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

*Date of decision: 06<sup>th</sup> May, 2025*

+ **RFA(COMM) 233/2025, CM APPL. 24586/2025 & CM APPL. 24587/2025**

**OUTLOOK PUBLISHING INDIA PRIVATE LIMITED**

.....APPELLANT

Through: Mr. Setu Niket & Ms. Esha Mazumdar  
Advs. (M:9873109672)

versus

**R R SOLUTION**

.....RESPONDENT

Through: None.

**CORAM:**

**JUSTICE PRATHIBA M. SINGH**

**JUSTICE RAJNEESH KUMAR GUPTA**

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

1. This hearing has been done through hybrid mode.
2. The present regular first appeal has been filed by the Appellant-Outlook Publishing (India) Pvt. Ltd. under Section 13(1) of the Commercial Courts Act, 2015 read with Section 96 of the Code of Civil Procedure, 1908, *inter alia*, assailing the impugned judgment dated 6<sup>th</sup> March, 2025 in *CS(COMM) No. 73/2021* titled '*Outlook Publishing (India) Pvt. Ltd. v. R.R. Solution*' passed by Id. District Judge (Commercial) -03, South, Saket, New Delhi (hereinafter, '*Id. Commercial Court Judge*'). *Vide* the impugned judgment, the suit for recovery filed by the Appellant for a sum of Rs.11,09,159/- along with interest was dismissed.
3. The case of the Appellant is that it publishes a number of magazines



including the magazine under the name Outlook and Outlook Business. The Respondent herein is stated to have availed of certain advertisements in the print editions of the magazines published by the Appellant. Two agreements were entered into on 24<sup>th</sup> April, 2020 between the parties and it is the case of the Appellant that a sum of Rs.9,77,000/- remained outstanding which was not paid by the Respondent, the details of which are as under:

Magazine	Issue Date	Invoice No.	Invoice Date	Invoice/Net Payable Amount (INR)
Outlook Web	20-04-2020	20-21/0005	30-04-2020	1,77,000/-
Outlook	27-07-2020	20-21/0059	13-07-2020	6,00,000/-
Outlook Business	01-08-2020	20-21/0108	31-07-2020	2,00,000/-
<b>Total Outstanding till due date</b>				<b>9,77,000/-</b>

4. The Respondent did not appear in the suit and no written statement was filed. The Appellant then led *ex parte* evidence of one Mr. Arun Ramachandran, who was the authorised representative of the Appellant. The said witness had exhibited the agreements and the copies of the advertisements from the three magazines dated 20<sup>th</sup> April, 2020, 27<sup>th</sup> July, 2020 and 1<sup>st</sup> August, 2020. The Court, however, in its judgment observed that the original magazines were not filed and only photocopies were filed. Hence, the suit itself is dismissed. The reasoning given by the Id. Commercial Court Judge is set out below:

*“8. I have heard Mr. Setu Niket, ld. Counsel for plaintiff*



and perused the record.

9. PW 1 Arun Ramchandran reiterated and substantiated the version given in the plaint. PW 1 deposed about execution of orders placed and publication of advertisements for defendant as enumerated in the agreements entered into between the parties. PW1 Arun Ramachandran also referred to raising of invoice for a total sum of Rs. 9,77,000/-. PW 1 Arun Ramchandran also deposed about various reminders sent to the defendant and subsequently issuance of legal notice for payment of amount due. PW 1 Arun Ramchandran was not cross examined as defendant was *ex parte*.

10. Cause of action for recovery of Rs. 9,77,000/- is that plaintiff published advertisements of defendant as promised in agreements. Plaintiff apart from orally deposing about publication of advertisements has not placed on record any documentary proof/evidence to substantiate the same. Plaintiff placed on record pages of Outlook magazine which were collectively taken on record as Mark B. **These documents are not admissible in evidence as these are photocopies and not in compliance with Section 62 of Indian Evidence Act. Plaintiff could have very well filed the original magazines in the Court. Even in photocopies of these pages of magazines, one does not find any mention of defendant or any connection with defendant. Thus, it is not established from these pages as to whether the advertisements shown therein are of defendant concerned.** The only document on which plaintiff is relying are the text invoices stated to have been raised by plaintiff on defendant. However, for establishing cause of action for publishing advertisements in magazine of defendant, something more than mere text invoice was required from the plaintiff.

11. The fact that defendant is *ex-parte* will not mean that plaintiff is absolved from the responsibility of proving its case as per law. Plaintiff has miserably



*failed to prove its case on the basis of preponderance of probability. Accordingly, the suit of plaintiff is dismissed.”*

5. Ld. Counsel for the Appellant submits that these magazines were published during the COVID -19 period and the same could not be traced. Today, he has produced before the Court two original magazines of the Court dated 27<sup>th</sup> July, 2020 and 1<sup>st</sup> August, 2020.

6. In the opinion of this Court, the Trial Court has taken the right view that mere photocopies could not have been exhibited, as the magazines forms the basis of the claim for recovery itself. However, since the two original publications are now available and the third publication is stated to be a digital publication, the impugned judgment is set aside only on this ground as the Appellant ought not to suffer, especially due to pandemic related difficulties.

7. The Appellant is permitted to lead additional evidence in the form of two magazines and electronic evidence in respect of the digital magazine in accordance with law. Let the affidavit in respect of the same be filed within two months before the Id. Commercial Court Judge.

8. List before the Id. Commercial Court Judge again on 21<sup>st</sup> July, 2025. The Commercial Court shall proceed in accordance with law.

9. The appeal is disposed of in these terms. Pending applications, if any, are also disposed of.

**PRATHIBA M. SINGH**  
**JUDGE**

**RAJNEESH KUMAR GUPTA**  
**JUDGE**

**MAY 6, 2025/dj/ck**