



103-215

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

**CM-6530-C-2025 in/and
RSA No.1362 of 2012 (O&M)
Date of Decision: May 26, 2025**

M/s Rana Chillers (P) Limited and others Appellants

Vs.

National Horticulture Board and others . . . RESPONDENTS

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Present:- Mr. Mayank Mathur, Advocate for the appellant.

Mr. Vishwajit Bedi, Advocate for respondent No.1.

DEEPAK GUPTA, J.

CM-6530-C-2025

This is an application moved by the appellant to place on record the copy of calculation Annexure A-2/3.

Allowed.

Annexure A-2/3 is taken on record.

RSA-1362-2012 (O&M)

Learned counsel for respondent No.1 has also placed on record the calculation dated 19.05.2025, which is also taken on record.

2. Civil suit filed by plaintiff - National Horticulture Board (respondent herein) against defendant - M/s Rana Chillers (P) Limited and others was decreed by the trial Court on 29.04.2008. A decree for recovery of ₹52,96,692/- with interest @ 18% per annum from the date of filing of the suit till the date of decree and on the same rate, till realization of the decretal amount, was passed. Vide judgment dated 06.12.2011, learned Addl. District

Judge dismissed the appeal as filed by defendant Nos.1 to 4, though the appeal of defendant No.5 - Indian Overseas Bank was allowed and suit qua said defendant No.5 was dismissed.

3. Against the aforesaid concurrent findings, present appeal was filed by three of the contesting defendants.

4. The only contention raised before this Court was regarding the payment of interest. The contention as raised by learned counsel was reflected by this Court in the order dated 22.04.2025, which reads as under:-

"Learned counsel for the parties have been heard at considerable length. As per contention raised by learned counsel, though there is a Clause regarding payment of service charge @ 4% per annum on the unpaid installments, but there is no Clause regarding payment of interest and therefore, the Courts below have committed error in granting interest @ 18% per annum on the decretal amount.

Although, at one stage learned counsel for respondent No.1 did not dispute the said fact that there is no Clause regarding payment of interest in the agreement and so in these circumstances the interest is liable to be paid as per the provisions of Section 34 CPC.

This Court feels that the payment of interest @ 12% per annum on the principal sum adjudged, i.e. principal amount + interest which was due prior to filing of the suit, shall be payable @ 12% per annum from the date of institution of the suit till the date of decree and thereafter, the interest is to be paid @ 6% per annum.

However, learned counsel for respondent No.1 seeks short adjournment, so as to clarify about the Clauses of the agreement and in case, there is no such Clause regarding payment of interest, then he will file his calculation accordingly, as per above order.

Adjourned to 26.05.2025.

To be taken up after urgent list."

5. Pursuant to the aforesaid order, learned counsel for respondent No.1 has placed on record the calculation dated 19.05.2025, as per which an amount of ₹92,94,050/- is made out as payable by the appellant-defendant. The said calculations have been arrived at by keeping in view the order dated 22.04.2025 and by calculating the interest accordingly.

6. On the other hand, learned counsel for the appellant has placed on record the calculations (Annexure A-2/3) as per which, an amount of ₹92,56,810/- is payable. Thus the difference is hardly of approximately ₹38,000/-.

7. After arguing for some time, learned counsel for the appellant has agreed to pay the amount of ₹92,94,050/- as per calculations of the respondent-plaintiff.

8. In view of the aforesaid facts and circumstances, present appeal stands disposed of by holding that appellant-defendant shall be liable to pay the total amount of ₹92,94,050/- with interest calculated up to 15.05.2025. Further interest shall be calculated as per order dated 22.04.2025 of this Court, as reproduced above.

Disposed of.

May 26, 2025

Sarita

(DEEPAK GUPTA)

JUDGE

Whether speaking/reasoned?

Yes/No

Whether reportable?

Yes/No