

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

**RSA No.4345 of 2015 (O&M)
Date of decision:28.04.2016**

M/s Maytas Infra Ltd.

... Appellant

Vs.

M/s Shekhar Chand Jain & Co.

... Respondent

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. Rahul Sharma-I, Advocate
for the appellant.

AMIT RAWAL J. (Oral)

C.M.No.10473-C-2015

For the reasons stated in the application, which is duly supported by an affidavit, delay of 389 days in filing the appeal is condoned.

C.M. stands disposed of.

RSA No.4345 of 2015 (O&M)

The appellant-defendant is aggrieved of the decretal of the suit seeking recovery of Rs.7,65,000/- (Rs.7,00,000/- as principal amount and Rs.65,000/- as interest @ 24% per annum) in pursuance to the agreement to sell dated 06.04.2001 executed for leasing out the Road Roller on rent for a period of 11 months.

The case set out by the respondent-plaintiff is that appellant-defendant did not pay the complete rent as agreed and only paid paltry payment and in this regard, a suit for recovery was filed.

Mr. Rahul Sharma-I, learned counsel appearing on behalf of the appellant-defendant submits that the Court at Ludhiana did not have the territorial jurisdiction as the agreement, *ibid*, was executed at Charkhi Dadri, whereas, the appellant is resident of Hyderabad and Bhiwani. At the best, the suit could have been filed by invoking the provisions of Sections 19 and 20 of the Code of Civil Procedure (in short 'CPC') as the defendant is residing in the aforementioned area. Though the agreement does not spell out its place of execution, but the fact remains that respondent-plaintiff could not have invoked the provisions of Section 20(c) of the CPC. Even otherwise, Road Roller has broken down and the appellant-defendant could not avail the services and also made the payment of Rs.2,22,463/-. All these facts remained unnoticed by the Courts below, thus, there is illegality and perversity in the findings, much less, substantial question of law arises for adjudication of the present appeal.

I have heard learned counsel for the appellant-defendant and appraised the impugned judgments and decrees of the Courts below and of the view that vis-a-vis the payment and breaking down of Road Roller, no evidence has been led. As far as, jurisdiction of the Court at Ludhiana is concerned, it would be apt to reproduce the

provisions of Section 20(c) of the CPC which read thus:-

“The cause of action wholly or in part arises.”

On going through the particular paragraph as culled out in the paint and corresponding paragraph of the written statement, the respondent-plaintiff invoked the jurisdiction by pleading that Road Roller was broken down and the agreement was also executed at Ludhiana, whereas on the contrary, the appellant-defendant has emphatically denied the execution of the agreement to sell at Ludhiana, but stated that the same was executed at Bhiwani, but the factum of handing over the possession of Road Roller at Ludhiana has also been denied. In these circumstance, the Court had an occasion to non-suit the appellant-defendant qua issue of territorial jurisdiction.

Keeping in view the aforementioned facts and circumstances, I do not intend to differ with 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 for determination of this Court.

Accordingly, the appeal is dismissed.

(AMIT RAWAL)
JUDGE

April 28, 2016
savita