



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

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*Reserved on: 18th March, 2026
Pronounced on: 16th June, 2026*

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RFA 286/2020

SULAKHAN SINGH

S/o Shri Mota Singh

Proprietor of S.S. Interiors & Constructions,

At TA-28/1, Tuglakabad Extn.,

Kalkaji, New Delhi

.....Appellant

Through: Mr. Vijay Datt Gahtori, Mr. Shankar
Datt Gahtori, Advocates

versus

1. KANWARJIT SINGH KOCHAR

2. KANWALJIT SINGH KOCHAR

Both R/o H-25, Jangpura Extn., New Delhi

Also at:

Palam Show Room, RZ-123, Vaishali;

Palam, Dabri Road, Dwarka, New Delhi -110045

.....Respondents

Through: Mr. Arush Kapoor, Advocate

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. Regular First Appeal under Section 96 read with Order XLI of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*) has been



filed by the *Appellant* against the **Judgment dated 19.06.2020**, whereby the learned ADJ, has **dismissed the Suit** filed by the *Plaintiff/Appellant*.

2. The Plaintiff had filed a *Civil Suit bearing CS No. 9831/2016 (old No. 1317/2005)* for recovery of Rs.18,57,335/- along with *Pendente Lite and Future Interest*.

3. The *brief facts as narrated in the Complaint* are that the Plaintiff is a Civil Contractor working under the name and style of M/s S.S. Interiors & Constructions, who was approached by Defendant No. 1 & 2 who are the authorized dealers of Maruti Udyog Ltd., under the name and style of M/s Magic Auto Workshop, for some addition and alteration to be carried out at their workshop at Salvania and Laxman, Najafgarh Road, Moti Nagar, New Delhi (*hereinafter referred to as "Site-1"*) and at 7/56, D.B.G Road, Opposite Gautam Hotel, Karol Bagh, New Delhi (*hereinafter referred to as "Site-2"*).

4. The Agreement for necessary repairs, was done in the presence of Defendant No. 3 Rajesh Pancholi, Architect and Sh. Jagir Singh on the rates mutually agreed between the parties. As per the Agreement, the labour and materials were to be arranged, provided and supplied by the Plaintiff.

5. The Defendants started the work on Site-1 on 28.05.2008 and at Site-2 in the first week of June, 2008. For the work to be done the Plaintiff arranged large number of labour and brought the grinding machines and other equipment, to carry out the work, at both the sites. The work was being supervised by Defendant No. 1 and 2 as well as the Architect/Supervisor Defendant No. 3. The work was carried out as per the specifications of the Defendants, and was nearing completion by 10.09.2008.



6. According to the Plaintiff, the work was performed to the satisfaction of Defendant No. 1 & 2 and their Supervisor Defendant No. 3, and no deficiency was ever pointed out by the Defendants. About 70% of the work was completed by the Plaintiff till 10.09.2008 at Site-1 and 7 bills amounting to Rs.22,73,094/- were submitted to Defendant no. 1 and 2, which were handed over to Defendant No. 3 for checking and reporting, in regard to the Site-1. The Defendant No. 1 & 2 made a payment of Rs.13,00,000/- to the Plaintiff from time to time and the balance amount of Rs.9,73,094/- remained to be paid in respect of Site-1.

7. The Plaintiff further stated that 99% of the work at Site-2, was completed till 10.09.2008. He submitted 5 bills amounting to Rs.16,41,980/- to Defendant No. 1 and 2. The Defendant No. 3 checked and reported in respect of the bills. The Defendant No. 1 & 2 made payment of Rs.10,00,000/- to the Plaintiff from time to time, leaving a balance of Rs.6,41,980/- to be paid in respect of Site-2.

8. The Plaintiff made a demand of further payment of the work done from the Defendant No. 1 & 2 on 10.09.2008, on which they started abusing, insulting and humiliating the Plaintiff and abruptly stopped the work, at both the sites. They threatened the Plaintiff and labour of dire consequences and asked them to leave the sites. The Plaintiff was even manhandled by the Defendant No. 1 and 2. Moreover, there was a lot of material and machinery, and other equipment lying at the two sites, which the Plaintiff was not allowed to lift.

