



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

**RSA-2617-2024(O&M)
Date of decision: 20.08.2025**

Alka Sabhlok and another

... Appellants

Versus

Balbir Dutt Trehan

... Respondent

CORAM: HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. D.S. Gandhi, Advocate,
for the appellants.

VIKRAM AGGARWAL, J. (ORAL)

This is defendants' regular second appeal challenging the judgment and decree dated 30.07.2024, passed by the Court of Additional District Judge, Panchkula, vide which the appeal filed by the appellants/defendants against the judgment and decree dated 04.10.2018, passed by the Court of Civil Judge (Sr. Divn.), Panchkula, whereby the suit filed by the respondent-plaintiff for mandatory injunction was decreed, was dismissed.

2. For the sake of convenience and clarity, parties shall be referred to as per their original status.

3. Plaintiff (Balbir Dutt Trehan) instituted a suit for mandatory injunction directing the defendants to render the accounts in respect of plying of trucks bearing registration Nos.PB-10CK-5551 and PB-10CX-0651; to sell out the truck bearing No.PB-10CX-0651; and to pay half of the sale proceeds to him. The plaintiff also sought permanent injunction

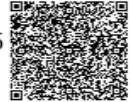


restraining the defendants from plying truck bearing registration No.PB-10CX-0651 till the accounts were settled.

3.1 The case set up was that the plaintiff had friendly relations with the defendants. Defendants approached the plaintiff and offered him 50% share in a truck that was to be purchased by the defendants in the name of defendant No.1 (Alka Sabhlok) for business purposes. It was further averred that the profits arising from the said business would be shared equally, and the operation and maintenance of the truck would be handled by defendant No.2 (Ravinder Kumar Sabhlok), who is husband of defendant No.1.

3.2 Plaintiff paid a sum of Rs.49,000/- by cheque and Rs.1,02,000/- in cash to the defendants and further arranged an amount of Rs.5,00,000/- by raising a loan from his banker i.e. Canara Bank, Sector-10, Panchkula. Accordingly, the plaintiff contributed a total sum of Rs.6,51,000/- towards his share for the purchase of truck. Subsequently, a truck was purchased and registered in the name of defendant No.1, bearing registration No.PB-10CK-5551. Defendant No.1, through defendant No.2, started depositing the plaintiff's share of profit into her account, equivalent to the loan installments that became due from time to time in the plaintiff's loan account.

3.3 Whenever the plaintiff demanded the remaining profit and account of the business, the defendants assured him that proper accounts were being maintained and would be rendered after the plaintiff's loan account was cleared. Relying on their assurance, the plaintiff did not press for the accounts at that time. However, the profit arising from the said business was not paid to the plaintiff regularly. Consequently, the loan



account became irregular and the plaintiff had to arrange funds from other sources to pay the loan installments and clear the arrears.

3.4 The truck bearing No.PB-10CK-5551 was stolen on 21.10.2009 from Delhi and an FIR was lodged. However, the said truck could not be traced, and an insurance claim of Rs.10,98,500/- was received by defendant no.1. Thereafter, a new truck bearing registration No.PB-10CX-0651 was purchased in the name of defendant No.1 from the said insurance amount. Whenever the plaintiff requested the defendants to render the accounts and settle the matter, the defendants kept delaying the matter on one pretext or the other. Ultimately, the plaintiff served a legal notice dated 27.11.2012 upon the defendants requesting them to render the accounts, sell the truck and pay 50% of the sale proceed to the plaintiff. However, despite receiving said notice, the defendants failed to consider the request of the plaintiff.

4. The suit was opposed by the defendants. In the written statement filed by defendant No.1 (Alka Sabhlok), certain preliminary objections as regards maintainability, the suit being bad for non-joinder of necessary parties, the plaintiff having concealed the true facts and not having approached with clean hands etc. were raised. On merits, the averments made in the plaint were denied. It was averred that plaintiff did not have any friendly relations with the defendants. However, it was admitted that plaintiff's son Rajnish Trehan was in partnership with defendant No.2. It was contended that plaintiff had no concern with the business of defendant No.2. The defendants denied having approached the plaintiff with any proposal for the purchase of a truck, 50% share, or sharing of profits. It was also denied that the plaintiff had made any investment or raised a loan for



the truck. It was averred that truck bearing registration No.PB-10CK-5551 was purchased in the name of defendant No.1 for a sum of Rs.11,43,000/- with the consent of defendant No.2 and plaintiff's son Rajnish Trehan. Sharing of profits and maintenance of accounts were denied. However, the incident involving the theft of the truck and receipt of Rs.10,98,000/- as compensation was admitted. It was stated that the compensation amount was paid to plaintiff's son Rajnish Trehan as per his share and that the accounts had been settled. It was further averred that the new truck bearing registration No.PB-10CX-0651 was purchased by defendant No.1 for Rs.10,00,000/-, and that the plaintiff had no share in the said truck.

