
(1996) 02 AP CK 0036

In the Andhra Pradesh High Court

Case No : Second Appeal No. 513 of 1988

Pusapati Krishna Murthy Raju

APPELLANT

Vs

The A.P. State Electricity Board

RESPONDENT

Date of Decision : 07-02-1996

Acts Referred:

Contract Act, 1872 — Section 73
Electricity (Supply) Act, 1948 — Section 49
Evidence Act, 1872 — Section 91

Citation : (1996) 4 ALT 822 : (1997) 1 CivCC 127

Hon'ble Judges : B.K. Somasekhara, J

Bench : Single Bench

Advocate : M.S.K. Sastry and Sailaja, for the Appellant; C.V. Nagarjuna Reddy, SC, for the Respondent

Judgement

B.K. Somasekhara, J.—The judgment and decree of the learned Additional Sub-Judge, Srikakulam passed in A.S.No. 9 of 1986 dated 8-2-1988 are in challenge in this appeal. Learned Additional Sub-judge allowed the appeal filed against the judgment and decree passed by the learned principal District Munsiff, Srikakulam dated 6-5-1985 dismissing the suit. The respondent - The Andhra Pradesh State Electricity Board-in this appeal is the plaintiff. The suit was filed for recovery of Rs. 4,877-80 towards arrears for the period from 1976 to August, 1979 with interest and for costs of the suit. The plaintiff challenged the decision of the trial Court in the appeal which came to be allowed as above.

2. The suit was based on an agreement between the plaintiff and the defendant in regard to the supply of current or electrical energy to the pump set and it is dated 27-1-1970. The original stipulation in the agreement was for the load of 5 H.P., but later it was changed to 10 H.P., under the proceeding 40 No. 869/70 dated 13-8-1970 by the Divisional Electrical Engineer, Operation, Srikakulam of the respondent. It was alleged that a special minimum of guarantee of Rs. 360-00 at the rate of Rs. 72-00 per H.P., was given to the defendant, under the agreement with clear stipulation. Based on that, the defendant was utilising the

electrical energy and was paying the electrical charges either for actual consumption or monthly minimum charges, as the case may be. It was alleged that as per the stipulations in the suit agreement, the defendant had to avail supply for a minimum period of ten years and that he was bound and shall pay the respondent maximum demand charges, energy charges, surcharge, meter rent and other charges, if any, as prescribed by the Board from time to time and that the respondent had unilateral right to vary from time to time the terms and conditions of the supply and that the defendant guaranteed the minimum payment of Rs. 300-00 per year on 5 H.P., towards demand and energy charges only exclusive of other charges like surcharge, meter rent etc., and he also agreed that if the amounts actually paid towards demand and energy charges during any year fall short of guaranteed minimum, the amount in deficit shall be deemed to be as the arrears of electricity charges and they can be recovered accordingly. There were other stipulations in the suit agreement, which were binding on the defendant. It was alleged that by virtue of the terms of the suit agreement, the defendant had to pay Rs. 720-00 per annum whether the current was consumed or not and he was also liable to pay the minimum charges as if it were arrears of charges and accordingly he paid the charges till 1973 and part of 1974 and failed to pay it from 1974 and therefore, he is liable to pay the same at that rate. The arrears were, pleaded, to be from 1976 to August, 1979 amounting to Rs. 4,877-80. It was alleged that since the defendant did not pay the amount, the suit was filed for recovery of the same.

3. The defendant while admitting the suit agreement and the stipulations therein, contended that the minimum period under the agreement was stipulated only for five years to avail the supply of the current to the defendant's pump set and he had not consented for varying it to ten years or at any rate for H.P., beyond what he had not agreed. The defendant contended that since the authorities of the plaintiff insisted that he should sign the agreement or otherwise the power supply will not be given to him, under the coercive circumstances, the defendant was forced to sign the document unwillingly and that the authorities of the plaintiff asked him to sign on a printed agreement form without explaining the terms and conditions on it and he was not apprised of the conditions mentioned in the agreement and he was made to sign as it is an ordinary document only for the purpose of formality sake. The defendant denied the stipulation that the plaintiff was entitled to vary the terms and conditions unilaterally. It is contended that such stipulation is illegal, unenforceable and not binding on the defendant. The defendant reported the matter to the concerned Junior Engineer to disconnect the power supply, as the meter of the defendant was spoiled and it was not possible for him to pay the charges without conditioning of the pump set and that accordingly it was disconnected in June, 1972. Therefore, it is contended that he was not liable to pay the charges whatever claimed by the plaintiff from the date of disconnection. In fact, since the defendant had paid all the charges upto 1973 and part of 1974, he was not in due to pay any amount as claimed by the plaintiff. It was contended that the suit is not maintainable and

it was liable to be dismissed.

