



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

RSA-3058-2026(O&M)

DATE OF DECISION: 03.09.2026

Satbir Kaur

....Appellant

Versus

Sarva Haryana Gramin Bank and others

...Respondents

CORAM: HON'BLE MR. JUSTICE DEEPINDER SINGH NALWA

Present: Appellant in person with
Mr. Manish Gilhotra, Advocate, legal aid counsel.

DEEPINDER SINGH NALWA, J.

CM-11131-C-2026

Present application has been filed under Section 5 of Limitation Act, 1963, read with Section 151 of the Code of Civil Procedure, 1908, for condonation of 15 days' delay in filing the appeal.

In view of the reasons mentioned in the application, same is allowed as prayed for. Delay of 15 days in filing the appeal is condoned.

RSA No.3058 of 2026

1. The present Regular Second Appeal has been preferred by the appellant/defendant No.1 against the judgment and decree dated 29.05.2026 passed by the learned Additional District Judge, Kurukshetra (hereinafter referred to as the "Lower Appellate Court"), whereby the appeal filed against the judgment and decree dated 24.12.2024 passed by the learned Civil Judge (Junior Division), Pehowa (hereinafter referred to



as the “trial Court”) was dismissed and the judgment and decree passed by the trial Court was upheld.

2. The brief facts of the case are that the appellant/defendant No.1 had approached respondent No.1/plaintiff - Sarva Haryana Gramin Bank (hereinafter referred to as the “Bank”) for financial assistance of Rs.4,40,000/- Debt Swap, Rs.1,00,000/- and Rs.1,00,000/- Combo on 11.06.2018. The accounts were opened in the name of the appellant/defendant No.1. It transpires that the appellant/defendant No.1 had offered her land measuring 24 Kanals situated at Ismailpur in favour of respondent No.1/plaintiff-Bank. Thereafter, the appellant/defendant No.1 also applied for a loan of CC Limit for broom manufacturing under the name and style of Kajal Traders and obtained financial assistance of Rs.10,00,000/- on 15.10.2018 from respondent No.1/plaintiff-Bank. She again mortgaged the aforesaid land vide Rapat No.2 dated 11.10.2018 and a cash credit account was opened in the name of appellant/ defendant No.1. As the appellant/defendant No.1 did not fulfill the terms and conditions of the loan documents executed by the defendants at the time of advancement of the loan and stopped depositing the loan amount, respondent No.1/plaintiff-Bank filed a suit under Section 9 of the Code of Civil Procedure, 1908 (for short, ‘CPC’) for recovery of an amount of Rs.18,32,029/-, including interest upto 30.01.2020 and 31.03.2021, along with interest pendente lite and till realization along with other expenses. It was the case of respondent No.1/plaintiff-Bank that the defendants had failed to repay the loan amount as per the terms and conditions of the loan



documents, as such, the respondent No.1/plaintiff - Bank was entitled to recover the loan amount along with interest.

3. Upon notice, the appellant/defendant No.1 duly filed a written statement contesting the suit. It was the case of the appellant/defendant No.1 in the written statement that she had never applied for any loan on her own from the respondent No.1/plaintiff-Bank nor had mortgaged her land. It was her husband who had manipulated and applied for the loan from the Bank in connivance with the bank officials. It was also the case of the appellant/defendant No.1 that a criminal complaint had been filed against her husband, namely, Gagandeep Singh. It was also her case that loan documents had been forged by her husband and the loan amount had been received by him, which he had taken away and has gone abroad.

4. From the pleading of the parties, following issues were framed by the trial Court :-

1. Whether the plaintiff is entitled to a decree for recovery of total sum of Rs.18,32,029/- alongwith interest as agreed between plaintiff and defendant i.e. date of advancement of amount till realization as prayed for? OPP
2. Whether the plaintiff has no cause of action and locus standi to file the present suit? OPD.
3. Whether the suit of the plaintiff is bad for mis-joinder and non-joinder for the necessary party? OPD



4. Whether the plaintiff has not come to the Court with clean hands and has concealed true and material facts from the Court? OPD
5. Whether the suit of the plaintiff is not legally maintainable? OPD
6. Relief.

