



2026:DHC:984-DB



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

Date of decision: 04th February 2026

+ RFA(COMM) 470/2025 & CM APPL. 50484/2025

1. M/S MAPELE ENGINEERS INDIA

2. MR. BIDYUT CHATTOPADHYAY

PARTNER, M/S MAPELE ENGINEERS INDIA

BOTH AT:

306, 3rd FLOOR, PINNACLE TOWER,

A42/6, SECTOR-62, NOIDA, U.P-201301

.....APPELLANT

Through: Mr. Rakesh Kumar, Mr. Ankit
Kumar, Mr. Aman Kumar,
Advs.

Versus

M/S REGENT ENGINEERS PVT. LTD.

SHOP NO.1, 1997, FIRST FLOOR, SONA BAZAR,

BHAGIRATH PALACE, DELHI-110006

.....RESPONDENT

Through: Mr. Anil Kumar Hajelay and
Mr. Anant Kumar Hajelay,
Advs.

CORAM:

HON'BLE MR. JUSTICE NITIN WASUDEO SAMBRE

HON'BLE MR. JUSTICE AJAY DIGPAUL

JUDGMENT (ORAL)

NITIN WASUDEO SAMBRE, J.

1. This appeal has been filed by the original defendants under Section 13(1) of the Commercial Courts Act, 2015 read with Section 96 of the Code of Civil Procedure, 1908 (hereinafter referred to as



“CPC”).

2. The learned Commercial Court, *vide* judgment dated 17th May, 2025, while appreciating the contentions of the respondent–plaintiff *qua* the scheme under the provisions of Order XIII-A of the CPC, decreed the suit.

3. The facts necessary for deciding the present appeal are, respondent–plaintiff who is engaged in the business of trading electrical goods, entered into a transaction with the present appellant–original defendant no. 1, a partnership firm, and defendant no. 2, its partner, based on the quotation dated 24th May, 2022.

4. The said quotation was in relation to supply of “*OBO Bettermann*” Brand material for ‘Lightening Protection System’ for one of the plaintiff’s worksite, namely, Amrita Hospital at Faridabad.

5. Accordingly, a Letter of Intent for material worth Rs.5,00,000/- was sent through e-mail on 1st June, 2022 by the appellants–original defendants to the respondent–plaintiff. *Vide* e-mail dated 2nd July, 2022, the appellants–original defendants instructed the respondent–plaintiff to supply the material in different lots/batches. Pursuant to the instructions of the appellants herein, the respondent–original plaintiff supplied the first lot of material against Invoice No. TI-2217 dated 15th July, 2022 at a cost of Rs.4,50,113/-, which amount was payable by 29th August, 2022, failing which interest at the rate of 18% per annum was agreed to be paid by the appellants–original defendants. The appellants–original defendants accordingly made payment of Rs.1,50,113/- till 29th August, 2022; however, failed to pay the balance amount of Rs.3,00,000/-.



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6. Such default on the part of the appellants—original defendants in making payment of Rs.3,00,000/- prompted the respondent—plaintiff to issue a notice dated 1st June, 2024, demanding payment of the aforesaid amount along with interest.

7. The mediation taken recourse to, since failed, the suit came to be initiated for recovering a sum of Rs.4,26,101/-, which includes principal amount of Rs.3,00,000/-; Rs.1,15,101/- towards interest from 29th August, 2022 till 15th October, 2022 and Rs.11,000/- as fee for Legal Notice. *Pendente lite* interest was sought to be recovered @ 18% per annum from the date of filing of the suit till its realization.

8. The suit was contested by the appellants—original defendants by filing a written statement, wherein the defence set up was that the material supplied by the respondent—plaintiff was not as per the agreed terms and suffered from quality issues. It was further contended that the supply of material was delayed by the respondent—plaintiff, which caused financial loss to the appellants—original defendants, and consequently.

9. On merits, it is urged that the claim of the respondent-plaintiff was denied in its entirety.

10. The respective parties including that of the plaintiff filed documents which are in the form of exchange of communication viz. communication dated 30th March, 2024 sent by the appellants to the respondent, wherein a request for grant of additional time for arrangement of payment was made. The defence that was set up by the appellants was based on three issues- (a) the material that was supplied was defective; (b) there was delay in supplying the material and (c) the



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requisite consideration towards the material supplied was paid.

