



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA-1801-2024 (O&M)
Date of decision : 13.05.2025

Fuljit Kumar

..... Appellant

versus

UK Paints (India) Pvt. Ltd. & ors.

.... Respondents

CORAM : HON'BLE MR.JUSTICE PANKAJ JAIN

Present :- Mr. Rajinder Sharma, Advocate
for the appellant.

PANKAJ JAIN, J. (ORAL)

1 The only argument raised by counsel for the appellant is on
issue No.3.

2 Mr. Rajinder Sharma, Advocate for the appellant submits that
even if the suit filed by the plaintiff for mandatory injunction *qua* main relief
was to be declined, the plaintiff having proved payment of earnest money of
Rs.1,35,00,000/-, he ought to have been held entitled for recovery thereof.

3 While deciding issue No.3, appellate Court observed as under :-

*“15. Onus to prove this issue was upon the defendant. In order
to prove it, counsel for the defendant has submitted that suit of
plaintiff is beyond limitation and therefore, same is liable to be
dismissed on this ground. A perusal of the plaint filed by the
plaintiffs shows that there is no mention of date, month or year
when the agreement between the parties was entered into. But a
perusal of the receipt Ex.D16 shows that an earnest money of
Rs.1,35,00,000/- was handed over to the defendant on
10.04.2008 and balance payment was to be paid before the end
of June 2008. Therefore, limitation for filing the suit was to be*



taken from June 2008 which lead to the conclusion that suit of the plaintiffs would have to be filed only by June 2011. But the present suit has been filed on 16.11.2015 which is beyond the period of limitation. Thus suit of the plaintiffs is barred by law of limitation and therefore, this issue is decided in favour of the defendant and against the plaintiffs.”

4 On being asked as to whether the limitation shall commence to file suit, Mr. Rajinder Sharma, Advocate for the appellant has remained evasive and submits that the same shall commence from the date of service of legal notice i.e. 21.08.2015. The argument raised is misconceived. As per the plaintiff, the earnest money of Rs.1,35,00,000/- was handed over by him to defendant on 10.04.2008 and the balance sale consideration was to be paid before the end of June, 2008.

5 In view thereof, in terms of Article 54 of the Limitation Act, 1963 the refusal is deemed to be in June, 2008. That being the situation, Lower Appellate Court has rightly held that the suit seeking recovery was to be filed before or at the most by June, 2011. The present suit was filed on 16.11.2015 i.e. beyond period of limitation which has been rightly held to be barred.

6 Appeal stands dismissed.

13.05.2025
Pooja Sharma-I

Whether speaking/reasoned:
Whether reportable:

(PANKAJ JAIN)
JUDGE

Yes/No
Yes/No