5. Replication was filed by the plaintiff denying the averments made in the written statement and reiterating those made in the plaint.

6. From the pleadings of the parties, following issues were framed by the trial Court:-

“1. Whether the plaintiff is entitled to a decree for mandatory injunction directing the defendants to render the accounts in respect of the plying of the truck bearing No.PB10CK-5551 and PB10CS-0651 and directing to sell out the truck bearing no.PB10CS-0651 and to pay the half of the sale proceed to the plaintiff, as prayed for? OPP

2. If issue no.1 is proved, then whether the plaintiff is entitled to a decree of permanent injunction, as prayed for? OPP



3. Whether the suit is not maintainable in the present form? OPD

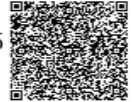
4. Whether the plaintiff has no cause of action to file and maintain the present suit? OPD

5. Relief.”

7. Parties led their respective evidence. The trial Court decreed the suit in favour of the plaintiff and the appeal preferred by the defendants against the said judgment and decree was dismissed by the first appellate Court, leading to the filing of the present second appeal by the defendants.

8. I have heard learned counsel for the appellants.

9. Learned counsel for the appellants submits that both Courts erred in decreeing the suit of the plaintiff. It has been contended that the trucks in question were registered in the name of defendant No.1 (Alka Sabhlok), and this fact was overlooked while passing the impugned judgments, which erroneously confirmed 50% ownership or profit-sharing rights in the trucks without any supporting documentary evidence. Learned counsel submits that all transactions and business dealings were exclusively between the plaintiff's son Rajnish Trehan and defendant No.2. However, the plaintiff's son was not impleaded as a party to the suit. It was contended that the plaintiff had no direct involvement in the business with the defendants and there existed no oral or written agreements in this regard. Moreover, a compromise deed dated 19.12.2012 was entered into between the plaintiff's son and defendant No.2 as regards the disputed trucks and business but this fact was ignored by both Courts. Learned counsel submits that the decree for mandatory and permanent injunction was granted in the



absence of any formal agreement and without establishing any legal right of the plaintiff.

10. I have considered the submissions made by learned counsel for the appellants.

11. The case of the plaintiff essentially was that the first truck, i.e., truck bearing registration No.PB-10CK-5551, had been purchased by defendant number No.1 after contribution having been made by the plaintiff. The defendants never gave any accounts of the same nor did they pay any profit being earned from the said truck. It was further the case of the plaintiff that after the truck was stolen, an insurance claim was received by defendant No.1, and the second truck bearing registration No.PB-10CX-0651 was purchased from the amount received from the insurance company as compensation on account of the theft of the truck. To prove that the first truck had been purchased with the contribution having been made from the plaintiff, apart from the oral evidence, the plaintiff produced documentary evidence, including:

- Ex. P1 – debit slip,
- Ex. P2 – voucher for a demand draft of ₹5,00,000/-,
- Ex. P3 – statement of account of BD Trehan,
- Ex. P4 – another statement of account, and
- Ex. P6 – copy of demand draft.

11.1 Both Courts, therefore, rightly found that it had been proved that the plaintiff had contributed to the purchase of the first truck bearing registration No.PB-10CK-5551.



11.2 The defendants had also admitted both the theft of the first truck and the purchase of the second truck bearing registration No.PB-10CX-0651. The only stand, which was taken by the defendants, was that the matter had been settled between the parties vide compromise dated 19.12.2012 (Ex.R2). However, they were unable to prove that the said compromise had any bearing on the rights of the plaintiff. No doubt, Rajnish Trehan was not impleaded as a party. However, as rightly observed by the first appellate Court, the defendants could have moved an application for impleading Rajnish Trehan. Even if such an application had not been filed, Rajnish Trehan could have been examined as a witness but even the same was not done. Further, no evidence was brought on record to establish that Rajnish Trehan was having 50% share in the truck bearing registration No.PB-10CK-5551. The Courts rightly relied upon the statement (Ex.P10) made by defendant No.2 in the complaint proceedings that the plaintiff had paid a sum of Rs.5,00,000/- by way of a demand draft in favour of defendant No.1 and also that the insurance claim of Rs.10,98,500 had been received on account of theft of the truck and that truck bearing No.PB-10CX-0651 was purchased in the name of defendant No.1. The defendants were not able to prove that all accounts between the parties had been settled and that, under the circumstances, the suit of the plaintiff did not have merit.

12. I have gone through the judgments under challenge in detail. Though, at certain places, some facts are slightly mixed up and registration numbers of the trucks have erroneously been given, in essence, there appears to be no illegality in the same. In fact, concurrent findings of facts have been



recorded by both Courts, and in second appeal, I do not find any reason to interfere in the same.

13. That being so, the appeal is found to be devoid of merit and is accordingly dismissed *in limine*.

14. Pending application(s), if any, shall also stand disposed of.

(Vikram Aggarwal)
Judge

August 20, 2025
Rajan

Whether speaking / reasoned:	Yes/No
Whether Reportable:	Yes/No