

IN THE HIGH COURT OF JUDICATURE AT PATNA
FIRST APPEAL No.106 of 2010

Priyadarshi Rameshwar Construction Company (P) Ltd. Main Road Pakri Ara
S/O Ram Bhushan Tiwary R/O Mohalla- Pakri In Front Of Dr. Shamim, P.S.-
Ara Nawada, Distt.- Bhojpur

... .. Appellant/s

Versus

1. State Of Bihar And Ors.
2. Secretary/Commissioner, Water Resource Department Sichai Bhawan,
Patna, Bihar
3. Engineer-In-Chief, Water Resource Department Sichai Bhawan, Patna, Bihar
4. Managing Director, Bihar State Construction Corporation Ltd., Anishabad,
Patna Near Mehesh High School
5. Chief Engineer, Water Resource Department, Dehri-On-Sone, Rohtas
6. Chief Engineer Water Resource Department, Aurangabad
7. Superintending Engineer, Sone Canal Circle, Ara, Distt.- Bhojpur
8. Superintending Engineer Flood Control Circle, Buxar
9. Superintending Engineer, North Koal Canal Circle, Gaya
10. Executive Engineer, Flood Control Division No. 2, Ara, Bhojpur
11. Executive Engineer, Sone Canal Division, Ara, Distt.- Bhojpur
12. Executive Engineer, Flood Control Division, Buxar
13. Executive Engineer, North Koal Canal Division Goh, Distt.- Aurangabad
14. Commissioner/Secretary, Minor Irrigation Department New Secretariate,
Patna, Bihar
15. Co-Ordinator/Chief Engineer, Tube-Well Project Bishwasaraiya Bhawan,
Belli Road, Patna
16. Superintending Engineer, Tube Well Circle, Mithapur, Patna
17. Superintending Engineer, Tube Well Circle, Ara, Distt.- Bhojpur
18. Executive Engineer, Tube Well Division, Patna West Bihta, Distt.- Patna
19. Executive Engineer, Tube Well Division Ara, Distt.- Bhojpur

... .. Respondent/s

Appearance :

For the Appellant/s : Mr. Rameshwar Tiwary (In person)
For the Respondent/s : Mr. GA- 2

**CORAM: HONOURABLE MR. JUSTICE RAMESH CHAND
MALVIYA**

CAV JUDGMENT



Date : 08.04.2026

Heard the appellant appeared in person as well as learned counsel for the respondents.

2. This First Appeal has been filed under Section 96 of the Code of Civil Procedure (hereinafter referred to as 'CPC') against the judgment and decree dated 03.04.2010 passed by the learned Sub-Judge II, Bhojpur, Ara (hereinafter referred to as 'Trial Court') in Money Suit No. 04 of 1999 wherein the plaintiff/appellant's suit for money claim arising out of contract/agreement was dismissed by the learned Trial Court.

3. For the sake of convenience, the parties where required shall be referred to in terms of their status before the learned Trial Court.

4. The facts of the case, in brief, is that the plaintiff/appellant, Priyadarshi Constructions Company Pvt. Ltd., which is duly incorporated under the Companies Act, 1956 and having its headquarter at Ara, and in pursuance of tenders invited by the State Government the plaintiff/appellant through its Director Rameshwar Tiwary, was awarded 15 separate works for which independent agreements were executed with the concerned departments. The particulars whereof are detailed in Annexure I. Further, in terms of the said agreements, the



plaintiff duly executed the works with due diligence and in accordance with contractual stipulations to the satisfaction of the competent authorities, whereupon the works were measured, verified, and recorded in the departmental records and part payments were released from time to time. However, certain works were discontinued midway by the defendants on account of administrative constraints, including non-availability of funds, though the works already executed were duly accepted; nevertheless, despite completion and acceptance of the works, a substantial amount remained outstanding and payable to the plaintiff as detailed in Annexure I, and notwithstanding repeated demands and representations, including those made pursuant to directions issued in earlier writ proceedings, the defendants failed and neglected to release the admitted dues and rejected the claims on arbitrary and untenable grounds; consequently, the plaintiff was constrained to serve a statutory notice under Section 80 of the CPC and, upon expiry of the prescribed period without compliance, has instituted the present suit for recovery of Rs. 17,40,989/- towards the outstanding dues.