11. Based on the aforesaid documents which are in the form of *e-mails*, the respondent-plaintiff initiated proceedings under Order XIII-A Rule 1 of the CPC for drawing summary judgment.

12. The said application was based on the dues being not disputed by the respondent to the extent of one claimed in the suit.

13. The said claim, made by way of an application, was disputed by the present appellants—original defendants by filing a reply. It was contended therein that the following documents, pertaining to the exchange of communications between the parties, were either admitted or that the contents thereof were not admitted, *viz.:*

Sl.No.	E-mail dated	Sent by	Admitted/Contents not mail not admitted.
1.	Mail dated 12.05.2022	-----	Admitted
2.	Mail dated 24.05.2022	Respondent to Appellant	Mail received but contents denied
3.	Mail dated 01.06.2022	Appellant to Respondent	Admitted
4.	Mail dated 02.07.2022	Appellant to Respondent	Admitted



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5.	Mail dated 30.03.2024	Appellant to Respondent	Contents of mail not admitted.
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14. Based on the aforesaid, the learned Commercial Court proceeded to evaluate the claim of the present appellants. The learned Commercial Court noted that the claim was denied by the appellants mainly on three counts, as referred to hereinabove. The learned Commercial Court further observed that once it is admitted that an e-mail was issued on 30th March, 2024 by the present appellants, the question of denying its contents does not arise, particularly as the appellants themselves claim that the entire payment towards the supply of material has been made.

15. The appellants have failed to demonstrate any payment made by them, but for the payment received by the respondent–plaintiff as disclosed in the plaint.

16. Apart from the above, the contention of the appellants that the material was defective and was supplied at a belated stage are concerned, there is not an *iota* of evidence brought on record through the reply filed by the appellants to demonstrate that at the appropriate stage, they had lodged any protest on the basis of such conduct.

17. That being so, the learned Commercial Court proceeded to pass the summary judgment exercising summary powers under Order XIII-A Rule 6 of CPC and as such, the present appeal.

18. Amongst others, the contentions are that the appellants should have been given opportunity of proving their claim that the liability was not admitted by him pursuant to the alleged e-mail dated 30th March,



2024 by framing the issues and permitting it to adduce evidence. His further contentions are that there exists another transaction in relation to which the contents of e-mail dated 30th March, 2024 can be referred to and as such, same can be explained only by adducing evidence.

19. As such, it is claimed by learned counsel for the appellants that the very requirement for exercising powers for delivering summary judgment as contemplated under Order XIII-A Rule 1 of CPC is not made out and that being so, the appeal needs to be allowed.

20. We have heard the contentions.

21. The issue sought to be canvassed is required to be dealt with under the scheme of Order XIII-A of the CPC, which deals with the summary judgment. The procedure prescribed under the said Order is specifically framed for deciding suits without recording evidence.

22. One of the objects is to have the decisions in a commercial suits decided expeditiously, which otherwise is prescribed under the aims and objects of the Commercial Court Act, 2015.

23. The procedure provided under the aforesaid Order XIII-A for summary judgment may be invoked at the instance of either the plaintiff or the defendant, however, such recourse has to be taken thereunder after the summons have been served on the defendant or before the issues in respect of the suit claim are framed.

24. Under Rule 3 of Order XIII-A, it is open to the Court to deliver a summary judgment against the plaintiff or the defendant on a claim, if the plaintiff has no real prospect of succeeding in the claim or the defendant has no real prospect of successfully defending the claim.

25. The Court can also deliver the summary judgment if there are



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compelling reasons as to why the claim should not be disposed of without recording the evidence.

26. The application for summary judgment which is to be moved in accordance with the procedure under Sub-rule 1 of Rule 4 of the Order XIII-A contemplates that such application must contain or satisfy the requirement under the clause (a) to (f) thereunder.

