

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

ASHOK KUMAR
2021.11.12 15:27
I attest to the accuracy and
integrity of this document

206

RSA-1624-2016 (O&M)

Date of decision: 11.11.2021

FOOD CORPORATION OF INDIA AND ORS

..Appellants

Versus

M/S SADHU RAM & SONS AND ANR

..Respondents

RSA-4308-2016 (O&M)

FOOD CORPORATION OF INDIA

..Appellant

Versus

M/S SADHU RAM & SONS AND ANR

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Ish Puneet Singh, Advocate for the appellants.

Mr. Amit Dhawan, Advocate for respondent No.2.

ANIL KSHETARPAL, J (Oral)

By this judgment, RSA No.1624 and 4308 of 2016 which arise from a common judgment passed by the trial Court as well as the first Appellate Court shall stand disposed of.

Both the appeals have been filed by the Food Corporation of India. The respondent herein was awarded a contract to carry out the work of white wash, painting or other allied works. According to the respondent, he completed the assigned work/job, however, there was a delay as the godowns of the Corporation were loaded with its stuff as a result, there was some delay. The respondent claimed that he has been paid Rs.68,258.90 against an agreed amount of Rs.1,53,930/-. Even the amount of security of Rs.10,000/-

deposited while getting the contract has not been refunded.

The appellants contested the suit with the assertion that the job done by the respondent was not satisfactory, therefore, a fresh job was allotted in the year 1997 to M/s Wahajuddin Contractors. Both the Courts, on appreciation of evidence, have found out that the Corporation has failed to prove its case. It may be noted here that the Corporation has also filed a counter suit for recovery of Rs.3,63,653/-. It has been claimed that there is a difference of Rs.1,38,799.44 between the first contract and the second contract. Both the Courts have noticed that the subsequent contract has been made in the year 1997 whereas the first contract in favour of the respondent was made in the year 1990 and there is a huge gap of 7 years. Both the Courts have meticulously examined the evidence and found out that the respondent has successfully proved his case whereas the appellants failed to prove their case.

Heard learned counsel representing the parties at length and with their able assistance, perused the paper book along with the record which had been requisitioned.

Learned counsel representing the appellants contends that the respondent failed to bring on record the original contract, therefore, both the Courts erred in decreeing the suit. On a Court's question, learned counsel representing the appellants did not dispute that the Corporation had paid a

sum of Rs.68,258.90 out of total contract of Rs.1,53,930/-. The Corporation is a government owned organisation. The written contract is also in possession of the Corporation, who has also filed a cross suit, therefore, merely because the respondent failed to produce the original contract should not result in dismissal of his claim, particularly, when it is not disputed that the respondent has not been paid the complete payment of the work done for the Corporation on a contract.

Keeping in view the aforesaid facts, no ground to interfere in the impugned judgments is made out.

Dismissed.

All the pending miscellaneous application(s), if any, are also disposed of.

11.11.2021

ashok

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No

(ANIL KSHETARPAL)
JUDGE