



2026:DHC:5052



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

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Reserved on: 11th February, 2026

Pronounced on: 03rd June 2026

+ **RFA No. 242/2020, CM APPL. 25169/2020 & CM APPL. 28465/2020**

1. **M/S AMBER ELECTROTECH LTD.**

F-3/3, Okhla Industrial Area,

Phase-I, New Delhi-110020.

Through its Authorised Representative

Mr. Sachin Madaan

....Appellant No.1

2. **MR. AMARJEET SINGH**

Director and Authorised Signatory

M/s Amber Electrotech Ltd.

F-3/3, Okhla Industrial Area,

Phase-I, New Delhi-110020.

....Appellant No.2

Through: Mr. Sheikh Imran Alam, Mr. Rahul
Kumar Jain and Mr. Arshad Jawed,
Advocates

versus

M/S DOLLAR SECURITY & SUPPORT SERVICES

RZ-376/21, First Floor,

Tughlaqabad Extensions, Kalkaji,

New Delhi

Presently at:

M-47, Ground Floor, Kalkaji, New Delhi

Through:

Sh. Raj Kumar Dagar, Authorised

Representative & General Manager

...Respondent



Through: Mr. Nagendra Kasana, Mr. Sachin Bhati, Ms. Anjana Kasana and Ms. Neeta Kasana, Advocates

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 Rule 1 of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*) read with Section 10 of the Delhi High Court Rules, 1996, has been filed on behalf of the Appellants against the Judgment dated 26.06.2020, whereby the *Suit of the Plaintiff/Respondent for Recovery of Rs.2,91,031/- along with the pendente lite and future interest @12% p.a., has been decreed.*
2. The Plaintiff/Respondent had filed a **Civil Suit bearing CS DJ No. 207727/2016 for Recovery of Rs.4,02,808/- along with pendente lite and future interest.**
3. **The facts in brief** are that the Plaintiff, a sole-proprietorship concern, was engaged in the business of providing security guards. On the request of the Defendants for providing the security services, they entered into an Agreement dated 30.10.2009 and the security guards were provided at the various establishments of the Defendants.
4. The Plaintiff claimed that the Defendants failed to make payment against certain Invoices and bills to the tune of Rs.3,91,031/-. A cheque of Rs.2,09,267/- was given on behalf of the Defendants though, on presentation, it was dishonoured for the reason '*payment stopped by drawer*'.



5. On the request of the Defendants, Plaintiff returned the dishonoured cheque on the assurance of the Defendants that he would make the payment. However, despite repeated requests and service of Legal Notice dated 19.10.2013, the Defendants failed to make the payment. *Hence, a Suit was filed for Recovery of Rs.4,02,808/- along with the interest @12% p.a.*

6. **The Defendants in their Written Statement**, took the preliminary objection that the Plaintiff has concealed material facts. It was further claimed that the Plaintiff had no *locus standi* to file the Suit or to claim the amount.

7. It was stated in the plaint that M/s Dollar Security & Support Services (Plaintiff) is the sole proprietorship concern of Mr. Deepak Dagar while the Suit has been filed under the signatures of Mr. Raj Kumar Dagar by asserting that he is the authorised representative of Plaintiff. However, no Power of Attorney has been filed in favour of Mr. Raj Kumar Dagar. The Suit is, therefore, not been signed and filed by authorised person and is liable to be rejected.

8. It is further submitted that the Suit has been filed in the name of M/s Dollar Security & Support Services, which is not a legal entity as per law. It is a proprietorship firm; Suit in the name of the proprietorship firm is not maintainable.

9. It is further submitted that there is no privity of contract between the Plaintiff and the Defendant. As per the agreement dated 30.10.2009 annexed with the plaint, it reflects that it was executed between the Plaintiff and the Defendant for providing security services. Bare perusal of the Agreement reflects that it has not been executed between the Plaintiff and the Defendant and it has neither been signed by the Plaintiff nor is he is a party to the same.



The Agreement is purportedly executed by one Shiva Associates and the Plaintiff is neither a party nor signatory to the alleged Agreement.

10. Without prejudice to these preliminary objections, the Defendant in his Written Statement stated that as per this alleged Agreement dated 30.10.2009, the security men provided by the Security Agency, were required to ensure and take all steps and precaution to prevent theft, pilferage and other criminal acts in the premises where the services were being provided. However, it is contended that in gross violation of this Clause, the Security Agency did not provide the agreed services and various theft, pilferages took place at the sites and premises where the security services were being provided.

