Shri Ravindra Kumar Goel vs Shri Joseph Daniel on 27 September, 2011

IN THE COURT OF SHRI. ASHISH AGGARWAL, CIVIL JUDGE-1, SOUTH WEST DISTRICT, DWARKA COURTS, DELHI

CS No: 105/11

Unique Case ID No. 02405C0261022010

Shri Ravindra Kumar Goel S/o Late Sh. D.C. Goel, R/o B-2/12-B, Lawrence Road, Delhi-110035

. Plaintiff

Versus

1. Shri Joseph Daniel, S/o Late Sh L. Joseph R/o 7/1022, R.K. Puram, New Delhi

Also at :

UDC, C&IS Division, Railway Board, Rail Bhawan, New Delhi-110001

Mrs. Achama Sateeshan,
W/o Shri V. Sateeshan,
R/o 5/2, Nursing Sister's Hostel,
Sri Niwaspuri, New Delhi

Also at:

Assistant Nursing Supdt. Safdarjang Hospital, New Delhi-110029

... Defendants

1 of 21

1

Ravindra Kumar Goel Vs. Joseph Daniel & Ors. CS No.105/11

Date of Institution: 08.10.2010

Date on which judgment was reserved: 12.09.2011

Date of pronouncing judgment: 27.09.2011

SUIT UNDER ORDER XXXVII OF CODE OF CIVIL PROCEDURE, 1908

FOR RECOVERY OF RS. 1,07,000/-

1. This is a suit under Order XXXVII of Code of Civil Procedure, 1908.

The facts relevant for disposal of the suit are that the plaintiff has instituted the suit pleading that defendant No.1 had approached the plaintiff and had requested for grant of friendly loan of Rs. 1,00,000/ \square The plaintiff has pleaded that he agreed and advanced friendly loan of Rs. 1,00,000/ \square which was to be repaid by defendant No.1 with interest at the rate of 12% per annum. The defendant No.2 stood guarantor for repayment. A loan agreement dated 20.02.2010 was executed by the parties. An affidavit, promissory note and receipt were also executed by defendant No.1. The defendant No.2 also executed an affidavit dated 20.02.2010 acknowledging that she has guaranteed repayment of loan advanced to the defendant No.1. The defendant No.1 also issued a post dated cheque bearing No. 818005 dated 20.05.2010 for Rs. 1,03,000/ \square drawn on State Bank of India, Delhi in favour of the plaintiff for discharge of his liability. According Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 2 of 21 to the plaintiff, the defendants defaulted in repayment of the loan in terms of the agreement. It is averred that the plaintiff presented the cheque bearing No. 818005 for clearance. However, on presentation, the cheque was returned dishonoured with the remarks "funds insufficient". The plaintiff served legal notice dated 26.07.2010 upon the defendant No.1 calling upon him to pay the amount of dishonoured cheque. The defendants failed to comply with the notice and instead the defendant No.1 sent a vague and evasive reply. The plaintiff has instituted the present suit seeking recovery of a sum of Rs. $1,07,000/\Box$ as the balance sum, along with pendente lite and future interest at the rate of 12% per annum and costs.

- 2. Initially the suit had been filed against the defendants and one Ms. Rami. However, during the pendency of the suit, by statement of the plaintiff recorded on 03.09.2011, the suit was withdrawn as against defendant No.3 namely Ms. Rami. The present suit is therefore pending only against the abovenamed defendants.
- 3. Applications for leave to defend have been filed on behalf of defendant Nos. 1 and 2. The grounds urged through the applications are summarized as follows:
 - a. That the plaintiff has concealed material facts;
 - b. That the suit is not maintainable since the plaintiff is running money lending business without any money lending license;

Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11

c. That as per rules of Reserve Bank of India no person can lend

more than Rs. 20,000/- in cash;

d. That the signatures of the defendant No.1 were obtained on

blank sheets and stamp papers; and

- e. That the loan agreement dated 20.02.2010 is a false fabricated document.
- 4. I have heard arguments and have perused the record.
- 5. According to the plaintiff, the defendant No.1 had availed loan of Rs.

