

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

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Date of decision: 15.01.2020

RSA No.1537 of 2013 (O&M)

Manmohan Lal

... Appellant

Versus

Amrit Pal Singh and another

... Respondents

RSA No.1538 of 2013 (O&M)

Manmohan Lal and another

... Appellants

Versus

Amritpal Singh and others

... Respondents

**CORAM: HON'BLE MRS. JUSTICE REKHA MITTAL**

Present : Mr. SK Singla, Advocate for the appellants.  
Mr. Rohit Khullar, Advocate for respondent No.1.

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**REKHA MITTAL, J. (Oral)**

This order will dispose of RSA Nos.1537 and 1538 of 2013 as identical questions of law and fact are involved for adjudication. For facility of reference, facts are taken from RSA No.1538 of 2013.

The respondent/plaintiff filed suit for recovery of Rs.5,37,333/- on the allegations that Amrit Lal (since deceased) and Manohar Lal were partners of firm M/s Amrit Lal and company. Manohar Lal became proprietor of M/s Amrit Lal and company on 16.09.2011. Defendants No.3 and 4 are the legal representatives/legal heirs of deceased Amrit Lal. Amrit Lal received Rs.4,43,000/- as 'amanat' from plaintiff on 01.06.2001 vide writing of even date. Amrit Lal agreed to return the amount along with interest @ 2% per month. Plaintiff requested Amrit Lal to return the amount and after his death made a demand from defendants but to no result. Hence the suit.

The trial Court decreed the suit for recovery of Rs.4,43,000/- with interest @ 6% per annum from 01.06.2001 till its realization. The appeal preferred by defendants No.2 and 3 against the decree and judgment passed by the trial Court came to be dismissed by the Additional District Judge, Fatehgarh Sahib.

Counsel for the appellants would argue that as per writing dated 01.06.2001 marked as Ex.P1, basis of the suit, amount of Rs.4,43,000/- was given to Amrit Lal as 'amanat' but there is no promise by said Amrit Lal to return the money, therefore, the same cannot be treated as promissory note.

Another submission made by counsel is that the writing Ex.P1 does not indicate that the said amount was given to the firm M/s Amrit Lal and Company, therefore, liability to pay decretal amount has wrongly been fasted against Manohar Lal, other partner of the aforesaid firm. It is further argued that as the amount was given to Amrit Lal (since deceased) as 'amanat', his legal heirs cannot be made personally liable for payment of the decretal amount.

Counsel representing the respondent/plaintiff has supported impugned judgments and decrees with the submission that the Courts have rightly held defendants liable to pay the decretal amount.

Perusal of document Ex.P1 leaves no manner of doubt that Sh. Amrit Lal received a sum of Rs.4,43,000/- as 'amanat' from Amrit Pal Singh son of Bakhsish Singh. Even if the amount was given to Sh. Amrit Lal as 'amanat', it cannot be said that Amrit Lal had no obligation to return the amount as and when so demanded by the respondent/plaintiff. Unfortunately, Amrit Lal died on 16.09.2011. There is nothing on record suggestive of the fact that Amrit Lal had returned the amount to the respondent/plaintiff before his death. As such, the respondent is entitle to recover the said amount from estate left behind by Sh. Amrit Lal.

Defendant No.2 Manmohan Lal, mentioned as Manohar Lal in the head note of plaint as well as in the judgment of the trial Court but Manmohan Lal in the judgment passed by the Court in appeal, was a partner of M/s Amrit Lal and Company of which Amrit Lal (since deceased) was also a partner. The writing Ex.P1 has been prepared on the letter head of M/s Amrit Lal and Company. However, in the body writing of Ex.P1, there is no mention that the amount was given to Amrit Lal being partner of M/s Amrit Lal and Company. As such, the Courts have grossly erred by holding Sh. Manohar Lal/Manmohan Lal defendant No.2 liable to pay suit amount. That being so, Manmohan Lal cannot be fastened with liability to pay the decretal amount. Consequently, appeals filed by Manmohan Lal are allowed.

Judgments and decrees passed against him are set aside.

The Courts have held defendants No.3 and 4, widow and son of deceased Amrit Lal liable to pay the decretal amount. Since the legal heirs have not incurred any personal liability to pay the amount received by Amrit Lal as 'amanat', they cannot be held personally liable to pay decretal amount and as such, the decretal amount can only be recovered from estate left behind by Amrit Lal in the hands of defendants No.3 and 4. In view of the above, judgments and decrees passed by the Courts are liable to be modified and ordered accordingly.

In view of what has been discussed hereinbefore, the appeals are partly allowed in the aforesaid terms, leaving the parties to bear their own costs.

15.01.2020

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**(REKHA MITTAL)**  
**JUDGE**

Whether speaking/reasoned:

Yes / No

Whether reportable:

Yes / No