

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

C.R.No.2585 of 2016

Khadak Singh

....Petitioner

Versus

Food Corporation of India and Ors.

....Respondents

Date of Order: 12.3.2018

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. Adarsh Jain, Advocate for the petitioner.

AMIT RAWAL, J (ORAL)

Petitioner-plaintiff is aggrieved of the impugned order 22.12.2015 whereby his application for recalling of order dated 20.12.2008 passed by Civil Judge (Jr. Division), Palwal dismissing the suit as withdrawn on compromise having been arrived at between the parties in the mega lok adalat, has been dismissed.

Plaintiff-petitioner filed a suit for declaration and permanent injunction against the Food Corporation of India, however, during the pendency of the same, the matter was referred to lok adalat wherein a compromise was arrived between the parties on the basis of statements of the plaintiff-petitioner Khadak Singh and K.K. Barua, area Manager of respondent-FCI, resulting into passing of order dated 20.12.2008 and in pursuance of the same, the petitioner-plaintiff had received a sum of Rs.4,04,024/- and undertaken that no other dues were payable to him.

Learned counsel for the petitioner submitted that the trial Court has committed illegality while rejecting his application for recalling the order. The action of the respondents-FCI in wrongly deducting the amount of Rs.75,575/- qua “Pending recovery against transit shortage” is not sustainable in the eyes of law as no amount was outstanding towards the petitioner.

I have heard learned counsel for the petitioner and appraised the paper book. It is not disputed that the civil suit was filed on 15.3.2001. It is also not disputed that a statement was made on behalf of the respondents-FCI that a sum of Rs.4,04,024/- was due and payable to the petitioner. The acknowledgment of the receipt in this respect reads as under:

“Details of pending dues of bills and recoveries in respect of all contracts of Handling & Transport, Road Transport Mandi Labour Contract and Mandi transport of Shri Kharak Singh under District Faridabad as on 13.1.2009.

<i>FSD Palwal HTC for the contract period</i>	<i>Rs.3,81,082.50</i>
<i>14.4.01 to 13.4.03 bill No.15</i>	
<i>FSD Palwal HTC for the contract period</i>	<i>Rs. 94,037.50</i>
<i>14.4.01 to 13.4.03 bill No.16</i>	
<i>HG Hodal HTC for the contract period</i>	<i>Rs. 15,600.00</i>
<i>7.8.2k to 6.8.02 Bill No.12</i>	
<i>Total :</i>	<i>4,90,720.00</i>
<i>Deductions:</i>	
<i>Income Tax @ 2%</i>	<i>Rs. 9,815.00</i>
<i>Surcharge</i>	<i>Rs. 982.00</i>
<i>Education Cess</i>	<i>Rs. 324.00</i>
<i>Pending recovery against transit shortage</i>	<i>Rs.75,575.00</i>
<i>Total</i>	<i>Rs.86,696.00</i>
<i>Net payable amount</i>	<i>Rs.4,04,024.00</i>

After releasing above payment there will be no outstanding dues to Sh. Kharak Singh who has withdrawn court case no.890/2003.

Sd/- 13.1.09

Sd/- 13.1.09

(Sher Singh)

(J.S. Raghav)

Manager (Stg)

Manager (A/cs)

After payment as above there will be no dues payable to me from FCI except one case of HG Hodal pending in court at Palwal regarding payment of extra distance of three Km for which I reserve my right for payment from FCI. Sd/- 13.1.09 (Kharak Singh) (Ex.HTC)”

Application for restoration is bereft of reasoning as to what cause of action accrued in favour of the petitioner for recalling of the order as the entire amount was settled by the plaintiff and his signatures to this effect are even present on the document Ex.D1. He neither sought any clarification qua the aforesaid deductions to be made from his due payment nor objected to any kind of settlement and payment being made to him. In my view, the motive of the petitioner was nothing but an act of personal aggrandizement.

In view of aforesaid, I do not find any ground to interfere with the impugned order.

Dismissed.

March 12, 2018
manoj

^(AMIT RAWAL)
JUDGE

Whether speaking/reasoned: Yes/No
Whether Reportable : Yes/No