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Exhibit No. : 31

IN THE COURT OF ADHOC DISTRICT JUDGE-1, SINDHUDURG

AT OROS, DISTRICT SINDHUDURG

(Presided over by Shri. S. S. Indalkar)

REGULAR CIVIL APPEAL NO. 19 OF 2014

The State of Maharashtra,
Through The Executive Engineer,
P.W.D., Sawantwadi, Tal. Sawantwadi,
Dist. Sindhudurg.

APPELLANT

(Ori. Defendant)

Vs.

Shri. J. Jayakar,
Age 47 Yrs., Occu.: Contractor,
R/o. John Saldana Villa,
New Khaskilwada, Sawantwadi,
Tal. Sawantwadi, Dist. Sindhudurg.

RESPONDENT

(Ori. Plaintiff)

Advocates for the Parties –

For Appellant - D. G. P.

For Respondent - Shri. K. D. Nevagi

JUDGMENT

(Delivered on 25th March 2026)

1. This is the appeal filed under Order XLI, Rule 1 and 2, r/w. Section 96 of the Code of Civil Procedure, 1908 (In short C.P.C.), against the judgment and decree in Special Civil Suit No. 8/1988, dated 29/04/2000, passed by the Ld. Civil Judge (S.D.), Sindhudurg-Oros. Through, impugned judgment and decree, Ld. Trial Judge has partly decreed the suit of the plaintiff.

2. Being aggrieved and dissatisfied with the said judgment and decree present appellant (original defendant) has preferred this appeal. For the sake of convenience, parties are referred by their original nomenclature henceforth.

3. The facts arises to decide this appeal in short, are as under:-

Plaintiffs' case -

The present suit is filed for recovery of Rs.7,09,975/-. According to plaintiff, he is an engineer and contractor by profession. The defendant decided to construct a new road of 3.3 K.M. in Section No. IV of Vengurla-Malvan road in Vengurla Taluka in Sindhudurg. This road was to be constructed a new, from the main existing road upto creek. This construction work was listed under the name "Improvements to Vengurla-Malvan Road Section IV", in Vengurla Taluka.

4. It is further contention of plaintiff that, the Executive Engineer, Public Works Division, Sawantwadi, published a tender for the aforesaid work on 30/09/1985 and the tender forms were made available in the office upto 04/10/1985. The last date for submitting the tender was 11/10/1985. The works mentioned in the tender included excavation, construction of water bond macadam road, cross drainage, retaining wall

and other items mentioned in the tender. That was a B-1 tender and the estimated costs of construction were to the tune of Rs.8,86,456/-. The period for the completion of work was six months. The plaintiff has filed his tender for the aforesaid work on 11/10/1985. He deposited earnest money of Rs.8,885/- on the same day. As the tender was of B-1 type, the plaintiff has submitted his tender at 20.2 % below the estimated costs. This rate was given by the plaintiff on the basis of the items and quantity of work, mentioned in the tender. The tender submitted by the plaintiff, was accepted by the Executive Engineer, P.W.D., Sawantwadi, on 24/10/1985 and after taking security deposit of Rs.18,000/-, work order was issued to the plaintiff.

5. It is further contention of plaintiff that, out of 3.3 K.M. length of the road to be constructed, 2.1 K.M. was practically on plain surface with some culverts in between. But, the remaining stretch of 1.2 K.M. was completely through hilly track, which was all covered by jungle (forest) and where there was no road at all. Huge quantity of excavation in hard rock was required to be done for construction of passable road and for carrying rubble found in such excavation, construction of culverts was necessary. The quantity of laterite rubble, required for the various items included in the tender work sought to be 12,330 C.M., where the quantity of laterite rubble available from excavation as per the tender was only 1467 C.M. Thereby, plaintiff was expected to bring 10,863 C.M. of rubble from outside. According to the site condition, the laterite rubble available from road cutting between 2.1 K.M. to 3.3 K.M. was only to the extent of 1467 C.M. Therefore, plaintiff has to make arrangement for the additional quantity of rubble. Even though the tender mentions that, the excavated rubble (i.e. 1467 C.M.) was to be conveyed to the point of actual use by the plaintiff after making his own arrangements. The time limit allowed

for the work was only six months and the budget allotment available for the year 1985-86 was Rs.8.5 Lakhs and within this short span of six months the road length of 3.3 K.M. was to be completed. The plaintiff was required to bring nearly 10,863 C.M. rubble from outside and this he did at the direction and order of the then Executive Engineer, Shri. S. J. Ranade.

