

Neelam Chopra vs Rumil Kapoor on 14 January, 2025

IN THE COURT OF SENIOR CIVIL JUDGE CUM RENT
CONTROLLER (WEST), TIS HAZARI COURTS, DELHI
Presided by : Ms. Richa Sharma

Civil Suit No. 1407-19

CNR No. DLWT03-002559-2019

Mrs. Neelam Chopra
W/o. Sh. Ravi Chopra
R/o. K-3, Rajouri Garden,
New Delhi - 110027.
Through Attorney Holder Sh. Ravi Chopra.

....Plaintiff

Versus

Sh. Rumil Kapoor
13/66, Subhash Nagar,
New Delhi - 110027.

....Defendant

Date of Filing of the suit	:	12.09.2019
Date of Judgment	:	14.01.2025
Decision	:	Decreed

JUDGMENT

1. The present suit has been filed by the plaintiff for recovery of Rs.2,00,000/- under Order XXXVII of The Code of Civil Procedure, 1908, hereinafter referred to as the CPC along with future interest at the rate of 24% per annum, from the date of filing of the suit till its realization.

BRIEF FACTS OF THE MAIN CASE

2. In brief, the facts of the present case as per plaint are, that the defendant and the plaintiff were old acquaintances and had conducted shows together. It has been averred, that on 05.01.2019, the defendant approached the plaintiff for a friendly loan of Rs.2,00,000/- for ten days as he was in desperate need of money and he told that he will return the said amount on 15.01.2019.

3. It has been averred, that on 15.01.2019, when the defendant did not return the money, the plaintiff approached him and a meeting was fixed between the plaintiff and the defendant and a common friend Sh. Anil Rattan was also present in the meeting. In the said meeting, the defendant requested for some more time to repay the sum of Rs.2,00,000/- and accordingly, plaintiff granted 15 days more time to the defendant to repay the said loan.

4. It has been averred, that on 02.02.2019, again a meeting was fixed between the plaintiff and the defendant and Sh. Anil Rattan was also present in the said meeting and the defendant again requested for three months more time to repay the sum of Rs. 2,00,000/- and accordingly, plaintiff

asked for a cheque and the defendant gave a cheque drawn on IDBI Bank bearing no. 456325 dated 10.05.2019 for Rs. 2 Lakh.

5. It has been averred, that when the plaintiff presented the said cheque, the same got dishonored and was returned with remarks "payment stopped by the drawer", vide cheque returning memo dated 29.05.2019. It has been averred, that the plaintiff informed the defendant about the return of the cheque, however the defendant did not pay any heed and refused to make any payment. It has been averred, that thereafter, the plaintiff sent a legal notice dated 11.06.2019 through her counsel and the same was duly served upon the defendant. Despite service of legal notice, defendant did not comply with the same. Lastly, it is prayed, that the present suit be decreed in favour of the plaintiff and against the defendant.

6. Summons of the suit were sent to the defendant and the defendant was duly served. Thereafter, he filed an application for leave to defend, which was allowed vide order of this Court dated 06.10.2021. Thereafter, Written Statement was filed by the defendant.

WRITTEN STATEMENT FILED BY THE DEFENDANT

7. It has been contended, that the present suit is filed by the plaintiff at the instance of her husband Shri Ravi Chopra who had been associated with the defendant in the Organization of an Event of 18th Chalchitra Award Nite which was held at Talkatora Stadium, New Delhi on 11th of January, 2019. It has been contended, that the suit without impleading Sh. Ravi Chopra as a party is bad for non-joinder of necessary parties, who claimed himself to be the Proprietor of R.B. Chopra Production and he had entered into a deal with the defendant by virtue of which he became a Partner in the aforesaid Programme / Event and after mutual discussions between the Husband of the plaintiff and the defendant.

