



2026:DHC:2556



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

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*Reserved on: 09th January, 2026
Pronounced on: 27th March, 2026*

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RSA 139/2025 & CM APPL. 56484/2025

KANWAR PAL SINGH RAGHAV

S/O. Shri Sripal Singh Raghav

R/O Naurangabad (Near Lodhi Guest House),

G.T. Road, Aligarh, U.P.

.....Petitioner

Through: Mr. Saurabh Kansal and Mr. Deepak
Pandey, Advocates.

versus

M/S BANSAL TEXTILES

Through Proprietor Arun Kumar

1049-50, 1st Floor, Main Bazaar,

Kuncha Natwa, Chandni Chowk, Delhi-110006.

.....Respondent

Through:

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. Regular Second Appeal under Section 100 of Civil Procedure Code (*hereinafter referred to as 'CPC'*) has been filed against the Judgment and Decree dated 07.02.2020, whereby the learned Civil Judge has decreed the



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Suit filed by the Plaintiff for a sum of Rs.1,21,351/- along with interest @ 18% per annum from the date of filing of the Suit till realization, which has been upheld by learned District Judge vide Judgment and Decree dated 14.05.2025 in RCA DJ 61/2020 though the interest has been modified to 18% per annum from 13.08.2013 to 16.12.2014 and thereafter, 6% per annum from the date of filing of the Suit till realization of the decretal amount.

2. The *facts in brief* are that the Respondent/Plaintiff filed a Suit bearing No.98720/16, for Recovery of Rs.1,86,849/- along with interest @ 18% per annum.

3. The Plaintiff, Proprietor of the Firm M/s Bansal Textiles was a wholesale dealer of sarees and sales of goods to the retail shop keepers. The Defendant/Appellant being the retail shopkeeper, had been purchasing the cloth items from the Plaintiff since 01.04.2012. The goods were supplied to the Defendant/Appellant vide eight Bills bearing No.2384, 2386, 2752, 2753, 2911, 3062, 3309 and 3719 and the goods were received by the Defendant/appellant, who acknowledged the delivery by signing on the back of these eight Bills.

4. The Plaintiff claimed that the Defendant against the outstanding liability, issued three Cheques amounting to Rs.20,000/-, Rs.25,000/- and Rs.20,000/- dated 16.07.2013, 26.10.2013 and 02.07.2014 respectively. The Cheques, on presentation, were returned unpaid by the Bank of Defendant No.2, on account of '*Insufficiency of Funds*'.

5. The Plaintiff then made several requests to the Defendants to return the money, and Legal Notice dated 15.07.2014 and 19.07.2014 were served upon the Defendants, claiming the recovery of Rs.1,86,849/-. Since the



Defendants failed to return the money, the *Suit for Recovery of Rs.1,86,849/- along with interest @ 18% per annum was filed.*

6. The **Defendant No.2 filed the Written Statement**, wherein it was claimed that the payments against the purchase of entire goods has already been made to the Plaintiff against Receipt. He had paid in all Rs.1,90,000/-, through several Receipts. The Plaintiff had acknowledged the payment of Rs.1,05,271/- from the Defendant through Receipt. The total payment claimed is Rs.2,95,271/- while the alleged total sale made was of Rs.2,92,120/-. In fact, the Defendant had made extra payment of Rs.3,151/- under mis-calculation and he was entitled to recover the same.

7. The Defendants further asserted that in the night of 02.07.2014, the Shop of the Defendant caught fire and most of the goods and some Receipts issued by the Plaintiff in respect of the payments made by him, were destroyed for which reason the Defendant was unable to produce the remaining Receipts in the Court, to show that the entire payment has been made by the Defendant. Furthermore, the Receipts filed by the Defendant shows that the payment made by him in the account of the Plaintiff, has not been credited in the Statement of Account, filed by the Plaintiff. Hence, the Suit was false and frivolous and was liable to be dismissed.

8. The Plaintiff/Respondent in the **Replication**, reaffirmed the assertions made in the Plaint and explained that there was an outstanding amount of Rs.1,86,849/-, for which the Suit had been filed.

