

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA No. 5916 of 2014 (O&M)
Date of decision: 20.4.2015

Super Multi Colour Printers Private Ltd.

.. Appellant

v.

Haryana Prathmik Shiksha Pariyojna Parishad

.. Respondent

CORAM: HON'BLE MR. JUSTICE RAJESH BINDAL

Present: Mr. Harsh Aggarwal, Advocate for the appellant.

...

Rajesh Bindal J.

The defendant is before this court against concurrent findings of fact recorded by both the courts below, whereby the suit for recovery filed by the respondent-plaintiff for ₹ 6,09,997/-, was partly decreed for recovery of ₹ 4,49,635/- along with interest.

Learned counsel for the appellant submitted that it is a case in which the respondent invited offers for publication of book titled as “Meri Pustak-I”. The offers were to be received upto 2.00 p.m. on 6.3.2003, which were to be opened on the same day at 3.00 p.m. The offer submitted by the appellant was valid for a period of 45 days. The rate quoted was ₹ 12.89 per book. Negotiations were held on 20.3.2003 and the offer of the appellant for publication of the book was accepted at ₹ 12.50 per copy. On 24.4.2003, the order was placed, which was received by the appellant on 4.5.2003. The details of the places, to which the supplies were to be sent, were furnished from 5.5.2003 to 8.5.2003. The appellant having failed to deliver the supply, the respondent made risk purchase from another firm @ ₹ 14/- per book. Recovery of the loss suffered, namely, the difference in the price quoted by the appellant and the price paid by the respondent to other supplier was

sought to be made by filing the suit, which was decreed by both the courts below.

While impugning the judgments and decrees, learned counsel for the appellant submitted that the offer submitted by the appellant was valid only for a period of 45 days. It was submitted on 6.3.2003. The order was placed by the respondent after expiry of the period of 45 days on 24.4.2003, which was received by the appellant on 4.5.2003, hence, the appellant was not bound by the rate quoted. No question of loss arises as the appellant was not bound to supply the books. He further submitted that though the books were to be supplied by the appellant to the respondent @ ₹ 12.50 per copy, however, the rate to be printed thereon was ₹ 13.25, as the same was to be supplied to the students at that rate. When the books were got published from another supplier, the price paid by the respondent was ₹ 14/- per copy and the rate got published on the book was ₹ 15.40. As the cost of the book was recovered from the students, in fact, no loss was suffered by the respondent, hence, no recovery could be sought from the appellant.

After hearing learned counsel for the appellant, I do not find any reason to interfere in the concurrent findings of fact recorded by both the courts below. As far as validity of the offer for a period of 45 days from the date of submission thereof is concerned, the offer was submitted by the appellant on 6.3.2003. There were negotiations on 20.3.2003 and the offer of the petitioner was accepted for supply of the books @ 12.50 per copy, hence, the offer of the appellant had been accepted within a period of 45 days. Placing of order for supply of the books at different stations is not relevant as the appellant had not quoted any clause to show that the condition was for supply of the material within a period of 45 days from the date of submission of offer, hence, the contention is misconceived.

Another contention raised by learned counsel for the appellant regarding the loss suffered by the respondent is concerned, even that also deserves to be rejected. Admittedly, the appellant had agreed to supply the books @ 12.50 per copy. On failure of the appellant to supply the copies, risk purchase was made from another supplier @ ₹ 14/- per copy. The

difference was the loss suffered by the respondent, for which the appellant was liable. Subsequent recovery of the amount from any other source is not relevant for the purpose.

For the reasons mentioned above, I do not find any reason to interfere with concurrent findings of fact recorded by both the courts below. No question of law, much less a substantial question of law, arises in the present appeal. The same is, accordingly, dismissed.

(Rajesh Bindal)
Judge

20.4.2015
mk