8. It has been contended, that a written Agreement dated 21 st December, 2018 was executed by virtue of which an amount of Rs. 10,00,000/- was to be paid to the defendant as initial investment in the aforesaid Programme /Event and out of which an amount of Rs.1,000,000/- was paid in cash on 20th December, 2018 and the Second Installment of Rs.4,50,000/- was paid on 24th of December, 2018 through RTGS and another sum of Rs. 4,50,000/- was payable but only Rs.4,00,000/- was paid on 26 December 2018, leaving an amount of Rs.50,000/- to be paid and the same remains unpaid till date.

9. It has been contended, that the Husband of the Plaintiff had himself introduced Sponsors namely AAFL VANESA, ENVY, DENVER, THE RECYCLE & BONJOUR and the payments from these Sponsors were collected by the Plaintiff and her husband Shri Ravi Chopra and of which, the account has not been rendered till date to the defendant and the present suit is an attempt to avoid the rendering of Accounts. It has been contended, that the defendant had been loyal and honest with the Plaintiff and her Husband Shri Ravi Chopra and had duly disclosed the amounts which he had received from his Sponsors i.e. 37 Super Marche, but the Husband of the Plaintiff did not disclose the amounts received by him from the aforesaid Sponsors.

10. It has been contended, that the Post Dated Cheque, bearing No. 456325, drawn on IDBI Bank dated 10/05/2019 for Rs.2,00,000/-, was given in the name of the plaintiff as Security, which was lying with the Plaintiff and her husband, who despite repeated requests, did not return the same on one pretext or the other. It has been contended, that due to the conduct and behaviour of husband of plaintiff, the defendant had shown his annoyance and as such the Plaintiff and her husband became vindictive and filed a Criminal Complaint against the Defendant with regard to the aforesaid Post Dated Cheque bearing Complaint Case No. 4628 of 2019 which was pending in the Court of Learned Metropolitan Magistrate, West District. Tis Hazari, Delhi.

11. It has been averred, that on 6th of May, 2019, the defendant got issued a Legal Notice to the Plaintiff and her Husband Shri Ravi Chopra through Sh. J.C. Mahindroo, Advocate directing them not to present the aforesaid Security Cheque for clearance as the defendant had already got the payment thereof stopped and the said Notice was duly served at their residential address and despite having received the said Notice, an attempt was made by the plaintiff to encash the said post Dated Cheque which was rightly dishonoured by the Banker of the Defendant.

REPLICATION FILED BY THE PLAINTIFF

12. Replication has been filed by the plaintiff to the written statement of the defendant, thereby she has reiterated the facts present in the plaint.

13. It has been submitted, that the present case is based on the cheque issued by the defendant to the plaintiff and plaintiff had no concern with any agreement between her husband and defendant and the entire consideration was given as financial assistance/ friendly loan to the defendant. It has been further submitted, that she had nothing to do with any agreement or business transaction between the defendant and husband of the plaintiff and no cogent explanation is given by the defendant as to why he had given a cheque in favor of the plaintiff, whereas plaintiff's name is nowhere mentioned in the alleged so called agreement dated 24.12.2018.

14. It has been denied that the husband of the plaintiff had got anything to do with the said transaction of friendly loan between the plaintiff and defendant. It has been submitted, that plaintiff was never involved in any business transactions between the defendant and her husband. Furthermore, the defendant has failed to explain as to why he issued/ gave a cheque to the plaintiff even though he had an agreement with the husband of the plaintiff and not with the plaintiff. It is admitted that plaintiff has also filed a complaint case no. 4628 of 2019 which is pending in the court of Shri Om Pal Shokeen, Ld. M.M., District West, Tis Hazari Courts, Delhi.

15. It has been stated, that plaintiff never received any legal notice from the defendant on 06.05.2019 or anytime later. It has been averred, that the defendant is trying to confuse this Court by mixing up his business transactions with his liability towards plaintiff. It has been averred, that the plaintiff was not in India in the month of May 2019 but instead she was with her daughter in Sydney, Australia. It is further denied, that the plaintiff and her husband Shri Ravi Chopra had cheated and defrauded the defendant by presenting the security cheque for clearance.