6. It is further contention of plaintiff that, under the terms of agreement, the plaintiff was bound to obey the directions and commands of the Executive Engineer, who was Engineer in-charge. He was required to bring rubble for the purposes of construction of road between 0 to 2.1 K.M. and as directed by Executive Engineer to the tune of 6,171.20 C.M., for item 10 to 11. The rate of rubble was Rs.25.00 per C.M. At this rate, plaintiff is entitled to Rs.1,54,280/-, on this count. The rubble was brought at the instance and at the direction of Executive Engineer and hence he is entitled to get this amount. The Government is benefited by this rubble brought and purchased by the plaintiff.

7. It is further contention of plaintiff that, second R. A. Bill was prepared on 31/01/1986 and the plaintiff was paid the amount mentioned in the Bill. On 01/02/1986, Executive Engineer, Shri. Ranade retired from service and Shri. Kanitkar took his charge. Shri. Kanitkar transferred on 14/03/1986 and Shri. Kulkarni assumed his charge from 15/03/1986. As per B-1 tender agreement, R. A. Bills are to be prepared every month and contractor is to be paid. As no R. A. Bills were prepared for months of February, March and April 1986, when approximately Rs.3,00,000/- were due to the plaintiff. He addressed a letter to Executive Engineer on 12/04/1986. This letter was replied by Executive Engineer on 30/01/1986. This letter was immediately followed by another letter to the plaintiff on

01/05/1986, in which new objections were raised for the first time about execution of construction work. This letter immediately replied by the plaintiff on 05/05/1986 and it was brought to the notice of the Executive Engineer that, he was totally incorrect in raising the objections. Thereafter, considerable correspondence followed between the plaintiff and the Executive Engineer and in every subsequent letter sent by Executive Engineer, he started raising new points every time. To all these letters, the plaintiff has given replies and finally the plaintiff addressed a detailed letter to him on 11/08/1986 and submitted explanation to all points, contentions and objections raised by the Executive Engineer. When the plaintiff brought to the notice of the Executive Engineer, Shri. Kulkarni, about the directions given to the plaintiff by the Executive Engineer, Shri. Ranade, the plaintiff was told to get a letter from Shri. Ranade. Accordingly, Executive Engineer, Shri. Ranade wrote a letter to Executive Engineer, Shri. Kulkarni on 02/12/1986. The points mentioned by Shri. Ranade in his letter dated 02/12/1986, were crystal clear and unambiguous. However, for reasons best known to Shri. Kulkarni, he referred that letter to Sub Divisional Engineer, Vengurla, a subordinate of Shri. Ranade and Shri. Kulkarni both for verifying and vouching the correctness of the points made by Shri. Ranade. The Sub Divisional Engineer, Vengurla, to whom Ranade's letter was sent for verification, sent a reply to Executive Engineer, Shri. Kulkarni, on 19/01/1987 and confirmed that, what Shri. Ranade had mentioned in his letter, dated 02/12/1986, was of correct.

8. It is further contention of plaintiff that, therefore, on 29/04/1987, the P.W.D. Department made third R. A. Bill. Surprisingly, on the very day when the third R.A. Bill was prepared, Shri. Kulkarni, Executive Engineer, sent another letter to the plaintiff raising some more

new points and asking plaintiff to pay compensation. Disgusted with all this, attitude of the Executive Engineer, the plaintiff addressed a letter to S. E. regarding the work in question and some other works complained about the non-payment of bills of plaintiff. During this period, surprisingly the plaintiff was informed by Sub Divisional Engineer, Vengurla, probably at the instance of Executive Engineer, Shri. Kulkarni that, the third R. A. Bill prepared and submitted for payment be treated as cancelled so as to proposed recovery. This letter is of dated 25th May, 1987. Thereafter, within 5 days, i.e. on 30/05/1987, the plaintiff was again informed that, the letter of 25/05/1987 cancelling the third R. A. Bill, was cancelled and the third R. A. Bill prepared was valid for payment. Again within 3 days, i.e. on 03/06/1987, the plaintiff was informed that, the letter, dated 30/05/1987 was cancelled. On 11/06/1987, the plaintiff was again informed that, after Sub Divisional Engineer submits his new third R. A. Bill, necessary steps will be taken. The letters, dated 29/04/1987, 25/05/1987, 30/05/1987 and 03/06/1987, are all signed by Laxmikant Pandit, Sub Divisional Engineer, who had signed the letter, dated 19/01/1987, confirming the conclusions of Shri. Ranade, while the last letter, dated 11/06/1987, is signed by Executive Engineer, probably Shri. Kulkarni.