4. The following issues were framed for determination:

1. Whether the plaintiff is entitled to recover the amount as claimed.
2. Whether the agreement entered into between the plaintiff and the defendant is not binding on the defendant as contended by the defendant.
3. To what relief.

5. During the trial, on behalf of the plaintiff, three persons were examined as P.W.S. 1 to 3 and the defendant examined himself as D.W.I and by way of documents, Exs. A-1 to A-10 were got marked for plaintiff and none for the defendant.

6. After hearing both sides and on the evidence placed before the Court, the learned Principal District Munsiff held the issue Nos.1 and 2 against the plaintiff and accordingly dismissed the suit.

7. In the appeal, the learned Sub-Judge disagreed with the findings of the learned Principal District Munsiff on issue Nos. 1 and 2 and on the other hand, he came to the conclusion that by virtue of the stipulations in the suit agreement, the defendant was bound to pay the charges as claimed and accordingly allowed the appeal, set aside the judgment and decree passed by the learned Principal District Munsiff and consequently decreed the suit as prayed for and that is in challenge now.

8. Ms. Sailaja, learned counsel for the appellant has raised several contentions in tune with the grounds raised in the memorandum of appeal and other relevant contentions challenging the judgment and decree passed by the learned Sub-Judge and she has made all her efforts to convince this Court that it is a fit case to interfere with the findings of the learned Sub-Judge and with the judgment and decree and to dismiss the suit filed by the plaintiff thereby confirming the judgment and decree passed by the learned Principal District Munsif. Without elaborating her contentions they can be subjected to the definite points for determination in addition to the grounds taken in the memorandum of appeal. These points of law arise, in this appeal, for determination in the nature of grounds raised.

(i) (a) Whether the ground that the defendant's signature was obtained without his understanding and reading the contents of the same in regard to the suit agreement, because of the defendant having no independent bargaining power before entering into agreement, but bound by the dictation of the plaintiff, would be a question of law to examine in the second appeal.

(b) Is so, whether such a question of law is wrongly decided,

(ii) (a) Whether the stipulations in the suit agreement are unjust and unconscionable and penal in nature,

(b) If so, whether such penal terms are enforceable.

9. Apart from the above questions of law raised in view of the grounds, the following questions of law also arise for consideration:

(i) (a) Whether the stipulations in the suit agreement are illegal, unfair, unreasonable and shock the conscience of the Court.

(b) If so, whether such stipulations bind the defendant on the ground that he had no bargaining power at the time of signing the agreement.

(ii) (a) Whether any stipulation either regarding the charges or the period in the suit agreement could be unilaterally varied without the consent of the defendant/appellant,

(b) If so, whether such a stipulation becomes enforceable as against the defendant/appellant.

(iii) (a) Whether the electric connection of the defendant was disconnected at his instance or otherwise from a particular date or point of time.

(b) If so, whether the plaintiff is entitled to collect any charges subsequent to the date of disconnection.

(iv) (a) Whether the suit agreement contains any stipulation to repudiate the contract by the defendant for any reason.

(b) If so, whether he repudiated it from a particular point of time.

(c) If so, whether the plaintiff is entitled to collect the charges from the date of repudiation.

(v) (a) Whether the plaintiff could keep the contract alive with the stipulations as above only with a view to collect the charges from the defendant,

(b) If so, whether such a conduct of the plaintiff, as a party to the suit agreement, is penal in nature and can be enforced.

(vi) (a) Whether plaintiff was entitled to recover the suit claim from the defendant.

(b) If so, from which date and what amount.

