

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****221****Date of decision: 26.11.2025****RSA-1508-2014(O&M)****Ram Gopal****...Appellant(s)****Vs.****State of Haryana & Others****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Lakshya Saini, Advocate for
Mr. Gurinder Pal Singh, Advocate
for the appellant.

Mr. Naveen Kumar, Addl. AG Haryana.

NIDHI GUPTA, J.

The plaintiff is in second appeal against the concurrent judgments and decrees of the learned Courts below whereby suit for recovery of Rs.62,500/- (Rs.50,000/- principal amount; and Rs.12,500/- interest @ 12% per annum), filed by the appellant, has been dismissed by both the Courts below.

2. It is inter alia submitted by learned counsel for the appellant that plaintiff was owner of Jeep. It is submitted that the plaintiff had worked with the defendant from 01.05.2007 to 30.09.2007 during which time, he had provided the services of the Jeep to the defendant. Prior to 01.05.2007, there was an Agreement between the parties that defendant will pay Rs.16,000/-



per month as rate of services. However, against an outstanding amount of Rs.80,000/-, the defendant had paid only Rs.30,000/-; and had illegally withheld amount of Rs.50,000/-. It is contended that there is no dispute that the vehicle of the appellant was hired by the defendant-Department at the rate of Rs.16,000/- per month with the condition that maximum usage/mileage for a month would not exceed 3000 kms. As such, respondent was bound to pay the recovery amount.

3. Ld. Counsel for the appellant further submits that a bare perusal of Exhibit P/1 i.e. Log Book for the relevant period makes it amply clear that the vehicle of the appellant was used for 2372 kms. for the month of May 2007, 2101 kms. for the month of June 2007, 2327 kms. for the month of July 2007, 2767 kms. for the month of August 2007 and 2557 kms. for the month of September 2007. In addition to this, the maintenance and services of the drivers were also borne by the appellant. Yet, he has been paid @ Rs. 6000/- per month for these 5 months. Hence the action of the respondent is not only contrary to continuing contract but totally unjustified. It is contended that State being a model employer cannot be permitted to act in such manner.

4. It is accordingly prayed that the impugned judgments and decrees of the learned Courts below be set aside.

5. Learned counsel for the respondent-State vehemently opposes the submissions made on behalf of the appellant and submits that the



impugned judgments and decrees suffer from no error; and the present appeal accordingly deserves to be dismissed.

6. No other argument is made on behalf of the parties.
7. I have heard learned counsel and perused the case file in detail.
8. Perusal of the file reveals that the learned Courts below have returned concurrent finding of fact that the plaintiff had failed to establish his entitlement to recover Rs.50,000/-. The defendants in their written statement as well as oral evidence of DW1 Surender Kumar had admitted that the Jeep of the plaintiff bearing registration No.HR-24E-9494 was being used by the defendant-Department. However, as per the evidence on record, prior to 01.05.2007, the defendant-Department had hired the Jeep @ Rs.16,000/- per month. However, after 03.03.2007, the rates were revised and fixed at a maximum of Rs.6,000/- per month only, as stipulated vide letter dated 31.10.2007 issued by the respondent-Department. Thus, for the period 01.05.2007 to 30.09.2007 of 5 months, the plaintiff was paid @ Rs.6,000/- per month i.e. an amount of Rs.30,000/-. The said amount had been accepted by the plaintiff without protest vide receipt (Ex.D5) thereby implying that the plaintiff had accepted the revised rate fixed by the Department.
9. Moreover, the plaintiff has himself admitted that the Agreement for payment @ Rs.16,000/- per month was valid only up to 31.03.2007. The plaintiff's claim that he was verbally assured by the



defendants that his vehicle was being hired at the same rate of Rs.16,000/- per month, is unsupported as no independent witness working with the Department has been examined by the plaintiff. The plaintiff has further admitted that the Agreement with the respondents was only up to 31.03.2007. Therefore, as on 01.05.2007 there existed no Agreement between the parties. Thus, as no written agreement existed between the parties after 31.03.2007, it is clear that the plaintiff had voluntarily continued to provide the Jeep to the Department; which was a calculated risk taken by the plaintiff. There was nothing to show continuation of the previous rate given by the defendants. The testimony of DW1 Surinder Kumar in his examination-in-chief (Ex.DW1/A) and in his cross-examination that plaintiff's vehicle was hired at the rate of Rs.16,000/- per month only up to 31.03.2007 and that no contract existed thereafter, remained unshaken.

10. Learned counsel for the appellant is unable to dispute or controvert the aforesaid facts and findings.

11. In view of the above, present appeal is **dismissed**.

12. Pending application(s) if any also stand(s) disposed of.

26.11.2025

Sunena

(Nidhi Gupta)
Judge

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