

**IN THE COURT OF DISTRICT JUDGE, (COMMERCIAL COURTS),  
WEST DISTRICT, TIS HAZARI COURTS, DELHI.**

**IN THE MATTER OF :-**

C.S. (COMMERCIAL) NO. 1234/2023

**Anika Sharma**, D/o Rajesh Sharma

R/o 23, Green Park, New Delhi - 110016 ...PLAINTIFF

**VERSUS**

**E-Commerce Solutions India Pvt. Ltd.**

A company incorporated under the Companies Act., 1956,  
having its registered office at 12, Connaught Place, New Delhi - 110001  
and also its office cum residence of its Managing Director  
**Mr. Vikram Singh** at 45, Defence Colony, New Delhi - 110024  
AND also its Office at 78, Nehru Place, New Delhi - 110019  
acted / represented through its Managing Director & Authorized Signatory  
of the Company **Mr. Vikram Singh** ...DEFENDANT

**SUIT FOR RECOVERY OF Rs. 5,00,000/- (Rupees Five Lakhs Only) AS ON DATE, WITH COST,  
EXPENSES, PENDENTE LITE AND FUTURE INTEREST @ 12% PER ANNUM TILL REALISATION.**

**MOST RESPECTFULLY SHOWETH:-**

1. That the Plaintiff is a Law abiding citizen of India residing at the aforementioned address described in Memo of Parties above. The Plaintiff has signed and verified the present plaint and has instituted the present suit as she is fully conversant with the facts and circumstances of the present suit on the basis of personal knowledge, records maintained by the Plaintiff and therefore, competent to depose about the correctness thereof. The copy of the Adhaar Card of the Plaintiff is annexed herewith as **Annexure - A**.
2. That Defendant, E-Commerce Solutions India Pvt. Ltd., is a Company incorporated under the Companies Act., 1956, having its office cum residence of its Managing Director **Mr. Vikram Singh** at **45, Defence Colony, New Delhi - 110024** AND also at **78, Nehru Place, New Delhi - 110019** and also its Office at **78, Nehru Place, New Delhi - 110019** acted / represented through its Managing Director & Authorized Signatory of the Company **Mr. Vikram Singh**.

3. That Mr. **Vikram Singh** being the Managing Director of the Defendant Company is responsible for the day to day affairs of the company.
4. That in the year **2019**, the Managing Director of the Defendant Company, Mr. **Vikram Singh** approached the Plaintiff for the purposes of Multilevel Marketing for Money Chain Membership Business of the Defendant Company's product / schemes and approached Plaintiff that the Defendant Company have launched various schemes for the investments / membership and assured that these schemes will fetch attractive profits and incentives and also expensive gifts including foreign tours etc.
5. That believing upon the assurances and promises of Mr. **Vikram Singh**, the MD of Defendant Company, the Plaintiff joined the schemes of the Defendant Company and invested huge money under the ID of **ECS12345** amounting to Rs. **4,00,000/- (Rupees Four Lakhs Only)** through her Bank transfer in the Defendant Company's accounts. Besides above, the Plaintiff also invested / paid in cash installments of Rs. **1,00,000/- (Rupees One Lakh Only)** and the same are also lying with Defendant Company and the Defendant Company did not refund the same to Plaintiff till now thus the Defendant Company is liable to refund the same to the Plaintiff herein.
6. That Mr. **Vikram Singh**, the MD of the Defendant Company have represented that the Defendant Company have launched a Software Programme, which generate Business Volumes (E- Violet) with separate ID account number wherein the Money and the Returns of the Plaintiff will be credited and the Plaintiff can withdraw their said E-Violet amount as per her choice. The Defendant have also provided ID to Plaintiff in the said software as ID number **ECS12345** and asked Plaintiff to make members and accordingly the Plaintiff made members in huge numbers and investments through those members, and given business to the Defendant Company. The Defendant further conducted various functions in Hotels and in their office and invited the members to said functions and also promised them to invest their money in Defendant Company and win the foreign tour & other incentives and returns of business Development Fund on monthly basis as per the plan / schemes. The Defendant Company boasted very high about their company with their so called PONZY SCHEME to lure the members including Plaintiffs and collected crores of rupees and embezzled the said amount for their personal gain and cheated all the members crores of rupees. The Defendant have further issued fake cheques of their closed bank accounts and the said cheques were dishonored and the said members were compelled to file complaints under 138 Negotiable Act., in various courts of competent jurisdictions. Further, the Defendant avoided to give any cheques to large number of members and eaten up their money under the said PONZY SCHEMES.