ISSUES

16. From the pleadings, following issues were framed on 19.04.2022:-

1. Whether the plaintiff is entitled to recovery of Rs.2,00,000/-

from the defendant? OPP

2. Whether the plaintiff is entitled to any interest? If so, at what rate and for which period? OPP

3. Whether the cheque in question was handed over to the plaintiff and her husband as security cheque for the event organized in partnership between the husband of the plaintiff and the defendant? OPD

4. Relief.

EVIDENCE LED BY THE PLAINTIFF

17. In order to prove its case, the plaintiff examined Sh. Ravi Chopra, her AR / husband as PW-1, who filed his evidence by way of affidavit i.e. Ex.PW-1/A. He relied upon the following documents:-

Ex.PW1/1 SPA dated 16.08.2019 notarized on 20.08.2019 Ex.A-2 Certified copy of cheque bearing no. 456325 dated 10.05.2019 filed in the proceedings under Section 138 N. I. Act titled as Neelam Chopra Vs. Rumi Kapoor and cheque returning memo dated 29.05.2019 (mentioned as Ex.PW1/2 and Ex.PW1/3 in the evidence affidavit) Ex.A-1 Certified copy of case bearing no. 4628/19 titled as Neelam Chopra Vs. Rumi Kapoor (mentioned as Ex.PW1/4)

18. PW1 was cross-examined at length by the Ld. Counsel for the defendant.

19. Plaintiff also got examined Sh. Anil Rattan as PW2, who filed his affidavit i.e. Ex.PW2/A. PW2 was also cross-examined at length by the Ld. Counsel for the defendant.

20. Thereafter, the plaintiff evidence was closed on 03.05.2023.

EVIDENCE LED BY THE DEFENDANT

21. In order to prove his case, defendant examined himself as DW-1, and he filed his evidence by way of affidavit i.e. Ex.DW-1/A. He relied upon the document marked as Mark A i.e. the proceedings of the criminal case already filed by the plaintiff. DW1 was cross- examined at length by the Counsel for the plaintiff. Thereafter, the defendant's evidence was closed on 23.09.2024.

22. Pursuant to the completion of evidences advanced by both the parties, the present matter was listed for final arguments.

23. I have heard the final arguments advanced by both the stakeholders at length and have gone through the record carefully. My issue-wise findings are as under :-

ISSUE WISE FINDINGS Issue no. 1, 2 & 3

1. Whether the plaintiff is entitled to recovery of Rs.2,00,000/- from the defendant?
OPP

2. Whether the plaintiff is entitled to any interest? If so, at what rate and for which period? OPP

3. Whether the cheque in question was handed over to the plaintiff and her husband as security cheque for the event organized in partnership between the husband of the plaintiff and the defendant? OPD

24. Issues No. 1 to 3 are taken up together as they entail common questions of law and facts and issue No. 1 has a bearing on the other issues.

25. The burden to prove the first and the second issue of the suit was on the plaintiff and that of the third issue was on the defendant.

26. Before delving into the merits of the case, this Court deems it fit to discuss in brief the law pertaining to the burden of proof as entailed under the earlier Indian Evidence Act and the present Bhartiya Sakshya Adhiniyam 2023.

27. The burden of proof in civil trial is the obligation upon the plaintiff that the plaintiff would adduce evidence that proves his claim against the defendant and is based on preponderance of the probabilities. Under Indian law, until and unless an exception is created by law, the burden of proof lies on the person making any claim or asserting any fact. A person who asserts a particular fact is required to affirmatively establish it. Relevant provisions of the Bhartiya Sakshya Adhiniyam 2023 dealing with burden of proof are produced as under:-

Burden of proof:-

104. Whoever desires any Court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts, must prove that those facts exist.

When a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person.

105. On whom burden of proof lies.--

The burden of proof in a suit or proceeding lies on that person who would fail if no evidence at all were given on either side.

106. Burden of proof as to particular fact.-

The burden of proof as to any particular fact lies on that person who wishes the Court to believe in its existence, unless it is provided by any law that the proof of that fact shall lie on any particular person.

109. Burden of proving fact especially within knowledge.--

When any fact is especially within the knowledge of any person, the burden of proving that fact is upon him.

