

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

RSA No. 167 of 2024

Reserved on: 18.08.2026.

Date of decision: 25.08.2026.

Sandeep Bhardwaj ...Appellant.

Versus

Shakuntala (deceased) through LR. ...Respondent.

Coram:

The Hon'ble Mr. Justice Romesh Verma, Judge.

*Whether approved for reporting?*¹

For the appellant : Mr. Y.P. Sood, Advocate.

For the respondent : Mr. Neeraj Gupta, Sr. Advocate
with Mr. Ajeet Pal Singh Jaswal,
Advocate.

Romesh Verma, Judge):

The present appeal has been filed against the judgment and decree as passed by the learned Additional District Judge (II), Shimla, H.P., dated 05.12.2023, whereby the appeal filed by the defendant was dismissed and the judgment and decree as passed by the learned Senior Civil Judge, Theog, District Shimla, H.P., dated 21.11.2022, was affirmed, whereby the suit filed by the plaintiff for recovery of Rs.13,25,281/-, was decreed.

2. The facts as emerge in the present case are that the

¹ **Whether reporters of Local Papers may be allowed to see the judgment?**

plaintiff/respondent filed a suit for recovery of Rs.13,25,281/- against the defendant in the Court of learned Senior Civil Judge, Theog, District Shimla, H.P. As per case of the plaintiff, she is joint owner in possession of land with defendant and his sisters and the same is denoted by Khasra No. 109/1 measuring 0-11036 and Khasra No. 2/1, 3/1, Kitta 2 measuring 0.19.02, situated in Chak Basa Hatt Palana i.e. at village Parala, Tehsil Theog, District Shimla, H.P.

2. As per plaintiff, the land belonging to the parties was acquired by the State of Himachal Pradesh for construction of the Theog-Kotkhair-Hatkoti Road and compensation in respect of the land was awarded by the Land Acquisition Officer to the tune of Rs. 26,47,823/-. The share of the plaintiff in the said compensation amount comes to Rs. 8,83,581/-. As the mother of the plaintiff, late Smt. Rukmi expired, as such, one share also fell to the share of the plaintiff. Thus the total amount payable to the plaintiff increased to Rs.13,25,281/-.

3. It is the case of the plaintiff that on 09.07.2007, she executed a power of attorney in favour of the defendant to look after her property, as the plaintiff was not keeping good health and was unable to pursue her claim in respect of the acquired land and also for the purpose of receiving the amount of compensation in respect of the land acquired by the State of

Himachal Pradesh.

4. In the plaint, it has been averred that the defendant was only authorized to receive the amount of compensation and was never authorized to retain the amount in any manner. It was assured by the defendant that the amount received by him shall be paid to the plaintiff in all eventuality. The defendant being power of attorney of the plaintiff, received a total sum of Rs.13,25,281/- from the Land Acquisition Officer on her behalf on 25.02.2010. The plaintiff enquired about the aforesaid claim from the defendant, but the intention of the defendant was to cheat the plaintiff. Therefore, plaintiff applied information under the provisions of Right to Information Act and the said information was given to the plaintiff vide letter dated 01.04.2011. The plaintiff was surprised to know that a sum of Rs.13,25,281/- i.e. the share of the plaintiff, was duly received by the defendant from the LAO on 25.02.2010 but the same was not paid to her by the defendant.

5. It is the case of the plaintiff that various requests were made to the defendant to pay the amount of her share but her requests were evaded by the defendant on one pretext or the other. Therefore, under such circumstances, the plaintiff filed a suit for recovery of Rs.13,25,281/- in favour of the plaintiff and against the defendant.

6. The suit was contested by the defendant by raising preliminary objections with respect to maintainability, estoppel, locus standi, cause of action and jurisdiction, etc. On merits, all the averments as made in the plaint were specifically refuted and denied. It was contended that the share of the plaintiff in the acquired land has not been correctly shown in the record of rights and the entries showing her share in excess to her entitlement in the acquired land are wrong, illegal, void and inoperative against the rights of the defendant. It was stated by the defendant that the plaintiff is not having her share in the said amount to the extent of Rs. 8,83,581/-.