9. It is further contention of plaintiff that, once the R. A. Bill is sanctioned for payment. Accordingly, informed to the plaintiff, the subsequent cancellation of the same is illegal, inequitable, unjust, void and is also hit by the legal doctrine of estoppel. As per the third R. A. Bill, the total work is of Rs.5,98,550.56/-. Out of this amount, the plaintiff had received Rs.3,57,654/-. Therefore, as per third R. A. Bill prepared by the Officers of the defendant, amount of Rs.2,40,896/- are due to the plaintiff. However, while preparing the R. A. Bill, from the actual amount 20.2 % is deducted and amount payable at Rs.1,24,223.67/- is arrived at. The

defendant is not entitled to take the benefit of this deduction clause, because of the wrong estimate prepared by the Department regarding the quantity of items of work. In B-2 tenders, rates are quoted item-wise, while in B-1 tender rates are quoted on percentage basis, taking into consideration average rates of the items mentioned in the tender. In B-1 tender, it is presumed that, all the items mentioned in the tenders would be correct and would be required to be executed and the quantity of such items may not vary more or less than 25% of the quantity mentioned. While quoting 20.2% less, the plaintiff presumed that, all the items will have to be executed as mentioned in specifications and while entering into contract these conditions were taken as the basis and it was further presumed that, the specifications were correct. The proposal made by the Department was based on wrong data and if the data furnished was wrong and misleading and variations were too far, the plaintiff is not bound by the deduction of 20.2% as agreed by him and would be entitled in law to the actual amount mentioned in the estimate. The defendant would not be entitled to take the benefit of its own mistake and deny the amount actually due to him under the peculiar circumstances.

10. It is further contention of plaintiff that, during execution, it was observed by him that, the quantities put to tender were totally misleading and variation in quantity were too far. In the tender, quantity in hard rock excavation was 1,434 C.M., while actual work of excavation in hard rock was 15,601 C.M. So also, earth work worth Rs.1.5 Lakh was mentioned in the tender, while no earth work required to be made. In the tender about Rs.2.1 Lakh, retaining wall was required to be made. In fact, this item is deleted at the eleventh hour and was not required to be done. It is with the initial and proposal made by the P.W.D. Department by way of tender that, the plaintiff accepted the tender at 20.2% below the estimated

rate. If the conditions in the tender and the proposal is substantially changed, the plaintiff is not bound in law and under the provisions of Contract Act, by the condition of accepting the payment at 20.2% less than the estimated price. In the alternative, the plaintiff submits that, to the additional and extra work done by him, the defendant is not entitled to deduct the amount at 20.2%. The work of construction of retaining wall would not have been there and if the work of excavation would have been of the quantity which he was required to do actually. The plaintiff has suffered immense loss and he had to keep his labour and machinery idle. For more excavation in hard rock, he was required to make a new arrangement at extra costs. The P.W.D. Department of the defendant is not entitled to deduct the amount of Rs.20.2% from the R. A. Bill and as such, the plaintiff is entitled to the full balance due, to the tune of R.2,40,896.56/-.

11. It is further contention of plaintiff that, the classification of the excavation mentioned in the third R. A. Bill is not correct. The plaintiff agrees that, the total excavation done by him is 19,457 C.M. However, the classification shown in the bill to the effect that, 4,328 C.M. excavation is done in soil. 6,529 C.M. of excavation is done in hard murum and 8,600 C.M. of excavation is done in hard rock is not correct. 15,601.26 of excavation is done in hard rock and 3,855.74 C.M. is done in hard murum. Excavation is done between 2,000 Meters to 3,300 Meters. Road alignment in between these changes runs through hilly portions having steep slopes and valley on the other side. According to site condition, the entire alignment between K.M. 2/0 to 3/300 is a side ling ground and because of that, during blasting operations, large quantity of rubble had fallen and spread in the valley, which could not be recovered, as the rock being laterite metal available is naturally far less than that can be obtained

from trap rock. The plaintiff has done the excavation in hard rock to the extent of 15,601 C.M. The excavation in a hard rock comes to 18,251-58 C.M. and in fact, it is in loose form. But, as per specifications, this quantity would be 14,601-26 in solid form as the hard rock when blasted comes to the loose stack of 125 C.M. as against 100 C.M. solid. The total excavation in hard rock is 14601 C.M. plus 1,000 C.M. from the excavation of side slopes. The amount due to the plaintiff under this item is Rs.2,14,799/-.