11. Furthermore, in the night of 09.08.2013, theft took place at the store of Defendant Company at Paryavaran Bhawan, for which they registered an FIR on 10.08.2013. similarly, other thefts had taken place at other sites of the Defendant Company where the security services were being provided.

12. The Defendants claimed that they suffered a huge and substantial loss of lacs of rupees on account of pilferage and theft which occurred at various sites on account of lack of proper security services rendered by the Security Agency.

13. The Defendant further claimed that as per the Agreement, the disputes, if any, were referable to Arbitration under Arbitration and Conciliation Act. In view of the Arbitration Clause, the Suit was not maintainable as per Section 8 Arbitration and Conciliation Act.

14. It is further submitted that the security guards provided by the Security Agency had on various occasions, indulged in misbehaviour and reported drunk on duty and were always found in gross neglect of their duty,



which resulted in theft at many sites of the defendant. In fact, the involvement of these security guards in the thefts were also suspected. Despite the thefts, the Security Agency failed to take any steps for corrective action or to conduct an enquiry into the matter, which also reflects that Security Agency grossly failed in providing the requisite services.

15. It is further asserted that as per the Agreement dated 30.10.2009, the rate charges for the security guard was Rs.5,500/- p.m., whereas invoices filed by the Plaintiff, had given the rate as Rs.8,000/-. The Suit is therefore, not maintainable and liable to be rejected under Order VII Rule 11 CPC.

16. **On merits**, all the averments made in the plaint, were denied and the defences as stated above were reiterated.

17. ***The Plaintiff in the Replication*** reaffirmed the assertions as made in the Plaint and denied the allegations made in the Written Statement. Furthermore, the Plaintiff clarified that the name of the Firm changed from Shiva Associates to M/s Dollar Security & Support Services, which was well within the knowledge of the Defendants. Not only this, various correspondence Letters exchanged between the parties, was in the name of Plaintiff Firm. In fact, the Notice dated 15.10.2013 issued by the Defendants/Appellants, was also in the name of the Plaintiff Firm. In view of the aforesaid facts, it is evident that the Plaintiff had merely changed its name and Shiva Associates, with whom the initial Agreement was executed, had been taken over by the Plaintiff, which was one and the same the same entity.

18. From the pleadings, the ***Issues were framed on 30.09.2014***, which are as under:-



- (i) *Whether the Suit has been signed, verified and institute by a duly competent person? OPD*
- (ii) *Whether the plaintiff is entitled to any interest? If so, at what rate and for which period?*

19. The Plaintiff examined **PW-1, Mr. Raj Kumar Dagar, AR**, who deposed about the facts as narrated in the Plaint and also produced the documents in support thereof.

20. **PW-2, Mr. Chandra Bhushan Roy, was the Manager, Indian Overseas Bank.**

21. The Defendants examined **DW-1, Mr. Sachin Madan**, who deposed in regard to the defence of the Defendants.

22. The **learned District Judge** on appreciation of the documents and evidence, considered the Authority Letter, Ex.PW-1/1 and also the testimony of PW-1, Mr. Raj Kumar Dagar and held that the Suit had been instituted properly, through an Authorised Representative and the technical objection taken by the Defendants that the Suit was not filed by a duly authorised person, was held against the Defendants.

23. The learned District Judge, upon an appreciation of the pleadings and evidence on record, further observed that although the Defendant had raised a preliminary objection in the Written Statement contending that the suit was not maintainable in view of the arbitration clause contained in the agreement between the parties, the said objection was never pursued during the course of the proceedings. The learned District Judge further noted that the Defendant had actively participated in the trial without taking any effective steps to seek reference of the disputes to arbitration. It was, thus, held that



the objection regarding the existence of an arbitration clause, was devoid of merit and did not constitute a bar to the maintainability of the suit.

