

In the High Court of Punjab and Haryana at Chandigarh

RSA No. 4494 of 2015(O&M)

Date of Decision:25.1.2018

Inderjit Singh and another

---Appellants

vs.

Jugraj Singh (since deceased) through Lrs and others

---Respondents

Coram: Hon'ble Mrs. Justice Rekha Mittal

Present: Mr. Brijeshwar Singh Bhalla, Advocate
for the appellants

Rekha Mittal, J.

Challenge in the present appeal has been directed against the judgments and decrees passed by the courts below whereby suit filed by Jugraj Singh (since deceased) for recovery of Rs. 17 lakhs alongwith interest was decreed by the trial court and findings recorded by the trial court have been affirmed in appeal by the Additional District Judge, Ferozepur.

The sole submission made by counsel for the appellants is that as there was an agreement executed on 31.10.2003 by partners of the firm that stands dissolved whereby the amount standing to credit of respondent-plaintiff was agreed to be paid by Jugraj Singh son of Gurdial Singh

respondent No. 2/defendant No. 1, a serious error has been committed by the courts fastening liability to pay the decretal amount against the appellants. It is further submitted that the agreement executed on 31.10.2003 between partners of firm M/s Inderjit Singh and Company Commission Agent, Zira (since dissolved) was proved, in accordance with law.

Indisputably, the appellants have not disputed factual findings recorded by the courts upholding plea of the respondent/plaintiff that he is entitled to recover Rs. 17 lakhs towards outstanding price of the crops sold by him through the commission agency of firm M/s Inderjit Singh and Company plus the amounts which were given by him to the aforesaid firm.

On a pointed query by the Court, counsel has fairly informed that the respondent/plaintiff is not privy to agreement Ex. DW4/B executed between partners of the erstwhile firm (since dissolved) whereby outstanding liability qua the respondent/plaintiff was agreed to be discharged by Jugraj Singh son of Gurdial Singh defendant No. 1. Counsel has failed to cite any law or a precedent as to how any such agreement executed between partners of the dissolved firm can be enforced against creditors of the said firm. In this view of the matter, appellants cannot derive any advantage to their contention from any such agreement executed between partners of the dissolved firm. So far as creditors/3rd parties are concerned, they are entitled to enforce their right against the firm and its partners but in case one partner makes payment which is agreed to be liability of other partner, inter se decided amongst the partners, he may take recourse to appropriate proceedings in law to recover that amount from

the other partner.

No other point has been raised.

For the foregoing reasons, the appeal fails and is accordingly
dismissed in limine. No order as to costs.

(Rekha Mittal)
Judge

25.1.2018
paramjit

Whether speaking/reasoned: Yes/No
Whether reportable : Yes/No