12. It is further contention of plaintiff that, the plaintiff made repeated demands and requested for preparation of third R. A. Bill, it was not done. Even after the preparation of the third R. A. Bill and considerable time was consumed in cancelling, then, accepting and again cancelling the said R. A. Bill. There were absolutely no valid reason or grounds for all this. In spite of repeated demands of the plaintiff, payment for the work done was not made and necessary technical instructions for further work were not supplied. The conduct of the Officers of the P.W.D. Department, changes and variations in execution of the work raising unsustainable objections and tally payments and negligent and adamant attitude of the Officers, the plaintiff has immensely suffered monetarily. His money was blocked and he had to raise money by paying high interest. His labour was lying idle. Apart from the financial loss, he had to suffer mental agony and pain. Under the circumstances, the plaintiff claims Rs.3,00,000/-, as compensation. Hence, he prayed for decree of the suit.

Defendants' case -

13. Defendant has filed its written statement at Exh. 12 and resisted the suit. It is the contention of defendant that, in view of Clause-

38 of the tender-agreement, compensation could not be asked as prayed for by plaintiff. It was possible to carry the rubble using a 'Kachha' road to the plain surface. The plaintiff could have utilized excavated rubble for the construction and therefore plaintiff should have utilized excavated material before bringing the rubble from outside. An approach road upto the portion excavated or to the quarry was to be constructed by the Contractor and he was to maintain it till completion of his work as per the tender conditions. Therefore, plaintiff could not claim amount of Rs.1,54,280/- for bringing rubble from outside. Trees and bushes upto 30 Cms., girth were to be cut by the contractor himself and trees having more than 30 Cms., girth were to be cut by the department. It was not correct that, the jungle was to be cleared by the department. As per specifications, entire rubble excavated was to be utilized for construction of the road.

14. It is further contention of the defendant that, there is provision for extension of time in the agreement and if at all it was difficult for plaintiff to carry rubble from excavated portion to the plain surface, extension of time could have been granted. Time limit prescribed could not be a ground for bringing rubble from outside. This difficulty was never pointed out by the plaintiff to the defendant. Rates of Item No. 10 to 12 included lifts and leads. 40% void had to be calculated, while finding out solid rubble excavated and 25% voids was not permissible. 9143 cubic meter of rubble was recorded as being excavated by the Deputy Engineer. R. A. Bill has to be scrutinized and audited in respective branches of defendant and Executive Engineer has to check the actual construction and then only R. A. Bill is valid for payment. Just because R. A. Bill is cancelled or some measurements have been corrected, it cannot be said to be unjust or improper. Amount could not be paid to the contractor without deducting percentage of below rate submitted by him. Estimated quantities

were increased during construction due to peculiar site conditions having steep side slopes. Also, due to strata classification quantities of soft and hard Murum or rock could vary. Retaining wall was not completely deleted. Any additional quantities were to be considered as per Clause-38 of the agreement.

15. It is further contention of the defendant that, while calculating quantity of excavated rock, 40% of the quantity was to be deducted to find out quantity of the solid form. There was no separate mode for measurement of trap rock and laterite rock. No rubble was seen in the valley. Hence, plaintiff's contention that, only 50% of excavated rubble was available, could not be accepted. Plaintiff's contention about labour being idle, financial loss, mental agony pains and other were not acceptable. Therefore, plaintiff could not claim compensation of Rs. Three Lakhs. Plaintiff was not entitled to put-up the suit claim in these circumstances. Therefore, defendant prayed for dismissal of the suit.

16. After considering the evidence and rival submissions before Court, the Ld. Trial Court has partly decreed the suit of the plaintiff.

17. Being aggrieved by the said judgment and decree, the defendant has preferred this appeal against the impugned judgment and decree, on the following grounds:-

(i) The impugned judgment and decree passed by the Ld. Trial Court is against justice, equity and good conscience.

(ii) The Ld. Trial Court has not considered Article 299 of the Constitution.

(iii) The Ld. Trial Court has not considered properly the oral and documentary evidence of defendant.

(iv) The terms and conditions in contract/tender and certificate on tender are not properly considered, where no suit shall be filed by the contractor and should have settled his dispute with authorities mentioned therein within specified time. Hence, he preferred appeal against the judgment and order for above mentioned grounds.