24. The learned District Judge, upon an appraisal of the evidence on record, took note of the Invoices and Bills raised by the Plaintiff from time to time, towards the providing of security guard services. Reliance was also placed upon the testimony of the Plaintiff, who deposed that although the initial rate agreed between the parties under the Agreement was Rs. 5,500/- per security guard, the rates were revised periodically and the Defendants had, in fact, made payments at such enhanced rates, without objection. ***On the basis of the documentary and oral evidence, the learned District Judge concluded that the Plaintiff had successfully established outstanding dues amounting to Rs. 3,91,031/- for the period from June 2013 to October 2013.***

25. The learned District Judge further considered the defence set up by the Defendants that a theft had occurred at their premises on 09.08.2013, in respect whereof an FIR was registered on 10.08.2013 at Police Station Lodhi Colony. The Defendants claimed to have suffered a loss of Rs. 10,93,121/- on account of the said theft and asserted that a Debit Note had been issued to the Plaintiff. It was their case that the theft occurred due to the negligence and misconduct of the security guards deployed by the Plaintiff, who were allegedly found performing their duties in an intoxicated condition.

26. While examining this contention, the learned District Judge referred to the Agreement dated 30.10.2009 and observed that the Agreement did not contain any specific clause imposing liability upon the Plaintiff for any theft, pilferage, or breach of duty occurring at the Defendants' premises. Nevertheless, considering the circumstances surrounding the incident and



the alleged negligence on the part of the security personnel in the discharge of their duties, *the learned District Judge deemed it appropriate to extend a limited benefit to the Defendants and accordingly allowed a deduction of Rs. 1,00,000/-*. **Consequently, it was held that the Plaintiff was entitled to recover a sum of Rs. 2,91,031/- from the Defendants.**

27. It was further noted that because of this theft, the Plaintiff was also **not entitled to any interest, for the period prior to the institution of the Suit**. Consequently, the Suit was decreed for Rs.2,91,031/- along with the *pendente lite* and future interest @12% p.a.

28. Aggrieved by the said Judgment, the Defendants/Appellants have filed **this Regular First Appeal**.

29. **The grounds of challenge** contended by the Appellant, are that that the Suit ought to have been instituted by Mr. Deepak Dagar, who is admittedly the sole proprietor of the Plaintiff Firm. It is contended that neither were the pleadings signed and verified by the said sole proprietor, nor did he enter the witness box, to depose in support of the Plaintiff's case. Instead, the plaint was signed and verified by Mr. Raj Kumar Dagar, who, according to the Appellant, lacked the requisite authority and competence to institute the Suit on behalf of the Plaintiff Firm.

30. It is further submitted that a specific objection regarding the maintainability of the suit on this ground, had been raised by the Defendants as a preliminary objection in their Written Statement; however, the learned Trial Court failed to properly appreciate the same and had erroneously proceeded with the suit.



31. The Appellant further contended that the Suit was instituted through a Manager on the strength of an Authority Letter exhibited as Ex. PW-1/1. However, a bare perusal of the said document revealed that it does not bear any date and does not specifically authorize the institution of the Suit or the conduct of legal proceedings, on behalf of the sole proprietorship concern. Consequently, it is argued that the said Authority Letter was of no legal consequence and could not confer valid authority upon the person instituting the suit. *It was, therefore, submitted that the suit was not instituted by a duly authorized and competent person and was liable to be dismissed on this ground alone.*

32. Reliance is placed on State Bank of Travancore vs. M/s Kingston Computers (P) Ltd. (2011) 11 SCC 524, the Hon'ble Supreme Court of India held that when a suit is filed by a person not duly authorized by the Company, it cannot be entertained by the civil court.

33. It is further contended that the Plaintiff was neither a partnership firm nor an HUF and *there is a misdescription of the Plaintiff in the title of the Suit*, in terms of Order 7 Rule 1 read with Order 30 Rule 10 CPC for which, reliance is placed on P.C. Advertising vs. The Municipal Corporation 1998 Supreme(Del) 282.

34. The Suit cannot be filed in the name of the Proprietorship Firm without taking leave from the Court. No Application had been filed ever by the Plaintiff, to rectify this defect and change the name from the Proprietorship Firm to his own name, despite an objection taken in the Written Statement. The sole Proprietorship Firm is not a legal entity and the Suit should have been instituted by the Proprietor in his individual



name, as has been held in the Case of Swapn Construction vs. IDPL Employees Cooperative Group 127 (2006) DLT 80.