5. Defendant No. 10 entered appearance and filed his written statement, wherein he has categorically denied all the averments made in the plaint and has stated that the claim made



by the plaintiff is wholly baseless, imaginary, and devoid of merit, asserting further that no amount is due or payable by the defendants. It has further been stated that no statutory notice under Section 80 of the CPC was ever served upon the defendants, and, as such, the suit is liable to be dismissed on this ground alone; whereas, the remaining defendants having failed to file their written statements within the prescribed period, were accordingly debarred from filing the same by order of the learned Trial Court.

6. In view of pleadings of both the parties, learned Trial Court framed following issues for determination:

- I. Whether the suit of plaintiff is maintainable as framed?*
- II. Have the plaintiff got valid cause of action for the suit?*
- III. Whether the plaintiff has served the notice under Section 80 of the CPC to the defendants.*
- IV. Whether plaintiff is entitle for the decree of of amount claimed by him?*
- V. Whether the plaintiff is entitle to get the relief and other reliefs as claimed under plaint?*

7. In support of his claim, the plaintiff examined two witnesses, namely, PW-1, Rameshwar Tiwary (the plaintiff himself), and PW-2, Ramkrishna Tiwary, and exhibited one documentary evidence i.e., photocopy of the notice issued under Section 80 of the CPC, which is marked as Ext.-1. Moreover,



other documents have also been exhibited before the learned Trial Court, which are as follows:

Ext.-2: Liability List (1 to 9);

Ext.-4: Measurement Book; and

Ext.-5: Agreement with Measurement Book.

8. The plaintiff asserted that he had entered into an agreement with the concerned authorities for execution of certain construction work and had duly performed part thereof. It was further pleaded that measurements of the work executed were recorded in the Measurement Book and that part payment had also been made by the authorities. However, no agreement was brought on record to establish the factum of contract, nor was the Measurement Book produced to substantiate the alleged execution of work. Equally, no documentary evidence was adduced to prove the alleged part payment or its receipt.

9. On the other hand, although defendant no. 10 cross-examined the witnesses produced by the plaintiff, the defendants did not adduce any oral or documentary evidence in support of their defence.

10. After considering the facts and circumstances of the case and upon perusal of materials available on record, the learned Trial Court, reiterated the settled principle that the burden of proof lies squarely upon the plaintiff, who must stand



on the strength of his own case and cannot derive benefit from any lacunae or lapse on the part of the defendants. Upon appreciation of the material on record, the learned Trial Court held that in the absence of foundational documentary evidence, such as the agreement, Measurement Book, and proof of payment, the plaintiff's oral evidence lacked probative value and amounted to mere self-serving statements. The learned Trial Court further observed that, despite alleging compliance with Section 80 CPC, the plaintiff failed to produce the original or carbon copy of the notice and offered no satisfactory explanation for its non-production, thereby casting doubt on such compliance. Consequently, it was concluded that the plaintiff had failed to discharge the burden of proof and had not established his case in accordance with law thereby the learned Trial Court dismissed the suit filed by the plaintiff (appellant herein).

11. Aggrieved by the aforesaid judgment and decree passed by the learned Trial Court in Money Suit No. 04 of 1999, the plaintiff has preferred the present First Appeal challenging the findings recorded by the learned Trial Court and seeking reversal of the impugned judgment and decree.

