



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

**RSA-2738-2022 (O&M)
Date of Decision: 23.07.2026**

Tejpal @ Balli

..... Appellant

Versus

M/s Tara Chand, Through its Proprietor-Rajiv Kumar

..... Respondent

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present: Mr. Abhinav Sood, Advocate for
Mr. Vikram Singh, Advocate
for the appellant.

HARSH BUNGER J. (ORAL):

For convenience, the parties are being addressed as per their status in the original suit.

2. The present Regular Second Appeal has been filed by defendant-Tejpal @ Balli, challenging the judgment and decree dated 22.11.2016 passed by the learned Civil Judge (Jr. Divn.), Safidon; and also the judgment and decree dated 05.08.2022 passed by the learned District Judge, Jind.

3. Briefly, plaintiff (M/s Tara Chand) filed a suit for recovery of an amount of Rs.2,57,600/-.

3.1 The pleaded case of the plaintiff was that it is a proprietorship

firm and Sh. Rajiv Kumar S/o Sh. Om Parkash, was its sole proprietor. It is pleaded that plaintiff-firm was working as commission agents and they keep regular accounts books in their regular course of business and even the periodic returns and statements have been sent to the various Government Departments, as per law. It is the pleaded case of the plaintiff that on 06.05.2011, the defendant borrowed a sum of Rs.1,50,000/- from the plaintiff-firm, vide account pay cheque No.287636 dated 06.05.2011 drawn at Canara Bank, Safidon. It was stated that the defendant agreed to pay the borrowed amount with interest @ 2% Per Month and a Bahi entry for that borrowed amount was also made in the Bahi of plaintiff. It was averred that the defendant collected the amount of the said cheque from the account of the plaintiff on the same day and as per the statement of account for the period from 01.05.2011 up to 31.05.2011, the borrowed amount had been transferred into the account of the defendant.

3.2 It is the categoric case of the plaintiff that after the defendant borrowed the amount, he did not pay anything and till the filing of the suit, the total recoverable amount came to be Rs.2,57,600 i.e., principal amount of Rs.1,50,000/- and Rs.1,07,600/- as interest on the principal amount.

3.3 It was averred that despite serving of legal notice dated 25.03.2014 upon the defendant, he did not make any payment of the borrowed amount (along with interest). Accordingly, the suit for recovery was filed with the prayer that the plaintiff is entitled to get the future interest at the agreed rate of 2% per annum.

4. Upon notice being issued in the suit, the defendant appeared and filed his written statement and opposed the claim of the plaintiff.

4.1 It is the case of the defendant that he never borrowed any

amount from the plaintiff. It was stated that the defendant had sold his crops through the plaintiff-firm to various buyers for a total amount of Rs.2,16,056/-; however, the plaintiff did not issue 'J-Form' to the defendant nor paid any amount. It is submitted that the plaintiff has manipulated the transactions by creating a false due amount of Rs.1,50,000/- with a malafide intention to usurp the amount of Rs.2,16,056/- of the defendant. The other pleadings in the plaint were denied and prayer for dismissal of the suit was made.

5. From the pleadings of the parties, the following issues were framed:-

- “1. Whether the plaintiff is entitled for recovery as prayed for in the plaint? OPP*
- 2. Whether plaintiff has no cause of action to file the present suit? OPD*
- 3. Whether plaintiff has no locus standi to file the present suit? OPD*
- 4. Whether suit of the plaintiff is not maintainable? OPD*
- 5. Whether plaintiff has concealed true and material facts from the court? OPD*
- 6. Whether plaintiff is estopped from filing the present suit by way of his own act and conduct? OPD*
- 7. Whether suit of the plaintiff is bad for want of proper court fees? OPD*
- 8. Relief.”*

5.1 Thereafter, the parties to the suit led their respective evidence on the aforesaid issues.

6. The learned trial Court after considering the facts, pleadings as well as evidence available on record, decreed the suit for recovery of Rs.2,57,600/- along with future interest at the agreed rate of 2% Per Month, from the date of filing of the suit till the final realization, vide judgment and

decree dated 22.11.2016.

7. Feeling aggrieved, the present appellant (Tejpal @ Balli) preferred an appeal before the learned District Judge, Jind, which has been dismissed vide judgment and decree dated 05.08.2022.

8. In the aforementioned circumstances, the present Regular Second Appeal has been filed before this Court.

9. I have heard learned counsel for the appellant and perused the paper book with his able assistance.

10. In the present case, the suit for recovery filed by the respondent/plaintiff had been decreed by the trial Court, vide judgment and decree dated 22.11.2016. Thereafter, the judgment and decree dated 22.11.2016 passed by the learned trial Court has been further affirmed by the learned First Appellate Court, vide judgment and decree dated 05.08.2022, by holding as under:-

15. A suit for recovery of Rs. 1,50,000/- as principal amount and Rs.1,07,600/- as interest thereon was instituted by the plaintiff firm against the defendant that on 06.05.2011, defendant had borrowed a sum of Rs. 1,50,000/- from the plaintiff firm which had been given by way of payee cheque No. 287636 dated 06.05.2011 drawn at Canara Bank, Safidon and it was agreed that the borrowed amount shall be paid with interest @ 2% per month. Entry in the bahi book was also made in this regard on the same day. When the said loan amount was not repaid by the defendant despite requests on many occasions, legal notice dated 25.03.2014 through registered post was sent by the plaintiff to the defendant through his Advocate. Thereafter, the suit for recovery was instituted by the plaintiff firm.

