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IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION
CIVIL APPEAL NOS. 3725-3726 OF 2005

STATE OF GUJARATAppellant
VERSUS

SHAH CONSTRUCTION CO. LTD.ETC. ...Respondent

O R D E R

These appeals have been preferred against the impugned judgment and decree of the High Court dated 19.2.2003 passed in First Appeal Nos. 1059 and 1552 of 1981 by which the High Court has substantially modified the judgment and decree passed by the trial Court by way of which the trial Court had allowed the claim of the State of Gujarat against the respondent to the tune of Rs. 1,83,709.32 paise and further it was directed that the suit amount can be recovered from the respondent with 12% interest per annum from the date of the suit till realisation with costs.

In the facts and circumstances of the case, it is not necessary for us to mention the facts elaborately. Suffice it to say that suits were filed in 1978 and 1980 by the parties and the suits related to the contract entered into between the parties in 1973 to establish the bridge at river Sabarmati.

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The High Court has modified the judgment and decree passed by the trial court and allowed the claim of the State of Gujarat against the respondent only to the tune of Rs. 20,780.12/-.

We have heard learned counsel for the parties and perused the record.

In the instant case, the High Court has oversightedly made general observations that the record was not available with the State of Gujarat itself showing as what material had been supplied by the department to the contractor and what constructions have been raised by the Contractor before the river Sabarmati was flooded and the construction stood washed out and allowed the claim of the contractor without assigning any cogent reasons.

We agree with the averments made by the learned counsel for the appellant that the High Court was bound to decide the First Appeal as provided under Order 41 Rule 31 CPC which requires that each and every issue and the findings recorded by the trial Court has to be considered, evidence in respect thereof is to be appreciated and High Court is bound to record its own finding on each point. As the appeal has not been decided adopting the said requirement, we set aside the judgment and decree passed by the High Court impugned before us and remand the matter to the High Court to decide afresh.

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However, in view of the fact that the contract was entered in 1973 and the suits had been filed in 1978 and 1980, a long time has lapsed and even these appeals remained pending before this Court for about eight years, thus, in such a fact situation, we request the High Court to decide the appeals at the earliest preferably within a period of six months from the date of production of certified copy of the order.

The judgment and decree passed by the High Court are set aside. The appeals are accordingly allowed.

.....J.
(Dr. B.S. CHAUHAN)

.....J.
(V. GOPALA GOWDA)

NEW DELHI
MARCH 14, 2013.

ITEM NO.110

Court No.7

SECTION IX

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS
CIVIL APPEAL NO(s). 3725-3726 OF 2005

STATE OF GUJARAT

Appellant (s)

VERSUS

SHAH CONSTRUCTION CO. LTD.

Respondent(s)

Date: 14/03/2013 These Appeals were called on for hearing today.

CORAM :

HON'BLE DR. JUSTICE B.S. CHAUHAN
HON'BLE MR. JUSTICE V. GOPALA GOWDA

For Appellant(s)

Ms. Hemantika Wahi, Adv.
Ms. Madhvi Dewan, Adv.
Ms. Jesal, Adv.
Ms. Shubhada Deshpande, Adv.

For Respondent(s)

M/S. Khaitan & Co.

UPON hearing counsel the Court made the following
O R D E R

The appeals are allowed in terms of the signed order.

| (DEEPAK MANSUKHANI) | (M.S. NEGI) |
| Court Master | Court Master |

(The signed order is placed on the file)