12. Appellant assailed the impugned judgment and



decree passed by the learned Trial Court and submitted that the impugned judgment and decree is unsustainable both in law and on facts, inasmuch as the same has been rendered without proper appreciation of the pleadings and evidence on record and is based on surmises and conjectures. It is submitted that the learned Trial Court has failed to consider material documentary evidence, particularly the Measurement Book, liability reports, and agreement documents, which constitute primary and reliable evidence establishing execution of work and subsisting liability of the respondents. Learned counsel further submitted that the appellant had duly executed the work in terms of the agreement under the supervision of competent authorities, and the same stands duly recorded in official records maintained by the department; however, despite such cogent evidence, the learned Trial Court has erroneously disregarded the same, thereby vitiating the findings recorded.

12.i. Moreover, the plaintiff/ appellant, in support of his case, have produced documentary evidence Measurement Book agreement, liability report in Annexure I of the plaint, as under:

S. No.	Name of Work	Proof of Documents	Dues Amount
1.	Nakanam Tola	M.B. No. 342,	Rs.46,702/-



	Protection work of Chain 620 Agreement No. 2F2 91/92 value Rs. 3,60,651.00 under Flood Control Division No.2. Ara.	Agreement Liability Report.	
2.	Nakanam Tola protection work crate supply agreement no. 18 F2 89/90 Rs. 4,31,573.00 Flood Control Division No.2 Ara	M.B. No. 306. Liability report and agreement paper.	Rs.1,27,121/-
3.	Construction of Dowel wall East Gangi Chain 293.30 to 312 agreements No. 38F2 88/89 Rs. 12,15,000.00 Flood Control Division No.2 Ara.	M.B.No. 131 Agreement liability report etc.	Rs. 1,08,558/-
4.	West Gangi gap filling work at Chain 180 agreement no. 27 F2 88/86 Rs. 28,000.00 Flood Control Division No.2 Ara	M.B.No. 194, Agreement Liability report.	Rs. 4,430/-
5.	Ganga Embankment Chain 371.70 to 372.90 Agreement No. 057 F2 87/88 Rs. 15000.00 Flood Control Division	M.B. No. 210 etc. Agreement, liability report.	Rs. 4,970/-



	No.2 Ara.		
6.	Ganga embankment Sinha Road Ramp at Chain 376.50 Agreement No. 60 F2 89/90 Rs. 6,69,000.00 Flood Control Division No.2 Ara	M.B. No. 319 etc. Agreement liability Report.	Rs. 1,65,001/-
7.	Tilak Rai Ka Hata to Faulkal Rai Ka Hata Protection work at Chain 0 and 12 Agreement No. 27 F2 89/90 Rs. 4,36,000.00 Flood Control Division, Buxar.	M.B. No. 513 Agreement.	Rs. 1,02,885/-
8.	Remolding and widening of service road Koilwar Distribution Chain 244 to 264 Agreement no. 145 F2 89/90 Rs. 3,40,795=00 under Sone Canal Division Ara	M.B. No. 250 (5) Agreement.	Rs. 1,00,372/-
9.	Earth work Singhi Distribution RD 36.50 to 44.70 Agreement no. 20F2 87/88 Rs. 3,50,000=00 under North Koul Canal Division Aurangabad	M.B. No. 73 Agreement and R.T.I. Copy	Rs. 15,636/-
10.	Metaling and	Bill made	Rs. 28,331/-



	welding service road Koilwar Distribution Chain 0 to 25 Agreement no.146 F2 89/90 Rs. 4,00,000=00	letter dated 23.07.1994 and liability report, A.I. Fund.	
11.	West Gangi Chain 315.55 to 320 Agreement No. 6F2 88/89 Value Rs. 1,17,810.00 Flood Control Division no.2 Ara	Agreement and Bill letter dated 18.06.1992 and liability report.	Rs. 21,782/-
12.	West Gangi Chain 293 to 297.30 Agreement no. 20F2 89/90 Rs. 41000.00 Flood Control Division No.2 Ara	Bill letter dated 18.06.1992 and liability repot. agreement	Rs. 10,580/-
13.	West Gangi 297.30 to 200 Agreement No. 19 F2 89/90 Rs. 35,000.00 Flood Control Division No.2 Ara	Agreement and letter dated 18.06.1992 and liability report	Rs. 11, 313/-
14.	Remolding work Tiar Tube well Agreement No. 29F2 93/94 Rs. 3,81,000.00 under Tube Well Division Ara.	M.B.No. 142	Rs. 19315/-
15.	Remolding work Khiri Banauli tube Well Agreement No. 18F2 93/94 Rs. 1,00,000.00	R.T.I Copy M.B. No. 318 page 126 dated 21.10.1996	Rs. 13,518/-