27. Before deciding the application for summary judgment, it is mandatory for the learned Commercial Court to grant opportunity of hearing to the other side and the time to grant such opportunity including that of reply to the application is prescribed to be 30 days' notice.

28. The other side to the application for summary judgment is required to disclose its contents to the application in addressing the points set out in clause (a) to (f) of Sub-rule 3 of Rule 4 of Order XIII-A.

29. The said Order further empowers the Court to pass a conditional order or decide the application in terms of the Rule 6 of Order XIII-A.

30. Under the provisions of Order VI Rule 1 of the CPC, "pleadings" are defined to mean a plaint or a written statement. Further, under Rule 2 of Order VI material facts are required to be pleaded and not the evidence.

31. A plaint, which is required to contain pleadings, shall contain the particulars as provided under Order VII Rule 1.

32. Order VIII of the CPC deals with written statements. Rule 3A thereof was incorporated and brought into effect from 23rd October 2015, which reads as under:



“[3A. Denial by the defendant in suits before the Commercial Division of the High Court or the Commercial Court.— (1) Denial shall be in the manner provided in sub-rules (2), (3), (4) and (5) of this Rule.

(2) The defendant in his written statement shall state which of the allegations in the particulars of plaint he denies, which allegations he is unable to admit or deny, but which he requires the plaintiff to prove, and which allegations he admits.

(3) Where the defendant denies an allegation of fact in a plaint, he must state his reasons for doing so and if he intends to put forward a different version of events from that given by the plaintiff, he must state his own version.

(4) If the defendant disputes the jurisdiction of the Court he must state the reasons for doing so, and if he is able, give his own statement as to which Court ought to have jurisdiction.

(5) If the defendant disputes the plaintiff's valuation of the suit, he must state his reasons for doing so, and if he is able, give his own statement of the value of the suit.]”

33. The aforesaid Rule provides that the denial of a claim by the defendant in a suit before the Commercial Court should be in accordance therewith. Sub-rule (1) of Rule 3A contemplates the denial to be in the manner provided under sub-rules (2), (3), (4), and (5) of this Rule.

34. Sub-rule (2) of Rule 3A provides that the defendant, in the written statement, is required to state which of the allegations in the particulars of the plaint he denies and which he is unable to deny or admit. He is equally required to state which of the allegations he wants



the plaintiff to prove and which allegations he admits.

35. Sub-rule (3) of Rule 3A provides for the conduct of the defendant in cases where he denies the allegations of fact in the plaint. In such circumstances, he is required to state his reasons for doing so and he is equally required to state his different version, if any, of the events from that pleaded by the plaintiff. He is required to mention his own version.

36. Order XI prescribes the procedure for disclosure, discovery, and inspection of documents in suits before the Commercial Division of the High Court or a learned Commercial Court.

37. Rule 4 thereunder provides for admission or denial of documents. Rule 4 reads thus:-

“4. Admission and denial of documents. — (1) Each party shall submit a statement of admissions or denials of all documents disclosed and of which inspection has been completed, within fifteen days of the completion of inspection or any later date as fixed by the Court.

(2) The statement of admissions and denials shall set out explicitly, whether such party was admitting or denying:—

(a) correctness of contents of a document; (b) existence of a document;

(c) execution of a document;

(d) issuance or receipt of a document;

(e) custody of a document.

Explanation.—A statement of admission or denial of the existence of a document made in accordance with sub-rule (2) (b) shall include the admission or denial of the contents of a document.

(3) Each party shall set out reasons for denying a document



under any of the above grounds and bare and unsupported denials shall not be deemed to be denials of a document and proof of such documents may then be dispensed with at the discretion of the Court.

(4) Any party may however submit bare denials for third party documents of which the party denying does not have any personal knowledge of, and to which the party denying is not a party to in any manner whatsoever.

(5) An Affidavit in support of the statement of admissions and denials shall be filed confirming the correctness of the contents of the statement.

(6) In the event that the Court holds that any party has unduly refused to admit a document under any of the above criteria, – costs (including exemplary costs) for deciding on admissibility of a document may be imposed by the Court on such party.

(7) The Court may pass orders with respect to admitted documents including for waiver of further proof thereon or rejection of any documents.”