9. They failed to settle the account of the Plaintiff even though the work had been conducted under the supervision of Defendant No. 3 to his



satisfaction. The Plaintiff claimed that Defendants were liable to pay the damages.

10. The Plaintiff had reported the matter to the SHO, PS- Kirti Nagar on 15.09.2008 *vide* DD No. 46-D, but even thereafter, no action was taken by the police.

11. The Plaintiff thus, filed the **Suit for Recovery of Rs.18,57,335/- along with *Pendente Lite* and Future Interest @ 12% p.a.**

12. **The Defendant No. 1 & 2 filed the Written Statement and Counter-claim** under *Order VIII Rules 6(a) and 6(b) CPC* of about Rs.77,00,000/- under *Order XXXV Rule 4 CPC*. The Counterclaim was returned by the learned Civil Judge, it being beyond the pecuniary jurisdiction of the Court.

13. The Defendants took the preliminarily objection that the *Plaint* has not been drafted as per *Order VI CPC*. There were no specific dates, particulars mentioned and the *Suit* was liable to be dismissed.

14. The averments made in the *Plaint* were vague and ambiguous, and did not disclose any cause of action. Mandate of Section 34 *Specific Relief Act* is that the Plaintiff has to show his legal character or valid right in the subject property to lay a claim in respect thereof. Herein, the Plaintiff had concealed material facts and the *Plaint* was based on false averments. The Plaintiff had not approached the Court with clean hands and had tried to misrepresent the correct facts. The *Suit* was therefore, liable to be rejected for which reliance was placed on *S. P. Chengalvaraya Naidu (Dead) by LRs. v. Jagannath (Dead) by LRs.*, AIR 1994 SC 853.



15. *On merits*, the Defendants had admitted giving the contract for site-1 and site-2 to the Plaintiff, for carrying out the repairs and renovation, on the term that the work was to be completed at both the Sites and handed over, before 31.07.2008. It was however, claimed that while agreeing for the work to be done by the Plaintiff, the Defendants had insisted on a written agreement, to which the Plaintiff did not agree on the pretext that it was a small work. It was admitted that the payment shall be made on the basis of actual work done and there would be no advance payment made till the bill is submitted. The Defendants on these assurances from the Plaintiff, permitted him to carry out the work at Site-1 and Site-2. The work was agreed to be completed on or before 31.07.2008.

16. The Defendants explained that the Site-1 had been taken on a monthly rent of Rs.9,00,000/- excluding service tax and cess by the Defendants, under a registered Lease Deed dated 26.05.2008, under which the Defendants were provided with maximum 3 months period for completing the necessary repairs and renovations at their own costs.

17. The Defendants thereafter, planned to carry out wooden work, electricity work, glass work, etc., for a period of 25 days for which the work at the Site was to be completed on 25.08.2008 so that the workshop could commence functioning from 26.08.2008. The Defendants claimed that the work was not completed within the timeframe; instead, Plaintiff started harassing the Defendants by going slow and demanding advance money without submitting the bills.

18. Further, the payment of Rs.23 lakhs was made to the Plaintiff without the submission of any bill, and the major part of that money was taken by



him in advance. It came to the knowledge of the Defendants that the advance money was being diverted by the Plaintiff to some other contract taken by him in Connaught Place. Thus, the Defendants reserved their right to file a Counterclaim to claim damages from the Plaintiff.

19. The Defendants further asserted that the work at both the Sites till 10.09.2008 was not even 50% completed; rather, the Plaintiff abruptly left the work and started harassing the Defendants through his labour by sitting on Dharna and damaging the property at the Sites. The act of the Plaintiff was devoid of any ethics in relation to business community and he cheated the Defendants. Because of the conduct of the Plaintiff, the workshops could not be put in operation on 26.08.2008.

20. Another mason was appointed in the month of October 2008, to complete the remaining work, so that the Site No. 1 & 2 could be put in operation in first week of January, 2009 and December 2008, respectively.