35. It is further contended that the Agreement dated 30.10.2009, Ex. PW-1/5, was executed between M/s Shiva Associates and the Defendants, and not between the Plaintiff firm and the Defendants. It is submitted that the Plaintiff was neither a party to nor a signatory of the said Agreement. The Appellant further relies upon the cross-examination of PW-1, Mr. Raj Kumar Dagar, recorded on 24.07.2019, wherein he admitted that no separate or independent Agreement had ever been executed between M/s Dollar Security Service, i.e., the Plaintiff, and the Defendants. In these circumstances, it is argued that the Plaintiff could not have founded its claim upon an Agreement to which it was neither a contracting party nor a signatory.

36. The Appellant has further contended that the learned Trial Court failed to appreciate that materials worth several lakhs of rupees, stored in the godown/warehouse of the Appellant and guarded by security personnel deployed by the Plaintiff's associate concern, M/s Shiva Associates, were repeatedly subjected to theft. Despite the occurrence of such incidents, the security guards on duty were unable to provide any satisfactory explanation regarding the thefts. According to the Appellant, each such incident was duly brought to the notice of the Plaintiff's representative, Mr. Raj Kumar Dagar, who was repeatedly requested to take appropriate action against the erring security personnel and to ensure proper security arrangements.

37. It is further asserted that notwithstanding such complaints, a major theft occurred during the intervening night of 09.08.2013 and 10.08.2013, whereby material valued at Rs. 10,93,121/- was allegedly stolen from the



godown situated at the Indira Paryavaran Bhawan Site, Aliganj, Jor Bagh, New Delhi. In respect of the said incident, *FIR No. 25/2013 dated 10.08.2013 was registered at Police Station Lodhi Colony.*

38. The Appellant has claimed that there was highly improbable that without the nexus and aid of the guards and the Plaintiff's associate Mr. Raj Kumar Dagar, such huge quantity of material weighing approximately One Ton, could have been stolen. A Debit Note was issued for Rs.10,93,121/- as admitted by PW-1, Mr. Raj Kumar Dagar in his cross-examination. It is on this account, that the Defendants had stopped the payment of cheque of Rs.2,09,267/-.

39. The Appellant asserted that the learned District Judge has erroneously decided the Issues in favour of the Plaintiff, contrary to law and facts of the present case. The Suit has been filed only to harass the Defendants/Appellants and to bring them to the negotiation table. Furthermore, the Legal Notice dated 19.10.2013 was issued only to the Defendant Company and not to the Appellant No. 2, Director of the Company. Furthermore, the Director had neither signed the alleged Agreement dated 30.10.2009 nor any other documents and there was no privity of contract between the Plaintiff and the Defendant No. 2. There was no cause of action disclosed against the Defendant No. 2, which aspect has not been clarified in the Judgment.

40. An FDR of Rs.2,00,000/- had been deposited by the Defendants in the learned Trial Court, in terms of the Order dated 12.04.2019, but the entire Judgment is silent about the release/set-off of the amount so deposited.

41. Furthermore, it is contended that the entire evidence of the Plaintiff, is based and generated from electronic gadgets, which is not supported by the



Certificate under Section 65-B of the Indian Evidence Act. The e-mails, Ex.PW-1/7, therefore, cannot be taken into consideration.

42. Moreover, the e-mails were neither sent by the Plaintiff nor Shiva Associates (the alleged sister concern of the Plaintiff); it was sent by Dagar Security Services Pvt. Ltd., which is a third party, which has no concern with the Agreement between the Shiva Associates and the Defendant Company. These aspects have not been considered in the Judgment. *A prayer is, therefore, made that the impugned Judgment be set-aside and the Suit of the Plaintiff be dismissed.*

43. The **Appellant** in support of his assertions, had submitted *the Written Submissions wherein the similar contentions were raised.*

44. The **Respondent**, in support of his case, also filed Written Submissions reiterating the aforesaid contentions. It was specifically contended that the sole proprietor, Sh. Deepak Dagar, who is the son of Sh. Raj Kumar Dagar, had not signed a single document during the entire period over which the Appellants availed the services of security guards from the Respondent's firm. It was argued that had the Suit been instituted solely in the name of Sh. Deepak Dagar, it would have been impossible to prove the Agreement, bills/invoices, e-mail correspondence, legal notices and other related documents, as all such acts and documents were executed, issued, or dealt with by Sh. Raj Kumar Dagar in his capacity as Authorised Representative and General Manager of M/s Dollar Security & Support Services. Reliance was placed upon K.S. Exports Vs. M/s Ethiopian Airlines, RFA No. 728/2002, *vide* judgement dated 24.11.2011.