TOTAL			Rs. 7,80,513/-
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12.ii. Appellant further submitted that, once execution of work and its recording in official documents is established, the appellant acquires a lawful right to receive payment, and any denial thereof is arbitrary and contrary to settled principles governing contractual obligations under the Indian Contract Act, 1872. It is submitted that the learned Trial Court has failed to properly determine the amount due and payable to the appellant, despite the fact that the outstanding dues amounting to Rs. 17,40,989/- was duly reflected in Government records and supported by Measurement Book entries. He further submitted that any lapse or delay on part of the respondent cannot be permitted to prejudice the appellant, who has already discharged his contractual obligations in entirety, and, therefore, the appellant cannot be made to suffer irreparable loss due to administrative inaction.

12.iii. He further submitted that the appellant had earlier approached this Court by way of writ petitions, which were disposed of with liberty to seek redressal before the competent authority and thereafter before the learned Trial Court, accordingly, upon issuance of statutory notices under Section 80 of the CPC, the present suit was instituted in due



compliance with law. It is asserted that the learned Trial Court has failed to consider the pleadings, evidence, and surrounding circumstances in their proper perspective and has not correctly adjudicated the rights and liabilities of the parties, thereby occasioning a grave miscarriage of justice. Appellant thus submitted that the impugned Judgment and Decree are liable to be set aside and the appellant is entitled to the reliefs as prayed for.

13. Learned counsel for the defendants/respondents supported the impugned judgment and decree passed by the learned Trial Court and submitted that the Interlocutory Application, purportedly filed under Order XLI Rule 5 read with Section 151 of the CPC, is wholly misconceived, not maintainable in law, and liable to be rejected at the threshold. It is submitted that Order XLI Rule 5 of the CPC contemplates grant of stay of execution of a decree; however, in the present case, no execution proceeding is pending, inasmuch as Money Suit No. 04 of 1999 itself stood dismissed by the learned Trial Court below. Consequently, in the absence of any executable decree, the very substratum of the present application collapses, rendering the relief sought legally untenable. Furthermore, the appellant is seeking to introduce documents such as the



Measurement Book, Agreement, Liability List, and other materials at the appellate stage, which were admittedly not produced before the learned Trial Court. It is a settled principle that the appellate court adjudicates upon the record of the court below, and additional evidence cannot be permitted merely to fill up lacunae or cure inherent defects in the case, particularly in the absence of exceptional circumstances as contemplated under Order XLI Rule 27 of the CPC, which are conspicuously absent in the present matter. The attempt, therefore, is nothing but an abuse of the process of law.

13.i. It is further submitted that the claims of the appellant, particularly in relation to Agreement No. 20F2 of 1987-88 for an amount of Rs. 3,50,000/-, stand conclusively negated by the appellant's own admission as contained in the letter dated 25.02.2021, wherein it has been unequivocally acknowledged that all dues, including the security amount, have been fully paid and that no outstanding liability remains against the department. Such admission, being clear, categorical, and unequivocal, constitutes the best evidence against the maker and operates as an estoppel, thereby precluding the appellant from raising any claim contrary thereto. The said admission is further corroborated by official departmental records, leaving no



manner of doubt that the alleged claim is devoid of substance.

