

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

**RSA No.3243 of 2016 (O&M)
Date of decision:14.01.2019**

Food Corporation of India ... Appellant

Vs.

Narinder Singh ... Respondent

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present:- Mr. R.S. Bajaj, Advocate
for the appellant.

AMIT RAWAL J. (Oral)

The appellant-plaintiff/Food Corporation of India has not been successful in claiming the recovery of Rs.1,45,135.20 paisa against the respondent-defendant, for, at the time of termination of the contract awarded to the defendant, the work was allotted to third party at the risk and costs.

Mr. R.S.Bajaj, learned counsel appearing on behalf of the appellant-plaintiff submitted that in pursuance to the aforementioned contract, defendant had deposited a sum of Rs.15,000/- as security but during the proceedings before the trial Court and pleadings, denied the same. The only point the Court has taken against the appellant is non-proving of the contract.

I am afraid the aforementioned argument is not sustainable as it was obligatory upon the appellant-plaintiff in view of the denial of the account statements to establish that parties had entered into contract and were bound by the terms and conditions of the contract. In the absence of

the same, the appellant-plaintiff has miserably failed to discharge the onus as per the provisions of Section 101 of Indian Evidence Act, 1872. The filing of appeal by a competent person in view of the aforementioned short point involved, is not adjudicated by this Court and therefore, left open.

No ground for interference is made out.

Resultantly, the regular second appeal is dismissed.

(AMIT RAWAL)
JUDGE

January 14, 2019
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Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No