Submissions heard and the record perused.

45. The *main ground* of the Appellant, to challenge the Judgment is that the Suit has not been instituted by a duly authorised person. It is asserted that the Agreement, Ex.PW-1/1 was admittedly executed between Shiva Associates and the Defendants/Appellants. However, the Suit has been filed for and on behalf of the Dollar Security and Support Services, with which the Appellant Company had no concern and there is no privity of contract between the Plaintiff and the Respondent.

46. In this context, it is pertinent to refer to the testimony of PW-1, Mr. Raj Kumar Dagar, who has explained in his testimony that initially, the Plaintiff was working in the name of Shiva Associates, the sole proprietorship concern of Mr. Deepak Dagar, son of Mr. Raj Kumar Dagar. Thereafter, this sole proprietorship business was taken over by the Plaintiff's sole Proprietorship Firm and it is Mr. Raj Kumar Dagar, who has been running the affairs of the Firm.

47. Thus, the testimony of the Plaintiff reveals that while the contractual relationship initially subsisted between M/s Shiva Associates and the Appellant, the business of M/s Shiva Associates was subsequently succeeded to and carried on by the Plaintiff sole proprietorship firm, which continued the commercial relationship between the parties, thereafter.

48. In this context, it would be relevant to refer to the Registration of Declaration under Indian Registration Act, 1908 wherein it is clearly reflected that the sole-Proprietorship Firm in the name of Shiva Associates, was registered, of which Mr. Deepak Dagar, son of Mr. Raj Kumar Dagar was the sole-proprietor. The Agreement *inter se* the parties, was signed on 30.10.2009, which explains that the Agreement was in the name of Shiva



Associates. Pertinently, it has been signed not by Mr. Deepak Dagar, but by Mr. Raj Kumar Dagar.

49. Furthermore, as per the testimony of PW-1, Mr. Raj Kumar Dagar, the Plaintiff Firm was incorporated on 01.10.2011 of which, Mr. Raj Kumar Dagar was the sole proprietor. This explains that the Agreement dated 30.10.2009 was entered with Shiva Associates though, signed by Mr. Raj Kumar Dagar but in October, 2011, its business was taken over by the Plaintiff's Firm of which, Mr. Raj Kumar Dagar was the Authorised Representative. There is no challenge to the business being taken over by the Plaintiff from Shiva Associates and therefore, the initial Agreement though, with Shiva Associates, the business and the Agreement got transposed to the Plaintiff Firm.

50. Insofar as the contention regarding the lack of authority of Mr. Raj Kumar Dagar to institute the present suit is concerned, it is pertinent to note that the original Agreement dated 30.10.2009 executed on behalf of M/s Shiva Associates was admittedly signed by Mr. Raj Kumar Dagar himself, who has also instituted and pursued the present proceedings. Furthermore, the Authority Letter, exhibited as Ex. PW-1/1, was executed by Mr. Deepak Dagar in favour of Mr. Raj Kumar Dagar, describing him as the General Manager and authorizing him to act on behalf of the proprietorship concern. The relevant contents of the said Authority Letter are reproduced hereinbelow :-

“TO WHOMSOEVER CONCERNED-

*This is to certify that Mr. Raj Kumar Dagar, General Manager
of our organization is hereby authorized to sign all statutory*



and legal documents and also represent the company in all matters on behalf of M/s Dollar Security & Support Services.”

51. The Authority Letter had been issued by Mr. Deepak Dagar, the Proprietor of the Plaintiff Firm. From this Authority Letter, it again emerges that Mr. Deepak Dagar, who was the Proprietor of the Plaintiff Firm, had authorised Mr. Raj Kumar Dagar, to represent the sole-proprietorship firm in all the matters relating to it. The Letter may not have been worded happily, but the fact remains that Mr. Raj Kumar Dagar, has been authorised to do all the acts for and on behalf of the Proprietorship Firm.

52. Moreover, the business having been taken over by Plaintiff, proprietorship concern of which R.K. Daggar is the sole proprietor, does not need any authority from Sh. Deepak Daggar, to institute the Suit.

