



RSA-2811-2024 (O&amp;M)

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**IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

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**RSA-2811-2024 (O&M)  
Date of Decision : 10.09.2025**

Sukhdev Singh

....Appellant

VERSUS

Ajit Singh

....Respondents

**CORAM : HON'BLE MS. JUSTICE MANDEEP PANNU**

Present: Mr. N.K.Manchanda, Advocate for the appellant.

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**MANDEEP PANNU,J.**

1. The present Regular Second Appeal has been filed by the defendant–appellant against the concurrent findings of fact recorded by both the Courts below, i.e the judgment and decree dated 15.11.2023 passed by the learned Additional Civil Judge (Senior Division), Moga and the judgment and decree dated 24.10.2024 passed by the learned District Judge, Moga, whereby the suit filed by the plaintiff was decreed.

**Brief Facts**

2. The plaintiff–respondent instituted a suit for recovery of ₹13,60,000/– comprising of ₹10,00,000/– as principal amount and ₹3,60,000/– as interest at the rate of 12% per annum against the defendant–appellant. It was pleaded that the defendant had borrowed a sum of ₹10,00,000/– from the plaintiff on 07.05.2019, for which a pronote and receipt were duly executed at Moga. The pronote and receipt bore the signatures of the defendant, were attested by a Notary Public and witnessed by Sukhdev Singh son of Jangir Singh and Lakhvir Singh son of Jeet

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Singh, residents of village Talwandi Bhangarian, District Moga. It was agreed that the defendant would repay the amount along with interest at the rate of 1½% per mensum.

3. The defendant contested the suit and filed written statement denying the claim of the plaintiff. It was alleged that the pronote and receipt in question were forged and fabricated and without consideration. The defendant pleaded that he is a small farmer residing abroad with his family and that on 29.07.2013 he had borrowed ₹5,00,000/- from the plaintiff against a pronote and receipt. Thereafter, the same was renewed on 21.07.2016 for ₹6,80,000/-. At that time, the plaintiff obtained the signatures of the defendant on another pronote and receipt paper by pasting his photographs thereon on the pretext that as per new rules of Punjab a copy of the same had to be kept as proof. The defendant pleaded that the said paper was signed by him believing that the same might be required, and the plaintiff assured him that it would not be misused. The further stand taken was that in the first week of May 2019, the defendant repaid the entire amount of ₹6,80,000/- along with interest to the plaintiff at the District Courts Complex, Moga, whereupon the plaintiff returned the original pronotes and receipts dated 29.07.2013 and 21.07.2016. At that time the plaintiff also obtained his signatures in the register of an advocate as proof of return of the amount. The defendant demanded return of the blank signed pronote and receipt but the plaintiff stated that the same was misplaced and would be returned later. It was alleged that by misusing the said blank paper, the plaintiff has fabricated the pronote and receipt dated 07.05.2019 to falsely claim a sum of ₹10,00,000/- and to grab a small piece of land belonging to the defendant.



4. On the basis of pleadings following issues were framed:-

1. Whether the plaintiff is entitled for recovery, on the basis of pronote and receipt dated 07.05.2019, as prayed for? OPP
2. Whether the suit of the plaintiff is not maintainable? OPD
3. Whether the alleged pronote and receipt is without consideration and is forged and fabricated document? OPD
4. Whether the plaintiff is stopped by his own act and conduct? OPD
5. Whether the plaintiff has no cause of action to file the present suit? OPD
6. Whether the present suit is not properly valued for the purpose of Court fee and jurisdiction? OPD
7. Relief.

5. In his evidence the plaintiff examined Sukhdev Singh S/o Jangir Singh (attesting witness of pronote and receipt in question) as PW-1, Lakhvir Singh S/o Jeet Singh (attesting witness of pronote and receipt in question) as PW-2 and himself PW-3. The Plaintiff has proved on record original pronote and receipt in question as Ex.P1 and Ex.P2.

6. Defendant also stepped into witness box as DW-1 to prove his case and reiterated the entire version of his written statement in his affidavit Ex.DW1/A. He also proved on record original pronote and receipt dated 29.07.2013 as Ex.D1 and Ex.D2, original pronote and receipt dated 21.07.2016 as Ex.D3 and Ex.D4 and a photopy of passport bearing stamps as Ex.D5 to D8. and evidence was led by both the parties.