1,00,000/ Ifrom the plaintiff. The loan was granted and money was disbursed. The defendant No.2 guaranteed repayment. Loan was to be repaid with interest at the rate of 12% per annum. The terms of loan were reduced into writing in various documents executed by the parties. As per the version of the plaintiff, the defendants defaulted in making payment and therefore the defendants are liable to pay the suit amount.

- 6. The pleas taken in the application for leave to defend are separately assessed hereinafter.
- A. That the plaintiff has concealed material facts.
- 7. The defendants have contended in their applications for leave to defend that the plaintiff has suppressed material facts. The defendants have not indicated as to which fact has been withheld by Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 4 of 21 the plaintiff. The contention of the defendants appears to be bald and unsubstantiated. It is settled law that a plea in defence has to be specific. Where fraud, concealment of facts or misrepresentation of facts is alleged, its particulars have to be spelt out.

In the case of Ranganayakamma v. K.S. Prakash (D) by L.Rs. 2008(8) J.T. 510, the Hon'ble Supreme Court observed as under:

"When a fraud is alleged, the particulars thereof are required to be pleaded. No particulars of the alleged fraud or misrepresentation has been disclosed.

We have been taken through the averments made in the plaint. The plea of fraud is general in nature. It is vague. It was alleged by the plaintiffs that signatures were obtained on several papers on one pretext or the other and they had signed in good faith believing the representations made by the respondents, which according to them appeared to be fraudulent representation. When such representations were made, what was the nature of representation, who made the representations and what type of representations were made, have not been stated."

In the case of Kohli Housing And Development Pvt. Ltd. v. Convenience Enterprises Pvt. Ltd. 2009(159) D.L.T. 177, the Hon'ble High Court of Delhi noted:

"It is trite to say that an allegation of fraud must be clear, definite and specific and general allegations unaccompanied by particulars are insufficient to amount to an averment of which judicial notice can be taken."

Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 5 of 21

- 8. If such contentions, unsupported by any material, are allowed to deprive the plaintiff of judgment in a suit under Order XXXVII of Code of Civil Procedure, it would be frustrate the very objective of a summary trial. Having failed to give particulars of the facts allegedly concealed by the plaintiff, the said contention cannot be accepted. The aforesaid submission of the defendants is vague and is hereby rejected.
- B. That the suit is not maintainable since the plaintiff is running money lending business without any money lending license.
- 9. The defendant No.1 has stated in his application for leave to defend that the plaintiff had lent money although he does not have any money lending license and the plaintiff is not entitled to recover the sum of money claimed by him. According to the defendant No.1 the suit is barred by the provisions of the Punjab Registration of Money Lenders Act, 1938 as applicable to Delhi.
- 10.The contention of the defendant no.1 is devoid of merit. Section 3 of the Punjab Registration of Money Lenders Act, 1938 provides, inter□alia, that a suit by a money□ender for the recovery of a loan shall be dismissed in case the money lender is not registered and has not obtained a license. The expression "money lender" is defined in Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 6 of 21 Section 2 (9) of the Act as under:

"Money□ender means a person, or a firm carrying on the business of advancing loans as defined in this Act, and shall include the legal representatives and the successors □n□nterest whether by inheritance, assignment or otherwise, of such person or firm."

11. The plaintiff is not a money lender as defined in the above provision.

According to the plaint, the grant of loan to the defendant is an isolated incident and that this was not part of a larger commercial activity indulged in by the plaintiff. It is not the defence of the defendant that the plaintiff has been habitually or regularly advancing loan to the different persons. Further, it is not the defence of the defendant No.1 that the grant of loan to him was part of a larger commercial activity.

In the case of Atul Anand Vs. Nanak Food Industries & Ors. CS(OS)No.1710/2001 decided on 02.08.2006, the Hon'ble High Court of Delhi observed as under:

"The plea of the defendants that the suit is barred under the provisions of the Punjab Registration of Money Lenders Act, 1938 on the ground that the plaintiff does not have a licence to act as a money lender is neither here nor there for the reason defendants have nowhere pleaded in the applications seeking leave to defend that the plaintiff was engaged in the business of money lending. The Punjab Registration of Money Lenders Act, 1939 requires a person to obtain a licence to act as a money lender if the person is in the business of money lending. It was for the defendants to have made specific averments that the plaintiff was engaged in the business of Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 7 of 21 money lending. The said Act does not prohibit casual advancing of loan by a person to a third party. Casual loans do not require a licence."