7. As per defendant, after the death of mother of the plaintiff, her share in the total amount of compensation was having only to the extent of Rs. 8,13,513/- and the said amount was accordingly paid by the defendant to the plaintiff. It is the stand of the defendant that after receipt of the amount of compensation from the concerned authority, on account of the fact that the relations between the parties were very cordial, neither the defendant asked nor the plaintiff issued any receipt about the acknowledgment of the amount of compensation as received by her. The plaintiff after receipt of the amount of her share of compensation from the defendant, though had started to raise the demand of Rs. 5,11,768/-, the alleged additional

amount of compensation, on the basis of wrong revenue entries recorded in the record of rights showing her share in the acquired land in excess to her entitlement, yet the said claim of the plaintiff was totally denied. It was stated by the defendant that the plaintiff on her free will and consent had appointed the defendant to be her lawful attorney and apart from that, the defendant was also appointed as the attorney by his sisters and other legal heirs of late Smt. Savitri and accordingly the awarded amount of the share of all the claimants was received by the defendant and was paid to all the respective claimants as per their entitlements.

8. The defendant has raised the defense that he had paid the amount of compensation to the plaintiff and all other claimants but no receipt was issued by any of the claimants to the defendant and by taking the undue advantage of the same, the present suit has been filed just to harass him. The defendant specifically and vehemently denied all the averments as made in the plaint and prayed for the dismissal of the suit.

9. The plaintiff filed replication to the written statement, whereby all the averments as made in the written statement were specifically denied. In the replication, it was denied by the plaintiff that the amount of compensation falling to her share has been paid to her by the defendant. It is the

case of the plaintiff that the defendant taking undue advantage and trust as reposed by the plaintiff, had withheld the entire amount of compensation being payable to her. The defendant had betrayed the plaintiff by taking advantage of her absence and the trust reposed by the plaintiff on defendant.

10. The learned trial Court framed issues in the matter on 02.08.2012, in the following manner:-

- “1. Whether the plaintiff is entitled for the recovery of Rs. 13,25,281/-, as alleged? ..OPP
2. Whether the present suit is not maintainable as alleged? ..OPD
3. Whether the plaintiff is estopped from filing the present suit due to her own acts, deeds, conduct, lapses, omission, commission, admission and acquiescence, as alleged? ..OPD
4. Whether the plaintiff has no locus standi to file the present suit, as alleged? ..OPD
5. Whether the plaintiff has no cause of action, as alleged? ..OPD
6. Whether this Court has no jurisdiction to entertain and decide the present suit, as alleged? ..OPD
7. Relief.”

11. The learned trial Court directed the respective parties to adduce evidence in support of their contentions and vide its judgment and decree dated 21.11.2022, the suit as

instituted by the plaintiff/respondent was ordered to be decreed. The learned trial Court decreed the suit of the plaintiff holding her to be entitled for recovery of Rs.13,25,281/- from the defendant along with interest at the rate of 6% per annum from the date of filing of the suit till the realization of the entire decretal amount.

12. Feeling dissatisfied, the appellant/defendant filed an appeal invoking the provision of Section 96 of the CPC in the Court of learned Additional District Judge (II), Shimla, on 17.01.2023. The learned First Appellate Court vide its impugned judgment and decree dated 05.12.2023, affirmed the findings of the learned trial Court and dismissed the appeal as filed by the defendant.

13. Still feeling dissatisfied, the defendant has approached this Court by filing the instant Regular Second Appeal.

14. It is contended by the learned counsel for the appellant that the impugned judgments and decrees as passed by the learned Courts below are erroneous and liable to be quashed and set aside. He submits that both the Courts below have failed to appreciate the oral as well as documentary evidence placed on record. Therefore, on that count, great prejudice has been caused to the defendant. He further submits

that the Courts below have wrongly decreed the suit filed by the plaintiff for recovery of a sum of Rs.13,25,281/-. He would submit that after accepting the present appeal, the suit as filed by the plaintiff deserves to be dismissed.

15. On the other hand, the learned Senior Counsel appearing for the respondent has defended the impugned judgments and decrees as passed by the learned Courts below. It is contended by the learned Senior Counsel that there are concurrent findings returned by the learned Courts below, therefore, this Court will not interfere in the findings of fact. He submits that this Court, while invoking the provisions of Section 100 of the CPC, has very limited scope of interference. Even otherwise, the judgments as passed by the learned Courts below are legal, valid and sustainable.

16. With the consent of the parties, the present appeal is heard finally on the following substantial question of law:-

“Whether the findings as recorded by both the Courts below are perverse for the reason that the Courts below have wrongly drawn adverse inference against the appellant for not producing any receipt/documentary evidence to prove the payment of money to the respondent, whereas the respondent has made clear admission in her cross examination that as the relations between the parties were that of mother and son, respondent did not use to keep any record of the

transactions between the parties in view of the relationship?”

