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

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*Judgment reserved on: 18.02.2026**Judgment pronounced on: 27.02.2026**Judgment uploaded on: 27.02.2026*

+ RFA(OS)(COMM) 30/2019

ODEAN BUILDERS PVT. LTD.

.....Appellant

Through: Mr. Karunesh Tandon, Mr.
Sarhvak Mittal & Mr Prabin
Mohan, Advs

versus

SASUMOROV ENTERPRISES PVT. LTD.Respondent

Through: Mr. Tanmay Mehta, Mr. Mukul
Lather, Mr. Devesh Kumar
Chauvia, Mr. Ashish Kumar
Singh, Mr. Kartik Gupta & Mr.
Gitesh Sinha, Advs**CORAM:****HON'BLE MR. JUSTICE ANIL KSHETARPAL****HON'BLE MR. JUSTICE AMIT MAHAJAN****J U D G M E N T****ANIL KSHETARPAL, J.**

1. The present Appeal, filed by the Appellant [Defendant before the learned Single Judge], is directed against the judgment and decree dated 16.11.2018 [hereinafter referred to as 'Impugned Judgment'] passed by learned Single Judge in CS(COMM) No. 927/2016, whereby the learned Single Judge decreed the summary suit instituted by the Respondent [Plaintiff before the learned Single Judge] for recovery of Rs. 2,33,46,254/-, together with pre-suit interest @ 15% per annum calculated after expiry of 60 days from the date of each



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invoice till institution of the suit, and *pendente lite* as well as future interest @ 9% per annum while declining leave to defend the suit.

2. The issue which arises for consideration in the present Appeal is whether the learned Single Judge was justified in refusing leave to defend and consequently decreeing the summary suit, on the premise that the defence raised by the Appellant did not disclose any *bona fide* or triable issue warranting trial.

FACTUAL MATRIX

3. In order to appreciate the controversy involved in the present Appeal, it would be apposite to briefly notice the relevant facts. For the sake of convenience and clarity, the parties shall be referred to as they were arrayed before the learned Single Judge.

4. The Plaintiff instituted a summary suit seeking recovery of amounts allegedly due towards supply of Thermo Mechanically Treated (TMT) bars. It was the case of the Plaintiff that the Defendant had placed three purchase orders dated 06.05.2013, 26.07.2013 and 01.10.2013 for procurement of TMT bars. Pursuant thereto, the Plaintiff supplied the goods and raised invoices as under:

- i. In respect of purchase order dated 06.05.2013- invoices dated 26.05.2013, 31.05.2013, 01.06.2013 and 03.06.2013;
- ii. In respect of purchase order dated 26.07.2013- invoices dated 16.08.2013, 19.08.2013 and 28.08.2013;
- iii. In respect of purchase order dated 01.10.2013- invoices dated



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16.10.2013 and 27.10.2013.

According to the Plaintiff, despite due delivery of goods under the aforesaid invoices, the Defendant failed to clear the outstanding amounts and made only a solitary payment of Rs. 1,00,000/- in May, 2014.

5. The Plaintiff further averred that two debit notes, one dated 19.08.2013 for Rs.28,767/- and another dated 28.08.2013 for Rs.2,061/-, allegedly issued by the Defendant on account of short supply of material, had been duly adjusted in the statement of accounts. It was additionally pleaded that the Defendant had confirmed the balance outstanding and had also issued 'C' Forms acknowledging receipt of the goods. The Plaintiff further relied upon an email dated 12.09.2014 sent by Punit Kumar Bansal, Manager (Purchase) of the Defendant Company, *inter alia* to Mukesh Gupta, Deepak Garg, Deepak Bansal (who are all employees of the Defendant) as well as to the email address of Plaintiff being *sasumorove@gmail.com* to contend that the Defendant acknowledged the liability to pay. Notwithstanding the same, the Defendant failed to liquidate the outstanding liability.

6. Upon service of summons, the Defendant entered appearance and filed an application seeking leave to defend the suit. The principal grounds urged in the application were that the Courts at Delhi lacked territorial jurisdiction; that the email dated 12.09.2014 relied upon by the Plaintiff was fabricated and was not issued from the registered email address of the Defendant; and that no certificate under Section



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65-B of the Indian Evidence Act, 1872 [hereinafter referred to as 'Evidence Act'] had been filed in support of the electronic record. The Plaintiff subsequently placed on record a certificate under Section 65-B of the Evidence Act along with additional documents filed on 28.06.2016 and 09.10.2017.

