

2026:PHHC:009210



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

RSA-4110-2019 (O&M)
Date of decision: 19.01.2026

Suresh Kumar

....Appellant

Versus

CHD City and others

....Respondents

CORAM: HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Rohit, Advocate, for
Mr. Ramnish Puri, Advocate, for the appellant.

VIKRAM AGGARWAL, J.

This is plaintiff's appeal against the judgment and decree dated 09.05.2019 passed by the Court of Additional District Judge, Karnal, dismissing the appeal against the judgment and decree dated 23.12.2015 passed by the Court of Civil Judge (Junior Division), Karnal, vide which the suit of the plaintiff for recovery of Rs.1,30,700/- along with interest as well as the counter claim, filed by defendant Nos. 2 and 3, 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 recovery of Rs.1,30,700/- along with interest. It was averred that a contract agreement was executed between the plaintiff and defendant No.1 on 20.06.2014 for construction of a building/Flat at CHD City, Karnal. Pursuant thereto, the plaintiff started his work by

arranging labour and had almost completed 35% work under the instructions of the defendants. It was claimed that a sum of Rs.1,62,900/- was outstanding against defendant No.2, but only an amount of Rs.32,200/- was paid and the remaining amount was assured to be paid. However, later on, defendant No.2 flatly refused to pay the aforesaid amount and rather, issued life threats to the plaintiff. Legal notice dated 12.09.2014 sent by the plaintiff did not evoke any response.

4. The suit was contested by defendants No. 2 and 3 by filing a joint written statement, taking preliminary objections regarding maintainability; the plaintiff having suppressed material facts; cause of action, jurisdiction, estoppel etc. On merits, the factum of execution of a contract agreement regarding construction work of a building/Flat at CHD City was admitted. However, it was asserted that the plaintiff was bound to submit the bill against the work done, which was to be verified by the defendants and only then, the payment was to be made, as per the terms and conditions of the contract. It was further the case of defendants that the plaintiff had left the work midway and on account of the same, the defendants were entitled to damages/special damages.

5. Defendants No. 2 and 3 also filed a counter claim averring therein that the plaintiff had executed minor work as mentioned in the bill dated 20.07.2014 for a sum of Rs.41,691.90/-. It was further asserted that the plaintiff had done the part work of Rs.39,432.20/-. The factum of 35% work having been completed by the plaintiff was denied. It was

further claimed that the plaintiff did not make payment to his labour and rather, defendant Nos. 2 and 3 had made payment to various persons, as detailed in the counter claim. It was further pleaded that as against the work of Rs.41,691/-, the plaintiff had received an amount of Rs.58,793/- i.e. an excess amount of Rs.17,102/- and defendant Nos. 2 and 3 were entitled to recover a total sum of Rs.67,102/- (i.e. liquidated damages of Rs.50,000/- plus excess payment of Rs.17,102/-).

6. Reply to the counter claim was filed denying the averments made therein, while those made in the plaint, were reiterated.

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

1. Whether the plaintiff is entitled to a decree for recovery of Rs.1,30,700/- alongwith interest as prayed for? OPP

1-A. Whether the counter claimant-defendant Nos. 2 and 3 are entitled to a decree for liquidated damages/recovery of Rs.25967.50/- alongwith interest @ 18% p.a., as prayed for? OPD Nos. 2 and 3.

2. Whether the plaintiff has no locus-standi and cause of action to file and maintain the present suit?OPD

3. Whether the suit of the plaintiff is not maintainable?OPD

4. Whether the plaintiff has suppressed the true and material facts from the Court?OPD

5. Whether the suit of the plaintiff is not properly valued for the purposes of court fees? OPD

6. Relief.

8. Parties led their respective evidence.

9. The trial Court, vide judgment and decree dated 23.12.2015, dismissed the suit as well as the counter claim. The appeal preferred by the plaintiff against the said decision was also dismissed by the Court of Additional District Judge, Karnal, vide judgment and decree dated 09.05.2019, leading to the filing of the instant appeal.

10. I have heard learned counsel for the appellant.

11. Learned counsel for the appellant submits that the findings recorded by both Courts are contrary to the evidence on record. It is further argued that once the execution of contract agreement dated 20.06.2014 was admitted by the defendants and so was the factum of the work executed by the plaintiff, there was no occasion for both Courts to dismiss the suit filed by the plaintiff. It is also argued that the factum of the defendants having made part payment of wages to the labour engaged by the plaintiff would clearly prove that the said labour had been engaged in the construction work executed by the plaintiff.

12. Learned counsel further argues that no evidence was led by the defendants to disprove that the plaintiff had not completed 35% of the work. Still further, it is argued that the defendants had not denied their liability to make the payment against the work executed by the plaintiff. Learned counsel further argues that once the Courts did not find any substance in the counter claim filed by the defendants, the suit filed by the plaintiff ought to have been decreed. It is also argued that in

view of the admission on the part of the defendants as regards the completion of work, there was no requirement to place on record any document in that regard and both Courts wrongly discarded the said vital fact, while passing the impugned judgments and decrees.

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

14. Both Courts, while dismissing the suit, found that the plaintiff had failed to produce on record any substantial documents or actual position of the work completed at the site on record and that the witnesses examined by the plaintiff had simply stated that 35% of the allotted work was completed by him. It was further found that while appearing as PW-1, the plaintiff deposed that he did not have any document to prove that he had completed 35% of the total work at the site, as had been claimed by him. It was further deposed by him that no measurement of the work completed, was done as per the contract agreement and that he had not completed the construction work of 8 flats on the work site. It was found that on the other hand, the defendants had produced on record the documents pertaining to the work progress on the site and the payments made to the plaintiff.

15. As regards the counter claim, it was found that the defendants did not produce on record copy of the contract agreement entered between the parties so as to prove itemized work vis-à-vis the delay in execution of the same by the plaintiff and in the absence thereof, the Courts could not reach the

conclusion as to how the work was required to be completed within the stipulated time. It was further found that the defendants had not issued any notice to the plaintiff as regards the delay in execution of the work and in the absence thereof, the defendants were not entitled to claim any liquidated damages from the plaintiff.

16. Both Courts recorded concurrent findings of facts on the basis of evidence on record. Such findings cannot be said to be suffering from any patent illegality or infirmity, which may warrant interference by this Court in the present Regular Second Appeal.

17. In view of the above, finding no merit in the present appeal, the same is hereby dismissed.

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

(VIKRAM AGGARWAL)
JUDGE

19.01.2026

ds

Whether speaking/reasoned:

Yes/No

Whether reportable:

Yes/No