17. I have heard the learned counsel for the parties at length and have also perused the entire case record carefully.

18. The plaintiff has approached the Court for recovery of Rs.13,25,281/- from the defendant on the premise that on 9.7.2007, she executed a power of attorney in his favour to look after her property, as she was not keeping good health. In order to pursue her claim before the authorities and for the purpose of receiving the amount of the compensation in respect of the land acquired by the State of Himachal Pradesh, she executed the power of attorney in favour of the defendant. The defendant, being the power of attorney of the plaintiff, received a total sum of Rs.13,25,281/- from the Land Acquisition Officer on her behalf on 25.02.2010. The said fact came to her notice when after making various inquiries, the defendant failed to answer positively. Thereafter, the plaintiff was constrained to apply the information under the provisions of Right to Information Act and vide letter dated 01.04.2011, the information was supplied to her from the office of the Land Acquisition Officer that a sum of Rs.13,25,281/- i.e. the share of the plaintiff, was duly received by the defendant on 25.02.2010, though the amount was not paid to her by the

defendant.

19. It is the case of the plaintiff that despite receiving the amount from the office of LAO, The said amount was not paid to her by the defendant. Though, various requests were made to him to pay back the said amount, however, he failed to accede the request of the plaintiff. Thereafter, the plaintiff issued a notice through a registered post on 11.05.2011 and the same was duly received by the defendant on 18.05.2011.

20. The only defence which has been taken by the defendant in his written statement is that the share of the plaintiff in the acquired land has not correctly been shown in the record of rights and the entries showing her share in excess to her entitlement are wrong, illegal, void and inoperative against the right of the defendant. As per defendant, the share of the plaintiff after the death of her mother in the total amount of compensation of the acquired land was having only to the extent of Rs. 8,13,513/- and the said amount was accordingly paid by the defendant to the plaintiff. Since the relations between the parties were cordial and close, therefore, the defendant did not ask the plaintiff for issuance of receipt of acknowledgement of the amount of compensation.

21. In order to substantiate her claim, the plaintiff entered into the witness box as PW-1. She has stated in her

deposition that for the construction of the road, their land was utilized by the State Government. She deposed that her father had two daughters and at the time of the death of her father, her mother was alive. She deposed that on account of acquisition of the land, the share of her sister and her mother in the compensation was Rs. 26,47,000. The share of her mother came to her and her sister in equal shares. That in order to receive the amount of compensation, she gave power of attorney to the defendant. However, the same was not given to him to retain the amount and to spend the same. The defendant got the amount on account of the acquisition of the land but the said amount was not paid to her. Thereafter, she obtained information under the RTI Act and she came to know that the defendant had received the amount on her behalf. When she confronted the defendant and requested him to pay the amount of compensation, he flatly refused to do so.

22. In the cross-examination, the defendant could not extract anything favourable from PW-1. In the cross-examination, she had submitted that the power of attorney was given to the defendant in order to receive the amount of compensation but not to retain the said amount. She denied the suggestion that she received the land in excess of her share. She denied that she is not entitled for compensation as has

been prayed in the suit. She denied that the defendant had paid the entire compensation to her. She denied that for the payment of compensation, the receipt was not given on account of close relation between the parties. She stated that the power of attorney was not cancelled as at the relevant time, the relation between the parties was cordial.

23. PW-2 is the statement of Shyam Lal, the Office Kanungo from the Office of Land Acquisition Officer, HP PWD, Winter Field. He produced and proved Ext. PW-2/A, Ext. PW-2/B, Ext. PW-2/D and PW-2/E.

24. In order to rebut the case of the plaintiff, the defendant Sandeep Bhardwaj entered into the witness box as DW-1. In his deposition, he has stated that the plaintiff is his Massi. His maternal grandfather had two daughters, one his mother and the other one is the plaintiff. He stated that his maternal grandfather Gauri Dutt had purchased 7.50 bighas of the land at Basadhar. After the death of his maternal grandfather, some land was given to him and some was given to his sister. At the time of receiving the amount of compensation, he was not aware about the wrong entries in the revenue record. The moment he came to know about the error in the revenue record, he filed application Mark 'A' to the Settlement Officer. As per DW-1 his Massi had executed a General Power of

Attorney in his favour. The total amount of compensation was about Rs. 26,47,000/-. Out of the same, the share of the plaintiff was about Rs. 8,00,000/-. He stated that the amount of the plaintiff and the other co-sharers was paid by him. He stated that he did not get the receipt of the same as the relations between the parties were very cordial. He stated that the amount of compensation for the share of the plaintiff was paid in the account of his sister Meenakshi in the year 2010.