10. Ex. A-1 is the application made by the appellant for supply of electricity. On that an agreement came to be entered as per Ex. A-2 dt. 27-1-1970. It is under the terms of this agreement the respondent, namely the plaintiff, claimed the amount under the suit as arrears towards minimum charges stipulated therein. The appellant neither in the written statement nor in his testimony has denied the execution of Ex. A-2. His plea that he signed it without knowing its contents as it was not read over etc., has been negatived by the learned Sub-Judge. He has given adequate reasons as to why such a contention cannot be accepted. Learned Advocate for the appellant has pursued such a contention and has

reiterated it by saying that when the appellant had no bargaining power with the authorities of the respondent he cannot but sign the document. In I hat view of the matter according to her the subscribing of the signature to the document Ex. A-2 by the appellant amounts to a vendor under coercion. She calls it even a misrepresentation. No. such contention deserves to be accepted for several reasons. In the first place the appellant being a party to the document cannot so easily get over the contents therein unless he pleads and proves the grounds upon which he can escape the terms by virtue of the provisions of the Contract Act. Secondly, he is hit by Section 91 of the Evidence Act. Moreover, he had not denied the contents of Ex. A-2. as having been incorporated in the document when he signed it. Learned counsel for the respondent has successfully demonstrated that the contents of Ex. A-2 in all probability and certainty have been in the own hand writing of the appellant in regard to blanks. A careful perusal of the same by this Court produces the same result. Such a contention is not open in view of the settled law by the Supreme Court in Bihar State Electricity Board, Patna and Others Vs. Green Rubber Industries and Others, to read:

"It is settled that a person who signs a document which contains contractual terms is normally bound by them even though he has not read them, even though he is ignorant of the precise legal effect."

Added to it, the conduct of the appellant in enjoying the benefit of the contents of Ex. A-2 without raising even his little finger to challenge it in any manner permissible in law till the suit was filed Estops him from raising such a contention before the Court. Further more, the question whether the appellant's signature was obtained without his understanding and reading the contents of the same in regard to such agreement, he having no independent bargaining power before entering into agreement, would be a pure question of fact regarding which there is already a finding and this Court in a second appeal will not be justified in interfering with such a finding.

11. The contention that the stipulations in Ex.A-2 are illegal, unfair, unreasonable and shock the conscience of the Court has no merit. The relevant stipulations therein are (4) and (9) and they may be repeated for the sake of convenience;

"Period of Agreement:

4. I/We undertake to avail supply for a minimum period of 10 years from the date of this agreement comes into force. Special Annual Minimum Guarantee:

9. In consideration of the A.P. State Electricity Board making agreement for and supplying electrical energy to me/us I/We agree with effect from the date of commencement of this agreement for the period of 10 Ten years to guarantee a minimum payment of Rs. 360 /- (Rupees three hundred and sixty only) every year towards demand and energy charges only, exclusive of payments towards surcharges, meter rents or other payments, by whatever name they may be called. If the amounts actually paid towards demand and energy charges during

any year fall short of the guaranteed minimum, the amount in deficit shall be deemed to be an arrears of the electricity charges and recovered accordingly.

(Note: This clause is intended only for cases where there is a special guarantee part from tariff guarantee. In such cases the period for which the guarantee shall remain shall be mentioned and the agreement period will have to be correspondingly amended.)"

Learned Advocate for the appellant appears to think that these stipulations have been varied unilaterally changing 5 H.P. into 10 H.P, and the period from 5 years to 10 years. It is true that in regard to 5 H.P. it appears to have been varied subsequently. But the evidence reveals that it has been done at the instance of the appellant himself. Therefore on facts such a contention is not available to the appellant. The law is also settled that by virtue of Section 49 of the Electricity Supply Act, 1948 (in short "the Act") the Board has got powers to frame regulations which in itself contains the power to vary the terms unilaterally, however, subject to the limitations of law and facts and also the terms of the contract. Such a legal position is totally covered by more than one pronouncement of our own High Court and the Supreme Court. Vide V.K. Sugar Mills v. APSEB 1988(1) ALT 334. Grindwell Norton Ltd. Vs. Andhra Pradesh State Electricity Board, Hyderabad and Others, , APSEB v. K.K.Sugar Industry AIR 1984 A.P. 360. The Adoni Cotton Mills Ltd. and Others Vs. The Andhra Pradesh State Electricity Board and Others, , Jagdamba Paper Industries (Pvt.) Ltd. and Others Vs. Haryana State Electricity Board and Others, and Bihar State Electricity Board, Patna v. Green Rubber Industries (1 supra). The law is also settled therein that regulation framed by the Board by virtue of such powers to charge minimum rates for the consumption of electricity and as a part of the agreement is neither ultra vires nor beyond the powers vested in the Board. Therefore, the stipulations as above and in particular (9) in Ex. A-2 cannot be assailed on the ground raised on behalf of the appellant. The rationale behind such a concession to the powers has been explained in Bihar State Electricity Board, Patna v. Green Rubber Industries (1 supra) as follows:

"..Considered by the test of reasonableness it cannot be said to be unreasonable in as much as the supply of electricity to a consumer involves incurring of overhead installation expenses by the Board which do not vary with the quantity of electricity consumed and the installation has to be continued irrespective of whether the energy is consumed or not until the agreement comes to an end."

