



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

SECOND APPEAL NO.142 OF 2024

APPELLANT

Ori. Plaintiff
On R.A.

:-

Jeewak Welfare Society, Nagpur Through
its President Dr. Milind Pandharinath
Jiwane, age 63 years, occu:- business, r/o
Nava Nakasha, Opposite Swastik School,
Lashkaribag, Nagpur.

..VERSUS..

RESPONDENTS

Ori. Defendants
On R.A.

:-

- 1) The Chief Officer, Municipal Council,
Tumsar, Tq. Tumsar, Dist. Bhandara.
- 2) The District Collector, Collector Office,
Bhandara, Dist. Bhandara.

Mr. C.F. Bhagwani, Advocate for Appellant.

CORAM : ROHIT W. JOSHI, J.

DATE : 02/02/2026

ORAL JUDGMENT :

1. The present appeal is preferred by the plaintiff in Special Civil Suit No.56 of 2014. The said suit was filed for recovery of money payable as per contract dated 01.06.2006 awarded by the defendant to the plaintiff. The learned Civil Judge Senior Division, Bhandara, partly decreed the suit by granting a decree for recovery

of amount of Rs.4,65,798/- along with interest at the rate of 6% per annum, instead of the suit claim of Rs.8,55,792/-. Aggrieved by the said decree, the plaintiff preferred an appeal, being Regular Civil Appeal No.16 of 2023. The said appeal is partly allowed vide judgment and decree dated 14.12.2023 passed by the learned District Judge-2, Bhandara. The learned First Appellate Court has enhanced the amount to Rs.5,53,970/- as against Rs.4,65,798/-. The original plaintiff has preferred the Second Appeal aggrieved by the aforesaid decrees to the extent to which decree for balance amount claimed by it is not granted.

2. The facts of the case lie in a very narrow compass. The award of contract to the plaintiff is not in dispute. The defendant had categorically admitted that entire amount payable was not paid to the plaintiff and a sum of Rs.3,83,558/- was indeed outstanding. However, the defendants disputed the claim of the plaintiff that amount of Rs.8,55,792/- was outstanding.

3. The dispute between the parties pertains to four vouchers under which payments are stated to be made to the plaintiff in cash. Signatures on three vouchers by one Mr. Shuddhodhan, who was engaged as supervisor of plaintiff-society is not in dispute. The said witness has categorically admitted his signatures on the said

vouchers. However, out of the four vouchers, only three vouchers are signed by him.

4. Mr. Bhagwani, learned Advocate argues that Mr. Shuddhodhan was not authorized to receive payment on behalf of plaintiff, since the payments against the vouchers in question are made after the contract was over. Apart from this, he contends that the agreement itself provides that payment of amount over and above Rs.5,000/- will be made only through cheques and not in cash.

5. As regards the first contention regarding authority of Mr. Shuddhodhan, the fact that he was engaged as supervisor is not in dispute. It is also not in dispute that he was authorized to receive payments on behalf of plaintiff. The payments made to Shuddhodhan are corroborated by account entries produced on record by the defendant No.1. Merely because the tenure of agreement had come to an end would not mean that Mr. Shuddhodhan was denuded of authority to receive payments under the agreement. The learned First Appellate Court has properly dealt with this aspect of the matter. The learned First Appellate Court has also allowed the appeal partly holding that payment of Rs.82,240/- is not proved since voucher for the same does not bear signature of

plaintiff's representative.

6. As regards the contractual condition with respect to payment of amount of Rs. 5,000/- and above through cheque and not in cash, the said condition appears to be waived by both parties. The fact that payment is made and received in cash is duly established from the evidence on record.

7. No substantial question of law arises for consideration. Second Appeal is therefore **dismissed** with no order as to costs.

(ROHIT W. JOSHI, J.)

C.L. Dhakate