**Findings of the Trial Court**

7. The learned trial Court, after hearing the counsel for the parties and appreciating the evidence on record, decreed the suit of the plaintiff with costs. It was observed that although the defendant had denied execution of the pronote and receipt in his written statement, however, when subjected to cross-examination he admitted his signatures on Exhibits D1 to D4 and further admitted his signatures on Exhibits P1 and P2 i.e. the disputed pronote and receipt, though with the explanation that the same were signed in blank. He also admitted that the photographs appearing thereon were his, though he attempted to suggest that they might be copies. The defendant admitted that the witnesses on the pronote and receipt were known to him and were on visiting terms with him, but no complaint had ever been filed against the witnesses or the plaintiff regarding alleged forgery.

8. The learned trial Court held that the defendant had admitted the genuine and lawful execution of the pronote and receipt in question. No evidence had been brought on record by the defendant to prove that the documents were without consideration or were fraudulently prepared by misusing any blank papers. Reliance was placed upon *Lali Devi and others vs. Jai Singh and others, 2012(3) Civil Court Cases 275 (P&H)* wherein it was held that where there is no complaint against the plaintiff or any other person for misusing the signatures, mere oral denial by the defendant is not sufficient to defeat the claim of the plaintiff.

9. The learned trial Court also considered the defence of the defendant that he had borrowed money twice earlier against pronotes and receipts and had repaid ₹6,80,000/- in May 2019. It was observed that this itself showed that the defendant had monetary dealings with the plaintiff and was in the habit of

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borrowing money from him. Therefore, the argument that the plaintiff had misused a blank pronote and receipt was not believable.

10. The objection of the defendant that the plaintiff had not examined the Notary Public and the Deed Writer was also rejected by the trial Court, holding that the pronote and receipt were proved through the plaintiff and his witnesses who were cross-examined and withstood scrutiny. Accordingly, the suit of the plaintiff was decreed.

### **Findings of the Lower Appellate Court**

11. The defendant preferred an appeal before the learned District Judge, Moga, reiterating the same defence. During pendency of the appeal, he also filed an application under Order VI Rule 17 CPC seeking amendment of the written statement to clarify his admission. The learned lower Appellate Court dismissed the said application observing that there was no denial of signatures on the pronote and receipt or in the register of the Notary Public, and even if amendment was allowed, it would not serve any purpose except to delay the matter.

12. The learned lower Appellate Court further held that the defendant had failed to lead any cogent evidence to prove the plea of fraud or misuse of blank signed papers. It was categorically observed that once the defendant had admitted his signatures on the pronote and receipt Exhibit P1, the onus was entirely upon him to prove that the same were the result of forgery or cheating, which he had miserably failed to discharge. The Court noticed that the defendant alleged that he had borrowed some amount from his commission agent and relative, but neither of them was examined to support his case. The financial capacity of the plaintiff was also upheld, holding that if the plaintiff was in a position to advance ₹6,80,000/— earlier, he could also advance ₹10,00,000/— as alleged.



13. The learned Appellate Court dealt with all contentions of the defendant in detail and found no merit in them. The appeal was accordingly dismissed and the judgment and decree of the trial Court were affirmed.

14. Feeling aggrieved by the concurrent findings of both the Courts below, defendant-appellant has preferred the present Regular Second Appeal.

### **Findings**

15. Having heard learned counsel for the appellant and having perused the judgments of both the Courts below as well as the evidence referred to therein, this Court finds that the findings recorded by the Courts below are based upon proper appreciation of evidence and do not suffer from any infirmity. The defendant has admitted his signatures on the disputed pronote and receipt as well as his photographs affixed thereon. Once execution of the pronote and receipt stands admitted, the entire onus was on the defendant to prove that the same were without consideration or were misused blank papers. Except for bald assertions, the defendant has failed to bring on record any reliable evidence to substantiate his plea.

16. Both the Courts below have rightly held that the defence of fraud and forgery is an afterthought and has no foundation. The testimony of attesting witnesses has supported the case of the plaintiff and the financial capacity of the plaintiff has also been established from the previous dealings between the parties. The argument that the Notary Public or Deed Writer was not examined has rightly been rejected as the pronote and receipt stood proved by cogent evidence.

17. This Court does not find any error or perversity in the concurrent findings of fact recorded by the Courts below. No ground is made out to interfere in exercise of second appellate jurisdiction.

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18. Consequently, finding no merit in the present appeal, the same is dismissed in limine, as no arguable points have been raised so as to warrant interference by this Court. The concurrent judgments and decrees passed by the Courts below are well reasoned, based on evidence and do not call for interference.

19. Pending application(s), if any, also stands disposed off.

September 10, 2025  
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**(MANDEEP PANNU)**  
**JUDGE**

Whether speaking/non-speaking : Speaking  
Whether reportable : Yes/No.