In the case of Somanath Baraman Vs. S.V. Jagannatha, AIR 1973 AP144, the Hon'ble Andhra Pradesh High Court held that before attracting the requirement for registration engrafted in the Hyderabad Money Lenders Act (provisions of which are analogous to the Punjab Registration of Money Lenders Act), it must be established that the lender is a professional money lender and the loan was advanced in the ordinary course of business. A stray or casual transaction by a person not possessing the licence would not amount to a transaction carried out in the ordinary course of business. A loan given on the basis of friendship or a relationship does not amount to professional money lending.

In the case of K. Sudarsanam Vs. S. Venkatarao AIR 1963 AP 442, the Hon'ble Andhra Pradesh High Court held that merely because a loan is advanced at a remunerative rate of interest does not imply that it amounts to money lending so as to attract the requirement of obtaining licence.

In the case of Gauri Shanker Vs. Magharam AIR 1974 Raj. 238, the Hon'ble Rajasthan High Court held that to constitute a money lending Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 8 of 21 business, there must be an element of continuity and habit. It was held that a person does not become a money lender merely by advancing loan on interest on isolated occasions. In the case of Gajanan Vs. Seth Brindaban AIR 1970 SC 2007, the Hon'ble Supreme Court, while interpreting a similar provision, held that an isolated transaction of money lending does not attract the requirement of registration as a money lender so as to be able to recover the debt.

12. Applying the principle enunciated in the above cases, it is clear that the prohibition contained in the Punjab Registration of Money Lenders Act, 1938 does not apply to the facts of the case. The loan was advanced to defendant No.1 owing to friendly terms between the plaintiff and defendant No.1. Hence, the plaintiff is entitled to recover his dues.

13.It is not the case of defendant No.1 too that the loan was advanced to him on professional money lending terms. The defendant No.1 has merely alleged that the plaintiff is a professional money lender. That the loan given to the defendant No.1 was also part of such business has not been pleaded by defendant No.1. Merely because one is in money lending business does not imply that he

cannot provide loan to anybody on friendly basis or that if he so provides the loan, it Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 9 of 21 would also be deemed to be part of professional money lending and would be barred by law. Friendly loans advanced by money lenders are not prohibited by law and there is no impediment in recovery of such debts. Since it is not the case of defendant No.1 that the instant loan was part of money lending business, the mere plea of defendant No.1 that the plaintiff is a professional money lender, even if accepted to be true, would not de□bar the plaintiff from the recovery of the debt.

14. For the aforesaid reasons, this contention of the defendant No.1 is without merit and is hereby rejected.

C. That as per rules of Reserve Bank of India no person can lend more than Rs. 20,000/\subsetential in cash.

15. The defendant no.1 has urged in the application of leave to defend that as per regulations of the Reserve Bank of India, loan of more than Rs. 20,000/□cannot be advanced by way of cash. The defendant has, through this plea, apparently admitted that he had taken loan from the plaintiff. He has merely challenged the form in which loan was taken. That the said money was advanced in cash does not affect the liability of the defendant No.1 for various reasons. Firstly, the defendant No.1 has failed to provide the details of the rules of RBI by which advancement of loan in cash is prohibited. Secondly, even if it is assumed that such rule exists and has been Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 10 of 21 violated, that would only lead to consequences mentioned thereunder and might attract penalty laid down in the said rules. It would however not affect the right of the plaintiff to recover the debt. Thirdly, even if it is assumed that there has been breach of the said rules, the defendant no.1 has been undisputedly a privy to the said breach. He cannot draw advantage of his own wrong. Since he himself admittedly consciously borrowed money in cash, he cannot turn around and assail the said mode of advancing loan on the ground of contravention of rules of the Reserve Bank of India. The said plea is untenable and does not constitute valid defence. D. That the signatures of the defendant No.1 were obtained on blank sheets and stamp papers.