13.ii. Furthermore, it is submitted by the learned counsel for the respondents that no subsisting cause of action survives in favour of the appellant, and the learned Trial Court has rightly dismissed the suit on merits upon proper appreciation of the materials available on record. The present Interlocutory Application, as well as the connected First Appeal, being devoid of merit, frivolous, and vexatious in nature, which is liable to be dismissed with costs.

14. I have heard learned counsel for both the parties at length and in view of the rival submissions made on behalf of the parties, and upon consideration of the materials available on record, the points that arise for determination in the present First Appeal is “*Weather the plaintiff/appellant entitled for claim amount and accordingly entitled for decree?*”

15. At this stage, upon careful perusal of the pleadings, the evidence both oral and documentary brought on record, as well as the impugned judgment and decree passed by the learned Trial Court, the point for determination formulated above go to the root of the matter and subsumes the entire controversy involved in the present appeal.

16. Moreover in the interest of justice and for the



proper adjudication, it is pertinent to examine the documents such as the Measurement Book, Agreement, Liability List, and other materials which has been produced at the appellate stage as an additional evidence. So, after hearing both the parties the aforesaid documents have been admitted as an additional evidence and exhibited in the list of exhibit as Exhibit nos. 15 and 16 from the order dated 27.11.2025. Furthermore, the Appellate Court has the discretionary power to admit the additional evidence, primarily to prevent the miscarriage of justice and when the evidence is crucial for a just judgment. Notably, it is well settled law that a First Appellate Court has wide powers to re-appreciate evidence provided under Order XLI Rule 27 of the CPC. It is apposite to reproduce Rule 27 of Order XLI of the CPC, as under:

“27. Production of Additional Evidence in Appellate Court. (1) The parties to an appeal shall not be entitled to produce additional evidence, whether oral or documentary, in the Appellate Court, But if: (a) the Court from whose decree the appeal is preferred has refused to admit evidence which ought to have been admitted, or (aa) the party seeking to produce additional evidence, establishes that notwithstanding the exercise of due diligence, such evidence was not within his knowledge or could not, after the exercise of due diligence, be produced by him at the time when the



decree appealed against was passed, or (b) the Appellate Court requires any document to be produced or any witness to be examined to enable it to pronounce judgment, or for any other substantial cause, the Appellate Court may allow such evidence or document to be produced, or witness to be examined.

(2) Wherever additional evidence is allowed to be produced by an Appellate Court, the Court shall record the reason for its admission.”

17. From the perusal of the entire Trial Court record it appears that the document proposed to include as additional evidence under Order XLI Rule 27 was on record before the learned Trial Court but the same was not exhibited by the learned Trial Court. So, the aforesaid documents are fit to be exhibited as additional evidence under Order XLI Rule 27(1) of the CPC.

18. Also, the Hon'ble Apex Court has made its stance clear with respect to allowing additional evidence at the stage of appeal in ***K. Venkataramiah v. A. Seetharama Reddy & Ors.***, reported in ***AIR 1963 SC 1526***, and held that as under:

“The Appellate Court has the power to allow additional evidence, not only if it requires such evidence 'to enable it to pronounce judgment, but also for 'any other substantial cause'. There may be cases where the Court finds that it is able to pronounce a judgment on record as it is, and cannot strictly say that it requires



additional evidence to enable it to pronounce judgment, it still considers that, in the interests of justice, something which remains obscure should be filled up, so that it can pronounce its judgment in a more satisfactory manner, Such a case will be one for allowing additional evidence for only substantial cause under Rule 27.”

19. It is also well settled that once execution of work is established and the same has been accepted by the department, the liability to make payment necessarily follows. It would be unreasonable to deny payment for the work actually done. The State cannot take advantage of its own wrong and refuse to pay for work executed.