The catena of the precedents supra have accepted such a legal position consistently. Thus the contention as above that such stipulations in an agreement like Ex. A-2 are illegal, unsustainable and shock the conscience of the Court etc. are not open to the appellant and are binding on him.

12. The respondent claimed Rs. 4,877-80 ps. by way of arrears for the period from 1976 to August, 1979 with interest etc., based on the stipulations in Ex. A-2, namely, the obligation of the appellant to pay the minimum charges whether

he actually consumes the electricity or not upto that limit and above and at the rate of Rs. 60/- per mensem and Rs. 720/- per annum actually for the period of ten years from the date of agreement, however, deducting the payments already made upto the end of 1973 and calculating it from 1-1-1974, restricting the claim from the year 1976. In other words treating the contract as subsisting till the suit was filed or till the expiry of ten years stipulated therein, the claim is laid in the suit by the respondent. Learned counsel for the appellant has contended that although the agreement or the contract under Ex. A-2 was put an end to by the appellant himself by making an application to disconnect the electricity which was accorded from June, 1972, admittedly the respondent cannot treat the contract as subsisting only for the purpose of recovering minimum charges and that would amount to a penal clause or a penal action hit by Section 73 of the Contract Act which requires to be relieved by this Court by exercising its equity jurisdiction and discretion. Learned Advocate for the respondent has repelled such a contention by bringing it to the notice of the Court that the disconnection of the electricity at the instance of the plaintiff has nothing to do with recovery of the minimum charges as per stipulation in agreement Ex. A-2 and whether or not he uses it or gets it disconnected or gets it restored etc., the operation and enforceability of such a stipulation in the agreement cannot be stopped. According to him such a legal position has been settled by precedents. Before going into the legal controversies this Court feels it appropriate to set at rest the factual controversies about the reason for the disconnection of the electricity by the respondent.

13. According to the appellant and his evidence, the electricity connection was disconnected at his instance and on his application as he pleaded difficulty to pay the electric charges and he did not like to continue such a facility. It is in the evidence of the respondent, particularly in the testimony of P.W.3, that the electricity was disconnected on his application. It is nobody's case that such a disconnection was temporary or was contemplated to be restored at any time nor any such attempt was made on the part of the appellant. It is clear that the contract is kept subsisting under the impression of the respondent and allowed to expire itself after ten years till the suit was filed. Even the appellant has to be blamed for the consequences. But the legal effect may not vary due to such a conduct. Judged in the background of the conduct of the parties and the evidence in the case it is clear that the electricity or the facility under Ex. A-2 to the appellant was permanently disconnected from June, 1972 which is apparent from Ex. A-5. There is nothing to indicate either in Ex. A-5 or in the ocular evidence produced on behalf of the respondent that such a disconnection was intended to be temporary or that it was in the nature of keeping the things in abeyance till an event occurred or that it was not intended to be permanent. Therefore on facts it is a clear case of permanent disconnection of electricity for the appellant from June, 1972. However, the minimum charges were collected from him upto the end of 1973 as the arrears are said to be only from 1-1-74. To conclude it may be stated that in whatever manner the authorities understood or

contemplated, Ex. A-2 was sought to be put an end to by June, 1972 in so far as the application of respondent to supply electricity and the application of the appellant under the terms of Ex. A-2 subject to the legal implications flowing from certain stipulations therein.