- 16. The defendant no.1 has stated in the application for leave to defend that his signatures were obtained on blank sheets and stamp papers. On this ground he has challenged the right of the plaintiff to recover the debt.
- 17. To appreciate this contention in proper perspective, reference may be made to the documents filed by the plaintiff with the plaint. The documents include a loan agreement dated 20.02.2010. The said loan agreement is duly typed and has also been notarized by Notary Public. The affidavit dated 20.02.2010 sworn in by the defendant no.1 has also been attested by a Notary Public. The attestation of the said Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 11 of 21 documents by Notary Public show that they were signed by the defendant no.1 only after being fully prepared and that the said signatures were obtained in the presence of a Notary Public. The promissory note and receipt are executed on standard forms, which ex facie reveal that they were not completely blank at the time of being signed by the defendant. On the receipt, the defendant has signed on a stamp, which further lends credibility to the said documents. Further, the defendant has also issued a cheque of Rs. 1,03,000/ in favour of the plaintiff which was dishonoured on presentation. There is no reason for the defendant to have issued the cheque had he not availed of loan. Significantly, the defendant No.1 has not denied his signatures on the abovementioned documents including the cheque. He has also not pleaded that the documents were prepared against his will or without his authority or that they were not intended to be used for the present purpose. Having admittedly signed and executed the said documents, it is not open to the defendant to take a contrary plea before the Court. The contention of the defendant is barred by Section 92 of the Evidence Act, 1872.

18. The contention of the defendant that since the documents were blank when signed by him he cannot be held liable to pay the debt recorded in the documents does not hold merit. The defendant No.1 Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 12 of 21 is an educated person. He admittedly is a government servant. There is no reason for him to refrain from filling up the documents, if blank, before signing them. It is not the case of the defendant no.1 that any kind of pressure, influence or coercion was exerted upon him to compel him to sign the said documents. Yet, if the defendant No.1 does so, it must be at his own peril. The defendant No.1 cannot now be permitted to assail the validity of the documents on the ground that they were blank.

19.Further, had the defendant No.1 wanted to disclaim or repudiate the agreement on the ground that the documents were infirm, the defendant No.1 ought to have done so at the earliest opportunity. Instead, he accepted the money, used it up, defaulted in repaying the loan and only after the plaintiff sued to recover the outstanding sum did the defendant No.1 raise the instant plea to escape from his liability. This is not permissible under law. Having accepted and used up the loan amount, the defendant No.1 had impliedly accepted the terms of the loan, in keeping with Section 8 of the Contract Act, 1872. He cannot now avoid the said terms. Hence, even if the explicit agreement bearing the signatures of the defendant No.1 is not taken into consideration, the implied acceptance of the defendant No.1 fortifies the claim of the plaintiff.

Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 13 of 21

20. Further, the mere filling up of the documents by the plaintiff, as pleaded by defendant, does not invalidate the agreement. It does not indicate that the consent of the defendant No.1 was not free or that it was induced by coercion, undue influence, fraud or misrepresentation so as to impinge upon the validity of the agreement. In the case of Vipin Gupta v. Prem Singh 2007(5) R.C.R. (Civil) 223, the Hon'ble High of Court of Delhi emphasized the binding nature of written documents and

observed as under:

"We have perused the record and we find that the appellant/defendant has not denied his signatures on any of the documents which have been annexed and relied upon by the plaintiff/respondent in filing the present suit. Both these cheques in question bear the signatures of the appellant. We have also perused the non judicial stamp paper placed on record by the plaintiff/respondent in which the appellant/defendant has given an undertaking in writing that he will return the sum of Rs. 3,00,000/ Dby 13.06.2001. The appellant has put his signatures on this undertaking on nor judicial stamp paper and besides that, he has also put his thumb impression on the said undertaking. We have also gone through the receipt placed on record by the plaintiff/respondent. The receipt has also been duly executed by the appellant for having received Rs. 3,00,000/ \(\square\) in cash. This receipt is also duly signed by the appellant. After perusing all these documents, it appears that the appellant has taken a false defence that he had lost these two cheques in question which have been stolen by the plaintiff/respondent and has filed a false suit against the appellant. We do not find any force in the plea taken by the appellant in this case. The other documents which have been signed by the appellant are the undertaking given by the appellant on a non judicial stamp Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 14 of 21 paper in which he has stated that he will refund the amount of Rs. 3,00,000/ \square by 13.06.2001 and the appellant has also put his signatures as well as the thumb impression on the undertaking. The appellant has also executed a receipt duly signed by him for having received a sum of Rs. 3,00,000/ \square in cash. So, we are of the opinion that all these documents cannot be created by the plaintiff/respondent. In our opinion, the plea taken by the appellant is a sham and has got no force."

