

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

SAO-13 of 2021 (O&M)

Date of decision: 26.11.2021

Lakshmi Narayan and another

...Appellants

Versus

M/s Baderwals Projects Private Ltd. and another

...Respondents

CORAM: HON'BLE MR.JUSTICE H.S. MADAAN

Present: Mr. Amit Jain, Advocate for the appellants.

H.S. MADAAN, J.

Case taken up through video conferencing.

This appeal is directed against order dated 18.10.2021 passed by the Court of Addl. District Judge, Gurugram, vide which such Court has set aside the judgment/order passed by Civil Judge (Jr. Divn.) Gurugram, dismissing the suit filed by the plaintiff. The appellants before this Court are defendants No Lakshmi Narayan and Yadram.

Briefly stated facts of the case are that, plaintiff M/s Baderwals Projects Private Ltd., New Delhi had filed a suit against defendants Lakshmi Narayan, Yadram and Manoj Sharma, all residents of Gurugram seeking relief of declaration, permanent and mandatory injunction alleging that defendants Lakshmi Narayan and Yadram being, owners of the land detailed in the headnote of the plaint, had approached the plaintiff through defendant No.3 Manoj Sharma with a proposal for collaboration to develop a project upon their land, stating

that they were in need of money; the plaintiff entered into an agreement with such defendants and paid a sum of Rs.20 lacs to defendants Lakshmi Narayan and Yadram; various terms and conditions were settled in the agreement; such defendants had represented that they had a valid title in the land, however, after entering into agreement, the defendants started raising unusual demands; the plaintiff did concede some of such demands, incurring considerable expenses, however, the defendants delayed the signing of the collaboration agreement on one pretext or the other, causing huge financial loss to the plaintiff; the plaintiff served a legal notice upon the defendants but to no effect; as such, it has knocked at the door of the Court by way of filing a civil suit seeking relief of declaration that collaboration agreement between the parties was conclusive and binding and that receipt dated 15.07.2015 be declared as commercial understanding of collaboration agreement etc.

Notice of that suit was given to the defendants, who put in appearance, contesting the suit. Issues on merits were framed and the case was fixed for evidence of the plaintiff. The plaintiff did not produce any evidence in the Court despite availing of several opportunities. Last opportunity was granted to it, subject to payment of Rs.2000/- as costs to be deposited with District Legal Services Authority, Gurugram. On 26.11.2018, neither any witness of the plaintiff was present in the Court nor costs imposed was deposited as directed, rather, a request for further adjournment was made and vide detailed order dated 26.11.2018, the suit

of the plaintiff was dismissed for want of evidence.

This order left the plaintiff aggrieved and it had challenged the said order by way of filing an appeal before District Judge, Gurugram. Such appeal was assigned to Addl. District Judge, Gurugram, who vide judgment/order dated 18.10.2021 had accepted the same, leaving defendants No.1 and 2 aggrieved and now they have approached this Court by way of filing an appeal against the said judgment/order.

I have heard learned counsel for the parties besides going through the record and I find the appeal to be without any merit.

It has to be kept in view that rules of procedure are hand maid of justice. Such rules are meant to advance ends of justice. The Courts are not required to adopt hyper-technical approach while deciding disputes requiring judicial verdict, which may result into failure of justice, rather, the Courts are required to do substantial justice. No doubt, the plaintiff was supposed to produce evidence before the trial Court on the dates fixed but it did not do so. It also did not deposit the costs imposed upon it by the Court. Though, such conduct of the plaintiff reflects some element of casualness and non-serious attitude but that does not meant that the plaintiff should be non-suited for the said reason. The plaintiff is said to have paid a substantial sum of Rs.20 lacs to defendants No.1 and 2 on assurance being given by them and accepting the offer for collaboration. The grouse of the plaintiff needs to be addressed on merits, rather than, throwing away its claim without affording opportunity of being heard and producing evidence in support of its claim before the Court. In case the judgment by the trial Court was allowed to remain as

such, that would have amounted to allowing the defendants to retain considerable amount of money belonging to the plaintiff.

Learned counsel for the appellant has referred to certain judgments in support of his contentions i.e. Rajinder Singh Vs. Jagran Agent Pvt. Ltd. & Anr., 2019(2) PLR 23, M/s Shiv Cotex Vs. Tirgun Auto Plast P. Ltd. & Ors., 2011(4) RCR (Civil) 807, Gayathri Vs. M. Girish, 2016 (3) RCR (Civil) 942, Manjit Singh Vs. Joginder Kaur, 2020(2) RCR (Civil) 113, Ishwar Singh Vs. Dalip Singh & Ors. 2012 (4) PLR 370, Shri Anand Parkash Vs. Shri Bharat Bhushan Rai & Anr., 1982(1) RCR (Rent) 1 and Municipal Corporation, Hyderabad Vs. Sunder Singh, 2008(4) RCR (Civil) 850.

The judgment passed by learned Addl. District Judge, Gurugram is quite detailed, well reasoned, keeping in view the factual and legal position on the subject and it cannot be faulted. The defendants have been adequately compensated by directing the plaintiff to pay a sum of Rs.10,000/- to them as costs. The judgments referred to by learned counsel for the appellant are not applicable due to different facts, circumstances and the context in which such observations had been made.

No interference by this Court with such judgment of learned Addl. District Judge, Gurugram by way of accepting the appeal is called for. The appeal is without merit and is dismissed accordingly.

26.11.2021

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(H.S. MADAAN)
JUDGE

Whether speaking/reasoned :	Yes	No
Whether Reportable :	Yes	No