

2026:PHHC:060671



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

RSA-2058-2023 (O&M)
Date of Decision: 22.04.2026

M/S HARSH AGRO CO-OWNERSHIP

....Appellant

Versus

PUNJAB STATE GRAINS PROCUREMENT CORPORATION
AND OTHERS

...Respondents

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Parvez Chugh, Advocate
for appellant.

Mr. Briz Mohan, Advocate
for respondent No.3.

PARMOD GOYAL, J. (ORAL)

CM-7025-C-2023

The present application has been filed for condonation of delay
of 47 days in re-filing the appeal.

In view of the averments made in the application, the same is
allowed.

Application stands disposed of

Main Case

Present regular second appeal has been preferred by
appellant/plaintiff being aggrieved by impugned judgment and decree dated
21.11.2019, passed by learned Civil Judge (Senior Division) Tarn Taran

whereby suit of appellant/plaintiff was dismissed and also by judgment and decree dated 31.05.2022, whereby first appeal preferred by appellant/plaintiff was dismissed.

2. In the present case dispute between the parties is not dependent on multiple facts. The dispute between the parties is well documented by learned Court of first instance in para No.14 of the impugned judgment. Para No.14 is duly reproduced for ready reference for understanding the dispute as well as to find out whether grievance of appellant/plaintiff in the present case is justified or present appeal is liable to be dismissed.

“14. Perusal of the file shows that the plaintiff is claiming the rent from 05.05.2013, whereas the agreement came into force from 26.05.2013. Due to deviations, the storage capacity of the godown was reduced from 20000 MT to 19760 MT. After that the agreement of the reduced capacity was executed between the parties on 26.05.2013 rent after the commencement of the agreement is not disputed in the present case. The dispute is regarding less payment of rent for the period from 05.05.2013 to 25.05.2013 when the possession of the defendants over the godowns of the plaintiff is admitted from 05.05.2013. Here it is pertinent to mention that the capacity of the godowns was reduced prior to 05.05.2013. The plaintiff was very well aware that the capacity of the godowns has been reduced from 20000 MT to 19760 MT. No doubt, the agreement was executed subsequently, but, the plaintiff always knew that he shall be getting rent only for the capacity of which his godown has been approved i.e. 19760 MT itself. The defendant has already paid the rent as per the capacity of the godown for the period from 05.05.2013 till 25.05.2013. The defendant cannot claim rent as per capacity mentioned in the tender. He can only claim rent as per the capacity provided by him to the defendants. Perusal of the cross-examination of the witness of the plaintiff itself shows that the rent for this period as per the reduced capacity has already been accepted by the plaintiff without any kind of protest in any manner. Even otherwise, the plaintiff has for the reasons best known to him

not pleaded in the plaint that the rent for the period from 05.05.2013 to 25.05.2013 has already paid at the rate of 4.12 paise per quintal per month for 19760 MT. The plaintiff is not entitled to the difference of the rent claimed as 20000 MT capacity was never provided to the defendants. The defendants have already reduced the capacity from 20000 MT to 19760 MT and since as per the capacity used by them, they have already paid the rent for the period from 05.05.2013 to 25.05.2013 for the capacity of 19760 MT, which was used by them, therefore, they are under no liability. There is no document to show that the plaintiff was entitled for the rent of 20000 MT while only providing 19760 MT of space. In such like circumstances, there is no merit in the plea raised by the plaintiff and accordingly both these issues are decided against the plaintiff and in favour of the defendants.”

3. From the perusal of impugned judgments as well as plaint, it is clearly made out that initially a tender was issued for renting out godown constructed by appellant/plaintiff having capacity of 20,000 MT. Appellant/plaintiff was one of the successful tenderer and the godown was taken on rent @4.12 paisa per quintal per month. Appellant/plaintiff before taking possession at the time of measurement found that godown rented out by appellant/plaintiff was not having capacity of 20,000 MT but was having capacity of 19,760 MT and accordingly, the godown was taken in possession by respondents/defendants on 05.05.2013. It is also not in dispute that after taking possession of the premises, respondents/defendants again got the godown measured and it was again found to be of 19,760 MT capacity. Accordingly, both the parties knowing and admitting capacity of godown as 19,760 MT entered into a lease agreement. These facts are not in dispute and are also admitted by appellant/plaintiff in his plaint itself. It is also not in dispute that initially rent was paid calculated on the basis of capacity of

godown to be 19,760 MT with effect from 26.05.2013. On representation of appellant/plaintiff when it was found that possession had already been taken on 05.03.2013, respondents/defendants again paid arrears of rent from 05.05.2013 to 26.05.2023 @19,760 MT. The only dispute being raised by appellant/plaintiff in the present case is that appellant/plaintiff is claiming to be paid rent for 20,000 MT capacity from 05.05.2013 to 26.05.2013 i.e. date of possession till date of execution of agreement between the parties to the extent of unpaid capacity which was tendered and for remaining period @ 20,000 MT instead of 19,760 MT.

4. Admittedly, the actual agreement between the parties pertains to 19,760 MT which clearly shows that appellant/plaintiff admits that the actual capacity of godown was 19,760 MT and not 20,000 MT. Even security of Rs.9,88,000/- at the rate of Rs.50 MT was deposited for 19,760 MT. It is also admitted that appellant/plaintiff has already been paid rent from date of possession i.e. 05.05.2013 @19,760 MT and the only claim left for which present litigation is going on is with regard to rent qua 240 MT which appellant/plaintiff claims that he is entitled to the same as tender was for 20,000 MT and as per tender conditions minor deviations were liable to be rejected. However, I do not find any merit in the contentions raised on behalf of learned counsel for appellant/plaintiff.

5. Learned Courts below have rightly appreciated evidence led by parties. Admittedly, the capacity of godown let out by appellant/plaintiff was 19,760 MT which appellant/plaintiff admits by entering into the agreement dated 26.05.2013 for 19,760 MT capacity and by depositing security only for 19,760 MT. Rent is payable on the basis of actual capacity. Admittedly, rent has been duly paid by respondents/defendants on the basis of actual

capacity of godown.

6. Faced with above, learned counsel for appellant/plaintiff has referred to evidence of DW2-Jasjit Kaur, District Controller, Food Civil Supplies and Consumer Affairs and letter Ex.DX. Mere oral statement that respondents/defendants were actually storing more than the capacity of godown cannot be accepted when appellant/plaintiff itself has admitted that capacity of godown was 19,760 MT and appellant/plaintiff had entered into agreement for 19,760 MT. There was no reason for appellant/plaintiff to agree to enter into agreement dated 26.05.2013 if the capacity was more than 20,000/- as stated by DW2. In fact, appellant/plaintiff itself admitted and entered into agreement with regard to 19,760 MT capacity and it was bound and estopped from claiming that capacity of godown was more than 20,000 MT or that it was used for storing more. Payment was payable on the basis of capacity and not usage. Evidence of DW-2 and Ex.DX therefore, are of no help to the case of appellant/plaintiff. Accordingly, there is no merit in the present appeal, hence is dismissed.

7. Pending application(s), if any, is/are disposed of accordingly.

22.04.2026
chiranjeev

(PARMOD GOYAL)
JUDGE

Whether Speaking/Reasoned	:	Yes/No
Whether Reportable	:	Yes/No