21.The defence raised by the defendant No.1 does not inspire confidence. The defendant had consciously executed the loan agreement, affidavit, promissory note and receipt and had also issued a cheque in discharge of his liability. The loan agreement dated 20.02.2010 unambiguously states that loan of a sum of Rs. 1,00,000/\subseteq was advanced to the defendant no.1 which was to be repaid with interest at the rate of 12% per annum. The affidavit dated 20.02.2010 reiterates this assertion. The promissory note and receipt dated 20.02.2010 and the cheque dated 20.05.2010 fortify the claim of the plaintiff. The defendant cannot be permitted to plead ignorance of the documents. It was his duty to fill up and to read the documents and to satisfy himself as to their terms and conditions before executing them. After having signed the said documents, after having availed the loan and after defaulting in repayment, he cannot be permitted to resile from their terms on flimsy grounds. If the defendant is permitted to release himself from the documents Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 15 of 21 admittedly signed by him, the very purpose of executing the documents would be frustrated and the documents would be rendered devoid of sanctity.

In the case of Sapna Saree Centre v. Bank of Rajasthan AIR 2001 Raj 67, the Hon'ble Rajasthan High Court held that merely denying the execution of incriminating documents is not sufficient to entitle the defendant to leave to defend. It was observed:

"As regards other issues, mere denial of the documents as to the execution being made in favour of the plaintiff Bank under credit facility for being renewed from time to time would not by itself entitle the defendants to the grant of leave to defend in view of partial acknowledgment as the deposits having been made by them towards repayment of the loan and the last deposit was admittedly made by them on 15 188. In this view of the matter, in my considered view, the defence set up by the defendants in their application for leave to defend is sham, illusory and practically moonshine and their contentions are contrary to the material on record and hence the learned trial Court has rightly declined to grant leave to defend the suit by rejecting the application under Order 37, Rule 3, CPC thereby has also rightly decreed the suit for recovery of outstanding loan amount under the credit facility. The findings recorded by the learned trial Court do not warrant any interference by this Court in this first appeal, because they are based on due appreciation of the material on record and is supported by cogent reasons."

In the case of Delhi Book Store v. K. S. Subramaniam AIR 2006 Del 206, the Hon'ble High Court of Delhi declined leave to defend which was sought on the ground that the articles against which cheques Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 16 of 21 were issued had never been supplied to the defendant. The Hon'ble High Court questioned as to why cheques were issued by the defendant if articles had not been supplied to him.

22.In the present case, the claim of the plaintiff is crystallized by the documents filed by him. The credibility of the documents is not eroded by the aforesaid plea of the defendant, which is hereby rejected.

E. That the loan agreement dated 20.02.2010 is a false and fabricated document.

23. The defendant No. 2 has stated in her application for leave to defend that the loan agreement dated 20.02.2011 is a false and fabricated document. She has urged that she never visited the plaintiff to obtain loan for defendant No.1 and that she has not appended her signatures on the said loan agreement.

24. The loan agreement dated 20.02.2010 is perused. It stipulates that the defendant No.1 had borrowed loan whereas the defendant No.2 had guaranteed repayment. The document has purportedly been signed by the plaintiff, defendant Nos. 1 and 2 and has also been duly notarized by Notary Public. The notarization of the document has not been questioned by defendant No.2. The attestation of the document by Notary Public indicates that it was executed by the parties in his presence. Thus, the presence of the defendant No.2 Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 17 of 21 and the genuineness of her signatures on the documents are beyond the pale of doubt. This is more particularly so when the defendant No. 1 had himself not denied having executed the said documents. This strengthens the veracity and genuineness of the loan agreement.