20. The Hon'ble Apex Court in *State of West Bengal v. B.K. Mondal & Sons*, reported in *AIR 1962 SC 779* observed that, “if a person lawfully does anything for another person, or delivers anything to him, not intending to do so gratuitously, and such other person enjoys the benefit thereof, the latter is bound to make compensation”. Moreover, the aforesaid principle, embodied under Section 70 of the Indian Contract Act, 1872, clearly applies where the State derives benefit from work executed.

21. Further, in *A.T. Brij Paul Singh v. State of Gujarat*, reported in *AIR 1984 SC 1703*, at paragraph 11, the



Hon'ble Apex Court held as under:

“11. Now if it is well-established that the respondent was guilty of breach of contract in as much as the rescission of contract by the respondent is held to be unjustified, and the plaintiff-contractor had executed a part of the works contract, the contractor would be entitled to damages by way of loss of profit, Adopting the measure accepted by the High Court in the facts and circumstances of the case between the same parties and for the same type of work at 15% of the value of the remaining parts of the work contract, the damages for loss of profit can be measured.”

22. Likewise, in *State of Rajasthan and Anr. v. Ferro Concrete Construction Pvt. Ltd.*, reported in (2009) 12 SCC 1 the Hon'ble Apex Court observed that once execution of work is established and accepted, the contractor becomes entitled to payment in accordance with law. In the present case, the M.B. entries, duly verified by competent authorities, clearly establish execution of work and corresponding liability. The respondents, having failed to rebut such evidence, cannot deny payment, as the same would amount to unjust enrichment. In furtherance thereto, it is well settled that though the plaintiff must succeed on the strength of his own case, once *prima facie* evidence is adduced, the burden shifts upon the defendant.

23. The Hon'ble Apex Court in *Union of India v.*



Ibrahim Uddin and Anr., reported (2012) 8 SCC 148 in has observed that a party cannot succeed on the weakness of the defence; however, once sufficient evidence is produced, the burden shifts on the opposite party to rebut the same.

24. In the present case, the appellant has discharged his initial burden, whereas the respondents have failed to adduce any evidence in rebuttal. The learned Trial Court has thus erred in law in placing undue emphasis on technical deficiencies while ignoring substantive evidence on record. The findings recorded by the learned Trial Court are therefore perverse, being based on non-consideration of material evidence and misapplication of legal principles.

25. The appellant, having established execution of work and corresponding liability of the respondents, is also legally entitled to interest on the decretal amount, both on equitable and statutory considerations. It is well settled that where a party is deprived of the use of money lawfully due to him, interest is payable by way of compensation for such deprivation.

26. In this regard, the Hon'ble Apex Court in *Secretary, Irrigation Department, Government of Orissa v. G.C. Roy*, reported in (1992) 1 SCC 508, held as under:



“33. In the case before us, admittedly the contract does not provide that no interest is payable on the amount that may be found due to any one of them. If so, it follows that the seller, namely, the firm is entitled to claim interest from the date on which the price became due and payable. The finding of the arbitrator in this case is that the price became payable on June 7, 1958. As held by this Court in Union of India v. A.L. Rallia Ram which related to an arbitration proceeding, under Sub-section (2) of Section 61, in the absence of a contract to the contrary, the seller is eligible to be awarded interest on the amount of the price for the goods sold. On this principle it follows that the award of interest from June 7, 1958 is justified.”

27. Further, in *Alok Shanker Pandey v. Union of India and Ors.*, reported in *AIR 2007 SC 1198*, the Hon'ble Apex Court observed in para 9, as under:

“9. It may be mentioned that there is misconception about interest. Interest is not a penalty or punishment at all, but it is the normal accretion on capital. For example if A had to pay B a certain amount, say 10 years ago, but he offers that amount to him today, then he has pocketed the interest on the principal amount. Had A paid that amount to B 10 years ago, B would have invested that amount somewhere and earned interest thereon, but instead of that A has kept that amount with himself and earned interest on it for this period. Hence, equity demands that A should not only pay back the principal amount but also the interest thereon to B.”



