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

**RSA No.180 of 2014 (O&M)
Date of decision: 31.10.2015**

Raj Kumar ... Appellant

Vs.

M/s Diwan Singh Balraj Singh & others ... Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

1. Whether reporters of local newspapers may be allowed to see judgment?
2. To be referred to reporters or not?
3. Whether the judgment should be reported in the Digest?

Present:- Mr. Deepinder Ahlawat, Advocate
for the appellant.

AMIT RAWAL J. (Oral)

Appellant-plaintiff is in Regular Second Appeal against the concurrent findings of facts and law, whereby, the suit for rendition of accounts has been dismissed on the premise that firm was dissolved.

Mr. Deepinder Ahlawat, learned counsel appearing on behalf of the appellant-plaintiff submits that despite dissolution of the firm, claim of the rendition accounts was with regard to the previous transaction vide which certain agricultural produce was sold to the respondent-defendants/firm. He further submits that both the Courts below have committed illegality and perversity in non-suiting the plaintiff on the ground that suit was barred by law of limitation by forming an opinion on the basis of the evidence that last transaction between the parties to the lis was on 03.01.2000, whereas, the suit was filed on 31.03.2003. Even the plaintiff has been non-suited on the ground of non-payment of ad valorem Court fee. He further submits that dissolution deed dated 31.03.2000 has not been proved by the respondent-defendants and therefore, it cannot be pleaded that there was dissolution, thus, suit ex facie was maintainable, therefore, the appeal involves the substantial questions of law to be determined by this Court.

I have heard learned counsel for the appellant-plaintiff and appraised the impugned judgments and decrees of the Courts below.

The plaintiff while filing the suit unequivocally admitted that the partnership firm was dissolved, though no date of it was mentioned. It is settled law that once the firm was dissolved, suit for rendition of accounts would not be maintainable. In essence, dispute between the parties to lis was settled with regard to all accounts. Had it been converse situation, i.e., if the appellant-plaintiff was not agreeable to the terms and conditions of the dissolution deed being based upon the fraud or mis-representation, there had to be a specific pleading in that regard but it is not a case pleaded by the plaintiff. By taking into consideration, dissolution deed dated 31.03.2000 and the suit having been filed on 31.03.2003, in my view, suit was barred by one day. Though the Courts below have found that last transaction between the parties to the lis was on 31.01.2000.

Vis-a-vis non-payment of ad valorem Court fee, it is settled law that once the firm was dissolved, the Court can always call the plaintiff to pay the ad valorem Court

Be that as it may, the fact remains that once dissolution deed dated 31.3.2000 has been proved and pleaded by the defendants, the suit for rendition of accounts was not maintainable. It has also come on record that owing to the dissolution, a sum of ₹13,49,887.54 paise was received by the plaintiff.

Keeping in view the aforementioned observations, I do not find any illegality and perversity in the findings rendered by both the Courts below, based upon the appreciation of oral and documentary evidence, much less, no substantial question of law arises to be determined by this Court.

Accordingly, the appeal is dismissed.

(AMIT RAWAL)
JUDGE

October 31, 2015
savita