

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

**RSA No.5097 of 2015 (O&M)
Date of decision:10.05.2016**

Madan Lal and others

... Appellants

Vs.

Jagmal Singh and 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. M.S.Randhawa, Advocate
for the appellants.

AMIT RAWAL J. (Oral)

The appellant-defendants are aggrieved of the decretal of the suit for recovery of ₹67,500/- along with interest @ 6% per annum from the date of passing of the judgment till realization on account of breach of the statement/agreement dated 05.07.2003 (Ex.PW1/A), whereby, defendants had agreed upon for transfer of electricity connection.

Mr. M.S.Randhawa, learned counsel appearing on behalf of the appellant-defendants submits that agreement aforementioned was not signed by all the parties and therefore, the amount could not have been ordered to be refunded. Moreover, the land of the

respondent-plaintiffs is situated in Rajasthan and water could not be supplied in respect of tubewell installed in Haryana. All these facts have totally been ignored by both the Courts below and thus, urges this Court to formulate the substantial questions of law arise for adjudication of the present appeal.

I have heard learned counsel for the appellant-defendants and appraised the impugned judgments and decrees of the Courts below and of the view that in pursuance to the aforementioned agreement, the respondent-plaintiffs had allegedly paid the amount which was received by the appellant-defendants and defendants had consented to transfer the electricity connection. However, the same was not done which resulted into seeking of damages on account of loss of crop. The aforementioned fact has been proved through the testimony of PW1, PW2, PW3 and PW4 and receipt Ex.PA to Ex.PM, much less, bills. On the contrary, defendants have not been able to belie the aforementioned factum, much less, the signatures of the persons, who have received the money and acknowledged to transfer the connection. The relief sought in the suit is not with regard to transfer of the connection but of damages. Since such type of contract could not be entered into as rules of Electricity Board do not permit alleging the fact that the plaintiffs sought for recovery of amount. Defendants have failed to belie the factum of receipt of alleged payment.

In view of the aforementioned observations, I do not intend to differ with the findings rendered by both the Courts below,

which are 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

May 10, 2016
savita