7. The learned Single Judge, upon consideration of the pleadings and the material placed on record, came to the conclusion that the defence raised by the Defendant did not disclose any triable issue. It was held that in view of the documentary material produced by the Plaintiff, the Defendant was not entitled to grant of leave to defend, and accordingly the suit came to be decreed.

8. Aggrieved by the refusal of leave to defend and the consequent decree passed in favour of the Plaintiff, the Defendant has preferred the present Appeal.

CONTENTIONS OF THE PARTIES

9. Learned counsel appearing on behalf of the Appellant/Defendant, assailing the Impugned Judgment, advanced the following submissions:

i. It was contended that the Courts at Delhi lacked territorial jurisdiction to entertain the suit. According to the Appellant, the transaction in question was finalized at Panipat and the goods were supplied at Panchkula. Merely because the Appellant has its registered office at Delhi would not, in the absence of any part of cause of action arising within Delhi, confer jurisdiction upon the Courts at Delhi.



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ii. It was further submitted that at the time of institution of the suit, the Respondent had not placed on record the complete set of documents. Certain documents were subsequently filed on 28.06.2016 and 09.10.2017, allegedly without seeking appropriate leave of the Court. On this ground, it was argued that the Appellant had been prejudiced and, at the very least, unconditional leave to defend ought to have been granted.

iii. Learned counsel also assailed reliance placed upon email dated 12.09.2014, contending that the said email was fabricated and was not issued from the registered email address of the Appellant. It was argued that the learned Single Judge erred in relying upon the said electronic communication while decreeing the suit.

iv. It was additionally urged that the invoices relied upon by the Respondent did not correspond with the purchase orders. Reference was also made to an email dated 26.08.2014, which, according to the Appellant, was not part of the judicial record. In conclusion, it was submitted that all admissible payments had already been made and that the learned Single Judge erred in decreeing the suit without appreciating the defence raised.

10. *Per contra*, learned counsel appearing on behalf of the Respondent/Plaintiff supported the Impugned Judgment. It was submitted that the Appellant had issued duly signed 'C' Forms acknowledging receipt of the goods supplied under the invoices in question. It was further contended that in the application seeking leave to defend, the Appellant had not disputed receipt of goods but had



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merely alleged delay in supply of the material. According to the Respondent, such a defence did not raise any *bona fide* or triable issue warranting grant of leave to defend. It was also submitted that a reply to the application for leave to defend had been duly filed.

11. In rejoinder, learned counsel for the Appellant reiterated that the entire outstanding amount had already been paid. It was further contended that the Respondent had not filed a proper para-wise reply to the application for leave to defend and that the documents subsequently placed on record could not have been relied upon without formal leave of the Court.

ANALYSIS & FINDINGS

12. This Court has considered the submissions advanced on behalf of the parties at length and with their able assistance, perused the material on record.

13. Territorial Jurisdiction- The first objection raised by the Appellant pertains to territorial jurisdiction of the Courts at Delhi. Upon examination of the record, the following circumstances emerge:

a. It is not in dispute that the registered office of the Appellant is situated at Connaught Place, New Delhi.

b. The three purchase orders dated 06.05.2013, 26.07.2013 and 01.10.2013 were admittedly issued from the registered office of the Appellant at Delhi. The amended purchase order dated 13.05.2013 was likewise issued from the said address.



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c. The debit notes dated 19.08.2013 and 28.08.2013, alleging short supply of material, were also forwarded from the Appellant's registered office at Delhi.

d. The balance confirmation, as well as the statutory 'C' Forms acknowledging receipt of goods, were transmitted from the Appellant's Delhi address.

e. The Respondent has consistently asserted that negotiations between the parties took place at Delhi and that meetings were held at the Appellant's registered office. The payment of Rs. 1,00,000/- made in May 2014 is also stated to have been transacted through dealings at Delhi.

14. In view of the above material, it cannot be said that no part of the cause of action arose within the territorial jurisdiction of the Courts at Delhi. Issuance of purchase orders, correspondence relating to supply, confirmation of accounts, and statutory forms acknowledging receipt of goods constitute integral components of the commercial transaction and form part of the bundle of facts giving rise to the cause of action.

15. Even otherwise, it is well settled that an objection to territorial jurisdiction must not only be raised at the earliest opportunity but must also demonstrate consequent failure of justice. The Appellant has neither pleaded nor established any prejudice or failure of justice occasioned on account of the suit having been instituted at Delhi. In the absence of demonstrated failure of justice, the decree cannot be set aside solely on technical objection to territorial jurisdiction,



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particularly at the appellate stage.