14. Mr. Nagarjuna Reddy, learned Advocate for the respondent, is right in contending that mere disconnection of the electric installation to a consumer by the respondent Board is not the decisive factor of repudiating or terminating the agreement. In this regard he is fortified with the authoritative precedents. In *V.K. Sugar Mills v. APSEB* (2 supra) our own High Court has ruled that so long as the contract is not terminated the liability to pay and continue to pay minimum charges subsists and the liability cannot be escaped by the consumer just because there is disconnection of electricity. In that case the consumer asked for temporary disconnection and dismantlement of two meters set up in the factory and it was only a temporary non-supply by request of consumer and it was not a case of termination of contract. However, the distinction may be noted in this precedent that it was a case of temporary disconnection of electricity on facts. In *Grindwell Norton Ltd. v. APSEB* (3 supra) again the same rule was reiterated. The pronouncement in *Bihar State Electricity Board, Patna v. Green Rubber Industries* (1 supra) is the final expression of the Apex Court of the country on this question till that time of pronouncement. In the conclusion, the law settled is that the liability of a consumer under the contract Ex. A-2 will not cease itself because the electric connection is disturbed or disconnected for any reason. But still the question would be whether such a disconnection at the instance of the party or otherwise would tantamount to repudiation of the contract in accordance with the stipulation in the agreement. In the *Bihar State Electricity Board's* case (1 supra) a matter almost of similar nature was dealt with by the Supreme Court having similar stipulations in an agreement like Ex. A-2, however, with one more stipulation that where electric connection has been disconnected and where he does not apply for re-connection in accordance with law within the remainder period of the above given compulsorily availing of supply or that of notice whichever be longer, he will be deemed to have given a notice on the date of disconnection in terms of the stipulation to repudiate the contract. In such a situation it was held that such a conduct would amount to repudiation of contract by issuing advance notice. It was held therein that the consumer should be deemed to have given a notice on the date of disconnection in terms of the clause. In this case also there is a stipulation No. 6 in Ex.A-2 as follows;

Determination of the Agreement:

6.1/We shall be at liberty to determine the contract by giving in writing one year's notice expressing such intention at any time after the period of four years. I/We agree that the A.P. State Electricity Board may terminate this contract, at any time, if I/We violate the terms of this agreement or the terms and conditions of supply notified by the Andhra Pradesh State Electricity Board

from time to time or the provisions of any law touching this agreement including the Electricity (Supply) Act, 1948, The Indian Electricity Act and Rules there under.

This agreement shall remain in force until it is terminated as above indicated. In computing the periods of 10 years and 9 years referred to above, the period or periods for which the annual minimum guarantee has or have been waived or reduced shall be excluded. The appellant was entitled to repudiate the contract by issuing a notice after the expiry of four years from the date of agreement by giving one year's notice. By operating the rule supra in Bihar State Electricity Board's case (1 supra), the question as to why such a conduct on his part in making an application to permanently disconnect the electricity should not be construed as repudiation of the contract with effect from a particular point of time depending upon the facts and circumstances of the case. As already pointed out the appellant never contemplated to continue the subsistence of the contract under Ex. A-2 nor the respondent thought of continuing it for any other purpose than to recover the arrears of the minimum charges as above. In such a situation borrowing the principle from Bihar State Electricity Board's case (1 supra) it may be justifiable to hold that the application of the appellant to disconnect the electricity and the disconnection of the same from June, 1972 should operate as repudiation of the contract in accordance with stipulation (6) of the agreement. Such an inference both on facts and law appears to be reasonable and justifiable because stipulation (6) does not show as to how and in what manner and mode such a repudiation can be operated except saying that it should be done by issuing a notice for one year after the expiry of four years. Therefore, if this was done by making an application to disconnect meaning that the appellant did not intend to continue the contract after a particular time, to treat it as a notice of termination or repudiation of contract should be within the four-corners of the doctrine of notice and the repudiation of contract. It is not as if the respondent did not understand and know about it. P.Ws. 1 to 3, the officials of the respondent have not spelt out that inspite of the application of the appellant, under the discretion of the electricity Board it was intended that the contract was understood to be kept subsisting to the knowledge of the parties including the appellant. Mr. Nagarjuna Reddy, learned Advocate for the respondent, has tried to make a distinction from the facts of this case and that of the case of the Bihar State Electricity Board mat the agreement contains a stipulation (9) to make the consequence of disconnection of electricity by an application as deemed notice whereas such a stipulation is absent in Ex. A-2. To the mind of this Court no such distinction is possible or permissible as the results make no difference. Although there was such a stipulation in the agreement in the case of Bihar State Electricity Board (1 supra), such a stipulation should be deemed to be there in Ex. A-2 having due regard to the conduct of the parties and the consequences in law for the reasons already afforded above. It is significant to note that although the electric connection was taken out from June, 1972, the minimum charges were collected till the end of 1973, almost for the required stipulated period of

about four years before the repudiation can be enforced. Rightly or wrongly the respondent is content with enforcing the right to recover the arrears by way of minimum charges only from 1976 although it is said to have fallen due from 1974. In such a vague situation and the positive conduct of the parties, it is very clear that the conduct was intended to be to put an end to the contract by repudiation for a particular point of time particularly after the termination of the minimum period of five years as per stipulation No. 9 under Ex. A-2.