25. Yet, even if it is assumed that the loan agreement was never executed by defendant No.2, that alone would not absolve her of liability. The case of the plaintiff is founded not only on the loan agreement but also affidavit dated 20.02.2010. The plaint is accompanied by the original affidavit dated 20.02.2010 sworn in by the defendant No.2. In the said affidavit, the defendant no.2 has acknowledged that she stood guarantor for repayment of loan of Rs. 1,00,000/ taken by defendant No.1. She has undertaken to repay the said loan in the event of default by defendant no.1. It is significant to note that the correctness and genuineness of the said affidavit has not been challenged by the defendant No.2. She has thereby accepted having affirmed the said affidavit. The said affidavit leaves no doubt that the defendant no.2 had guaranteed repayment of the loan and that her liability is cothextensive with that of defendant no.1. Hence, I find no merit in the contention of defendant No.2 that she is not liable to pay the debt of defendant No.1 since the loan agreement dated 20.02.2010 is a false and fabricated document. The said contention is rejected.

Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 18 of 21

26. The advancement of loan has not been assailed by the defendants. It is not the case of the defendants that the loan has been repaid in part or full.

In the case of M/s Mechalec Engineers and Manufacturers Vs. M/s Basic Equipment Corporation 1977 AIR SC 577, the Hon'ble Supreme Court held that leave to defend must not be granted if the defence set up is illusory, sham or practically moonshine.

In the case of Mrs. Raj Duggal v. Ramesh Kumar Bansal AIR 1990 SC 2218 it was held as follows:

"Leave is declined where the Court is of the opinion that the grant of leave would merely enable the defendant to prolong the litigation by raising untenable and frivolous defences."

The plea of the defendants is sham. The defendants have no substantial defence to raise and there are no triable issues in the case. The defendants are only trying to avoid the responsibility to repay the loan which they owes to the plaintiff. This cannot be permitted. The applications for leave to defend filed by defendant No.

27. The plaintiff is entitled to judgment and decree in his favour and against both defendants in accordance with Order 37 Rule 3 (6)(a) of Code of Civil Procedure, 1908.

Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

CS No.105/11 19 of 21

28.The plaint and documents enclosed therewith are perused. According to the plaint, the defendant No.1 principal borrower and defendant no.2 guarantor have failed to make payment as per the agreement and a sum of Rs. 1,07,000/ \square is outstanding and payable by the defendants to the plaintiff. The plaint is accompanied by documents which establish the correctness of the averments made in the plaint. The claim for pre unit interest is founded on the agreed rate as embodied in the loan agreement and promissory note dated 20.02.2010. The entire claim of the plaintiff is a liquidated sum and falls within the purview of Order 37 Rule 1 of Code of Civil Procedure. There is nothing on record to establish that the defendants have paid the sum claimed by the plaintiff or that they are not liable to make the said payment on account of some other reason. The suit is within limitation and this Court is vested with territorial and pecuniary jurisdiction to entertain the suit. Having perused the plaint and documents filed in support thereof, I am satisfied that the plaintiff has made out a case for recovery of the sum taken on loan by the defendants as well as pre unit interest at the agreed rate. The plaintiff is entitled to recovery of a sum of Rs. 1,07,000/ \square from both defendants, whose liability is co extensive.

29. The plaintiff has also prayed for pendente lite and future interest at the rate of 12% per annum. However, keeping in view the fact that Ravindra Kumar Goel Vs. Joseph Daniel & Ors.

"personal loan", ends of justice would be met if the plaintiff is awarded pendente lite and future interest at the rate of 6% per annum. The plaintiff is also entitled to recovery of costs of suit from the defendants.

30.Hence, in terms of Order XXXVII of Code of Civil Procedure, 1908, the suit is decreed in favour of the plaintiff and against the defendants for a sum of Rs. 1,07,000/□alongwith pendente lite interest at the rate of 6% per annum from the date of institution till the date of decree, future interest at the rate of 6% per annum from the date of decree till its realization and also costs of the suit. The defendants shall be jointly and severally liable to pay the aforesaid sum. Decree sheet be prepared accordingly. File be consigned to Record Room.

Announced in the open th Court on 27 September, 2011

(Ashish Aggarw Civil Judge-I, South West Dis Dwarka Courts, Ravindra Kumar Goel $\,$ Vs. Joseph Daniel & Ors. CS No.105/11

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