

2026:PHHC:075863



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

RSA-1494-2023 (O&M)
Date of Decision: 12.05.2026

Bhim Singh Kaushal

...Appellant

Versus

Ramesh Kumar and Another

...Respondents

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Ms. Palak Arora, Advocate for
Mr. S.K. Verma, Advocate, for the appellant.

VIKRAM AGGARWAL, J (Oral)

This is plaintiff's appeal against the judgment and decree dated 05.12.2019, passed by the Court of District Judge, Jind, dismissing the appeal against the judgment and decree dated 21.09.2016 passed by the Court of Civil Judge (Junior Division), Jind, vide which the suit filed by the plaintiff was dismissed.

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

3. The plaintiff filed a suit for declaration to the effect that he was entitled to the counsel's fee as per terms and conditions of *Vakalatnama* (Power of Attorney) from the defendants and for mandatory injunction directing the

defendants to pay the same along with interest @ 18% from 16.12.2010 till payment.

3.1 It was claimed that the plaintiff was a practising Advocate at District Courts, Jind and the defendants had engaged him as their counsel to file 18 complaints under Section 138 of The Negotiable Instruments Act, 1881 against one Jagroop Singh, Chief Managing Director, Bronze Real Estate Pvt. Ltd., Jind. The defendants agreed to pay Rs.22,000/- per cheque/per case against the professional fee of the plaintiff. It was further the case of the plaintiff that out of the said 18 cases, 12 were decided on merits and 6 were withdrawn due to compromise between the parties. However, the defendants had not paid any fee amount to the plaintiff on the ground that the matter had been compromised. Though the plaintiff had issued a demand notice, yet the needful was not done by the defendants. Thus, it was claimed by the plaintiff that he was entitled to recover total fee of Rs.3,96,000/- (18 X 22,000/-) with interest @ 18% per annum.

4. The defendants contested the suit by filing their joint written statement, taking certain primary preliminary objections regarding maintainability and cause of action, besides taking a plea of fraud/forgery.

4.1 On merits, the factum of engagement of the plaintiff as a counsel in the aforesaid 18 criminal complaints, was admitted. However, it was denied that his fee was fixed at Rs.22,000/- per cheque/complaint. It was rather pleaded that it was agreed that the plaintiff would be paid Rs.1500/- per

cheque/complaint plus expenses. The defendants paid a total amount of Rs.64,000/- to the plaintiff on different dates. It was further claimed that the plaintiff had grabbed more money than agreed between the parties and that he had obtained signatures of the defendants on blank papers and *Vakalatnamas* so as to forge the documents by making entry of Rs.22,000/- in two *Vakalatnamas*. It was further asserted by the defendants that they had submitted complaints in that regard to the Superintendent of Police, Jind and Bar Council of Punjab and Haryana, Chandigarh, besides filing a criminal complaint, which was pending in the Court of Chief Judicial Magistrate, Jind.

4.2 It was also asserted by the defendants that they had changed their counsel in the aforesaid cases and it was because of his efforts that the appeals were withdrawn on account of compromise.

4.3 The defendants had also filed a counter claim, asserting that they were entitled to recover the excess amount charged by the plaintiff and further claimed that the defendants had paid a total amount of Rs.84,000/- to the plaintiff.

5. From the pleadings of the parties, the following issues were framed:-

1. **Whether the plaintiff is entitled for counsel fee as per terms and conditions of power of attorney, on the grounds as alleged?OPP**
2. **Whether the plaintiff is entitled for mandatory injunction, if so, to what effect?OPP.**
3. **Whether the suit of the plaintiff is not maintainable in the present form?OPD.**
4. **Whether the plaintiff has no cause of action**

and locus standi to file the present suit?OPD**5. Relief.**

6. Parties led their respective evidence.

7. The trial Court, vide judgment and decree dated 21.09.2016, dismissed the suit filed by the plaintiff. The counter claim filed by the defendants was also dismissed. The appeal filed by the plaintiff against the said decision was also dismissed by the first Appellate Court vide judgment and decree dated 05.12.2019. Aggrieved by the same, the appellant-plaintiff has preferred the instant appeal.

8. I have heard learned counsel for the appellant.

9. Learned counsel appearing for the appellant argues that both Courts erroneously held that the suit filed by the plaintiff was not maintainable. It is further argued that once the defendants did not dispute the factum of engagement of the plaintiff as a counsel in the complaints under Section 138 of the Negotiable Instruments Act, 1881, there was no occasion for both Courts to record the aforesaid finding. It is further argued that the plaintiff had duly proved on record the *Vakalatnamas* indicating the fee of Rs.22,000/- per case and no evidence was led by the defendants to disprove the same. In view of the said evidence on record, it is argued that the plaintiff had been non-suited by both Courts on legally untenable grounds.

9.1 Still further, it is argued that once the engagement of the plaintiff as a counsel by the defendants was not disputed and further their counter claim was found to be not maintainable, the only conclusion that ought to have been

drawn by both Courts, was to decree the suit filed by the plaintiff. Learned counsel argues that the findings recorded by both Courts are perverse and same are liable to be set aside by this Court.

10. I have considered the submissions made by learned counsel for the appellant, but find the same to be devoid of merit.

11. Both Courts recorded a finding that the plaintiff had filed a suit for declaration in respect of the alleged legal fee, whereas he ought to have filed a suit for recovery. It was further held that once the plaintiff had alleged a breach of contract, the only remedy was to seek recovery of his fee. Thus, the suit filed by the plaintiff was found to be not maintainable.

12. Still further, a categorical finding was recorded by both Courts that only in two *Vakalatnamas*, the fee was indicated as Rs.22,000/- and in the remaining *Vakalatnamas*, there was no mention of any fee. Since the plaintiff had led no evidence, such as certificate of counsel's fee or any agreement in this regard, the aforesaid solitary evidence, was not found to be cogent and convincing. The Appellate Court also noticed that as per Ex.D-1 (photocopy of a Diary), the requisite payment was made to the plaintiff date-wise. The plaintiff could not lead any evidence to contradict the said document.

13. The concurrent findings of facts recorded by both Courts cannot be said to be suffering from any patent illegality warranting interference by this Court in the instant Regular

Second Appeal. It could not be pointed out that any evidence has been misread or not taken into consideration.

14. For the reasons aforementioned, I do not find any merit in the present appeal and the same is, accordingly, dismissed.

15. Pending application(s), if any, also stands disposed of.

(VIKRAM AGGARWAL)
JUDGE

12.05.2026
ds

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