

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

CWP No.25909 of 2015
Date of Decision: 20.01.2016

Hariom Packers and Movers and another

. . . .Petitioners

Versus

Birender Singh Parmar and another

. . . . Respondents

CORAM: HON'BLE MR.JUSTICE RAKESH KUMAR JAIN

Present: Ms.Savita Rana, Advocate,
for the petitioners.

RAKESH KUMAR JAIN, J.

The petitioners have challenged the order dated 20.4.2015 passed by the Permant Lok Adalat (PUS), Rupnagar.

In brief, respondent No.1 hired the services of petitioners-firm for transporting his house hold articles from Shimla to Mohali. The total charges were settled at ₹23,765/- out of which respondent No.1 has paid ₹13,500/- against receipt No.340 dated 1.10.2012. The balance amount of ₹10,265/- was to be paid on delivery of goods. The consignment note bearing No.649 dated 1.10.2012 was issued and respondent No.1 had also informed the petitioner No.2 that he has insured his goods with Oriental Insurance Company vide Policy No.649 dated 1.10.2012. According to the petitioners, the goods were delivered in good condition but respondent No.1 was showing his inability to make the payment of the balance amount and has filed the application under Section

22(C) of the Legal Service Authorities Act, 1987 [for short 'the Act'] after two years, which has been allowed by the Permanent Lok Adalat only on the basis of the photographs though respondent No.1 was required to prove the damage by leading other evidence also.

I have heard learned counsel for the petitioners and perused the record.

The Permanent Lok Adalat had basically relied upon the photographs Ex.A3 to A6 in which the goods transported by respondent No.1 are shown to have been damaged whereas there is no evidence to the contrary brought on record by the petitioners to prove that the said goods were already damaged when they were loaded for transportation.

Thus, in this view of the matter, there is hardly any reason for this Court to interfere in the order passed by the Permanent Lok Adalat, who has awarded ₹50,000/- as compensation for damage caused to respondent No.1 besides the cost of litigation of ₹10,000/- and interest @ 9% per annum in case the amount is not paid within 30 days of its order.

Dismissed.

20.01.2016

Vivek

**(RAKESH KUMAR JAIN)
JUDGE**