21. The Defendant No. 1 & 2 further stated that the work done by the Plaintiff, was not being carried out by employing complete labour work force; machines required for additions and alterations, were not in proper number and those machines that were brought on rent, were from his own persons and were old. The machines that were used broke after every few hours and the machines kept on getting repaired by the labour, resulting in wastage of time.

22. The Defendants requested the Plaintiff to rectify these defects and to bring perfect machines and to call full labour, but despite giving false assurances, the Plaintiff failed to complete the work and hand over the Sites before 31.07.2008.



23. During the month of June & July, 2008, the Plaintiff had demanded an amount for which the Defendants had asked for the bills for the work done, in order to release the amount. The Plaintiff insisted on releasing of money without submitting the bills. On the assurance of the Plaintiff, the Defendants released payment of Rs.23,00,000/- to the Plaintiff, which is admitted in the plaint, but corresponding bills were claimed to have never been submitted.

24. The Defendants requested the Plaintiff in July, 2008 to complete entire work in time, as they would be suffering a loss of more than Rs.90,000/- per day w.e.f. 01.08.2008.

25. The Plaintiff requested some more time to complete the work. Again, the Defendants kept on requesting him to complete the work in time bound manner. Further, in the month of August, 2008 it was noted by the Defendants that the labour were taking out the material brought on the Sites. When the Defendants tried to enquire, they were informed that they were doing so on the instructions of the Plaintiff.

26. On 10.09.2008, when the Plaintiff demanded the payment, the Defendants had requested the Plaintiff to complete the work as soon as possible. However, the Plaintiff started abusing the Defendants and instigated his labour, who threatened the Defendants in order to extort the unlawful payments. The Plaintiff thereafter, along with the labour, left the Sites.

27. The Defendants claimed that they suffered a total loss during this period of Rs.11,97,694/- for Site No. 1 and Rs.10,01,970/- for Site No. 2 besides other losses.



28. The averments made by the Plaintiff in the Plaint, were denied. It was submitted that there is no merit in the Suit of the Plaintiff, which is liable to be dismissed.

29. **The Plaintiff in the Replication**, *re-affirmed the assertions as made in the plaint.*

30. The **issues** on the pleadings, were framed on 24.05.2014, as under:

“1. Whether the plaintiff had failed to complete the job work within the time frame as alleged in the written statement? OPD

2. Whether the plaintiff is entitled to recover a sum of Rs.18,57,335/- from the defendants as sought in the plaint? OPP

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

4. Relief.”

31. **The Plaintiff, Sulakhan Singh examined himself as PW1** and produced the documents *Ex.PW1/1 to Ex. PW1/20*, which were the Statement of Account/Ledger Account Summary, Copy of Muster Role and Wages Payment Register, Machine Hiring Charges, Photographs, Legal Notice, Reply and the Complaints that had been made by him.

32. **The Defendant No. 1-Sh. Kanwarjit Singh Kochar examined himself as DW1** and proved the Lease Deed dated 26.05.2008 as *DW1/1* and the computer generated statement of account of the payments of rents as *Ex.DW1/2*.



33. The *DW2, Sanjay Kumar*, Manager, Recovery of the Defendants deposited about the two Sites having been taken on rent by the Defendants to expand their business.

34. *The learned ADJ on appreciation of the evidence of the parties*, concluded that the Plaintiff had failed to complete his work job till 31.07.2008, as had been agreed between the parties. It was further held that the Plaintiff had failed to state in the Plaint or produced any evidence about the nature and the extent of work that was to be carried out at the two Sites.

35. *PWI* even in his testimony had given vague statement about the work to be done. The Plaintiff had relied upon certain drawings/working drawings *Ex.P-1. (colly)*, but he failed to disclose as to who had given him those drawings. It was observed that the drawings had no clarity as regard to the Site on which the work was done.

36. The Plaintiff had relied upon 59 photographs *Ex.PWI/8 (colly)* and the CDs *Ex. PWI/9 (colly)* to demonstrate the work done on the two Sites, but these photographs were also not held sufficient to corroborate the claim of the Plaintiff to prove the work completed at the Sites. The Plaintiff had deputed two Supervisors Jagir Singh (since deceased) and Sh. Ram Parkash, but none was examined to support the extent of the work that was done. The bills *Ex.PWI/4 (colly)* in respect of Site No. 1 were handwritten bills, prepared on pages without any dates and were held to be not reliable to prove the case of the Plaintiff.