38. A perusal of sub-rule (3) of Rule 4 of Order XI further makes it clear that the said Rule specifically casts a duty upon the parties, like the defendant, to set out reasons for denying the documents on any of the grounds mentioned therein.

39. If we consider the case of the appellants-defendants, we must have regard to the nature of the pleadings in the written statement of the appellants.

40. In the written statement of the appellants, paragraph 3 of the preliminary submissions and paragraphs 5, 8, and 10 of the para-wise



reply read as under:

“3. It is submitted that the Defendant had approached to the Plaintiff to supply the material of “OBO Bettermann” brand for “Lightening Protection System” for the site Amrita Hospital, Faridabad. It is worth noting here that the defendant has placed the order in absolute good faith but materials were not supplied as per the agreed terms as having quality issues further the supplied of the said materials was delayed which have caused immense financial loss to the Defendant company. Thus the Defendant Company is entitled to receive damage from the Plaintiff account of loss suffered due to supply of inferior company on quality and delay in the supply of the material.

Parawise Reply:

5. It is denied that material was supplied against Invoice No.TI- 2217 dated 15.07.2022 for Rs.4,50,113/- and as per the terms, the Plaintiff was entitled to receive interest @ 18% per annum from the Defendant. It is submitted that the Plaintiff raised the said invoice unilaterally and supplied the materials which were not in consonance with the terms of the Purchase Order. Moreover, the said materials were defective.

8. It is not admitted that the Defendants have received the legal notice, therefore, no question arise for giving the reply to the said legal notice. However, it is submitted that the said notice may be received by the Gate Keeper/Guard but not communicated to the Defendants.

10. It is denied that the Defendants have been illegally and unauthorizedly retaining the aforesaid outstanding principal amount of Rs.3,00,000/- of the Plaintiff and as per



the terms and conditions mentioned on the invoice, the Defendants are liable to pay interest @ 18% per annum from due date of payment. It is further denied that a sum of Rs.1,15,101/- is due on account of interest from 29.08.2022 till 15.10.2024 and a sum of Rs.11,000/- is due as fees for service of legal notice. It is further denied that a sum of Rs.4,26,101/- is due against the Defendants at the time of filing of the suit. It is submitted that the Defendants are not liable to pay any amount to the Plaintiff”

41. From the aforesaid pleadings, if evaluated in the light of the provisions of Order VIII referred to above, particularly Rule 3A, it can be easily inferred that the written statement of the defendant lacks the very basic pleadings mandated under Rule 3A of Order VIII.

42. Not only the denial in the written statement is not in accordance with sub-rules (2), (3), (4), and (5) of the said Rule, but such denial is also non-specific, vague, and general in nature.

43. Under sub-rule (2) of Rule 3A, the defendant, in his written statement, has failed to mention as to which of the allegations in the particulars of the plaint he denies, which allegations he is unable to admit or deny, which allegations he requires the plaintiff to prove, and which allegations he admits.

44. Under sub-rule (3) of Rule 3A, the appellants were required to state, in respect of the allegations generally denied by them, their reasons for doing so and his version of events as different from that of given by the plaintiff.

45. A perusal of the written statement would reveal that a vague statement is made by the appellants about material, that the same were



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not supplied as per agreed terms as it had quality issues and same was supplied at a delayed stage, which has resulted in financial loss.

46. As mandated under sub-rules (2) and (3) of Rule 3A of Order VIII, the appellants/original defendants have not stated which allegations of fact in the plaint they deny and their reasons for denying so, or their version of events, if any, different from that of the plaintiff.

47. A similar stand appears to be taken even in the reply preferred by the appellants to the application for summary judgment. In the said reply, appellants appear to have relied on contents of written statement by referring to the same.

48. It is borne out from the record that before the issues were framed, the respective parties had completed their pleadings. As regards the documentary evidence, the case of the respondent–plaintiff is based on communications in the form of e-mails, the orders issued which led to the supply of material by the plaintiff and the acknowledgment.

