



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

**RSA-5263-2019 (O&M)
Reserved on : 04.09.2025
Pronounced on : 09.09.2025**

VED PARKASH GUPTA (DECEASED) THR LRS Appellants

VERSUS

REENA MODI AND ORS Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Aayush Gupta, Advocate for the appellants.

ALKA SARIN, J. (ORAL)

CM-14905-C-2019

1. This is an application for condonation of delay of 13 days in refiling the appeal.

2. For the reasons stated in the application, the same is allowed and the delay of 13 days in refiling the appeal is condoned.

RSA-5263-2019

3. The present appeal has been preferred by the legal representatives of defendant No.1 (the defendant-appellants) aggrieved by the judgment and decree dated 09.09.2015 passed by the Trial Court decreeing the suit of the plaintiff-respondents and the judgment and decree dated 24.01.2019 passed by the First Appellate Court partly accepting the appeal filed by the defendant-appellants and defendant No.2.

4. The brief facts relevant to the present *lis* are that the plaintiff-respondents herein filed a suit for recovery of ₹16,27,170 along with ₹1,00,000 on account of damages as per the terms and conditions contained

RSA-5263-2019

in the dissolution deed dated 15.08.1988 (Ex.P6) and further for restraining the defendant No.1 from alienating the half share in the land measuring 12 Kanals 4 Marlas as detailed in headnote 'B' of the plaint. It was the case set up by the plaintiff-respondents that there existed a partnership firm between the defendant No.1, defendants No.2 and 3 and Rakesh Kumar Goyal and Smt. Dharan Devi. The firm was dissolved on 15.08.1988 and a dissolution deed was also executed. As per the terms and conditions of the dissolution deed, the defendant No.1 and defendants No.2 and 3 were to keep Rakesh Kumar Goyal and Smt. Dharan Devi indemnified against all claims, demands including an amount outstanding in cash credit account No.140 in Oriental Bank of Commerce, Malerkotla. It was also agreed that defendants No.1 to 3 would take necessary steps to get released the land and building which stood allotted to Rakesh Kumar Goyal and Smt. Dharan Devi which had been offered as security to the Oriental Bank of Commerce, Malerkotla in respect of a cash credit account No.140. It was further agreed that in case the defendants failed to get the process completed within a period of six months from the date of dissolution, they would be liable to pay an amount of ₹50,000 as damages and if they failed to complete the process with a period of one year, they would have to pay damages to the tune of ₹1,00,000. On 23.07.1992 defendants No.1 to 3 gave an undertaking through an affidavit to pay all the liabilities and the payments outstanding against Rakesh Kumar Goyal and Smt. Dharan Devi. However, despite repeated requests, they failed to settle the accounts. Rakesh Kumar Goyal died on 08.01.1991 and is now represented by the plaintiff-respondents. It was further the case that the plaintiff-respondents and the defendants No.1 to 3 deposited ₹29,00,000 with

RSA-5263-2019

the bank, out of which a sum of ₹15,27,170 was paid by the plaintiff-respondents and hence the plaintiff-respondents were entitled to recover the amount of ₹15,27,170 along with ₹1,00,000 as damages.

5. On notice, the defendant No.1 filed written statement raising various preliminary objections including that the suit was time barred. On merits it was stated that the entire amount was deposited by the defendants and that they have already settled the case. However, the plaintiff-respondents had become dishonest and trying to blackmail the defendants.

6. Replication was filed. On the basis of the pleadings of the parties the following issues were framed :

1. Whether plaintiffs are entitled to recover Rs16,27,170 along with interest from the defendants as prayed for ? OPP
2. If issue No.1 is proved whether plaintiffs are entitled to recover interest @2% per month as prayed for ? OPD
3. Whether plaintiffs are entitled to the relief of permanent injunction as prayed for ? OPP
4. Whether present suit is not maintainable ? OPD(1)
5. Whether plaintiffs sold the land of their share to the Bank after settlement of account with the defendants ? OPD(1)
6. Whether the present suit is time barred ? OPD(1)
7. Whether the present suit is not properly valued for the purpose of Court fee ? OPD(1)

8. Relief.

7. The Trial Court vide judgment and decree dated 09.09.2015 decreed the suit of the plaintiff-respondents. Aggrieved by the same, the defendant-appellants herein and defendant No.2 filed an appeal which appeal was only partly accepted by the First Appellate Court vide judgment and decree dated 24.01.2019. The plaintiff-respondents were not held entitled to any damages. Hence, the present regular second appeal only by the defendant-appellants.

8. The learned counsel for the defendant-appellants has contended both the Courts have erred in decreeing the suit of the plaintiff-respondents. It is urged that the amount had been paid by the defendant-appellants and that the bank official, who had stepped into the witness box, in his cross-examination had not identified the signatures on the receipts (Ex.P1 to Ex. P5). Hence, it was the argument of the learned counsel for the defendant-appellants that the plaintiff-respondents had failed to prove their case in accordance with law. The learned counsel has further contended that once the documents (Ex.P1 to Ex.P5) were not proved to be bearing the signatures of the plaintiff-respondents, the payments could not be held to have been made by the plaintiff-respondents hence the suit ought to have been dismissed.

9. Heard the learned counsel for the defendant-appellants and perused the record.

10. In the present case the original bank receipts (Ex.P14 to Ex.P18) were exhibited which clearly revealed that the amount had been deposited by the plaintiff-respondents. Except for stating that the amount had been paid by them, the defendant-appellants failed to lead any cogent evidence to show that

RSA-5263-2019

the amount had been deposited by them with the bank. Both the Courts concurrently found that the amount of ₹15,27,170 had been paid by the plaintiff-respondents to the bank to clear the dues which was the responsibility of the defendants No.1 to 3 as per the dissolution deed (Ex.P6). The learned counsel for the defendant-appellants has not been able to point out to any cogent or reliable evidence on the record to even remotely suggest that the amount was deposited by the defendant-appellants. In the absence of any cogent and reliable evidence on the record, no fault can be found with the findings returned by both the fact-finding Courts. No other argument was urged.

11. No question of law, much less substantial question of law arises in the present case, which requires determination by this Court. The appeal being devoid of any merit is dismissed. Pending applications, if any, also stand disposed of.

09.09.2025
Aman Jain

(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: Yes/No