53. Furthermore, as already noticed, the original Agreement dated 30.10.2009, though executed in the name of M/s Shiva Associates, was signed by Mr. Raj Kumar Dagar. It is also evident from the record that all communications, correspondence, and dealings on behalf of the Appellant Company were conducted with Mr. Raj Kumar Dagar. These circumstances clearly demonstrate that he was actively managing and dealing with the affairs of the proprietorship concern and was fully conversant with its business operations, transactions, and functioning.

54. The said facts lend further credence to the conclusion that Mr. Raj Kumar Dagar was duly authorized and competent to institute and pursue the present proceedings on behalf of the Plaintiff proprietorship concern, being the sole proprietor.



55. Therefore, *the learned District Judge has rightly referred to the aforesaid documents to conclude that the Plaintiff is the successor of Shiva Associates and there existed privity of contract between the parties.*

56. A preliminary objection had also been taken that the Agreement dated 30.10.2009, contained an arbitration Clause and therefore, the Civil Court had no jurisdiction. However, it has been rightly answered by the learned District Judge that as per Section 8 of the Arbitration and Conciliation Act, 1996, the objection to submitting to the jurisdiction of the Civil Court, in terms of the Arbitration Clause, has to be taken in the first instance. However, here was the case where the Written Statement was duly filed by the Appellant and thereafter, participated in the entire trial. Therefore, it is clearly evident that despite there being an Arbitration Clause, the Appellant had participated and submitted to the jurisdiction of the Civil Court. This objection was also rightly dismissed by the learned District Judge.

57. What next needs to be considered is whether the Suit of the Plaintiff has been rightly decreed, in favour of the Appellant. The Plaintiff in his Plea and also in the evidence, had given details of the outstanding Invoices from June 2013 till September 2013, wherein there was an outstanding amount of Rs.3,91,031/-.

58. In the corresponding paragraph of the Written Statement, the Defendants disputed the outstanding liability against the Invoices, on the ground that that the Suit was not instituted by a duly authorized person and that the defendant was entitled to recover damages and losses on account of theft, from the security agency.

59. From the Written Statement, it, therefore, emerges that there was no challenge to the outstanding amount as per the Invoices, but only technical



grounds were being taken, which have already been addressed and it is held that there was a privity of contract, as well as, the Suit had been rightly instituted through Mr. Raj Kumar Dagar.

60. It is also pertinent to mention that these Invoices, Ex.PW-1/6 (colly.24 invoices) had been duly proved by PW-1 in his testimony. There was essentially no cross-examination on these invoices thereby reflecting that the authenticity of the same, was not questioned. Likewise, DW-1 in its testimony, did not dispute the Invoices, but merely denied its liability to pay the outstanding amount on account of the theft of their articles from the godown being guarded by the Security Guards of the Plaintiff, in respect of which a Debit Note of Rs.10,93,121/-, had been raised by the Defendants.

61. The Plaintiff had not only proved the outstanding amount of Rs.3,91,031/-, but the outstanding payment had also not been disputed by the Defendants.

62. The Defendants had denied its liability to pay this amount *solely on the ground that on account of theft from the godown due to the negligence of the Security Guards*, due to which he suffered loss of Rs.10,93,121/-. A Debit Note was raised and the Defendants claimed that they were in fact, entitled to recover this amount from the Plaintiff Company.

63. Though the learned District Judge rightly noted that there was no Clause in regard to the responsibility/liability of the Plaintiff in case of theft, but in all its benevolence, a benefit of Rs.1,00,000/- has been given to the Appellant despite there being no proof of the actual losses. While the learned District Judge himself noted that there was no proof and yet in all his fairness, has given the benefit of Rs.1,00,000/-. It is also pertinent to observe that though, the liability of the Plaintiff in respect of this alleged



theft, had not been established, further benefit has been granted to the Appellant, as pre-institution interest on the claimed amount, has also been denied to the Plaintiff.

64. *This denial of Rs.1,00,000/- and of pre-institution interest, has however, not been challenged by the Plaintiff.*

65. The Suit of the Plaintiff has, therefore, been rightly decreed for Rs.2,09,267/-, along with the pendente lite and future interest @12% p.a., in favour of the Plaintiff. **There is no infirmity in the impugned Judgement. The Appeal is hereby, dismissed.**

66. Pending Applications are also disposed of, accordingly.

**(NEENA BANSAL KRISHNA)
JUDGE**

JUNE 3, 2026/RS