49. The said reply is carefully perused in the light of the respective pleading in the plaint, written statement and an application moved under Rule 4(1) of Order XIII-A by the respondent-plaintiff. Not only the reply to the summary judgment does not disclose the material fact but also the appellants have failed to furnish the reasons as to why the relief sought by the plaintiff should not be granted.

50. But for denying entire claim and conveniently disputing the contents of mail dated 30th March, 2024, there is no reason set out by the appellants based on either pleadings or documentary evidence to infer that the suit is required to be decided only after recording the evidence *i.e.*, complete trial.



51. We have already hereinbefore referred to Rule 4 of Order 11.

52. As far as the e-mails are concerned, from the chart of documents reproduced in paragraph 13, which is in response to the mandate under Order XI Rule 4 regarding admission and denial of documents, we have already noticed that existence of document is not disputed, however, what is disputed is contents therein.

53. It was expected of the appellants not only to explain such denial but also to put forth their case in the written statement so also in the reply to the application for summary judgment. It is worth to mention here that, it is upon oral assessment of the pleadings of the rival parties, it is for the Court to dispense with the proof of the document.

54. The appellants have failed to conduct themselves in accordance with the provisions of Order VIII Rule 3A as well as Order XI Rule 4. In such an eventuality, the Commercial Court cannot be inferred to have conducted itself contrary to the aforesaid provisions in the matter of decreeing the suit.

55. In the aforesaid background, what is required to be appreciated is a summary judgment can be delivered, in case, it is noticed that the appellants–defendants have no real prospect of successfully defending the claim put forth by the plaintiff–respondent.

56. The fact remains that the only explanation coming forward during the course of hearing of present appeal from the appellants is the aforesaid mail or the mail dated 30th March, 2024 was in relation to some different transactions.

57. When confronted the appellants are unable to demonstrate from the record as to which other transaction the appellants had with the



defendant.

58. Apart from above, the appellants at no point of time has contested the claim or raised an objection or protest *qua* the quality or delayed supplies allegedly made by the respondent.

59. In such an eventuality, the learned Commercial Court, in our opinion, was justified in proceedings against the appellants to infer that the appellants-defendants have no real prospect of successfully defending the claim. Such opinion has been formed by the learned Commercial Court, having regard to the replies submitted by the appellants under sub-Rule (3) of Rule 4 of Order XIII-A.

60. These Two e-mails are to be appreciated in the facts of the case *viz.* the e-mails dated 30th March, 2024 and 2nd July, 2022.

61. The aforesaid e-mails categorically disclose that the appellants acknowledged the receipt of the material and their liability to make payment to the plaintiff. The only defence raised by the appellants of the aforesaid two e-mails is that the first e-mail dated 2nd July, 2022 is admitted, including its contents, whereas the contents of the e-mail dated 30th March, 2024 are not admitted, however, receipt of said mail was not disputed.

62. If we consider both these mails, there is a reason to believe that the appellants cannot, in real terms, dispute the contents of the said e-mail, having accepted that such e-mail was issued and is in the possession of both the parties to the suit. The contents of these mails can be inferred to be establishing the case of the plaintiff, if are read and appreciated in the light of other documents and rival pleadings.

63. Though the appellants-defendants in the reply to the application



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for summary judgment have pleaded that the contents of the material can be proved through recording of evidence, however, if the pleadings of the plaintiff, the pleadings in the written statement, the contents of the emails referred above and that of plea raised in the application for summary judgment and reply thereto, sufficiently establishes and as rightly so inferred by the learned Commercial Court, that the appellants-defendants had no prospect of successfully defending the claim.

64. In such an eventuality, we see no reason to cause interference in appellate jurisdiction, as no infirmity could be noticed with the judgment under challenge delivered by the Commercial Court. Rather we are satisfied that the judgment delivered by the Commercial Court is in tune with the provisions of the Order XIII-A of the CPC.

65. That being so, the appeal *sans* merit and is, accordingly, dismissed.

66. Pending application also stands disposed of.

67. Copy of the Judgment be uploaded on the website of this Court.

**NITIN WASUDEO SAMBRE
(JUDGE)**

**AJAY DIGPAUL
(JUDGE)**

FEBRUARY 4, 2026/ay/sky/sk