7. That Plaintiff states that suddenly in **January 2022**, the Defendant closed the aforesaid software and all the money of the members including Plaintiff were lost and usurp by the Defendant for their personal gains. The Defendant further cheated them and enjoyed their money and did not give any details of the same to the members and those members are still running pillar to post yet the Defendant did not refund the money of the such large number of members. It has also been revealed to Plaintiff that earlier also, the Defendants have cheated many persons in Madhya Pradesh and thereafter started their such unlawful business in NOIDA and again the Defendant Company have changed their alleged registered address at NOIDA and also close the same and running from their aforementioned residential address at New Delhi. The Defendant Company is/are in habit of cheating people at one place and thereafter go to other place and cheating the general public at large. It has also came to the knowledge of Plaintiff that now the Defendant Company and its MD Mr. **Vikram Singh** are running a crypto currency fraud by the name of **E-Coin Pro** and trapping the general public to cheat them and they will be liable to be prosecuted for the same as per the provision of Law.

8. That the Plaintiff contacted many times for refund of her money as well a legal notice dated **15th March, 2022** issued through her counsel Sharma & Associates ( Advocates & Legal Consultants), the Plaintiff thereby called upon the Defendants to kindly provide the following to Plaintiff;

- a) Give date wise details of amount of Rs. **4,00,000/- (Rupees Four Lakhs Only)** taken from Plaintiff through Bank Transfer and refund the same to Plaintiff within time lines mentioned therein.
- b) Give date wise the details of the amount taken from Plaintiff in cash as per your schemes amounting to Rs. **1,00,000/- (Rupees One Lakh Only)** and refund the said amount to Plaintiff forthwith.
- c) Give date wise detail of E-violet amount of Plaintiff, deposited and pending amount when the defendant suddenly closed their Company's software.
- d) Give the date wise details of amount paid towards the incentives alleged to be given to Plaintiff upon which the Defendant have deducted TDS on the amount of income and also, the amount invested by Plaintiff herself as well as her team members and also provide the TDS Certificates as per the Income tax laws.
- e) Provide the details of schemes and plans launched by the Defendant Company E-Commerce Solutions India Pvt. Ltd., time to time since the year **2019** as represented and

assured to Plaintiff.

f) Provide the date wise details of number of Gifts achieved by Plaintiff and the Gift due as per the scheme & Gifts released / paid to Plaintiff with their delivery Receipt and the amount of Gifts.

g) Provide the date wise details of amount of Business Development Fund alleged to be paid to Plaintiff and other members who were associated through Plaintiff in the Defendant Company.

h) As per the Brochure, the Defendant Company had assured amount towards the CAR / Foreign Tours / Homes / Bike etc. Kindly provide the details to Plaintiff.

i) Provide the date wise details of Business given by the Team and Plaintiff to the Defendant Company.

j) Provide date wise details of Business / income generated by Plaintiff and her team to the Defendant Company.

k) Provide date wise details of amount in cash / Bank transfer on which the income was generated by Plaintiff and her teams members.

9. That the Plaintiff states that despite various request as well as the Legal Notice dated **15th March, 2022**, the Defendant Company failed to comply the Legal Notice dated **15th March, 2022** and the demanded the due amount as mentioned therein, however, the defendant also failed to refund the amount of the Plaintiff amounting to Rs. **5,00,000/- (Rupees Five Lakhs Only)** along with interest @ 12% per annum till date due to their malafide intentions to usurp the amount of the Plaintiff.
10. That accordingly, the Defendants are liable to pay a sum of the Rs. **5,00,000/- (Rupees Five Lakhs Only)** as on date beside the amount to be calculated after the Defendants provide the Documents / Details / information as demanded in the Legal Notice dated **15th March, 2022** as well as in para 8 above. The Defendant are also liable for pendent lite interest @ 12% per annum till its realization, cost of the suit and expenses incurred by the Plaintiff.
11. That as the issue involved in the present case falls within the category of a commercial Dispute under section 2 of the Commercial Courts Act., 2015, and filed an application Pre Institution Litigation under section 12 A of Commercial Courts Act on **1st April, 2022** before the West District Delhi District Legal Services Authority (WDDLSA) , however, despite receiving the notice the Defendant chosen not to appear in the aforesaid litigation and Non Starter Report was passed on **15th April, 2022**. The true copy of the

said Non Starter Report provided to the Plaintiff and the Plaintiff compelled to filed the present suit before this Hon'ble Court, Hence the present suit being filed.