15. Apart from the legal conclusion of the situation, Ms. Sailaja, learned Advocate for the appellant, has rightly relied upon APSEB v. K.K. Sugar Industry (4 supra) wherein settling the law as above regarding the right of the Electricity Board to collect such minimum charges it was held that from such stipulations like the stipulations in Ex. A-2, the Board as a State cannot keep the contract subsisting only to recover the minimum charges. In the words of their Lordships of the Division Bench.

"Further it is settled that the Electricity Board is "State" within the meaning of Article 12 of the Constitution of India and it must exercise statutory powers reasonably, bona fide and without negligence. Under the terms of the present contract, there is no power on the part of the consumer to terminate the contract. That power is given exclusively to the Board. The Board having realised the inability of the consumer from the inception cannot keep the contract alive for the entire period of ten years or twelve years and insist that the consumer should pay the minimum charges though he has not consumed the energy not even for the full period of three months. In this case though notice was issued by the Board on 21-12-1966 informing the availability of supply, the defendant did not avail the opportunity and the connection was given only on 1-3-1970, but for the entire period unconnected minimum charges were levied though a portion of the claim was waived later. The Board should terminate the contract within the reasonable period. In the guise of keeping the contract alive and on the pretext that the consumer may ask for reconnection, it cannot insist on payment of minimum charges and collect the same for the entire period."

This case is a direct one covered by such an expression. The respondent must have chosen to keep the contract subsisting even after the expiry of five years as per stipulation No. 9 in Ex. A-2 only to collect the minimum charges and that has been done by filing the suit. Such a conduct cannot be given effect to and the appellant has to be relieved of such consequences.

16. Having noted the law as above and from the facts in this case the appellant was liable to pay the minimum charges from the date of Ex. A-2, namely, 27-1-1970 till the expiry of period of five years, namely, 27-1-1975. Since concedingly the charges have been paid upto the end of 1973 the appellant was liable to pay such charges only from 1-1-1974 upto 27-1-1975 which should be one year and 27 days. The minimum rate chargeable admittedly is at Rs. 60/- per mensem as per the stipulation in Ex. A-2 or Rs. 270/- per annum. For one year and 27 days it would be Rs. 774/-. The respondent is not entitled to recover

any amount beyond this amount. Strictly speaking that would have been barred by limitation as on the date of the suit which was filed in the year 1979. By then the claim of arrears upto 1975 from 1-1-74 was barred by limitation. The period of limitation is explained properly by them in the plaint as having been extended for enforcement till the expiry of ten years. That appears to be correct. Rightly or wrongly the respondent honestly believed that the minimum charges were to be collected for the whole period of ten years which was the agreed minimum charge without applying the mind in regard to termination of contract by conduct. In that view of the matter the limitation started to run only from 27-1-1980 on the expiry of ten years from the date of Ex. A-2 and therefore the suit which was filed in the year 1979 was very much within time.

17. It is apparent that the learned Sub-Judge did not apply his mind in the manner done as above in regard to the right of the respondent to recover the minimum charges and the liability of the appellant to pay it to the extent stated above. Therefore the judgment and decree of the learned Sub-Judge cannot be supported in any fashion than the amount stated above. The liability of the appellant to pay interest on such dues cannot be avoided. Interest at 12% per annum from the due date till the date of the suit and at the same rate till the date of recovery shall be reasonable.

18. In the result the appeal is partly allowed. The judgment and decree of the learned sub-Judge in the appeal are set aside. In its place suit O.S.447/79 is decreed as follows:

The respondent-plaintiff in the suit shall be entitled to recover Rs. 774/- from the appellant with interest at the rate of 12 % per annum for 3 years prior to the date of the suit and at the same rate by way of current interest till the date of payment. The appellant shall also be liable to pay proportionate costs to the respondent throughout.