

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

**RSA No.79 of 2014 (O&M)
Date of decision : May 15, 2015**

Ram Chander

.....Appellant

Versus

The Bathinda District Co-operative Milk Producers Union Limited and
another

..... Respondents

CORAM : HON'BLE MR.JUSTICE GURMIT RAM

1. To be referred to the Reporters or not? No / Yes
2. Whether the judgment should be reported in the Digest? No / Yes

Present : Mr. Ashok Kumar Khunger, Advocate,
for the appellant.

GURMIT RAM, J.

1. This regular second appeal is of appellant (plaintiff) against the judgment and decree dated 06.05.2010 of the Court of Civil Judge (Junior Division), Bathinda vide which his suit was dismissed and the judgment and decree dated 05.08.2013 of the Court of learned Additional District Judge, Bathinda, vide which his appeal filed against the abovesaid judgment and decree of the learned Civil Judge (Junior Division), Bathinda was also dismissed.
2. The case of the present appellant (plaintiff) before the learned trial Court in nut shell was that one agency for selling Verka products was

granted to him. In this regard a written agreement/contract was entered into. He was paying the rent regularly which was paid by him upto 31.05.2001. He did not infringe any of the conditions of the abovesaid agreement. Defendant No.1 wrote a letter to him on 25.05.2001 for the cancellation of his agency. After getting his reply his agency was cancelled vide impugned letter 02.06.2001. He also filed a suit for permanent injunction and during its pendency, defendant took possession of the shop forcibly on 15.03.2005.

3. On notice defendant No.1 filed written statement taking preliminary objections that no notice as required under Section 79 of the Punjab Cooperative Societies Act was served prior to filing of suit; that suit is not maintainable and that plaintiff has no locus standi as well as cause of action to file this suit. It was anyhow admitted that agency for selling of Verka products was allotted to the plaintiff which was transferred in his name on 22.10.1999. The answering defendant received a complaint against the plaintiff for violation of terms and conditions and in that regard a letter bearing No.649 dated 16.03.2001 was issued to the answering defendant by the office of PSEB Lehra Mohabbat. Against the violation of terms and conditions on the part of the plaintiff, a civil suit was filed by one Sunil Kumar. After the inquiry, the agency/booth of the plaintiff was cancelled vide letter dated 25.01.2001, which was duly conveyed to the plaintiff and same was also received by him. Thereafter this agency was allotted to one Avtar Singh, i.e. defendant No.2 vide allotment No.6782-85 dated 14.06.2001 for selling Verka products in the booth of Lehra Mohabbat. The said Avtar Singh is now in possession of the booth in question. He also appeared in this case as defendant No.2 and corroborated the stand of defendant No.1 in his written statement filed separately.

4. The learned trial Court after hearing learned counsel for both the parties and going through the record as well dismissed the suit of the plaintiff vide the impugned judgment and decree dated 06.05.2010.

5. An appeal was preferred by the plaintiff against this judgment and decree which was also dismissed by the learned Additional District Judge, Bathinda vide impugned judgment and decree dated 05.08.2013.

6. The appellant/plaintiff being dissatisfied with the judgments and decrees passed by both the Courts below have come up in the instant appeal.

7. Counsel for the appellant/plaintiff was heard and record was perused.

8. Learned counsel for the appellant/plaintiff has contended that judgments and decrees passed by both the Courts below are totally perverse being against the evidence on the file. It is his further contention that both the Courts below have failed to apply their judicious mind to the matter in issue while passing the impugned judgments and decrees and as such same are not sustainable in the eyes of law.

9. It is admitted case of the appellant/plaintiff that he received a notice from defendant No.1 regarding the cancellation of his agency prior to its cancellation. It is also his case that he gave reply to the said notice and thereafter his agency was cancelled. So, as such there is nothing unlawful or illegal in the cancellation of his agency. Then it was also the case of defendant No.1 that the appellant/plaintiff had failed to comply with the terms and conditions of the agreement vide which the alleged agency was granted to him. Even he also failed to pay the electricity bill to the tune of ₹11,662/- of the period during which he was in possession of the demised

agency. The learned counsel for the appellant has failed to point out any illegality in both the impugned judgments and decrees. There is nothing on the file to say that the impugned judgments and decrees are either perverse or contrary to the evidence/record on the file.

10. In the light of the above discussion, no ground is made out to make any kind of interference in the impugned judgments and decrees. This appeal is held to be utterly devoid of any merit, so it stands dismissed and disposed of accordingly.

May 15, 2015

Gaurav Sorot

**(GURMIT RAM)
JUDGE**