

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

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Regular Second Appeal No.35 of 2015 (O&M)

Date of Decision: November 16, 2015

Pal Singh

...Appellant

Versus

Punjab Khadi and Gram Udyog Board, Chandigarh and others

...Respondents

CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

Present: Mr. Balbir Singh Saini, Advocate
for the appellant.

AUGUSTINE GEORGE MASIH, J. (ORAL)

Challenge in this appeal is to the judgment and decree passed by the Civil Judge (Senior Division), Fatehgarh Sahib, dated 03.02.2014, by which the suit filed by the appellant-plaintiff for permanent injunction restraining the respondents-defendants and its agents and servants from recovering any amount from the appellant-plaintiff by way of effecting any sale, attachment of property or by mode of arrest, stands dismissed on the ground that the recovery is being effected from the appellant-plaintiff of the loan amount as per the agreement entered into between the parties. The amount which has been taken by the appellant-plaintiff from the respondents-defendants and the instalments, which have been paid, have been duly accounted for and the remaining amount is being sought to be recovered through due process of law and, therefore, the injunction as prayed for could not be granted, appeal against the said judgment and decree preferred before the District Judge, Fatehgarh Sahib, stands dismissed on 30.07.2014.

2. It is the contention of learned counsel for the appellant-plaintiff

that the amount of loan which was taken by the appellant-plaintiff from the respondents-defendants was only ₹29,000/-. He had been paying instalments to the respondents-defendants and has repaid the loan amount of ₹32,276/-. He contends that the respondents-defendants have recovered more than the principal amount from the appellant-plaintiff, which was taken as loan in the year 1996 and, therefore, the appellant-plaintiff is entitled to the injunction as prayed for, specially when the respondents-defendants have recovered more than the principal amount.

3. This contention of learned counsel for the appellant-plaintiff cannot be accepted as it is not in dispute that the loan amount was received by the appellant-plaintiff on the basis of an agreement entered into between him and the respondents-defendants. As per the said agreement, the amount had to be repaid in instalments along with contracted interest, which has been paid to some extent by the appellant-plaintiff, which has been duly accounted for, which comes to ₹32,276/-. But there has been default on the part of the appellant-plaintiff in payment of the instalments and accordingly as per the agreement and the statutory requirement, the respondents-defendants have proceeded to initiate proceedings against him for recovery of the amount due. The process, which has been initiated and followed by the respondents-defendants being in accordance with law, would not call for any interference by this Court. It is settled preposition of law that injunction to restrain the lawful authority from acting in a lawful manner cannot be issued by the Court and, therefore, the Courts below have rightly dismissed the suit of the appellant-plaintiff.

4. Both the Courts below have returned concurrent findings after properly appreciating the pleadings and the evidence brought on record by

both the parties and the same cannot be interfered with as there is no perversity or illegality in the same.

5. No substantial question of law is involved in the present appeal. Therefore, finding no merit in the present appeal, the same stands dismissed.

6. In the light of the dismissal of the appeal, the application for stay i.e. CM No.112-C of 2015, stands disposed of as infructuous.

November 16, 2015
Puneet

(AUGUSTINE GEORGE MASIH)
JUDGE