28. Therefore, on the basis of the law laid down as above, court proceeds with the appreciation of evidence as adduced in the present suit.

29. The plaintiff has examined Sh. Ravi Chopra as PW1. Further, PW-1 in his examination-in-chief has duly placed on record the Special Power of Attorney dated 20.08.2019, which has been exhibited as Ex.PW-1/1. Perusal of the said document shows, that Sh. Ravi Chopra was authorized by the plaintiff, who is also the wife of PW1, to pursue the present case and to depose on behalf of the plaintiff. PW1 has also placed on record the certified copy of cheque bearing no. 456325 dated 10.05.2019 and cheque returning memo dated 29.05.2019 exhibited as Ex.A-2, filed in the proceedings under Section 138 N. I. Act in the case titled as Neelam Chopra Vs. Rumi Kapoor and the certified copy of case bearing no. 4628/19 titled as Neelam Chopra Vs. Rumi Kapoor and exhibited as Ex.A-1.

In support of her case, the plaintiff also got examined Sh. Anil Rattan, in whose presence, the cheque in question was given.

30. Vide the plaint, it is averred by the plaintiff, that on 05.01.2019, the defendant approached the plaintiff for a friendly loan of Rs.2,00,000/- for ten days and when the defendant did not return the said amount on 15.01.2019, the plaintiff approached him and granted 15 days more time to the defendant to repay the said loan. It has been further averred, that again on 02.02.2019, the defendant requested for three months more time to repay the sum of Rs. 2,00,000/- and accordingly issued a cheque drawn on IDBI Bank bearing no. 456325 dated 10.05.2019 for Rs. 2 Lakh to the plaintiff. The said cheque got dishonored on presentation and was returned with the remarks as "payment stopped by the drawer" vide cheque returning memo dated 29.05.2019. Thereafter, plaintiff sent a legal notice dated 11.06.2019, however the defendant did not comply with the legal notice.

31. Thus, on the basis of the documents placed on record, plaintiff has duly established that the cheque in question was issued by the defendant in favour of the plaintiff.

32. In view of the above, what is now left to be assessed by this court is whether the cheque in question had been given as a security cheque or for discharge of the liability of the defendant.

33. The principal defense of the defendant in the present case is, that the husband of the plaintiff had been associated with the defendant in organization of an event of 18th Chachitra Award Night, Held at Tal Katora Stadium on 11.01.2019 and they had entered into a deal by virtue of which an agreement dated 31.12.2018 was executed and an amount of Rs.10,00,000/- was paid to the defendant as an initial investment in the aforesaid program/ event. However, pursuant to the said event, the husband of the plaintiff i.e. Ravi Chopra had neither rendered the account to the defendant nor had disclosed the amounts which he had received from the sponsors that were arranged at the event. It is further the defense of the defendant, that the post dated cheque in question bearing 456325 drawn at IDBI bank dated 10.05.2019 for Rs.2,00,000/- was given in the name of plaintiff as a security with regard to the event that had been organised and the same was lying with the plaintiff and had not been returned even after the completion of the event.

34. Now in view of the said defense, it is imperative to examine the memorandum of understating entered into and relied upon by the defendant. The said memorandum of understanding is Ex.PW1/D-1 and bare perusal of the said document reveals, that it had been executed between Ravi Chopra i.e. the proprietor of RB Chopra production/ husband of the plaintiff and Rumil Kapoor, CEO, Rumil Art Group/ defendant in the present case. Admittedly, the said memorandum of understanding is not executed between the plaintiff i.e. Smt. Neelam Chopra and therefore the onus was upon the defendant to prove, that if the defendant is relying upon the document Ex.PW1/D1, being the one executed between him and the husband of the plaintiff, then under what circumstances and in what capacity the security cheque was given in the name of the wife of Ravi Chopra and not Ravi Chopra himself, when latter is one of the executor of the MOU i.e. Ex.PW1/D-1. No plausible explanation has been adduced by the defendant to explain as to why the alleged security cheque in question was given in the name of plaintiff when she had nothing to do with the MOU I.e. Ex.PW1/D1.

