

2025:PHHC:029899



206-Urgent

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

**RSA No. 2764 of 2022 (O&M)
Date of Decision: 03.03.2025**

Gursharanjit Singh

..... Appellant

Versus

Jagtar Singh @ Tari

..... Respondent

CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA

Present: Mr. Rajan Bansal, Advocate
for the appellant-plaintiff.

HARKESH MANUJA, J. (ORAL)

By way of present appeal, challenge has been laid to the judgment and decree dated 02.03.2022 passed by the Court of District Judge, Patiala **(hereinafter to be referred as “First Appellate Court”)**, whereby first appeal filed at the instance of appellant-plaintiff against the judgment and decree dated 10.10.2018 passed by the Court of Civil Judge (Junior Division), Patiala **(hereinafter to be referred as “trial Court”)**, dismissing his suit for recovery of Rs. 1,50,000/- alongwith interest @ 12% per annum besides award of damages till realization of the amount, was dismissed.

[2] Briefly stating, the appellant-plaintiff filed a suit for recovery of Rs. 1,50,000/- against the respondent-defendant (Jagtar Singh @ Tari) while stating that in the year 2006, the respondent-defendant in connivance with one of his friends, namely, Ramandeep Singh, duped him for a sum of Rs.3,00,000/- on the pretext of getting employment to him, besides ownership of some shop or residence as well. It was further pleaded that the respondent-defendant

having failed to fulfill his promise and upon mis-appropriation of the amount, a settlement / agreement dated 05.11.2009 was arrived at between the parties, against which one Ramandeep Singh paid a sum of Rs. 1,50,000/- to the plaintiff-appellant there and then, however, the remaining amount was agreed to be paid by the respondent-defendant in installment till November 2010 in three installments. It was also submitted that the respondent-defendant having failed to keep his promise, the appellant-plaintiff again approached him, who assured that the remaining amount shall be paid upto November 2014, however, the respondent-defendant again having failed to discharge his liability, suit for recovery of Rs.1,50,000/- alongwith interest and damages was filed against him on 15.12.2017.

[3] Despite service, the respondent-defendant chose not to appear and thus, was proceeded against *ex parte*. Having heard learned counsel for the appellant-plaintiff and based on the pleadings as well as the evidence, the trial Court dismissed the suit, vide its *ex parte* judgment and decree dated 10.10.2018, while holding that the same was barred by limitation.

[4] Feeling aggrieved, the appellant-plaintiff filed the first appeal, wherein the respondent-defendant appeared and contested, however, it came to be dismissed vide judgment and decree dated 02.03.2022 passed by the First Appellate Court, while affirming the findings recorded by the trial Court. Hence, the present appeal.

[5] I have heard learned counsel for the appellant-plaintiff and gone through the paper-book as well as relevant record(s) relied upon by the learned counsel.

[6] A perusal of facts and circumstances of the case in hand show that the claim of appellant-plaintiff was originally based on settlement dated

05.11.2009, which was proved on record as Ex. P-1. As per the said documents, the amount of Rs. 1,50,000/- was to be paid upto October 2010. On the contrary, even as per the case set up by the appellant-plaintiff, the respondent-defendant went on to defer the payment within the assurance about discharge his liability till November 2014. Accordingly, the claim being based on settlement dated 05.11.2009, the suit for recovery was required to be filed within three years from the date / month fixed for making last payment therein and, therefore, at best, it could have been done in the present case upto October-November 2013. Furthermore, in the given facts, even Section 25 (3) of the Indian Contract Act, 1872 does not come to the rescue of appellant as no such written document was proved on record to establish that the respondent-defendant ever assured to discharge any liability till November, 2014.

[7] In such circumstances, the suit having been filed on 15.12.2017, being much after the expiry of limitation of three years, was rightly dismissed by the Courts below. As such, finding no illegality or perversity with the concurrent findings of fact recorded by the Courts below; the present appeal, being devoid of merits, is hereby **dismissed**.

[8] Since, the main appeal has been decided / dismissed, no orders are required to be passed in the pending application(s), if any, and the same shall stand disposed off.

March 03, 2025

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**(HARKESH MANUJA)
JUDGE**

<i>Whether Speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>