9. The **Issues** on the pleadings were framed by the learned Civil Judge on 25.03.2017 as under :

(i) Whether the plaintiff is entitled to a recovery as prayed for? OPP



- (ii) *Whether the suit in hand is entitled to interest, if yes, for what period and for what rate? OPP*
- (iii) *Whether suit is not filed by duly authorized person and therefore, suit is not maintainable in the present form? OPD*
- (iv) *Whether defendant is entitled to recovery of Rs.3151/-? OPD*
- (v) *Whether this court does not have no territorial jurisdiction? OPD*
- (vi) *Relief.*

10. The Issue No.4: Whether the defendant was entitled to recovery of Rs.3,151/- was in fact pertaining to the counter-claim of Defendant No.2.

11. The Plaintiff Arun Kumar examined himself as **PW1**, while Defendant No.2 examined *DW1 Sh. Kumar Pal Singh Raghav*, in support of their respective case.

12. Learned Civil Judge considered the evidence of both the parties and concluded that the alleged payments made by the Defendant, were not against the Invoices in respect of which the Suit was filed, but it was held that there was a payment of Rs.18,000/- reflected in Ex.PW1/DX1 which was shown to be made by the Defendant, was liable to be deducted from Rs.1,90,000/-. It was held that payment of Rs.1,72,000/- by the Defendant was proved *In so far as the claim of the Appellant for recovery of Rs.3151/- was concerned, it was held against the Appellant/Defendant.* Consequently, after giving an adjustment, the **Suit of the Plaintiff was decreed in the sum of Rs.1,21,351/- along with interest @ 18% per annum.** The Suit of the Plaintiff was consequently, decreed.



13. The **Appeal** vide RCA DJ 61/2020 was filed before the **learned District Judge**, who re-appreciated the Invoices and other documents produced by both the parties, and concluded that Rs.18,000/- had been wrongly deducted. In fact, the Plaintiff was entitled to Rs.1,86,849/- but since the Plaintiff had not filed any Appeal, his stand stood restricted to Rs.1,21,351/-. The decree for Rs. 1,21,351/- was upheld. *The interest, however, was modified to be 18% from 13.08.2013 to 16.12.2014, but was modified to 6% per annum from the date of the Suit till realization.*

14. **Aggrieved** by the Decree of learned Civil Judge and dismissal of the Appeal by Ld. District Judge, the Defendant/Appellant has filed the present **Second Regular Appeal**.

15. The *grounds of challenge* are that the impugned Judgment has been passed without considering the defence, as disclosed in the Written Statement. It has not been appreciated that the Appellant had made full and final payment towards the purchase of the goods from the Respondent, which was duly substantiated by documentary evidence, including multiple payment receipts placed on record. The transaction between the Appellant and the defendant reflected that the Appellant had been regularly making the 70%- 75% payment against each Invoice, either on the same day or shortly thereafter.

16. It has also not been appreciated that the Appellant's shop caught fire in an incident in July, 2014 wherein some payment Receipts were destroyed.

17. The learned Courts erred in not appreciating that after 13.08.2013, there were no further transactions between the parties and all the payments had been duly settled. The documents and the record filed by the Respondent/Plaintiff himself, clearly established the full and final payment.



The impugned Judgments of the learned Civil Judge and the learned District Judge are, therefore, liable to be set aside.

Submissions heard and record perused.

18. The learned Trial Court as well as the learned District Judge had considered the evidence and the documents filed by both the parties and had found that the alleged payments claimed by the Defendant, did not pertain to the eight Invoices on which the reliance had been placed by the Plaintiff. Though it was found that there was some discrepancy in the accounts and the Suit of the Plaintiff was accordingly, decreed by the learned Trial Court in the sum of Rs.1,21,351/- by giving an adjustment of certain amount of Rs.18,000/- to conclude that the payments made by the Defendants were of Rs.1,72,000/-. The interest was accordingly, granted.

19. The learned **Appellate Court** upheld the Judgment on merits, though modified the *pendente lite* and future interest till realization.

20. In the present case, the only ground of challenge is that the documents of the Plaintiff and his defence, have not been correctly appreciated. However, the entire challenge is to the findings on the facts and *no Substantial Question of Law has been raised*.

21. The findings of the learned Trial Court which are upheld by the learned Appellate Court, is clearly based on the appreciation of the Invoices and the documents of the parties. The Appellant has not been able to show that the alleged payments made by him except those which were accepted by the court i.e. for Rs.1,72,000/- towards the Invoices, on the basis of which the Suit was filed.

22. There is no merit in the present Appeal and no Substantial Question of Law has been raised. The Appeal is, therefore, dismissed.



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23. The Appeal stands disposed of accordingly along with the pending Application(s).

**(NEENA BANSAL KRISHNA)
JUDGE**

MARCH 27, 2026

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