



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

231

RSA-3310-2015 (O&M)

Date of decision: 22.04.2025

**M/s. Monga Trading Company, Guruarsahai, through
its Proprietor Rajesh Kumar Monga (since deceased)
through its legal representatives**

...Appellant(s)

Vs.

M/s. Vohra Agro Pvt Ltd. Company

...Respondent(s)

CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA

Present:- Mr. Mohinder Kumar, Advocate for the appellant(s).

**Mr. Puneet Kumar Bansal, Advocate for
Mr. Raj Kumar, Advocate for the respondent.**

NIDHI GUPTA, J.

The defendant is in second appeal against the concurrent judgments and decrees of the learned Courts below, whereby the suit of the plaintiff/respondent herein, for recovery of Rs. 5,83,609.01 (Rs. 4,86,341.01 paise on account of principal amount and Rs. 97,268/- on account of interest), has been decreed by both the Courts below. The learned trial Court held that although the plaintiff had claimed interest @ 12% per annum with effect from 30.12.2006 till the date of decree; plaintiff was allowed interest @ 9% per annum from 30.12.2006 to the date of decree and further interest @ 6% per annum from the date of decree to the date of payment. As such, suit of the plaintiff was partly decreed by the learned trial Court vide judgment and decree dated



26.02.2014; which was upheld by the learned lower Appellate Court vide judgment and decree dated 15.04.2015.

2. The primary argument raised on behalf of the appellant/defendant to challenge the recovery directed against it is that the plaintiff has not proved any bahi/ledger to substantiate any amount purported to be payable by the defendant.

3. It is also submitted that as per Section 50 CPC, the plaintiff is entitled to recovery only from the estate of Rajesh Kumar Monga - the now deceased Director of the defendant Firm. It is contended that the appellant has not inherited anything from the estate of the deceased Rajesh Kumar Monga; and, therefore, no monies were recoverable from the defendant. It is accordingly prayed that the present appeal be allowed; and the impugned judgments and decrees of the learned Courts below be set aside.

4. *Per contra*, learned counsel for the respondent/plaintiff submits that the decree in the present case is against the defendant Firm. As such, the abovesaid argument of the defendant is not sustainable. As regards non-production of bahi/ledger by the plaintiff, it is submitted that the said argument is factually incorrect as sufficient record was produced by the plaintiff to prove that the defendant owed the decretal amount to the plaintiff. Moreover, the said plea was never raised by the defendant in its written statement. It is accordingly prayed that there is no merit in the present second appeal; and the same deserves to be dismissed.

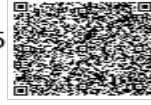


5. I have heard learned counsel for the parties as well as gone through the case file and lower Court record in minute detail. I have also given my thoughtful consideration to the rival submissions made on behalf of both the parties.

6. The plaintiff Firm was running its business of paddy and rice shelling; while the defendant Firm was a Commission Agent. The record reveals that the defendant Firm used to regularly take advance payments from the plaintiff Firm and in return, sell paddy to the plaintiff. In the present instance, it is not denied that all payments were made by the plaintiff Firm to the defendant Firm by cheques; the details of which are comprehensively enumerated in para 14 of the judgment and decree dated 26.02.2014 passed by the learned trial Court, which read as follows:-

“14. From the documents placed on record, it has been fully proved on record that the plaintiff Firm supplied advance amount to the defendants. From the ledger which is, a document that has been regularly maintained by the plaintiff Firm in the ordinary course of its business, it is clear that an amount of Rs. 4,86,341/- is still outstanding against the defendant Firm. From these documents It is clear that amount through cheques detailed as under :-

<i>Number of cheque</i>	<i>Date</i>	<i>Amount</i>
925002	24.5.2006	1,00,000/-
925009	5.6.2006	1,00,000/-
925019	22.6.2006	1,00,000/-
925029	12.7.2006	50,000/-