35. It is apposite to note, that as per term (1) of the MOU, that was executed between the husband of the plaintiff and defendant, it categorically stands decided, that the total payment is already paid by second party to the first party on 20.12.2018 morning in cash and second installment which is of Rs. 4,50,000/- will be released by the second party on 24.12.2018 by RTGS in account of Rumil Art Group and the third and final payment of total Rs. 4,50,000/- will be released by the second party on 26.12.2018 by RTGS in account of Rumil Art Group. Thus, the entire MOU is absolutely silent and there is no iota of whisper with regard to any cheque being given as a security by the defendant to the husband of the plaintiff.

This Court fails to understand that where on one hand, the mode, the manner and even the dates of the payment as per the Term No.1 of the MOU were reduced in black and white in the said document, then why on the other hand, there is not even a whisper of the security cheque that is alleged to be given in the name of the plaintiff by the defendant with respect to the same MOU, without elucidating any plausible explanation of the same not being reduced in writing as one of the terms of the MOU and on the other hand, also being issued in favour of the plaintiff, latter not being

a signatory to the said MOU.

36. At this stage court deems it fit to discuss the law entailed U/s 94 and 95 of Bhartiya Sakshya Adhiniyam, 2023.

37. Section 94 of the Bhartiya Sakshya Adhiniyam provides that, " when terms of a contract or of a grant, or of any other disposition of property, have been reduced to the form of a document, and in all cases in which any matter is required by law to be reduced to the form of a document, no evidence shall be given in proof of the terms of such contract, grant or other disposition of property, or of such matter, except the document itself or secondary evidence of its contents in cases in which secondary evidence is admissible under the provisions hereinbefore contained". Thus, on the basis of the above codified law, it is explicit that no oral evidence can be given of any term of an agreement otherwise than explicitly permitted by law. Therefore, in the light of the written MOU Ex.PW1/D-1 that was executed between the husband of the plaintiff and the defendant, thereby explicitly reducing in writing the terms of the understanding, the defendant was explicitly barred by provision of Section 94 to lead any evidence with respect to the terms otherwise embodied in documented form unless the same is permitted as per proviso to Section 95 of the Bhartiya Sakshya Adhiniyam but even to that extent no evidence has been led by the defendant to enable him to establish his case to be falling under any of the proviso appended with Section 95 of the Bhartiya Sakshya Adhiniyam.

38. Section 95 of Bhartiya Sakshya Adhiniyam, 2023 provides that, "when the terms of any such contract, grant or other disposition of property, or any matter required by law to be reduced to the form of a document, have been proved according to the last section (Section

94) no evidence of any oral agreement or statement shall be admitted, as between the parties to any such instrument or their representatives in interest, for the purpose of contradicting, varying, adding to, or subtracting from, its terms:"

39. At this stage court deems it fit to place reliance on the Judgement of " Roop Kumar vs. Mohan Thedani (2003) 6 SCC 595" , the Hon'ble Supreme Court commented on section 91 of the Evidence Act by observing that:-

"13.....This section merely forbids proving the contents of a writing otherwise than by writing itself; it is covered by the ordinary rule of law of evidence, applicable not merely to solemn writings of the sort named but to others known sometimes as the best-evidence rule. It is in reality declaring a doctrine of the substantive law, namely, in the case of a written contract, that all proceedings and contemporaneous oral expressions of the thing are merged in the writing or displaced by it. (See Thayer's Preliminary Law on Evidence, Wigmore's Evidence, 0.2406)....." (emphasis supplied)

40. The court further observed that:-

"16..... This rule is based upon an assumed intention on the part of the contracting parties, evidenced by the existence of the written contract, to place themselves above the uncertainties of oral evidence and on a disinclination of the courts to defeat this object. When persons express their agreements in writing, it is for the express purpose of getting rid of any indefiniteness and to put their ideas in such shape that there can be no misunderstanding, which so often occurs when reliance is placed upon oral statements. Written contracts presume deliberation on the part of the contracting parties and it is natural they should be treated with careful consideration by the courts and with a disinclination to disturb the conditions of matters as embodied in them by the act of the parties. (See McKelvey's Evidence, p.294) . As observed in Greenlear's Evidence, p. 563, one of the most common and important of the concrete rules presumed under the general notion that the best evidence must be produced and that one with which the phrase best evidence is now exclusively associated is the rule that when the contents of a writings are to be proved, the writing itself must be produced before the court or its absence accounted for before testimony to its contents is admitted.