28. Applying the aforesaid principles to the facts of the present case, it is evident that the appellant had executed the work and the same was duly recorded in official documents; however, despite such execution and acknowledgment, the respondents failed to release the admitted dues, thereby unjustly retaining the amount and depriving the appellant of its lawful use. Such retention of money by the State amounts to unjust enrichment and warrants compensation by way of interest. Further, under Section 34 of the CPC, the Court is empowered to award reasonable interest on the principal sum adjudged from the date of institution of the suit till realization. The grant of interest, therefore, is not only equitable but also statutorily recognized.

29. Upon consideration of the rival submissions and the materials available on record, this Court finds that it is an admitted and undisputed position that the appellant/plaintiff had duly executed and completed the contractual work entrusted to him in the year 2016 within the stipulated time and had thereafter raised the requisite bills in accordance with the terms of the contract. It is further not in dispute that the respondents failed to release the admitted dues within a reasonable period and ultimately made payment only in the year 2023, i.e., after an



inordinate and unexplained delay of nearly seven years. The sole defence sought to be advanced by the respondents, both before the court below and in the present proceedings, is that the agreement does not contain any specific clause providing for payment of interest on delayed disbursement. However, such a contention cannot be countenanced in law, inasmuch as it is well settled that the State and its instrumentalities are under a constitutional obligation to act fairly, reasonably and in a non-arbitrary manner in all contractual dealings. The failure to release legitimate dues for an unduly prolonged period, without any cogent justification, amounts to arbitrary withholding of money lawfully due and payable, thereby entitling the claimant to reasonable compensation by way of interest.

30. This Court is of the considered opinion that the absence of an express stipulation in the contract for payment of interest does not *ipso facto* disentitle the appellant from claiming the same, particularly where the delay is wholly attributable to the respondents and is neither justified nor explained by any acceptable material. A contractor entering into an agreement with the Government legitimately expects that payments for completed works would be made within a reasonable time, and while some administrative delay may be



anticipated, a delay extending to seven years is *per se* unreasonable, arbitrary, and violative of settled principles of fairness in State action. The appellant cannot be made to suffer for lapses on the part of the authorities, and the retention of his dues for such a prolonged period confers an unjust enrichment upon the respondents. Accordingly, this Court holds that the appellant is entitled to be compensated for the delayed payment by way of reasonable interest, notwithstanding the absence of a contractual clause, and the contrary finding, if any, recorded by the learned court below cannot be sustained in the eye of law.

31. Accordingly, the point for determination framed by this Court is answered in favour of the plaintiffs/appellants and against the defendants/respondents. In view of the aforesaid discussion and the settled legal position, this Court holds that the appellant is entitled to interest on the decretal amount. The impugned Judgment and Decree passed by the learned Trial Court, to the extent it denies such interest, is unsustainable in law and is hereby set aside.

32. In view of the aforesaid discussions, the present First Appeal is allowed with following directions:

(i) The impugned judgment and decree dated 03.04.2010 passed by the learned Trial Court is unsustainable in the eyes of law and it is hereby set-aside;



*(ii) The respondents are directed to pay **Rs. 7,80,513/-** (Rupees Seven Lakh Eighty Thousand Five Hundred Thirteen only) to the appellant towards the outstanding dues;*

*(iii) The respondents are directed to pay simple interest @6% per annum on the **admitted/decretal** amount to the appellant from the date of institution of the suit till its realization and such interest shall be calculated and paid to the appellant within a period of four weeks from the date of receipt of this judgment; and*

(iv) It is made clear that in case of failure to comply with the aforesaid directions, the respondents shall be liable to pay simple interest @8% per annum on the admitted amount from the date of institution of the suit till its realization.

33. Let the Trial Court Records along with the copy of this Judgment be transmitted to the Court concerned forthwith.

(Ramesh Chand Malviya, J)

Mayank/-

AFR/NAFR	NAFR
CAV DATE	02.02.2026
Uploading Date	08.04.2026
Transmission Date	N/A

