2026:DHC:7734

* IN THE HIGH COURT OF DELHI AT NEW DELHI

% ***Reserved on: 31st July, 2026***
Pronounced on: 10th September, 2026
Uploaded on: 10th September, 2026

\# ***CNR No. DLHC010151182020***

\+ **REVIEW PET.307/2026 & CM APPL. 42079/2026 in RFA No. 172/2020**

M/S ADIGEAR INTERNATIONAL
[A Partnership Firm]
Through its Partners,
Sh. Pran Nath Khanna [wrongly mentioned as Sh. Prem Khanna],
Sh. Sandeep Khanna, Sh. Sanjay Khanna and Sh. Sameer Khanna.
Having its Office at:
Plot No.150, Sector - 4,
IMT Manesar, Gurugram, Haryana. .....Appellant
Through: Mr. Gaurav Vig, Advocate.

versus

SUNITA JAIN
W/o Late Sh. Bharat Bhushan Jain,
Proprietor, M/s Bharat Cottons,
C/o 316, Kucha Ghanshi Ram,
Chandni Chowk, Delhi. ....Respondent
Through: Mr. Varun Mehlawat, Advocate.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. A Review Petition under Section 114 read with Order XLVII Rule 1 and Section 151 CPC has been filed on behalf of the Appellant/Defendant, M/s Adigear International, seeking review of the Judgment/Order dated 16.06.2026, *whereby the Appeal filed by the Appellant was **dismissed***.

2. The Appellant has submitted in the Review Application that the Appellant had submitted its Written Submissions on 27.02.2026, which fact is also recorded in the Order dated 13.03.2026. The perusal of the Judgment dated 16.06.2026 indicates an error apparent on the face of the record, inasmuch as certain material documents which formed part of the judicial record, have not been considered. Further, specific submissions were advanced by the Appellant orally as well as in Written Submissions, have not been dealt with, in the impugned Judgment dated 16.06.2026.

3. The Plaintiff/Respondent had returned the defective goods through three Debit Notes was aware of the original Debit notes were on record and were acknowledged to have been received through Kapil, the Respondent's employee, thereby supporting the plea that the goods had been returned. The plaintiff had extensively cross-examined DW-1, on these documents. Furthermore, these Debit Notes and Challan Forms clearly correlate with specific Invoices. However, these Debit Notes and Challans, have been erroneously overlooked. The finding of the Court in discarding the Debit Notes on the ground that the originals had not been produced, is erroneous and is liable to be set aside.

4. The ***second ground*** asserted in the Review Petition is that the ***Suit was barred by limitation as it was based on independent Invoices raised***

between September 2012 and December 2014. In the absence of any mutual, open and current account, each Invoice constituted a separate cause of action, for the purpose of limitation. The issue of limitation required independent consideration with reference to Article 14 of the Limitation Act. Reliance is placed on *Micrographics India vs. GNCTD*, 2018 SCC OnLine Del 8448; *Harjit Singh vs. Bharat Hotels Ltd*., 242 (2017) DLT 406; and *Continental Advertising Pvt. Ltd. vs. Karan & Co.*, 2018 SCC OnLine Del 11921.

5. The legal consequences flowing from the issuance of two alleged Cheques also required separate examination, in the light of the authorities cited by the Defendant/Appellant. The Appellant had specifically raised the plea that the Suit was partly barred by limitation, in the Written Submissions. It was explained that Article 14 of the Limitation Act applies and limitation runs from the date of delivery. However, the issue of limitation appears to have been rejected solely on the basis of two dishonoured Cheques dated 26.10.2012 and 28.02.2014. The Appellant's case is that these were security Cheques and not an acknowledgment under Section 18 of the Limitation Act, and therefore did not extend the period of limitation.

6. The security Cheques were allegedly misused after adjustment of accounts and return of goods and, therefore, could not revive time-barred claims. Reference is made to *Shell India Markets Pvt. Ltd. vs. Raja Ram Paras Prabhu*, 2012 SCC OnLine Del 4521.

7. The ***third ground*** raised is that a *material jurisdictional error* has been committed in appreciating the documentary evidence of the Appellant.

The ground specifically urged in the oral submissions, as well as elaborately detailed in the Written Submissions, has not been considered. The learned Trial Court had erroneously observed that there was no specific plea regarding the return of inferior quality goods or the issuance of Debit Notes in the Written Statement, whereas the Written Statement specifically pleaded the return of inferior quality goods and the issuance of corresponding Debit Notes.

8. It has been observed in paragraphs 31 to 39 of the impugned Judgment that there was no admissible evidence, substantiating the alleged return of goods. This is essentially premised on the originals of Debit Notes and Challans not having been produced. However, as mentioned above, these findings are contrary to the record, wherein the original Debit Notes and Challans had been filed by the Defendant and are available on record.

9. It is further submitted that the Confirmation Letter dated 10.07.2014, Ex. DW-1/P1, had been exhibited in evidence and could not have been rejected merely because it was produced during the cross-examination of DW-1. Reliance is placed on *Sugandhi (Dead) through LRs vs. P. Rajkumar*, wherein it was held that where a document is permitted to be produced in cross-examination, the same cannot be discarded merely on that ground, particularly when the opposite party has an opportunity to rebut the document.