17. It is likewise a general and most inflexible rule that whenever written instruments are appointed, either by the requirement of law, or by contract of parties, to be the repositories and memorials of truth, any other evidence is excluded from being used either as a substitute for such instrument, or to contradict or alter them. This is a matter both of principle and policy. It is of principle because such instrument are in their own nature and origin, entitled to a much higher degree of credit than parol evidence. It is of policy because it would be attended with great mischief if those instruments, upon which men's rights depended, were liable to be impeached by loose collateral evidence".

41. Thus, clearly by virtue of Section 94 & 95 of Bhartiya Nyay Sanhita, any agreement if stands codified between the parties, the parties would not be at liberty to go beyond the terms of the agreement unless any of those terms fall within the proviso of Sec. 95 of Bhartiya Nyay Sanhita and same is not the case in hand.

42. It is also vital to note, that the defendant has categorically admitted in his cross-examination, that he has relied upon only the MOU and the same is Ex.PW1/D1. Admittedly the said document is executed only between the defendant and Sh. Ravi Chopra i.e. the husband of the plaintiff and the same has got nothing to do with the plaintiff. Also admittedly the said MOU was executed between the parties with regard to the conducting of a musical show by the defendant and Sh. Ravi Chopra (husband of the plaintiff) and admittedly, the plaintiff is neither a partner nor an executor to the said MOU Ex.PW1/D1. The relevant excerpts of his cross-examination to this effect are as under :-

"I have relied upon the memorandum of understating which is already on record and is Ex.PW1/D1. The same was between me and Sh. Ravi Chopra. In the said MOU there were terms mentioned about conducting a musical show in which I and Ravi Chopra were to be the partners."

43. It is further admitted by the defendant in his cross-examination, that the MOU was entered whereby an amount of Rs.10,00,000/- had to be paid to the defendant and there is no iota of whisper regarding the security cheque to the tune of Rs.2,00,000/- that is stated to be given to the wife of Sh. Ravi Chopra being the plaintiff i.e. Neelam Chopra. The relevant excerpts are as under:-

"I had received an amount of Rs.9,50,000/-, though, Sh. Ravi Chopra was to pay a sum of Rs.10,00,000/-."

44. It is vital to note, that DW-1 has categorically admitted in his cross-

examination, that there is no mention of the name of plaintiff in MOU and so being the case, it was imperative upon the defendant to explain as to why in the absence of plaintiff being a partner or an executant to the MOU, latter being the principle document relied upon by the defendant in the present case, the security cheque of Rs.2,00,000/- was given to the plaintiff being raised in her name. It is further not out of place to mention, that as per the defendant's own admission there is no mention of an amount Rs.2,00,000/- in the MOU. The relevant excerpts of his cross-examination to this effect are as under:-

" It is correct that in the MOU there is no mention of the name of the plaintiff..... It is correct that there was no mention of amount of Rs.2,00,000/- in the same MOU The cheque was taken by Sh. Ravin Chopra in the name of his wife though her name did not appear in the MOU executed between us."

45. It is further a defense taken by the defendant, that he had issued a notice i.e. Ex.DW1/A to the plaintiff to not to present the cheque as he has already stopped the payment of said cheque but simplicitor serving of the notice for non-presentation of the cheque does not perse amount to dilution of the liability that otherwise stands established qua a party. It is further apropos to note, that the cheque in question i.e. Ex.A2 was issued on 10.05.2019 and as per defendant's own admission in his cross-examination the defendant bank account with respect to which cheque was issued did not show the balance of Rs.2,00,000/- during the entire period running from 02.05.2019 to 28.12.2019. The relevant excerpts of his cross- examination to this effect is as under:-

"The bank statement filed by defendant is marked as DW1/A (Colly.). The said bank statement for period 09.05.2019 to 28.12.2019. The cheque belongs to the same account of which I have filed the bank statement and the statement does not show the balance of Rs.2,00,000/- to the entire period of 09.05.2019 to 28.12.2019."

