleged amount of Rs.9.7 Lakhs was given as loan on interest, to the Appellant. In fact, his Statement of Account reflects the transfer of only Rs.4,00,000/- in the Account of the Appellant. The Appellant, had returned a total of Rs.50,000/- to the Respondent, on various occasions as is evident from the Statement of Account of the Appellant.

12. Furthermore, the Application under Order VII Rule 11 CPC should have been decided first and it could not have been decided along with the Leave to Defend Application, by a common Order. It is, therefore, submitted that the Appeal be allowed and the impugned Judgment be set-aside.

13. ***Learned counsel for the Respondent,*** who has appeared on advance Notice, has vehemently opposed and has contested the Appeal and has

explained that in view of the Judgment of the Apex Court, the limitation period has been rightly calculated and it has been rightly affirmed that the Suit was filed within limitation.

14. Likewise, the learned District Judge rightly held the defence to be moonshine and that Leave to Defend Application, did not disclose any triable issue. The Leave to Defend was rightly dismissed and the Suit of the Plaintiff/Respondent decreed.

Submissions heard and the record perused.

Dismissal of Application under Order VII Rule 11 CPC:

15. The ***first challenge*** in the Appeal is the dismissal of the Application under Order VII Rule 11 CPC of the Appellant *vide* common Judgment dated 13.10.2025. The Appellant has asserted that the limitation has not been calculated correctly. The two cheques got dishonoured on 05.02.2020 which implies that the Suit could have been filed till 04.02.2023. The Suit has been filed on 12.09.2024.

16. There is a difference in the methodology of calculation, which is being projected by the Plaintiff and the Defendant. According to the Plaintiff, in terms of the Judgment of *Suo Motu* Civil Writ Petition No. 03/2020 of the Hon'ble Supreme Court of India, the entire period of 15.03.2020 to 28.02.2022 was to be excluded while calculating the limitation, which commenced on 05.02.2020, the date on which the cheques were issued and ended on 04.02.2023. It was asserted that the entire period from 05.02.2020 to 04.02.2023, which comes to 36 months, is liable to be added to 04.02.2023, which implies that the Suit could have been filed till 20.01.2025**.** The Suit got filed on 12.09.2024, which is well within the limitation.

17. The mode of calculation as projected by the Plaintiff/Respondent is supported by the observations of the Apex Court in, *In Re: Cognizance for Extension of Limitation* (supra) wherein it was mentioned that the period from 15.03.2020 till 28.02.2022 shall stand excluded for the purpose of limitation, as may be prescribed under any general or special laws.

18. In fact, this Order is in the nature of Section 14 Limitation Act, 1963, which provides the period which is to be excluded, while calculating the limitation.

19. This principal also becomes evident from the observations of the Apex Court in *Arif Azim Co. Ltd. vs. Aptech Ltd*: AIR 2024 SC 1347, which was followed by the Co-ordinate Bench of this Court in *Chroma-Ator Energy Systems Pvt. Ltd. vs. Indraprastha Gas Limited,* 2024: DHC: 2569; *Saipem Triune Engineering Pvt. Ltd. vs. Indian Oil Petronas Pvt. Ltd*., 2024/DHC/7753 wherein the same principal has been reiterated. The limitation has, therefore, been rightly calculated by the Appellant.

20. The counter methodology was projected by the Appellant according to which, the loan was granted in 2017 and the period of limitation in terms of Article 19 of the Limitation Act of three years came to an end in June 2020. The cheques were issued within the period of limitation.

21. The period of three years if computed from the date of dishonour, i.e. 05.02. 2020 ended on 04.02.2023 while the present Suit has been filed on 12.09.2024.

22. However, the limitation commenced from 05.02.2020. The calculation of the limitation as propagated by the Respondent, is the correct way of calculating the limitation and the proposed calculation of the Appellant, is contrary to the aforesaid Judgment of the Hon'ble Supreme

Court of India and of this Court.

23. The Suit was filed well within the period of limitation and therefore, the Application under Order VII Rule 11 CPC, was rightly dismissed.

Dismissal of Leave to Defend Application:

24. ***The next aspec***t for consideration is whether the **Leave to Defend** filed on behalf of the Appellant in April 2025, disclosed any grounds for grant of Leave to Defend.

25. It is the case of the Plaintiff/Respondent that he had given a loan of Rs.9,70,000/- to the Appellant through bank transfer, on an assurance that it would be returned within 30 months along with the agreed interest. Two cheques of Rs.5,00,000/- each dated 05.02.2020, had been issued by the Appellant, which on presentation were dishonoured.

26. The ***first defence*** of the Appellant in the Leave to Defend Application was that no Bank Account of the Plaintiff, was placed on record to confirm the transfer of Rs.9,70,000/-, in the Account of the Appellant. However, there is no explanation for the two cheques of Rs.5,00,000/- each issued by the Appellant in favour of the Plaintiff, which got dishonoured. The Leave to Defend is absolutely silent in respect of these two cheques under Section 118 of the Negotiable Instruments Act. Once the cheque had been issued by the drawer, there is a presumption that it has been issued for an outstanding liability. The onus was on the Appellant at least claim some defence to explain the issuance of cheques, but the Leave to Defend Application is blissfully silent in respect of the two cheques.

27. Learned counsel for the Appellant has vaguely argued that the Appellant admits receiving Rs.4,00,000/- from the Respondent as investment in his business. However, the Appellant suffered losses in his

business and therefore, the Plaintiff was not entitled to any refund. This argument has figured only for the first time in the course of the arguments, but found no mention in the Leave to Defend Application.

28. The only defence being agitated in the ***Leave to Defend*** Application was that the Plaintiff has not produced his Bank Statement to show the RTGS transfer, but that becomes immaterial in the light of subsequently issued two cheques by the Appellant. The learned District Judge has rightly observed that only frivolous and moonshine defence were being raised by the Appellant, which did not raise any triable issue and dismissed the Leave to Defend Application.

29. There is no merit in the present Appeal to set aside the decree dated 05.03.2025. The Appeal is hereby dismissed, as being without merit.

30. The pending Applications, if any, are disposed of, accordingly.

NEENA BANSAL KRISHNA, J

JANUARY 21, 2026/RS