25. In the cross-examination, DW-1 has admitted that after the death of his maternal grandfather, the mutation was attested in favour of his mother Savitri, plaintiff and his maternal grandmother Rukmi. The property of his maternal grandmother was inherited by all of them. He admitted that on Ext. PW-2/A, he had appended his signatures. As per DW-1, he had appended his signatures on account of the claim he had received on behalf of all the claimants. He admitted that in Ext. PW-2/A, the share of the plaintiff has been shown to be Rs. 13,25,281/-. Self stated that the share of the plaintiff has been wrongly depicted in the revenue record. He admitted that with respect to compensation, he did not raise any objection before the authority. He denied that the amount was wrongly received by him. The plaintiff and his maternal grandmother, Rukmi inherited the property of his maternal grandmother along with

all of them. He admitted that till date, he has not issued any notice qua the wrong revenue entry whereby the plaintiff has been shown to be having excess share. His elder sister, Meenakshi is working in the Police Department as DSP. As per DW-1, he does not know the account number of his sister Meenakshi. He does not know the name of the bank. He transferred the amount from May 2010 to November 2010. As he had transferred the amount about four to five times to the tune of Rs. 8,00,000/-. The said amount was paid to the plaintiff. He has admitted that the written statement was prepared on his instructions and he had told that he has paid the amount into the account of his sister but the said fact is not incorporated in the written statement. He stated that the order as passed by the Compensation Officer was not assailed before the District Judge.

26. The plaintiff has placed on record the copy of notice (Ext. P-1) which was issued to the defendant, whereby the plaintiff had called upon the defendant to pay the entire amount of Rs. 13,25,281/- to her within a period of seven days from the receipt of the notice. Mark P-1 is the copy of power of attorney which was executed by the plaintiff in favour of the defendant. Exts. P-1, P-2 and P-3 are the copies of the revenue record. Document (Ext. PW-2/A) depicts the shares of all

the co-sharers, including the plaintiff and the total amount which was assessed by the authorities has been shown under each of the headings. Ext. PW-2/D is the information whereby it has been stated that the total amount of the share of the plaintiff was paid to the Special Power of Attorney Sandeep Bhardwaj.

27. From the perusal of documentary evidence as placed on record, it becomes crystal clear that on account of the acquisition of the land of the parties along with other co-sharers, the amount was assessed by the acquiring authorities vide Ext. PW-2/A and the said fact is substantiated on the basis of the information which has been provided under the provisions of the Right to Information Act. The plaintiff has been able to establish that she is entitled to the amount of compensation. Though, the share of the plaintiff was received by the defendant, but the said amount was not paid back to the plaintiff.

28. In his examination-in-chief, DW1 has stated that the share of his Massi comes to Rs. 8,00,000/- and he had paid the said amount to his elder sister Meenakshi by remitting the same into her savings bank account in the year 2010. The defendant has not placed on record any documentary evidence to show and substantiate that a sum of Rs. 8,00,000/-

or more was transferred by the defendant into the savings bank account of his sister Meenakshi and thereafter said Meenakshi paid the amount to the plaintiff. Except for the bald statement of the defendant, there is no evidence on record to corroborate and prove the said claim as set up by the defendant. Rather, there is an admission on the part of the defendant that he has received the amount of compensation on behalf of the parties, including the plaintiff but he stated that the compensation amount was paid to all the co-sharers, including the plaintiff. However, there is no evidence on record which may establish the said fact.

29. Defendant has admitted that as per Ext. PW-2/A, the share of the plaintiff has been shown to be Rs. 13,25,281/-. The defendant has tried to take a half-hearted plea in the written statement as well as in the evidence that the revenue records have wrongly been prepared whereby the share of the plaintiff has been shown to be in excess. When confronted with this fact, the learned counsel for the appellant failed to show that any objection was raised before the acquiring authority at the time of adjudicating or determining the amount of compensation and even at the time of release of the amount.

