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

*Date of decision: 23<sup>rd</sup> April, 2026*

*Uploaded on: 29<sup>th</sup> April, 2026*

+ **RFA(COMM) 53/2026**

GAURAV ANAND

.....Appellant

Through: Mr. Mohit Bhardwaj and Mr.  
Manikaran Sharmam, Advs.

versus

KAKO APPAREL INDIA

.....Respondent

Through: Mr. Tarun Verma, Adv.

**CORAM:**

**JUSTICE PRATHIBA M. SINGH**

**JUSTICE MADHU JAIN**

**Prathiba M. Singh, J. (Oral)**

1. This hearing has been done through hybrid mode.

**CM APPL. 26807/2026 in RFA(COMM) 53/2026**

2. The present application has been filed during the pendency of the present appeal seeking, *inter alia*, stay of the impugned judgement and decree dated 3<sup>rd</sup> September, 2025 passed by the Id. District Judge (Commercial Courts), Karkardooma Courts, Delhi in *Commercial Case No. 100/2024* as also the execution proceedings thereto.

3. The present appeal was considered on 23<sup>rd</sup> January, 2026, on which date the Court had issued notice in *CM APPL. 4768/2026* by which the Appellant has sought condonation of delay of 64 days in filing this appeal. The matter was then proceeding for consideration of the same and was next listed on 24<sup>th</sup> July, 2026.



4. In the meanwhile, the Appellant has preferred the present application.
5. The brief facts of the case are that the Respondent/Plaintiff had filed a commercial suit seeking recovery of a sum of Rs. 12,22,437/- along with interest @ 18% per annum. In this suit, the written statement dated 9th January, 2025 was filed by the Appellant/Defendant, admitting a sum of Rs 5,14,844.88/-. The relevant portion of the written statement is set out below:

*“6. That as per the statement of account bills issued by the plaintiff and adjust/deducting the payment made by the defendant to the plaintiff and his nominees as per his direction, **the defendant is liable to pay dues amount of Rs.5,14,844.88 (Rupees Five Lakhs Fourteen Thousand Eight Hundred Forty Four and Eighty Eight Paise Only)**, vide statement of account with the defendant as Annexure D-1 and as such the plaintiff is liable to be prosecuted for committing forgery in the judicial proceeding.”*

6. On the basis of this admission made in the written statement, the suit was partially decreed on 24<sup>th</sup> May, 2025 for a sum of Rs. 5,14,844.08/-. The relevant extract of the said order is set out below:

*“Arguments on the application (i.e. IA No. 2/2025) under Order XII Rule 6 read with section 151 CPC heard.*

*Ld. Counsel for plaintiff submits that the defendant has categorically admitted in his written statement that an amount of Rs.5,14,844.08 is outstanding and payable by the defendant to the plaintiff. Ld. Counsel for defendant has also conceded that the defendant has admitted the liability of Rs. 5,14,844.08 in para 6 of his written statement which is also appearing from copy of his ledger account as filed along with the written statement. In view of unequivocal and unambiguous admission made by*



*the defendant regarding his liability of Rs. 5,14,844.08, present suit is partly decreed for a sum of Rs. 5,14,844.08 in favour of plaintiff and against the defendant. Decree sheet be prepared accordingly.”*

7. Subsequently, the impugned judgement has been passed on 3<sup>rd</sup> September, 2025. The reasoning given by the Id. Trial Court in the impugned judgement is as under:

**“Issue no.2:-**

*Whether the plaintiff is entitled for a decree for a sum of Rs.12,22,437/-? OPP*

*16. Onus to prove this issue was upon the plaintiff. PW-1 in his affidavit of evidence Ex.PW1/A deposed that he supplied material to the defendant as per orders placed by the the defendant through invoices Ex.PW1/4 (colly) and as per ledger account Ex.PW1/3, a sum of Rs.12,22,437/- is outstanding. It is relevant to note here that the defendant in his written statement has admitted his liability for a sum of Rs.5,14,844.08/- and the suit of plaintiff was partly decreed under Order XII Rule 6 CPC for the admitted amount of Rs.5,14,844.08/- vide order dated 24.05.2025. Therefore, the claim of the plaintiff remains for a sum of Rs. 7,07,592.92/-.*

*17. The defendant has taken a defence that he had made a payment of Rs.5,05,600/- to the nominees of the plaintiff and a sum of Rs.1,80,000/- in cash to the plaintiff on different dates as reflected in his statement of account as Ex.DW1/D-1. No evidence is led by the defendant to prove that he had made any payment on asking of plaintiff to a third party or made the payment of Rs.1,80,000/- in cash to the plaintiff. Not only this, DW-1 in his cross examination has admitted that he had received the statement of account forwarded by the plaintiff*



*through whatsapp claiming the suit amount and that he said through whatsapp for making the payment as per statement of account forwarded by the plaintiff.”*

8. A perusal of the above would show that, in effect, when the statement of account was sent by the Respondent/Plaintiff to the Appellant/Defendant, in the cross-examination, the Appellant/Defendant had accepted that he would make the payment. The relevant portion of the said cross-examination is extracted below:

*“I have not paid the amount of Rs. 5,14,848/-, which is admitted amount and also partly decreed by this court, as I am facing financial crisis. It is correct that the invoices as raised by plaintiff are correct and admitted by me. It is correct that I had received the statement of account forwarded by the plaintiff through WhatsApp claiming the suit amount and I replied that I was out for collection. It is correct that I said through WhatsApp for making the payment of amount as per statement of account forwarded by the plaintiff. It is correct that plaintiff had not forwarded any ledger to me thereafter he forwarded the ledger showing the outstanding amount which is claimed in the plaint i.e. suit amount. I do not remember if I had made any payment.”*

9. Under these circumstances, at the outset, this Court is of the opinion that the delay in filing of the appeal is not duly explained. Secondly even on merits, the decree is not liable to be interfered with.

10. A perusal of the written statement shows that the supply is admitted, the continuous buyer-seller relationship is not disputed and even the maintenance of ledger is not doubted. Some part of the outstanding amount was admitted as being due. After the partial decree was passed, for the



remaining amount, the trial has been conducted and thereafter a decree has been passed.

11. In Commercial suits, of this nature, the intention being of expeditious disposal, the appellate court need not undertake a deep-dive into all the facts and evidence. If the view given by the trial court is on the basis of facts and evidence on record, the same ought not to be interfered with. Re-appreciation of all the facts and evidence especially if there is no perversity or arbitrariness would not be required.

12. At this stage, the Id. Counsel for the Appellant submits that Appellant was ill-advised in the drafting of the written statement. However, this cannot be a ground for challenge.

13. Accordingly, even on merits no ground for interference with the impugned judgement is made out.

14. The appeal is accordingly dismissed. Pending applications are also disposed of.

15. The next date of hearing *i.e.*, 24th July, 2026 stands cancelled.

**PRATHIBA M. SINGH  
JUDGE**

**MADHU JAIN  
JUDGE**

**APRIL 23, 2026/prg/msh**