925087	19.9.2006	50,000/-
926501	22.9.2006	25,000/-
926511	25.9.2006	50,000/-
926522	28.9.2006	50,000/-
926525	3.10.2006	50,000/-
926536	3.10.2006	25,000/-
926558	10.10.2006	1,00,000/-
926577	17.10.2006	50,000/-
926587	19.10.2006	1,00,000/-
768701	26.10.2006	50,000/-
768702	26.10.2006	50,000/-
768719	3.11.2006	1,00,000/-
768732	8.11.2006	1,00,000/-
768754	17.11.2006	50,000/-
768767	23.10.2006	50,000/-
To TDS	30.12.2006	912/-

was paid to the defendant Firm whereas on 7.10.2006 paddy worth Rs. 3,40,426.62 was supplied by the defendants to the plaintiff and bonus amount of Rs. 21,560/- was credited in the account of the defendant Firm. On 9.10.2006 paddy of Rs. 3,31,584.37 was supplied by the defendants to the plaintiff Firm whereas on the same date i.e. 9.10.2006 bonus of Rs. 21,000/- was credited in the account of the defendants. Thus from the evidence on record, it is clear that in totality, an amount of Rs. 13,00,912/- was given as advance by the plaintiff Firm to the defendant Firm; whereas defendants have supplied paddy worth Rs. 8,14,570.99 including an amount of Rs. 1,00,000/- which was paid by defendants to the plaintiff. From the oral as well as documentary evidence on record more particularly Ex. P27, it is amply clear that defendant



Firm has yet to pay an amount of Rs. 4,86,341.01 paise, to the plaintiff Firm.”

7. From the above facts, it is clear that a ledger was regularly maintained by the plaintiff Firm in the ordinary course of its business. As per the said ledger against the advance of Rs.13,00,912/- made by the plaintiff Firm to defendant Firm, paddy worth Rs.8,14,570.99 was supplied by the defendant Firm to the plaintiff Firm. Thus, an amount of Rs.4,86,341.01 paise was still outstanding against the defendant Firm.

8. It has also come in the testimony of PW2 Satish Vohra son of Manohar Lal, Director of the plaintiff Firm, that the defendant Firm was having good relations with the plaintiff Firm. PW2 deposed that the defendant Firm through Rajesh Kumar used to take advances from the plaintiff by way of cheques with a promise to settle the same by selling the paddy to the plaintiff Firm. He has further testified that outstanding amount was due to the defendant Firm towards the plaintiff Firm; and that the plaintiff Firm has been regularly maintaining its account ledger in due course of business. The oral testimony of PW2 is substantiated by the documentary evidence in the form of Account book entries Ex.P27 which were duly proved by the evidence of PW2/Director of the plaintiff Firm. Thus, argument of the appellant that ledger was not proved by the plaintiff is found to be incorrect.

9. Even PW1 Niamat Rai, Record Keeper-cum-Cashier, State Bank of India, Guruhar Sahai in his evidence has produced the record of the plaintiff Firm. The cheques Ex.P2 to Ex.P22 which were issued by the



plaintiff Firm to the defendant Firm were proved; and account statement of plaintiff Ex.P23, and account statement of defendant Ex.P24 were proved.

10. From the above cogent evidence produced by the plaintiff Firm, it was concurrently found by Courts below that the plaintiff had established that the defendant Firm has failed to pay the balance amount which was due towards the defendant Firm/Rajesh Kumar Monga.

11. Learned counsel for the appellant/defendant is unable to dispute or controvert the above said concurrent facts and findings of the learned courts below.

12. Argument of the defendant that plaintiff is entitled to recovery only from the estate of Rajesh Kumar Monga is misconceived as, as pointed out by learned counsel for the plaintiff, decree has been passed against the defendant firm.

13. In view of the discussion above, no ground is made out to interfere in the concurrent judgments and decrees of the learned Courts below. The present regular second appeal is hereby **dismissed**.

14. Pending applications, if any, stand disposed of.

22.04.2025

Divyanshi

(NIDHI GUPTA)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No