18. From the rival pleadings of the parties, the Ld. Trial Court has framed necessary issues at Exh. 13. Before Ld. Trial Court the plaintiff Shri. J. Jayakar has examined himself as (P.W.1) at Exh. 58. On the other hand, defendant has examined the witnesses Shri. Prabhakar Ganesh Kulkarni as (D.W.1) at Exh. 104, Shri. Laxmikant Vasantrao Pandit as (D.W.2) at Exh. 115. The plaintiff and defendant have relied on various documents.

19. After hearing both parties at length, perusal of documents in the paper book, following points arise for determination, against which I have recorded my findings thereon with reasons as below:-

Sr. No.	POINTS	FINDINGS
1.	Does plaintiff prove that, he had spared Rs.1,54,000/- for rubble ?	Partly Yes.
2.	Does plaintiff prove that, Rs.2,40,896.56 is due from defendant for third R. A. Bill ?	Partly Yes.
3.	Does plaintiff prove that, he spared Rs.2,14,700/- for excavation in hard-work ?	Partly Yes.

4.	Does plaintiff prove that, he sustained damages to the tune of Rs.3,00,000/- ?	Partly Yes.
5.	Is plaintiff entitled to recover any amount from defendant ?	Yes. As per final order.
6.	For what relief plaintiff is entitled ?	As per final order.
7.	Whether the impugned judgment and decree call for any interference ?	No.
8.	What order ?	As per final order.

-: REASONS :-

AS TO POINT NO. 1 TO 6 :-

20. As all these points are interconnected and based on the same set of facts and evidence, I propose to club them together.

21. The plaintiff has adduced the oral evidence of Shri. J. Jaykar at Exh. 58 and relied on the documentary evidence. After perusal of the evidence of plaintiff, it reveals that, there is a dispute about Third Running Bill of the work. Other running bills are paid to the plaintiff. There is a dispute about the Third Running Bill. It reveals that, said bill has been corrected by the defendant for 2 to 3 time and reduced the amount of bill. Therefore, from the available evidence, it is necessary to scrutinize that, the plaintiff has made out his case against the defendant for recovery of amount, as claimed.

22. After perusal of the evidence of plaintiff, it reveals that, the plaintiff has done the work of 15,600 Cubic Meter. But, against it, defendant has considered the excavation of 8,600 Cubic Meter. Remaining quantity of excavation are not considered by the defendant. The rate of Rs.35/- per Cubic Meter. Unaccounted quantity of excavation was worth of Rs.2,14,700/-. After considering the evidence of plaintiff, cross-examination and from available documents, it reveals that, the plaintiff is required to bring rubble from the outside, for Item No. 10 and 11. In this regards, the letter at Exh. 111, supports this contention. In this regards, the evidence of D.W.2, Laxmikant at Exh. 115, shows that, Shri. Ranade has issued the specific direction to bring the rubble from outside. This also supports the letter, dated 19/01/1987, at Exh. 69 that, the witness Laxmikant has supported the contention of plaintiff that, plaintiff has required to bring the rubble from outside. The Third Bill shows the quantity of 6,171 Cubic Meter of rubble, which required to bring. This shows that, plaintiff had brought the rubble from outside, to the extent of 6,171 Cubic Meter.

23. It is brought in the cross-examination of the plaintiff that, he has brought the rubble from nearby area. In Item No. 10, Schedule No. B, specifications gives the rate of Rs.27.65 for 1 Cubic Meter. Therefore, as per the terms and conditions, rubble was to be carried out from the plain surface. In this regards, the plaintiff has claimed the rate of Rs.25/- for Item No. 1 for rubble. In this regards, plaintiff has brought the rubble to the extent of 6,171 Cubic Meter. In this regards, the above fact is proved by the plaintiff that, he is required to bring the rubble of 6,171 Cubic Meter from the outside. Thus, considering the claim of plaintiff of Rs.25/- per Cubic Meter, the Ld. Trial Court has rightly held that, the rate of Rs.15/- per Cubic Meter will be just and proper and calculated the amount

of Rs.92,565/-. Thus, considering the contention of plaintiff and the reason for the said conclusion by the Ld. Trial Court, this Court is of opinion that, the plaintiff is entitled for the recovery of Rs.92,565/-, from the defendant.

