



RSA-2767-2025 (O&M)

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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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RSA-2767-2025 (O&M)

Date of Decision:27.08.2025

Municipal Committee Jhajjar

... Appellant

Versus

Gordhan Dass and others

... Respondents

CORAM : HON'BLE MR. JUSTICE AMARINDER SINGH GREWAL

Present: Mr. Ashish Yadav, Advocate
for the appellant.

AMARINDER SINGH GREWAL, J. (ORAL)

1. The defendant No.1 is the appellant before this Court challenging the judgment and decree dated 18.05.2023 passed by the learned trial Court decreeing the suit for recovery filed by the plaintiff-respondent No.1 and the judgment dated 26.05.2025 passed by the learned 1st Appellate Court vide which the appeal preferred by them against the aforesaid judgment and decree passed by the learned trial Court, has been dismissed.

2. Succinctly, the facts of the case are that the plaintiff-respondent No.1, an electric contractor with MC Jhajjar, was engaged by the appellant-defendant No.1 to execute electrical work at the District Sports Parishad, Nehru Stadium, Jhajjar, which he completed in June 2015 at a cost of Rs.2,58,491/-. The bill raised by the plaintiff-respondent No.1 was duly verified by the Additional Sub-Division Engineer (Electrical), Panchayati Raj, Rohtak, but the payment was withheld despite repeated requests. On 31.08.2016, the Deputy Commissioner, Jhajjar, constituted a four-member committee on the plaintiff-respondent No.1's representation, which found that he is entitled to the said amount and directed that



appellant–defendant No.1 make the payment. In pursuance, appellant–defendant No.1 sought funds from defendant No.2, but the latter failed to do the needful without any justification. Consequently, the defendants remained jointly and severally liable to pay the sum of Rs.2,58,491/-, which along with accrued interest @ 12% per annum from July 2015 amounted to Rs.3,25,697/- at the time of filing the suit. Despite service of legal notice dated 14.07.2017, no payment was made, leading to institution of the present suit.

3. Upon notice of the suit, appellant–defendant No.1 appeared and filed written statement taking objection that it had never asked the plaintiff–respondent No.1 to undertake the electrical work of District Sports Parishad at Nehru Stadium, Jhajjar. It was pleaded that the said premises do not belong to appellant–defendant No.1, and therefore, there was no occasion for it to engage the plaintiff–respondent No.1 for such work. It was further averred that the appellant–defendant No.1 has no concern whatsoever with the work allegedly carried out by the plaintiff–respondent No.1 at the said venue, and that the plaintiff–respondent No.1 neither submitted any bill nor made any representation before its office for release of the claimed amount of Rs.2,58,491/-, as the bill in question did not pertain to it. All other averments of the plaint were specifically denied and dismissal of the suit was prayed for.

4. On the basis of pleadings, learned trial Court had framed as many as two issues including relief. On appreciation of oral as well as documentary evidence produced before it, the learned trial Court decreed the suit of the plaintiff–respondent No.1 and the appeal preferred by the defendants was also dismissed by the learned 1st Appellate Court. Hence, the regular second appeal.



5. Learned counsel for the appellant, *inter alia*, contends that the plaintiff-respondent No.1's own witnesses, namely PW-2, Light Inspector, and PW-3, Sh. Devender Verma, Storekeeper, District Sports Office, Jhajjar, have categorically admitted in their depositions that no work was executed by plaintiff-respondent No.1 for the appellant and that the appellant had no liability towards him. Further, both the learned Courts below committed error in placing heavy reliance upon Exhibit P-4, the letter dated 30.01.2017 allegedly issued by the then Secretary, Municipal Council, Jhajjar, which, even if taken to be correct, does not indicate that the plaintiff-respondent No.1 had undertaken the work on the instructions of or for the benefit of the appellant-defendant No.1. It is further urged that the finding recorded by the learned Courts below, to the effect that the appellant-defendant No.1 had not disputed the execution of work or the bills raised by the plaintiff-respondent No.1, is factually incorrect inasmuch as the written statement filed by the appellant contains a categorical and specific denial of both. Learned counsel also submits that there was admittedly no written contract or contemporaneous record evidencing any engagement of the plaintiff-respondent No.1 by the appellant-defendant No.1 for carrying out the alleged work at District Sports Parishad, Nehru Stadium, Jhajjar, and, in the absence of any cogent evidence, fastening liability upon the appellant-defendant No.1 was wholly unjustified.

6. Having heard learned counsel for the appellant-defendant No.1, this Court finds no force in the arguments advanced by learned counsel for the appellant. Admittedly, that the plaintiff-respondent No.1 had specifically pleaded and duly proved execution of electrical work at District Sports Parishad, Nehru Stadium, Jhajjar, at the instance of appellant-defendant No.1. It is the case of the



plaintiff-respondent No.1 that in affixing and repairing electrical items at the said premises he had spent a sum of Rs.2,58,491/-, but despite raising the bill, no payment was made. On the plaintiff-respondent No.1's representation, the Deputy Commissioner, Jhajjar, vide order dated 31.08.2016, constituted a committee headed by SDO (Civil), Jhajjar with DSO, Jhajjar, Secretary, MC Jhajjar, and ME, MC Jhajjar as members, which, after due consideration, found the claim of the plaintiff genuine and directed that the amount be deposited by defendant No.2 in the office of appellant-defendant No.1 and thereafter released to the plaintiff through appellant-defendant No.1. Further, the testimony of PW-3, Storekeeper, District Sports Office, Jhajjar, read with the resolution of the committee constituted by the Deputy Commissioner, Jhajjar on 31.08.2016, as well as the communication dated 30.01.2017 (Ex.P-4), clearly establish that such works and payments were to be routed through agencies like the Municipal Committee and that in the present case also, the amount payable to the plaintiff-respondent No.1 was to be disbursed through appellant-defendant No.1. These circumstances, taken cumulatively, leave no doubt that the work was carried out under the aegis of appellant-defendant No.1 and the liability to ensure payment rested with it.

7. Therefore, concurrent conclusions recorded by the learned Courts below are firmly supported by the pleadings, oral evidence and documentary record, including the verification of the bill and the resolution of the competent committee. The mere fact that there was no formal contract, or that appellant-defendant No.1 raised denials in its written statement, cannot outweigh the categorical findings of the committee and the supporting material on record. The approach adopted by the learned Courts below suffers from no perversity or



illegality, and the liability of appellant-defendant No.1 towards the plaintiff-respondent No.1 stands duly established.

8. In view of the aforesaid facts and circumstances, this Court does not find any merit in the arguments raised by learned counsel for the appellant-defendant No.1, much less, no substantial question of law arises for consideration. Consequently, the concurrent finding rendered by both the Courts below is upheld and the instant regular second appeal is dismissed.

9. Misc. application(s) pending, if any, also stand disposed of.

(AMARINDER SINGH GREWAL)
JUDGE

August 27, 2025

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