37. The Plaintiff was also not able to prove that it was the Defendants who had stopped the work at Sites.



38. It was, ***therefore, held*** that the Plaintiff was unable to prove his claim for recovery of money and the Suit was dismissed.

39. ***Aggrieved by the dismissal of the Suit, present Regular First Appeal has been preferred.***

40. ***The grounds of challenge are*** that there were specific averments made in the Plaint, but the Defendants in their Written Statement, failed to specifically deny each and every averments and their response was not only evasive, but also general and not sustainable under the law.

41. The learned ADJ has not considered that all the bills were duly acknowledged by the Defendants and the same had been proved by the Plaintiff along with the entries in books of account, and the Defendants' evidence denying the signatures on the bills, could not have been accepted.

42. It has not been considered that the Defendants did not put any questions to the Plaintiff's witness during cross-examination, regarding the defence taken in their Written Statement. The material facts from the books of account maintained by the Plaintiff in regular course of business, has been rejected.

43. The Defendants have failed to prove the allegations raised by them, through cogent and certain evidence. There is no description of the work assigned and work done by the Appellant on the part of the Respondents. The photographs and the CDs proved on record, were sufficient to pass a decree in favour of the Appellant. The circumstances proving the truthfulness of the case, were rejected by the learned ADJ.

44. The material evidence and the testimony of the witnesses have not been considered by the learned ADJ. The Defendants had failed to produce



any statement of account or records, to justify their assertions. The onus was on the Defendants to prove that the work was not completed within the timeframe as was alleged in the Written Statement. However, no document or evidence has been led in this regard.

45. The Defendants had only been intending to delay the process before the learned Trial Court since 2010, without any reason. On one hand, they intended to file a Counterclaim, which was returned by learned ADJ on 17.01.2011, but the same has not been filed, as is apparent from the Order dated 21.09.2016 of the learned ADJ.

46. The learned Trial Court has erroneously disregarded the ratio of the judgment in Gyan Chand & Bros & Anr. v. Ratan Lal @ Ratan Singh in Civil Appeal No. 130/2013 decided on 08.01.2013 by the Apex Court.

47. The learned ADJ has not considered the basic principles of law that when the Appellant had stated some facts, onus of proof shifted on Respondents, as was held in the case of AIR 94 SC 303.

48. It is therefore, submitted that the Impugned Judgment be set aside and the Suit of the Plaintiff be decreed.

49. The Respondent No. 1 in the reply to the Appeal as well as Written Synopsis has referred to the evidences of the parties, to contend that the evidence has been rightly appreciated to dismiss the Suit of the Plaintiff/Appellant.

50. The *Appellant in the Written Synopsis*, has reiterated the grounds as stated in the Appeal.

Submissions heard and record perused.



51. It is an admitted case of the parties that Defendant No. 1 & 2 had engaged the Plaintiff/Appellant for the renovation and repair work at Sites No. 1 & 2, respectively, and the Site-1 was handed over on 28.05.2008 and Site-2 was handed over in the first week of June, 2008 to the Plaintiff, for carrying out the necessary work. *Admittedly, there was no written contract between the parties.*

52. **The first aspect** for consideration is *the schedule within which work was to be completed.* The Plaintiff had asserted that the work was to be completed in the “*shortest possible time*”, subject to the demand of the Defendants, but *this shortest time* was not defined by the Plaintiff, either in his pleadings or in evidence.

53. The learned ADJ has referred to the testimony of Plaintiff as *PW1* where he deposed that “*shortest time as mentioned in the last line of page 5 of replication filed by him means that the work was to be completed within the period of 6 months*”. The learned ADJ has rightly observed that the alleged period of 6 months, was nowhere defined either in the pleadings or in the affidavit of evidence of the Plaintiff, and this period was for the first time claimed in the cross-examination. The term used in the pleadings was ‘*shortest time*’ without defining the months within which the work was to be completed.

