
(2013) 09 P&H CK 0199
In the Punjab And Haryana At Chandigarh
Case No : Civil Revision No. 158 of 2012

Union of India and Others

APPELLANT

Vs

Ved Parkash Sharma

RESPONDENT

Date of Decision : 18-09-2013

Acts Referred:

Citation : (2014) 173 PLR 338

Hon'ble Judges : K. Kannan, J

Bench : Single Bench

Judgement

K. Kannan, J.—This revision is against the order rejecting objection taken by the Union of India before the executing Court that the amount claimed as due to the decree holder is not correct and the amount already deposited by the Union of India in part satisfaction of the decree has not been properly given effect. The contention was that an amount deposited as per the directions of the Supreme Court at interlocutory stage must be taken as deposited towards the principal and amount appropriated accordingly. The nature of dispute in the decree that has been passed would require to be examined to answer the issue. The suit was for damages for the injuries caused at railway crossing. The trial Court had granted decree for Rs. 9.10 Lacs with interest @ 6% P.A. on 18.07.2001. In the appeal filed to the trial Court the judgment was modified and the amount was reduced to Rs. 8.24 Lacs but interest increased to 7.5% P.A. from the date of institution of the suit till the actual payment. The appellate Court judgment was rendered on 24.05.2003. The second appeal had been filed to this Court against the same and interim directions had been issued for depositing the amount decreed. When the matter had reached the Supreme Court against the interim order, it was directed that Rs. 8.25 Lacs shall be deposited, vide order dated 12.07.2004. The Supreme Court had allowed for 50% amount of the deposit to be withdrawn without security, in terms of the direction. Admittedly the Union of India deposited Rs. 8.25 Lacs when the Supreme Court disposed of the SLP on 15.10.2001 and the Court recorded the statement of the counsel that the entire principal amount of Rs. 8.25 Lacs had already been deposited. This recital in the

judgment, according to the counsel appearing for Union of India, was a recognition of the judgment debtor's claim for appropriation of the liability of Rs. 8.25 Lacs as going towards discharge of the principal amount and only interest could be claimed for the period from date of the institution till the date of such deposit. A reference is made by learned counsel for the petitioners to the judgment of the Supreme Court in Gurpreet Singh Vs. Union of India (UOI), to bring home the point that if the amount is deposited on a particular date, interest would cease to run on the amount deposited and if it falls short of the total liability, only then the decree holder shall be entitled to apply the rule of appropriation by appropriating the amount towards the interest and then towards cost.

2. In my view, the reading of this judgment is not correct. When the decree was passed by the trial Court on 18.07.2001 and the Court had determined the interest also as payable, the liability had started. It shall be wrong to assume that liability commenced only from the day when the appellate Court took a decision and it became final. If the appeal in the appellate Court has modified the amount already determined by the trial Court, it is not the same thing as stating the liability started only at the time of final disposal of the appeal. The accumulation of interest was from the date when the trial Court had granted the decree and the only benefit which the judgment debtor would obtain from the modification is that when principal amount was finally been determined by this Court, it was to be taken that interest would be worked on such a modified principal amount up to the date when the deposit was made and if the amount was less than what was due till that day towards principal amount and interest, it would go for reduction of only the interest and whatever then remained in excess, would go for principal. That is the manner in which the decree holder has made the calculations. The decree holder's calculation conform to the judgment of the Supreme Court in M/s. Industrial Credit and Development Syndicate Now Called I.C.D.S. Ltd. Vs. Smt. Smithaben H. Patel and Others, . I find no reason to modify the amount claimed in the execution petition and the order passed by the court below. The revision petition is dismissed.