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The **Delhi High Court** in the case of **Shashi Garg vs Renu Garg [RFA (COMM) 17/2024]** dated **February 24, 2026**, has held that a procedural defect, such as the failure to file a Statement of Truth as mandated by Order VI Rule 15A of the CPC in a commercial suit, is a curable irregularity. When a suit has been fully tried on its merits and a conclusive finding on the rights and liabilities of the parties has been reached based on evidence, the suit cannot be dismissed solely on account of such a rectifiable procedural defect.

This is particularly so when the defect does not affect the jurisdiction of the court or cause any prejudice to the opposing party, added the Court, while clarifying that the correct course of action is to afford the defaulting party an opportunity to rectify the defect, and thereafter, the court should proceed to pass a decree in accordance with its findings on the merits of the case.

The Court observed that the central issue was the dismissal of a suit on a procedural technicality after a full trial on merits had been concluded in the Plaintiff's favour. The Court acknowledged that Order VI Rule 15A of the CPC is couched in mandatory terms to ensure procedural discipline in commercial disputes. However, it emphasized the legal principle that procedural law is merely a 'handmaid of justice' and a defect of form should not be allowed to defeat substantial rights, unless it goes to the root of jurisdiction or causes irreparable prejudice.

The Court noted that the District Judge had conducted a meticulous examination of evidence, including ledger accounts, invoices, and witness testimonies, and had arrived at a conclusive finding that the Plaintiff was entitled to recover a principal sum of Rs. 29.64 Lakh. In these circumstances, dismissing the suit for a curable defect, especially when it was originally not a commercial suit, would amount to elevating procedure over substance.