

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

RSA No.765 of 2017 (O&M)

Date of decision:24.01.2019

Ramnik Puri

... Appellant

Vs.

Harbans Lal

... Respondent

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

**Present:- Mr. Gagandeep Singh Sirphikhi, Advocate
for the appellant.**

AMIT RAWAL J. (Oral)

The present Regular Second Appeal is directed against the concurrent findings of fact and law, whereby, suit of the appellant-plaintiff for recovery of Rs.3,02,820.55 paise has been dismissed by the trial Court and affirmed in appeal.

It was alleged that land belonging to the plaintiff had been given on rent to various persons and respondent-defendant/Harbans Lal was working as Salesman with M/s Dhanpat Rai Gopal Dass, Jalandhar Road, Batala and the plaintiff was Manager of the said firm. The plaintiff appointed one Bhupinder Singh to collect the money, i.e. income from the agricultural land from the persons appointed for cultivating the land, who did not deposit the sale proceeds. In this regard, an FIR bearing No.295 dated 23.9.2004 under Section 408 of Indian Penal Code was registered.

The defendant did not file the written statement and defence was struck off.

The plaintiff examined Inderjit Masih as PW1, Bhupinder Singh as PW2, Baljit Singh as PW3, Surinder Singh Walia as PW4 and himself as PW5.

Mr. Gagandeep Singh Sirphikhi, learned counsel for the appellant-plaintiff submitted that FIR aforementioned was lodged on technical ground but PW2-Bupinder Singh deposed that he had given the rent from 01.01.2000 to 09.10.2004. The suit was filed on 20.10.2007 and as per the judgment and decree, was registered on 24.09.2013 and cannot be said to be beyond limitation, in view of the objection noticed by the Court below but fact of the matter is that collection of the rent and payment of the same had been proved as Harbans Lal had left on 30.10.2004. The evidence of the plaintiff had gone un-scathed, the trial Court should have decreed the suit.

I am afraid the aforementioned argument is not sustainable, for, plaintiff miserably failed to discharge the onus as the statement of PW2-Bhupinder Singh did not give specific date except saying that he had given the rent from 01.01.2000 to 09.10.2004, whereas, the defendant had left on 30.10.2004. It is strange that the person who is paying the rent, i.e., Bhupinder Singh did not collect any receipt and the salesman also did not get the entry in the register maintained by the department. In my view, prima facie, an attempt has been made to tarnish the image of the defendant by filing the suit for recovery.

No ground for interference is made out.

Resultantly, the appeal is dismissed.

(AMIT RAWAL)
JUDGE

January 24, 2019
savita

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No