Accordingly, the objection on this ground does not merit acceptance

16. Subsequent Filing of Documents and Section 65-B Certificate-

The second limb of challenge concerns production of certain documents subsequent to institution of the suit. The record indicates that the Respondent had initially filed a set of documents along with the plaint. However, the certificate under Section 65-B of the Evidence Act in respect of electronic communications was not filed at that stage.

17. Thereafter, upon the Appellant disputing the authenticity of the email dated 12.09.2014 and contending that the same did not emanate from its registered email address, the Respondent placed on record additional documents on 28.06.2016 and 09.10.2017, including compact discs containing the email chain, along with a certificate under Section 65-B and supporting affidavit.

18. A perusal of the email trail reveals that on 26.08.2014 at 12:51 PM, the Respondent had circulated the ledger account to representatives of the Defendant seeking confirmation. In response thereto, Mr. Punit Kumar Bansal, stated to be Manager (Purchase) of the Appellant, forwarded a signed confirmation of accounts. The subsequent email dated 12.09.2014 appears to be in continuation of the said correspondence and reflects acknowledgment of the outstanding amount.

19. Significantly, the Appellant has not placed on record any



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affidavit of Mr. Punit Kumar Bansal denying issuance of the said email. Nor is it disputed that he was serving as Manager (Purchase) of the Appellant company at the relevant time. In these circumstances, the mere assertion that the email did not originate from the “registered email address” of the Appellant does not, by itself, raise a substantial triable issue.

20. As regards the contention that the additional documents were filed without leave of the Court, it is evident that the learned Single Judge took the said material on record and considered the same. The Appellant had full opportunity to respond thereto. No demonstrable prejudice has been shown to have been caused by such filing. Procedural rules are intended to advance justice and not to defeat a substantive claim, particularly where opportunity of rebuttal has been afforded.

21. Alleged Mismatch Between Purchase Orders and Invoices- The next submission of the Appellant is that the invoices did not correspond with the purchase orders. The material on record, however, indicates that invoices were generated in accordance with actual dispatches of goods, depending upon the capacity of the carrier and logistics involved.

22. It is not uncommon in commercial transactions involving bulk materials such as TMT bars for a single purchase order to be executed through multiple consignments and invoices. In the present case, against the purchase order dated 06.05.2013, several invoices were generated between 26.05.2013 and 03.06.2013, including multiple



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invoices on 01.06.2013. The Appellant has not demonstrated any specific quantitative discrepancy between the total ordered quantity and the aggregate invoiced quantity.

23. The bald assertion of mismatch, without material substantiation, does not constitute a *bona fide* or substantial defence raising a triable issue.

24. Email Dated 26.08.2014- The contention that email dated 26.08.2014 was not part of the record is factually incorrect. The said email formed part of the third set of documents placed on record on 09.10.2017 and was considered by the learned Single Judge. The email chain demonstrates that the communication dated 12.09.2014 was in response to the earlier email seeking confirmation of accounts.

25. Alleged Payment of Entire Dues- The Appellant has contended that all admissible payments were made. However, apart from the admitted payment of Rs. 1,00,000/- in May 2014, no documentary proof of further payments has been placed on record. No bank statements, payment advices, or reconciliation statements have been produced to substantiate the plea of full and final discharge.

26. On the contrary, the issuance of balance confirmation and statutory 'C' Forms acknowledging receipt of goods supports the case of the Respondent that material was received and liability subsisted.

27. Whether Triable Issue Arose- It is an admitted position that receipt of goods is not disputed. The delivery notes bear acknowledgment of the Appellant. The debit notes alleging short



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supply further establish receipt of goods. Balance confirmation and issuance of 'C' Forms reinforce the Respondent's case regarding supply and outstanding liability.

28. In the backdrop of the documentary material placed on record, the defence raised by the Appellant appears to be largely technical and unsupported by substantive evidence. The learned Single Judge, upon appraisal of the material, concluded that no *bona fide* triable issue arose warranting grant of leave to defend.

29. This Court, exercising appellate jurisdiction, does not find any perversity, illegality, or material irregularity in the approach adopted by the learned Single Judge.

CONCLUSION

30. In view of the foregoing discussion, this Court is of the considered opinion that the learned Single Judge committed no error in refusing leave to defend and decreeing the suit.

31. The present Appeal is accordingly dismissed.

ANIL KSHETARPAL, J.

AMIT MAHAJAN, J.

FEBRUARY 27, 2026

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