12. That the cause of action firstly arose in **2019** when the Defendant through its Managing Director Mr. **Vikram Singh** approached the Plaintiff for the purposes of Multilevel Marketing Membership for Money chain Membership Business of its Company's product / scheme under ID no. **ECS12345**. The cause of action further arose on various dates **10th January 2020, 15th February 2020, 20th March 2020, 25th April 2020** when the Defendant Company taken money from the Plaintiff and investments total amounting to Rs. **5,00,000/-** and opened ID in the E-violet in the software of the Defendant Company. The cause of action also arose when suddenly in **January 2022** the Defendant Company closed the aforesaid E-violet Software Programme and usurp the money of the Plaintiff. The cause of action also arose on various dates when the Plaintiff demanded her money. The cause of action further arose on **15th March, 2022** when the Plaintiff through her counsel issued legal notice dated **15th March, 2022** and demanded her due money / amount as well various details, documents and information within a period of 15 days from the date of receipt of legal notice dated **15th March, 2022**. The cause of arose on **30th March, 2022** when in spite of receipt of the Legal Notice dated **15th March, 2022**, the Defendant Company neither replied to the said Legal Notice dated **15th March, 2022** nor paid the outstanding amount / money of the Plaintiff deliberately. The cause of action is continuing as the defendant has till date not paid to the Plaintiff the due outstanding amount along with interest and other cost as well as the details, document and information demanded by the Plaintiff.
13. That the Managing Director of the Defendant Company having his residence cum office of the Company at the aforesaid address **45, Defence Colony, New Delhi - 110024, 78, Nehru Place, New Delhi - 110019**. AND also at **78, Nehru Place, New Delhi - 110019** and work for gain, hence, this Hon'ble Court has territorial jurisdiction to entertain the present suit.
14. That the present suit is within the prescribed time limit. It is further submitted that the Hon'ble Supreme Court of India vide its suo moto writ petition (C) no. **3/2020 of 2020** vide its various orders including the **23rd March, 2021** directed to exclude the period from **15th March, 2020 to 28th February, 2021** for the purposes of limitation as may be prescribed under any general or special laws in respect of all judicial or quasi judicial proceedings, thus the present suit may please be treated within limitation.
15. That the value of the present for the purpose of the court fee and jurisdiction Rs. **5,00,000/- (Rupees Five Lakhs Only)** on which the prescribed ad valrem court fee of Rs.

**7,500/- (Rupees Seven Thousand Five Hundred Only)** is being affixed. The Plaintiff further undertakes to pay further court fee, if this Hon'ble Court direct or pass any order in case any further amount / claim is allowed by this Hon'ble Court.

16. That the present suit of the Plaintiff is a bonafide case of the Plaintiff.

## **PRAYERS**

In view of the above it is most respectfully prayed that his Hon'ble Court may graciously be please to:-

- i) Pass a money decree in favour of the Plaintiff and against the Defendant for Rs. **5,00,000/- (Rupees Five Lakhs Only)** along with pendent lite and future interest @ 12% per annum till payment and / or realization;
- ii) Grant legal and other costs of the present Suit against the Defendant and in favour of the Plaintiff; and
- iii) Pass any other and further order(s) as this Hon'ble Court may deem fit and proper in the present case in favour of the Plaintiff and against the Defendant.

**( Anika Sharma ),**

PLAINTIFF

Through

**Advocate Amit Kapoor**

Advocate

Address: **123, Lawyers Chambers, Karkardooma Courts, Delhi - 110032**

Mobile: **+91 9876543210**

Email: [advocate.amitkapoor@email.com](mailto:advocate.amitkapoor@email.com)

Place: **Delhi** Dated: **20th June, 2023**

## **VERIFICATION:-**

Verified at Delhi on this **20th** Day of **June, 2023** that the contents of paragraph no. 1 to 16 are true to the best of my knowledge and based on the records of the Plaintiff and paragraph no. 17 to 17 are true and correct based on the information received and believe to be true and correct. The last paragraph is prayer to this Hon'ble Court.

**Anika Sharma**

PLAINTIFF