10. It is further submitted that the Applicant had specifically challenged the *award of interest from 01.03.2014 on the ground that there was no contractual stipulation providing for payment of interest from the said date and that the Invoices also did not contain any agreed rate of interest.*

11. It is, therefore, submitted that the impugned Judgment dated 16.06.2026 of this Court, suffers from errors apparent on the face of the record and is liable to be set aside.

Submissions heard and record perused.

12. The ***first ground*** on which the Review is sought is that the originals of the Debit Notes and Challans, Ex. DW-1/B1 to B6, had been produced and filed on the Court record, but were erroneously de-exhibited during the evidence of DW-1, without considering that the originals of these documents were already available on the record. It is, therefore, submitted that the mere exhibiting or de-exhibiting of the documents is not the material consideration; what is significant is whether the original documents had been placed on the record or not.

13. While this contention of the Appellant, at first blush, may appear significant, the fact remains that at the time when the evidence of DW-1 was tendered, *these documents had been specifically de-exhibited by the direction of the Court.* No objection of any kind had been taken by the Defendant against the de-exhibition of the documents for want of the originals, and the documents were thereafter, marked as **Mark DW-1/B1 to B6.**

14. Apart from this, even if it is accepted that the originals of the documents were filed along with the List of Documents dated 28.10.2016, *the evidentiary value of the Debit Notes was still required to be established* before this Court in the impugned Judgment.

15. In the impugned Judgment, it was specifically considered that *there was no cogent evidence to establish that the goods supplied were ever* *returned to the Plaintiff or that valid Debit Notes were issued in respect thereof*. A reference was made to the cross-examination of DW-1, who admitted that he was not aware of any written communication, letter, email or message sent by the Plaintiff to the Defendant informing the Plaintiff about the return of the goods on account of inferior quality or any other reason. In fact, there was no document evidencing the return of the goods or their acknowledgment by the Plaintiff. Merely making an endorsement in the record indicating an intention to return the goods or to prepare the Debit Notes was not sufficient, **to establish that either the goods were found to be of inferior quality or were indeed returned.**

16. From the said observations of this Court, it is evident that the independent ocular evidence of DW-1 was considered, to disbelieve the claim that the goods had been returned to the Plaintiff. Even if the Debit Notes were accepted, they were prepared by the defendant and the contents were required to be proved, which was not done. There was extensive cross-examination done by the plaintiff of DW-1 on these documents, wherein it was categorically denied that these Notes were ever acknowledged by the employee of the Plaintiff . There was no cogent evidence to prove that these Debit Notes were ever received by the plaintiff.

17. Moreover, there was no corresponding evidence in regard to the return of the goods. Pertinently, the defendant had failed to confront PW-1 with these documents, in his cross-examination, to explain these Debit Notes. There still had to be some independent, cogent evidence corroborating the defence of return of goods, which, as noted in the Judgment, had not been produced. The Debit Notes, therefore, did not in any manner improve the case of the Defendant in the absence of any cogent evidence, otherwise led by the Defendant.

18. Pertinently, the Appellant had filed its Ledger Account reflecting the amounts adjusted against the three Debit Notes; however, the said Ledger Account was neither proved nor was the Plaintiff confronted with the same. Further, the Statement of Account, though filed on record, was also not proved by the Defendant.

19. It is evident that the Debit Notes were considered and held to not improve the defence of the defendant. The appellant, in fact, is seeking re-appreciation of evidence, which is beyond the scope of Review.

20. The ***second contention*** raised is **in regard to** limitation**;** it being asserted that the period of limitation should have been calculated against each individual Invoice, as each Invoice constituted a separate cause of action. However, admittedly, there were two Cheques, dated 2012 and 2014, respectively**,** that had been issued by the Defendant. The mere claim that these were security Cheques or were misused and could not amount to an acknowledgment, has been specifically addressed in the impugned Judgment, and there is no error apparent on the face of the record in this regard.

21. The ***third ground*** raised is that the **Confirmation Statement, Ex. DW-1/P1**, had been duly produced by DW-1 in his cross-examination and should not have been discarded outright. However, there are detailed findings as to why Ex. DW-1/P1, though produced, did not enure to the benefit of the Defendant.

22. The multiple grounds have been stated in the impugned Judgment, with reference to the Written Statement and also to the fact that the document, Ex. DW-1/P1, was never put to the Plaintiff in his cross-examination, so as to afford him an opportunity to explain the document. Further, the Confirmation Statement had allegedly been received by Mr. Kapil, the alleged employee of the Plaintiff, but it has been discussed extensively that no cogent evidence was led to prove that Kapil was an employee of the Plaintiff or that he had acknowledged the alleged Confirmation Statement, Ex. DW-1/P1. *The document has, therefore, been considered in detail in the impugned Judgment*, and the contention raised in the Review Petition regarding the discarding of Ex. DW-1/P1, is ***without merit***.

23. The **last contention** raised is **in regard to the grant of pre-suit interest,** on the ground that there was no agreed rate of interest payable on delayed payment and, therefore, pre-suit interest ought not to have been granted. However, this contention amounts to a challenge to the merits of the case and is beyond the scope of a Review Petition.

24. There is no error apparent on the face of the record warranting review of the impugned Judgment.

25. The Review Petition is, accordingly, ***dismissed.*** Pending Application is also disposed of.

(NEENA BANSAL KRISHNA)
JUDGE

SEPTEMBER 10, 2026
va