30. It has come on record that none of the parties had objected determining the shares of the parties or the payment

of amount of compensation, meaning thereby the defendant was well aware about the fact of shares of the parties and after being satisfied with the same, he received the said amount on his behalf and on behalf of the other co-sharers, including the plaintiff.

31. In the present proceedings, this Court is adjudicating the case of the plaintiff and defendant as to whether the amount of compensation payable to the plaintiff was received by the defendant and whether defendant did not pay back the said amount to the plaintiff.

32. The plaintiff has been able to establish and prove her case beyond reasonable doubt. Ext. PW-2/A shows the share of the plaintiff to the tune of Rs. 13,25,281/-. Though defence was tried to be projected that the share of the plaintiff is only about Rs. 8,00,000/- and the said amount was remitted into the savings bank account of his elder sister Meenakshi. Except for the bald statement, there is no other material placed on record to substantiate the same.

33. The learned Courts below have arrived at correct findings which do not call for any interference that too at the stage of Regular Second Appeal. On the basis of the Special Power of Attorney whereby the defendant was authorized to receive the amount of compensation, the defendant received the

same. However, instead of paying back the said amount to the plaintiff, he retained the same. This Court is of the considered opinion that once the defendant has received the amount of compensation for the share of the plaintiff, in that event, it is his duty to pay back the said amount to the plaintiff along with accrued interest.

34. The provisions of Sections 217 and 218 of the Indian Contract Act stipulate that it is the duty of the agent to pay the sums received for the principal and subject to deductions, the agent is bound to pay to his principal all sums received in his account.

35. The learned Courts below has concurrently arrived at the conclusion that plaintiff is entitled for decree of recovery to the sum of Rs. 13,25,281/-. The said findings is based upon appreciation of oral as well as documentary evidence placed on record.

36. The Hon'ble Apex Court, while dealing with the scope of interference under Section 100 of the CPC, has repeatedly held that the scope of interference by the High Court is very limited and narrow.

37. The Hon'ble Supreme Court in ***Hero Vinoth (minor)*** vs. ***Seshammal, (2006) 5 SCC 545*** has held as under:

“18. It has been noted time and again that without insisting for the statement of such a substantial question of law in the memorandum of appeal and formulating the same at the time of admission, the High Courts have been issuing notices and generally deciding the second appeals without adhering to the procedure prescribed under Section 100 of the CPC. It has further been found in a number of cases that no efforts are made to distinguish between a question of law and a substantial question of law. In exercise of the powers under this section in several cases, the findings of fact of the first appellate court are found to have been disturbed. It has to be kept in mind that the right of appeal is neither a natural nor an inherent right attached to the litigation. Being a substantive statutory right, it has to be regulated in accordance with law in force at the relevant time. The conditions mentioned in the section must be strictly fulfilled before a second appeal can be maintained and no court has the power to add or to enlarge those grounds. The second appeal cannot be decided on merely equitable grounds. The concurrent findings of facts will not be disturbed by the High Court in exercise of the powers under this section. Further, a substantial question of law has to be distinguished from a substantial question of fact. This Court in Sir Chunilal V. Mehta and Sons Ltd. v. Century Spg. & Mfg. Co. Ltd. (AIR 1962 SC 1314) held that : "The proper test for determining whether a question of law raised in the case is substantial would, in our opinion, be whether it is of general public importance or whether it directly and substantially affects the rights of the parties and if so whether it is either an open question in the sense that it is not finally settled by this Court or by the Privy Council or by the Federal Court or is not free from difficulty or calls for discussion of alternative views. If the question is settled by the highest court or the general principles to be applied in determining the question are well settled and there is a mere question of applying those principles or that the plea raised is palpably absurd the question would not be a substantial question of law.

"19. It is not within the domain of the High Court to investigate the grounds on which the findings were arrived at, by the last court of fact, being the first appellate court. It is true that the lower appellate court should not ordinarily reject witnesses accepted by the trial court in respect of credibility but even where it has rejected the witnesses accepted by the trial court, the same is no ground for interference in second appeal when it is found that the appellate court has given satisfactory reasons for doing so. In a case where from a given set of circumstances two inferences of fact are possible, one drawn by the lower appellate court will not be interfered by the High Court in second appeal. Adopting any other approach is not permissible. The High Court will, however, interfere where it is found that the conclusions drawn by the lower appellate court were erroneous being contrary to the mandatory provisions of law applicable or its settled position on the basis of pronouncements made by the Apex Court, or was based upon inadmissible evidence or arrived at by ignoring material evidence.