Thus, from the above admission qua the non-existence of a balance to the tune of Rs. 2 Lakh in the account of the defendant for the entire period running from 09.05.2019 to 28.12.2019, further puts a question mark upon the sanctity of the averment pressed upon by the defendant.

46. It is further admitted by the defendant in his cross-examination, that he had given a cheque to the plaintiff as security therefore, the onus was upon the defendant to prove that the said security cheque was given qua which liability and defendant has miserably failed in discharging the said

burden.

47. Therefore, on the basis of above detailed discussions, this Court finds no hesitation in deducing, that the said cheque was not given with respect to MOU i.e. Ex.PW1/D1. The defendant had also admitted, that in the MOU that was executed with the plaintiff's husband Sh. Ravi Chopra, there was no figure of Rs.2,00,000/-. The relevant excerpts of his cross-examination are as under:-

"I had given a cheque as a security to the plaintiff In the MOU with plaintiff's husband Sh. Ravi Chopra as mentioned above there was no figure of Rs.2,00,000/-. There was only a figure of Rs.10,00,000/- but I was paid only Rs.9,50,000/-."

48. Thus, perse on the basis of the evidences brought on record and from the pleadings of the parties, it can be deciphered that the defendant has tried to club the two transactions i.e. the one emanating from the MOU and the other being an independent loan taken by the defendant from the plaintiff in question.

49. Therefore, in view of the detailed discussions above and as a result of the appreciation of evidence, this court is of the considered opinion that plaintiff has duly proved on the scale of preponderance of probabilities that an amount of Rs. 2,00,000/- was due to the plaintiff from the defendant.

50. As a sequel to the above issue, plaintiff has prayed for pendente lite and future interest on the principal amount @ 24 % per annum from the date of the filing of the suit till its realization. But, in the considered opinion of this court, interest sought by the plaintiff is on a higher side and therefore, interest @ 6 % per annum being just, fair and reasonable is awarded. Therefore, plaintiff is awarded the interest @ 6 % per annum from the date of the filing of the suit till its realization.

51. Thus, the Issue(s) No. 1 to 3 are decided in favour of the plaintiff and against the defendant.

Relief

52. Thus, as a sequel to the observations and findings made as above and after delving into the facts and evidences in detail, this court is of the considered opinion that plaintiff has sufficiently discharged the burden placed upon her on the scale of preponderance of probabilities to prove her case. Therefore, the suit of the plaintiff stands decreed for an amount of Rs. 2,00,000/- along with interest @ 6 % per annum from the date of filing of the suit till its realization.

53. No separate order as to cost.

54. Decree sheet be prepared accordingly, after filing of the deficient court fees, if any.

55. File be consigned to record room after due compliance.

RICHA by RICHA

SHARMA
SHARMA Date: 2025.01.14
16:00:13 +0530

Announced in open Court
on 14.01.2025.

(Richa Sharma)
SCJ-cum-RC (West)
Tis Hazari Courts, Delhi
14.01.2025

24 CS SCJ 1407/19 NEELAM CHOPRA Vs. RUMIL KAPOOR 14.01.2025 Present : Ms. Sunita, Proxy Counsel for the plaintiff.

None for the defendant.

Vide separate detailed judgment of the even date announced in the open Court today, the suit of the plaintiff stands decreed against the defendant for an amount of Rs.2,00,000/- along with interest @ 6 % per annum from the date of filing of the suit till its realization.

No separate order as to cost.

Decree sheet be prepared accordingly, after filing of the deficient court fees, if any.

File be consigned to record room after due compliance.

RICHA SHARMA SHARMA Date:

2025.01.14 (Richa Sharma) 16:00:19 +0530 Sr. Civil Judge - Cum - RC THC / Delhi /
14.01.2025