54. On the other hand, the Defendants had taken a specific plea that the work was to be completed, on or before 31.07.2008. To corroborate their assertions, they have proved registered Lease Deed dated 26.05.2008 *Ex.DWI/1 vide* which they had taken the Site on a monthly rent of Rs.9,00,000/- excluding service tax and cess. As per Clause 4 of this Lease



Agreement, the Lessee was given 3 month's time for the execution of the Lease Deed, to carry out the necessary repairs and renovation at their own costs and no rent was to be charged for this period.

55. The Defendants had asked the Plaintiff to complete the work by 31.07.2008, as they needed 25 days for completion of wooden work, electricity work, glass work, etc., to ensure that their workshop started functioning w.e.f. 26.08.2008.

56. The Defendants had stated specifically in their Written Statement that the work was to be completed by 31.07.2008, which stands completely substantiated by the testimony of Defendants along with the documents produced by them. On the other hand, the averments of the Plaintiff about the tenure of completing the renovation work, were absolutely vague.

57. It has been rightly observed by the learned ADJ that "*it is impossible to believe that any prudent man entering into a contract for repair and renovation for such a Site would not make time the essence of the contract, as clearly he would start suffering losses if the renovation work was not completed and the workshop not started during the period of 3 months.*"

58. Weighing the evidence of both the parties, it has been established *that the work had to be completed by 31.07.2008 as has been rightly held by the learned ADJ.* It is the case of the Plaintiff himself that he had completed 70% of work at Site-1 and 99% work at Site-2. It is the admission of Plaintiff himself that work had not been completed at the two Sites.

59. Having concluded that the work was not completed, the next pertinent question which arises is "*whether the Plaintiff is entitled to Rs.18,57,335/-, as claimed by him*". In this context, the first thing which needs to be



established is that, *what exactly was the scope of work to be carried out by the Plaintiff*. It was stated in the Plaint that the work included addition and alterations, flooring, plaster work, bricks work and other related works.

60. In order to understand the scope of renovation and repair work undertaken by the Plaintiff, ***Para No. 4 of the Plaint may be reproduced***, which reads as under:

“that the Plaintiff and Defendant no.1 and 2 entered into an oral agreement/contract in the month of May-2008 for doing additions & alterations, flooring, plaster work ,bricks work and connected other works including raising of fresh construction on the above stated Sites no.1 and 2 in the presence of Defendant no.3 and Shri Jagir Singh s/o Shri Eachan Singh r/o B-1851, Shastri Nagar, New Delhi on the rates mutually agreed between the parties and labour and materials were to be arranged, provided and supplied by the Plaintiff.”

61. The bare perusal of the averments so made in Para No. 4 of the Plaint clearly shows that the exact scope of work has not been defined and there is only a vague mention, broadly specifying the nature of work which was to be done at the two Sites. There was as assertion in this paragraph that the work included *fresh construction* and the rates were mutually agreed between the parties.

62. Pertinently, even this term has not been explained by the Plaintiff. Though, the Defendants also had not stated anything, but the initial onus was on the Plaintiff to have proved the details of the work and the date at which the work was to be delivered.



63. In Para No. 4 of the Plaint, as reproduced above, in the scope of work, it is also mentioned that the work included *raising of fresh construction*. However, there is again, no detail of *the kind of fresh construction* which was to be undertaken. Moreover, *PWI*/the Plaintiff in his evidence has not explained what fresh construction was to be carried out. This aspect is also as vague, as the other averments made by the Plaintiff.

64. The Plaintiff in order to corroborate his assertions, that he had carried out the renovation and the repair has relied upon the drawings of the Site which are *Ex.PWI/1 (Colly)*. However, in his entire evidence, he failed to disclose as to who has given him these drawings.

65. Learned ADJ noted that these drawings were not signed by anyone and they also did not indicate which Site Plan pertained to which of the two Sites. These drawings did not even reflect the extent of construction/renovation that was required to be done.

66. Pertinently, these drawings had not been put to *DWI* in the cross-examination to seek any confirmation about their authenticity and also to confront him in regard to the extent of repairs/renovations carried out by him.