16. The plaintiff in order to establish his claim has himself stepped in the witness box as PW1 and has reiterated his entire

version. He has proved E.xP1 which is a copy from the Bai maintained by the plaintiff firm. Entry in this regard i.e. Payment of Rs. 1,50,000/- by way of cheque at 2% interest rate is made therein. It has been objected on behalf of defendant that the entry appears to be ante dated and ante time since the words are written in a squeezed manner. The plaintiff has also proved copy of legal notice which was issued to defendant and that the same was sent by way of postal receipt which are on record as Ex.P3, Ex.P4 and Ex.P5. Copy of cheque in question which is dated 06.05.2011 is on record as Ex.P6 and the bank voucher regarding its deposit is Ex.P7. The corresponding withdrawal by way of bank voucher is Ex.P8. In order to substantiate this evidence i.e. Ex.P6 to Ex.P8, PW3 Suraj Bhan, Officer, Canara Bank, Safidon has stepped in the witness box and has proved the documents and categorically stated that amount of Rs. 1,50,000/- was transferred in the name of defendant from the account of plaintiff firm by way of cheque No.287636 and same was withdrawn on that very day. The copy of statement of account of plaintiff firm is Ex.P9 and that of defendant is Ex.P10. Another important document relied upon by plaintiff firm is the copy of Income Tax Return for the assessment year 2014-2015 which is Ex.PA which also mentions that an amount of Rs.1,50,000/- was given as loan to the defendant. The defendant has himself stepped in the witness box and at one point of time has admitted his signatures on the bank voucher Ex. P8 but later in the same breath, has expressed doubt as to whether the signatures are his or not.

17. The defendant by way of his pleadings as well as his statement in the Court has tried to beat around the bush by taking different pleas that plaintiff firm has misused the cheque book of defendant at the time of his bank account having been opened. As regards the said plea, it is not the case of plaintiff that the cheque was issued by the defendant. In the case in hand, cheque has been issued by the plaintiff firm. Another misplaced plea taken by defendant is that plaintiff firm had

excess cash in May, 2011 which it could not keep at his house and therefore, some of it had been deposited in the bank account of defendant. As regards this plea, there is no evidence. Moreover, it was not the question that cash amount had been deposited by the plaintiff firm in the bank account of defendant. Rather there was transfer of said amount by way of cheque from the account of plaintiff firm to that of defendant.

18. In a civil suit, the case is to be decided on the basis of preponderance of probabilities and plaintiff is not required to prove its case beyond shadow of reasonable doubt as the requirement of criminal law, for this sufficient evidence has been led by the plaintiff firm. It has also been proved by plaintiff firm that regular books of account during regular course of business had been maintained by them. Merely because there have been one or two instance where plaintiff firm has lent money, it cannot be said by the defendant that such a suit was not maintainable under the Money Lenders Act. Moreover, defendant himself has admitted that legal notice Ex.C5 was sent at his address., It is also the case of defendant that a panchayat had been convened by him but again there is no evidence in this regard on behalf of plaintiff. Moreover, the defendant has also not been able to explain as to how and why he has not questioned the transaction of transfer of sum of Rs. 1,50,000/- in his account and thereafter, withdrawal of the same if the said withdrawal was not made by him. Necessarily a complaint should have been made by him to the Bank Authorities in this regard if he was not aware of the said transaction or withdrawal has not been made by him.

19. In view of afore discussed, finding no illegality in the findings given by the Trial Court, thus the judgment and decree dated 22.11.2016 are upheld. Consequently, the present appeal is hereby dismissed with no order as to costs.....”

11. Having considered the matter and perused the records, I am of the considered view that there is sufficient evidence on record to show that

the appellant had borrowed money from respondent-plaintiff, which was in fact transferred to the account of appellant-defendant. Appellant has failed to show that he ever questioned the transfer of amount to his account by plaintiff nor he could explain as to on what account he had received the said amount. Plaintiff has duly proved his pleaded case.

12. Learned counsel for the appellant has failed to show as to how the findings returned by the learned Courts below are either illegal or perverse or based upon any misreading or misappreciation of evidence, which may call for interference by this Court. No question of law much less a substantial question of law arises for consideration before this Court.

13. Resultantly, the instant Regular Second Appeal is dismissed, being devoid of any merit.

14. All pending application(s), if any, shall also stand closed.

23.07.2026*Pd***(HARSH BUNGER)
JUDGE**

1. Whether speaking/reasoned : Yes/No
2. Whether reportable : Yes/No