

2025:PHHC:032248



RSA-3671-2023 (O&amp;M)

[126] IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

RSA-3671-2023 (O&M)  
Date of Decision : 06.03.2025

M/s Rajesh Kumar ...Appellant

**Versus**

M/s Surindra Builders and another ....Respondents

Coram : **HON'BLE MR. JUSTICE PANKAJ JAIN**

Present: Mr. Ashish Aggarwal, Senior Advocate with  
Mr. Manvender Dalal, Mr. Vishal Pundir,  
Mr. Saket Bhandari & Mr. Akshat Kalia, Advocates  
for the appellant.

Mr. Ranjan Lakhanpal, Advocate with  
Ms. Kanishk Lakhanpal, Advocate  
for respondent No.1.

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**PANKAJ JAIN, J. (ORAL)**

[1] The instant appeal is directed against judgment and decree passed by the Additional District Judge, Mohali, whereby the suit filed by the plaintiff seeking recovery of Rs.36,52,624/- apart from the interest stands dismissed.

[2] For convenience, parties hereinafter are referred to by their original position before the Court of the first instance i.e. the appellant as plaintiff and the respondents as defendants.

[3] Plaintiff filed a suit for recovery on the basis of a construction agreement, whereby he was assigned construction work initially @ Rs.135/- per sq. ft., which was later on by way of supplementary agreement raised to Rs.140/- per sq. ft. However, the relationship between the parties struck turbulence during the currency of the agreement.



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[4] Plaintiff approached the police. Before the police, both the parties agreed that a private Engineer be appointed. The decision taken by the independent Engineer would be acceptable to both the parties. Both of them would be bound by the assessment made by the Engineer.

[5] Sub Divisional Engineer, Construction Sub Division No.1, PWD (B&R), Rupnagar was assigned job as an independent evaluator. He prepared a report, which has been placed on record as Annexure A-6. As per the same, it was found that plaintiff has undertaken construction to the extent of 4044.21 sq. ft. and is entitled for an amount of Rs.36,90,762/-. On the basis of the said report, plaintiff filed instant suit. The same was decreed by the Court of the first instance.

[6] In appeal preferred by the defendants, learned Lower Appellate Court reversed the findings recorded by the learned Trial Court, holding that apart from the merits, the suit filed by the plaintiff was not within the limitation. The Lower Appellate Court thus, dismissed the suit filed by the plaintiff in *toto*.

[7] Counsel for the appellant has drawn attention of this Court to the specific averment made in the written statement by the defendants wherein they disputed calculation of 4044 sq. ft. made by the independent Engineer but at the same time admitted that the work done by the plaintiff was to the extent of 3900 sq. ft. and not 4044 sq. ft.

[8] Mr. Lakhanpal, counsel for respondent No.1 on instructions from the defendant(s), who is present in person in Court, submits that the defendant(s) is ready to pay plaintiff on the agreed rate for Rs.140/- per sq.ft. as per the admission made in the written statement *qua* 3900 sq. ft.

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[9] The aforesaid offer has been accepted by learned Senior Counsel representing the plaintiff.

[10] In view thereof, the plaintiff is held entitled to the amount @ Rs.140/- per sq. ft. for 3900 sq. ft. Apart from that, the plaintiff shall also be entitled for an interest @ 9% per annum from the date of filing of the suit i.e. 18.12.2013. The aforesaid order has been passed with the consent of the counsels representing the parties. Decree be drawn accordingly.

[11] **Disposed off.**

[12] All pending miscellaneous application(s), if any, stands *disposed off.*

**(PANKAJ JAIN)**  
**JUDGE**

06.03.2025  
'R. Sharma'

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