67. *PWI* in his cross-examination had claimed that there was a delay in completion of work only because the drawings were not provided by the *Architect*. This admission is significant as there is no evidence as to how did they come in possession of the Plaintiff. Moreover, there is no evidence about the person who had prepared those Site Plans, and merely by exhibiting the same as *PWI/1* by the Plaintiff, cannot be considered as proof of contents of the two Site Plans. *The learned ADJ thus, rightly observed*



that these two Site Plans did not support the evidence of the Plaintiff to prove the extent of construction.

68. Furthermore, in order to support his assertions that he had completed 70% work at Site-1 and 99% on Site-2, the Plaintiff had relied upon 59 photographs which are *Ex.PW1/8 (colly)*. These photographs also like Site Plans did not indicate which photograph pertained to which Site and also were not depicting the kind and the extent of construction which had been carried out at the two Sites. These photographs again had not been put to *DWI* either to establish their authenticity or to confront him with the extent of work done as depicted in the photographs. These photographs again did not corroborate the assertions made by the Plaintiff.

69. Similar was the fate of videos in *Ex.PW1/9*, which claimed to have been prepared of the work done. As noted by learned ADJ, these videos were not even played during evidence when they were exhibited. These again were not put to *DWI* to establish the authenticity of the two Sites.

70. The *next significant aspect* was that as per the Plaintiff, the work was supervised by the two Supervisors, namely, Jagir Singh (since deceased) and Sh. Ram Parkash. Neither of the Supervisors had been examined, to corroborate the testimony of the Plaintiff.

71. The Plaintiff had claimed that he had done the work as admittedly Rs.23,00,000/- were paid by the Defendants. The case of the Defendants is that 50% work was done, which explains the part payment.

72. To claim the balance amount, the Plaintiff had proved the bills *Ex.PW1/4 (Colly)*. However, bare perusal of these bills reflect that they are hand written and prepared on register pages, without any date. There is no



signature of any person, who had prepared the bills. Not only this, there were no supporting vouchers about the payments made.

73. These bills no doubt, had endorsement received with some initials underneath. However, these endorsements of receiving did not have the stamp or the date of the receiving company. Moreover, the Plaintiff in his cross-examination had stated that these bills were received by different persons at different times. The Plaintiff had claimed that signatures on PW1/4, may be of 3-4 employees, which was against the endorsements on the bills. Moreover, the Plaintiff failed to give the name of the employees of the Defendants who had received the bills, which again created a doubt about the authenticity of the bills on which reliance had been placed by the Plaintiff. Moreover, learned ADJ observed that it was evident from their bare perusal, that all the bills had same initials.

74. Mere production of bills without they being supported with any bills of purchase of material or giving details of labourers cannot be considered as authentic documents supporting the case of the Plaintiff.

75. It is established from the evidence that the repair and renovation work was given to the Plaintiff, to be completed by 31.07.2008. However, admittedly the work continued on the Sites till September, 2008. It is evident that the Plaintiff failed to complete the work and it was stopped in regard to which the Plaintiff had allegedly made various complaints. It all reflects that the Plaintiff had failed to complete the renovation work as was agreed between the parties and that he was paid Rs.23,00,000/- for the work executed by him at the two Sites.



76. The onus was on the Plaintiff to have proved the extent of work carried out and also to corroborate that the work under the disputed bills, pertained to the work that had already been executed by him.

77. The learned ADJ rightly observed that once the work had been stopped midway, it is as ordinary prudence dictates that the Plaintiff had not completed the entire work. From the evidence as led by the parties, it is established that he has received the money for the work executed by him. The Plaintiff was unable to prove his claim for Rs.18,57,335/- towards the work executed by him at the Sites, for which the payment has not been made to him.

78. The learned ADJ in a well detailed and well appreciated evidence, has rightly dismissed the Suit of the Plaintiff.

Conclusion:

79. *There is not merit in the present Appeal, which is hereby, dismissed.*
The pending Application(s), if any, are disposed of accordingly.

**(NEENA BANSAL KRISHNA)
JUDGE**

JUNE 16, 2026/N