20. to 22 xx xx xx xx

23. To be "substantial" a question of law must be debatable, not previously settled by law of the land or a binding precedent, and must have a material bearing on the decision of the case, if answered either way, insofar as the rights of the parties before it are concerned. To be a question of law "involving in the case" there must be first a foundation for it laid in the pleadings and the question should emerge from the sustainable findings of fact arrived at by court of facts and it must be necessary to decide that question of law for a just and proper decision of the case. An entirely new point raised for the first time before the High Court is not a question involved in the case unless it goes to the root of the matter. It will, therefore, depend on the facts and circumstance of each case whether a question of law is a substantial one and involved in the case, or

not; the paramount overall consideration being the need for striking a judicious balance between the indispensable obligation to do justice at all stages and impelling necessity of avoiding prolongation in the life of any lis.”

38. The Hon’ble Supreme Court in **Annamalai vs. Vasanthi, 2025 INSC 1267**, has held as follows:-

“16. Whether D-1 and D-2 were able to discharge the aforesaid burden is a question of fact which had to be determined by a court of fact after appreciating the evidence available on record. Under CPC, a first appellate court is the final court of fact. No doubt, a second appellate court exercising power(s) under Section 100 CPC can interfere with a finding of fact on limited grounds, such as, (a) where the finding is based on inadmissible evidence; (b) where it is in ignorance of relevant admissible evidence; (c) where it is based on misreading of evidence; and (d) where it is perverse. But that is not the case here.

17. In the case on hand, the first appellate court, in paragraph 29 of its judgment, accepted the endorsement (Exb. A-2) made on the back of a registered document (Exb. A-1) after considering the oral evidence led by the plaintiffappellant and the circumstance that signature(s)/thumbmark of D-1 and D-2 were not disputed, though claimed as one obtained on a blank paper. The reasoning of the first appellate court in paragraph 29 of its judgment was not addressed by the High Court. In fact, the High Court, in one line, on a flimsy defense of use of a signed blank paper, observed that genuineness of Exb. A-2 is not proved. In our view, the High Court fell in error here. While exercising powers under Section 100 CPC, it ought not to have interfered with the finding of fact returned by the first appellate court on this aspect; more so, when the first appellate court had drawn its conclusion after appreciating the evidence available on record as also the circumstance that signature(s)

/thumbmark(s) appearing on the document (Exb.A2) were not disputed. Otherwise also, while disturbing the finding of the first appellate court, the High Court did not hold that the finding returned by the first appellate court is based on a misreading of evidence, or is in ignorance of relevant evidence, or is perverse. Thus, there existed no occasion for the High Court, exercising power under Section 100 CPC, to interfere with the finding of the first appellate court regarding payment of additional Rs. 1,95,000 to D-1 and D-2 over and above the sale consideration fixed for the transaction.

18. Once the finding regarding payment of additional sum of Rs.1,95,000 to D-1 and D-2 recorded by the first appellate court is sustained, there appears no logical reason to hold that the plaintiff (Annamalai) was not ready and willing to perform its part under the contract particularly when Rs. 4,70,000, out of total consideration of Rs. 4,80,000, was already paid and, over and above that, additional sum of Rs.1,95,000 was paid in lieu of demand made by D-1 & D-2. This we say so, because an opinion regarding plaintiff's readiness and willingness to perform its part under the contract is to be formed on the entirety of proven facts and circumstances of a case including conduct of the parties. The test is that the person claiming performance must satisfy conscience of the court that he has treated the contract subsisting with preparedness to fulfill his obligation and accept performance when the time for performance arrives."

39. The learned Courts below have appreciated the findings of facts and this Court does not see any infirmity or illegality in the same. The Courts below have arrived at a valid conclusion that the defendant, on the strength of the Special Power of Attorney, received the amount of compensation but failed to pay the same to the plaintiff. The oral as well as

documentary evidence clearly establishes that the defendant has received the amount but he failed to pay back the said amount to the plaintiff.

38. No other point was raised by the learned counsel for the parties.

39. The substantial question of law is answered accordingly.

40. Consequently, in view of the observations made hereinabove, this Court does not find any perversity, illegality, or jurisdictional error in the impugned judgments and decrees. Therefore, the present appeal, being devoid of any merit, deserves to be dismissed. Ordered Accordingly. Pending applications, if any, also stand disposed of.

(Romesh Verma)
Judge

25th August, 2026.
(kck)