
(1999) 08 P&H CK 0151
In the Punjab And Haryana At Chandigarh
Case No : Civil Revision No. 646 of 1993

Punjab and Sind Bank

APPELLANT

Vs

Jain Rice Mills and Others

RESPONDENT

Date of Decision : 16-08-1999

Acts Referred:

Civil Procedure Code, 1908 (CPC) — Section 115

Citation : (2000) 124 PLR 66

Hon'ble Judges : R.L. Anand, J

Bench : Single Bench

Advocate : Kanwaljit Singh, for the Appellant; Ashok Aggarwal and Subhash Goel, for the Respondent

Judgement

R.L. Anand, J.—This is a civil revision and has been directed against the order dated 24.9.1992 passed by the Court of Senior Sub Judge, Karnal, who passed the following impugned order as contained in para No. 10, which reads as under:-

"10. Admitted case of the parties is that JDS had already deposited the decretal amount of Rs. 2,55,900/-. They have also paid the remaining amount of Rs. 48,000/-towards interest and, therefore, they are directed to make the payment of then remaining amount of interest calculated at the rate of 12.5% per annum on the principal amount, the amount which was initially advanced and borrowed by the defendant (JDS). Let the plaintiff bank (DH) refute the balance sheet prepared by the Chartered Accountant by way of leading evidence and producing the latest balance sheet otherwise the JDS would make the payment as per balance sheet prepared by their Chartered Accountants M/s Midha and Associates, Karnal."

2. The brief facts of the case are that the Punjab and Sind Bank, Karnal (hereinafter referred to as "the Bank") filed a money suit for a sum of Rs. 2,55,993.30, which was decreed in the following terms:-

"In view of my findings on various issues, the suit of the plaintiff succeeds and a

decree for recovery of Rs. 2,55,993.30 Ps. (Rupees Two lacs fifty five thousand nine hundred and ninety three and thirty paise only) was passed in favour of the plaintiff bank and against the defendants with costs. The plaintiff bank will be further entitled to charge interest on the amount at the rate of 12-1/2% per annum from the date of institution of the suit till the realisation."

3. The bank filed execution under Order 21 C.P.C. During the pendency of the execution application, a compromise was effected between the parties vide which it was agreed by the judgment-debtors that they would pay the amount to the decree-holder as follows:-

1 Rs. 45,000/- shall be deposited by the judgment debtor by 31st March,1987.

2. Rs. 50,000/-shall be repayable by 30.6.1987.

3. Rs. 50,000/- shall be repayable by 30.9.1987.

4. Rs. 55,000/- shall be repayable by 31.12.1987.

4. The balance amount, the cost and upto date interest as per terms of the decree shall be paid by 30.6.1988. 4. Admittedly, the judgment-debtors made payments in pursuance of the decree but the dispute has arisen with regard to the interest. The executing Court had held that the decree-holder is entitled to the interest @ 12.5% per annum on the principal amount which was advanced to the judgment-debtors. Whereas the interpretation sought by the bank is that the bank is entitled to interest at the rate of 12-1/2% per annum on the decretal amount of Rs. 2,55,993.30 I concur with the submission raised by the bank because the words used by the trial Court are "The Plaintiff bank will be further entitled to charge interest on the amount at the rate of 12-1/2% per annum from the date of institution of the suit till the realisation". The trial Court has never stated that the bank shall charge interest @ 12-1/2% on the amount of principal. Rather the word on the amount" shall relate to the decretal amount i.e. Rs. 2,55,993.30. In these circumstances, the interpretation which has been given by the learned executing court in the terms of the decree is erroneous. It is the settled principle of law that the executing Court cannot go behind the decree. The bank will be entitled to charge further interest @ 12-1/2% per annum on the awarded amount of Rs. 2,55,993.30 and the costs as per compromise. The interest will be calculated @ 12-1/2% per annum for the date of the institution of the suit. 5. Revision stands disposed of in above terms.