

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

RSA-2140-1992

Date of decision: 08.08.2022

Union of India

... Appellant

Versus

M/s Puneet Construction Co.

... Respondent

CORAM: HON'BLE MR. JUSTICE ARUN PALLI, JUDGE

Present: Mr. Harneet Singh Oberoi, Advocate,
for the appellant.

None for the respondent.

ARUN PALLI, J. (Oral)

Suit filed by the respondent-plaintiff was decreed by the trial Court vide judgment and decree dated 10.04.1992 and as even the appeal preferred against the said decree failed and was dismissed on 06.06.1992, the defendants are before this Court in Regular Second Appeal.

Parties to the lis, hereinafter, shall be referred to by their original positions in the suit.

The plaintiff prayed for a decree for mandatory injunction requiring the defendants to issue and supply completion certificate in respect of construction of the staff quarters at Gurdaspur with a consequential relief to release all payment with interest @ 18% p.a.

In brief, the case set out by the plaintiff was that pursuant to a contract entered into between the parties, the plaintiff was to construct the staff quarters at Tibri Cantt., Gurdaspur. And even though the construction was completed to the satisfaction of the defendants and every possible defect

pointed out by them was removed in May, 1991, yet the defendants did not issue the completion certificate, which would enable the plaintiff to claim the payment that was outstanding. Thus, the suit.

In the written statement filed by the defendants, contract between the parties was conceded. However, it was pleaded for the plaintiff had failed to complete the works and even remove the defects that were pointed out by the department, the defendants were justified in not issuing the completion certificate.

Both the Courts below, on a due consideration and analysis of the matter in issue and also the material on record, concurrently concluded that intra-department letters (Ex.P-6 to Ex.P-16) revealed that completion of staff quarters/building was admitted by the defendants. And, not just that, Major Santokh Singh (DW1), examined by the defendants, conceded in his statement that the vouchers for final payment were prepared and signed but not issued to the plaintiff. That being so, the defence set out by the defendants that it was owing to failure of the plaintiff to complete or remove certain defects in the works it had carried out, the completion certificate was not being issued stands vitiated. Therefore, in the absence of any cogent reason, the defendants could neither withhold the completion certificate nor the payment the plaintiff was entitled to. Further, the record shows that the appeal is pending post admission since 30.07.1993 and as no interim relief was granted, the presumption is that in all probabilities the impugned decree must have been executed.

Be that as it may, upon being pointedly asked, learned counsel for the appellant could not refer to anything on record if the conclusions that

have concurrently been recorded by both the Courts were either contrary to the record or suffered from any material illegality.

In the wake of the position, as sketched out above, no questions of law arise for consideration. The appeal being bereft of merit is accordingly dismissed.

(Arun Palli)
Judge

08.08.2022
Rajan

Whether speaking / reasoned:	YES
Whether Reportable:	NO