24. Now, turning to the another aspect of claim of plaintiff about the due and payable amount of Third R. A. Bill of Rs.2,40,896.56/-. In this regards, the Third R. A. Bill is initially prepared by letter, dated 29/04/1987, at Exh. 70. Said amount was of Rs.1,21,223.67/-. In this regards, expected excavation was 1434 Cubic Meter. But, actually it was 15,601 Cubic Meter. The scope of agreement was substantially changed. Therefore, plaintiff was not bound to get payment at the rate of Rs.20.2% below the rate offered by him. After perusal of Clause No. 14, 15, 38 of agreement, it provides remedy for the same. After perusal of the entire agreement, there is no clause which entitled a Contractor to get benefit of being entitled for estimated cost, instead of tender cost. Therefore, in this regards, considering the terms and conditions of agreement, plaintiff cannot claim to get the estimated rate, without deducting the low offer rate. Therefore, the amount of Rs.1,21,223.67/- shown in the Third Bill, is shown to be proper, just and correct. Therefore, Third R. A. Bill, prepared by the defendant, has required to be accepted. Therefore, in this regards, the Ld. Trial Court has held that, plaintiff is entitled for getting the amount of bill of Rs.1,21,223.67/-, is found to be correct and legal.

25. The plaintiff has further claimed that, he has required to make expenses of Rs.2,14,700/- for excavation in the work of hard rock. In this regards, after perusal of the letter at Exh. 118 and cross-examination of witness D.W.2, Laxmikant, it reveals that, the Junior Engineer Parab has maintained the Field Book No. 137. As per the Field Book, excavated stacked rubble was to the extent of 9125 Cubic Meter. As the stacked

excavated rock, the actual excavated rock considering 50% of wastage could be of double of that. The plaintiff has claimed only 25% void, is to be calculated. Defendant has claimed 40%. Thus, considering this, plaintiff has not shown any Circulation, Notification or Guidelines to support his case. Thus, in this regards, the Ld. Trial Court has hold that, excavation of loose rock is of 18,250 Cubic Meter and after deduction of 40% void, it would be 10,950 Cubic Meter. Thus, as per the documents on record, 1000 Cubic Meter cutting of side slope is also shown. Considering 40% void in this quantity, the solid expression rock would be 11,550 Cubic Meter. In this regards, the rate of excavation of rock is Rs.35/- per Cubic Meter. In this regards, defendant has already considered excavation of 8,600 Cubic Meter. Hence, the quantity of excavation, which is not considered by defendant would be of $11,550 - 8,600 = 2,950$ Cubic Meter. Therefore, considering the rate of sold rock is at the rate of Rs.35/- per Cubic Meter, for 2,950 Cubic Meter, is comes to Rs.1,03,250/-. Thus, this calculations, inference and conclusion, drawn by the Ld. Trial Court, is found to be correct and legal.

26. The plaintiff has further claimed the damages from the defendant, to the tune of Rs.3,00,000/-, for the inconvenience caused to the plaintiff, for the non receipt of the bill of the work. In this regards, the Ld. Trial Court has awarded an amount of Rs.10,000/-. Considering the contentions of plaintiff and all the circumstantial facts, there is no illegality by the Ld. Trial Court to award the compensation claimed by the plaintiff. Thus, considering the entire contentions, as discussed above, plaintiff is entitled for recovery of total amount of Rs.3,27,038.67/- at the rate of 15%, from 01/05/1987, till the realization of whole amount. Furthermore, plaintiff has proved that, he is entitled for damages of Rs.10,000/-, from the defendant, at the rate of 15%, from the date of

decree. Therefore, in view of above discussion, the Court answer Point No. 1 to 6, in 'affirmative', accordingly.

AS TO POINT NO. 7 :-

27. In view of above discussion, plaintiff has proved his case, against the defendant for recovery of amount, as discussed herein above. Therefore, the reasons given, inference drawn and observations mentioned by the Ld. Trial Court in the impugned judgment, are found to be proper, correct and legal. Therefore, there is no reason to interfere in the judgment and decree. Hence, the Court answer Point No. 7, in 'negative'.

AS TO POINT NO. 8 :-

28. In answer to Point No. 8, the Court pass the following order:-

:- ORDER :-

1. The appeal is dismissed with costs.
2. The impugned judgment and decree passed in Special Civil Suit No. 8/1988, by the Ld. Civil Judge (S.D.), Sindhudurg-Oros, on 29/04/2000, stands confirmed.
3. Decree be drawn up accordingly.

(Dictated and pronounced in open Court.)

Sindhudurg-Oros,
Date - 25/03/2026

(S. S. Indalkar)
Adhoc District Judge-1,
Sindhudurg-Oros.