

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

**RSA No.505 of 2016 (O&M)
Date of Decision.17.05.2019**

Kanta Rani and another

...Appellants

Vs

Punjab State Civil Supply Corporation Limited Patiala and another
...Respondents

CORAM:HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. Gaurav Goel, Advocate
for the appellants.

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AMIT RAWAL J. (ORAL)

The appellant-plaintiff has not been successful in suit for recovery of ₹3,65,635/-, alleged to have been demanded by the defendants for clearance of the balance payments.

It was alleged that paddy was not stored at the premises of the plaintiff and therefore, was not responsible for supply within the time line. Many letters and notices were sent in this regard but defendants did not respond. Amount sought to be recovered also included security of ₹1 lakh.

Defendants opposed the suit and stated that Firm was engaged in the business of milling of paddy and was allotted to PUNSUP for milling paddy and as per policy, a sum of ₹1 lakh was deposited by the plaintiff as security. 33300 bags of paddy were stored in Chaman Complex. After accepting quality and quantity, the agreement of milling was duly entered. The plaintiff was a defaulter of Markfed for the crop year 2003-2004 and 20 wagons of rice of Markfed for the said crop year were outstanding. Plaintiff had only

given ₹8 lakhs to Markfed and bank guarantee of ₹25 lakhs. The case of the plaintiff was referred to M.D., PUNSUP Chandigarh for change of allotment but the department did not change allotment. In order to save interest of the Corporation, paddy was separately stored in Chaman Complex under the control of the plaintiff but the same was not milled by the plaintiff. In this regard, many letters and notices were also sent.

The pith and substance of the written statement revealed that there was outstanding due towards plaintiff. The demand raised was in accordance with terms and conditions. In the evidence, plaintiff's husband appeared being attorney.

Both the parties led extensive evidence.

Learned counsel appearing on behalf of the appellant submitted that documents Ex.PW1/DB copy of notice and letters Ex.PW1/DD to PW1/DI irresistibly proved liability of the defendants to return the amount, which plaintiff was compelled to deposit owing wielding of undue influence. Plaintiff was never a defaulter of Markfed. The PUNSUP could not connect the aforementioned dealing as it was a separate transaction.

I have heard learned counsel for the appellant, appraised the paper book and of the view that there is no force and merit in the submissions of learned counsel for the appellant. There was no privity of contract between the plaintiff and defendants. The defendants have been prevented to put a specific question qua the transaction as husband did not have knowledge about the same. As regard the alleged undue influence, it is mandatory in law that

ingredients of undue influence are not only to be pleaded but proved which remained a mystery, for, documents brought on record did not reflect any admission qua forcible deposit.

The appeal is also accompanied by applications of 11 days in filing and 142 days in re-filing of the appeal. The explanation given is not reasonable and plausible to make out a ground for condonation of delay.

In view of such circumstances, I do not find any illegality and perversity in the concurrent finding of fact rendered by the Courts below, much less, no substantial question of law arises for determination by this Court. No ground for interference is made out. Resultantly, the second appeal is dismissed both on the ground of delay as well as on merits.

(AMIT RAWAL)
JUDGE

May 17, 2019
Pankaj*

Whether speaking/reasoned Yes

Whether reportable No