

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

**RSA No.323 of 2019
Date of Decision: 05.12.2023**

Krishan Kumar

...Appellant

Versus

Ram Pal & another

...Respondents

CORAM: HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA

Present:- Mr. Rajesh Tushar, Advocate,
for the appellant.

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MEENAKSHI I. MEHTA, J.

Feeling aggrieved by the judgment and decree passed by learned Additional Civil Judge (Sr. Division), Kurukshetra (for short 'the trial Court') on 30.05.2016, whereby the Civil Suit filed by the appellant-plaintiff (here-in-after to be referred as 'the plaintiff') against the respondents-defendants (here-in-after to be referred as 'the defendants') for seeking a decree for recovery of Rs.01(one) lac, along-with interest thereon, has been dismissed and also by the judgment and decree handed down by learned Additional District Judge, Kurukshetra (for short 'the Lower Appellate Court') on 19.05.2017 regarding the dismissal of the appeal, moved by him to assail the judgment and decree dated 30.05.2016, he (plaintiff) has preferred this Regular Second Appeal to lay challenge to the same.

2. I have heard learned counsel for the appellant-plaintiff in the instant appeal, at the preliminary stage and have perused the file carefully.

3. It goes undisputed between the parties that the defendants had engaged the plaintiff as mason for the construction of the house and a written

agreement (Mark-A/Exhibit-D1) had been executed between them in respect thereof, whereby the rate of construction charges was agreed to be Rs.70/- per square feet. The plaintiff has claimed the afore-said amount as the charges for designing the huts in the house, constructed by him. However, both the Courts below have concurrently observed in their respective judgments that during his cross-examination as PW1, the plaintiff had admitted the above-mentioned rate of the construction charges and the measurement of the area, as pleaded by the defendants and also the fact that no writing had been executed for the payment of extra charges for designing the huts. Further, the trial Court has mentioned in para No.8 of its judgment that the plaintiff had failed to produce any cogent evidence to the effect that the payment had not been made to him in accordance with the afore-referred written agreement. The Lower Appellate Court has also observed in para No. 14 of its judgment that it had come in the evidence that total payment had been made by the defendants to the plaintiff as per the measurement of the area and the rate of construction.

4. As a sequel to the fore-going discussion, it follows that the impugned judgments and decrees, as passed by both the Courts below, do not suffer from any illegality, infirmity, irregularity or perversity so as to call for any interference by this Court. Resultantly, the same are hereby upheld and the Regular Second Appeal in hand, being *sans* any merit, stands dismissed.

05.12.2023
seema

(MEENAKSHI I. MEHTA)
JUDGE

Whether speaking/reasoned: Yes
Whether Reportable: No