5. Respondents No.2 and 3/defendants No.2 and 3 did not appear before the trial Court and were proceeded ex parte vide orders dated 20.04.2023 and 08.09.2022, respectively, passed by the trial Court. Taking into consideration the evidence led by the parties, the trial Court vide judgment and decree dated 24.12.2024 decreed the suit in favour of the respondent No.1/plaintiff. As per the said judgment and decree, respondent No.1/plaintiff-Bank was held entitled to recover an amount of Rs.18,32,469/- along with agreed rate of interest between the parties, as per the bank norms, till realization from the defendants, who were held jointly and severally liable to pay the said amount within two months from the date of passing of the judgment and decree. A perusal of the judgment and decree dated 24.12.2024 passed by the trial Court would show that the appellant/defendant No.1 was examined as DW1 and tendered her affidavit Ex.DW1/A in evidence along with documents Ex.D1 to Ex.D5. She had identified her photograph affixed on Registry No.785 dated 08.10.2018 pertaining to the loan transaction and also identified her signatures on the abovesaid documents. She further admitted that she had taken the KCC loan and combo loan for manufacturing broom. She also admitted her signature and photograph on



the loan documents, mortgage deed and other documents. Besides this, the appellant/defendant No.1 had admitted having received the loan recovery notice issued by the Bank. No other defence witness was examined by the appellant/defendant No.1.

6. Aggrieved against the judgment and decree dated 24.12.2024 passed by the trial Court, the appellant/defendant No.1 preferred an appeal before the Lower Appellate Court. The said appeal was dismissed vide judgment and decree dated 29.05.2026, affirming the findings recorded by the trial Court. A perusal of the judgment and decree dated 29.05.2026 passed by the Lower Appellate Court would show that after taking into consideration the evidence led by the parties and also the fact that the loan amount was transferred in the account of appellant/defendant No.1 and later on loan amount was transferred steadily in other account, the Lower Appellate Court did not find any infirmity or illegality in the judgment and decree dated 24.12.2024 passed by the trial Court.

7. Aggrieved against the judgments and decrees passed by both the Courts below, the appellant/defendant No.1 has filed the present Regular Second Appeal.

8. The only contention raised by learned counsel appearing on behalf of the appellant/defendant No.1 is that the appellant/defendant No.1 had never taken any loan. Learned counsel submits that the husband of the appellant/defendant No.1, in connivance with the officials of respondent No.1/plaintiff-Bank, had prepared all the loan documents by forging her signatures and the entire loan amount had been received by her husband, who thereafter took away the amount and went abroad, as



such, she is not liable to pay the loan amount and judgments and decrees passed by the Courts below are liable to be set aside.

9. I have heard learned counsel for the appellant at length; perused the paper-book and have gone through the evidence led by the parties and the record placed before me.

10. In regard to the contention raised by learned counsel for the appellant/defendant No.1 is concerned, a perusal of the facts of the case would show that the appellant/defendant No.1 was examined as DW1 and tendered her affidavit Ex.DW1/A in evidence. In her deposition, appellant/defendant No.1 identified her photographs and admitted her signatures on all the bank documents. Even from the bank account, it is evident that the loan amount was transferred in the account of the appellant/defendant No.1 and were thereafter steadily withdrawn/transferred. The appellant/defendant No.1 has failed to establish, by cogent and reliable evidence, that the loan transactions were the result of any fraud committed by her husband. A mere allegation that the husband of the appellant/defendant No.1 was responsible for the transactions cannot, by itself, defeat the legitimate claim of respondent No.1/plaintiff-Bank. Any dispute between the borrower and her husband regarding the latter's conduct cannot absolve the appellant/defendant No.1 of her liability towards the Bank, particularly when she herself admitted her signatures and photographs on the relevant loan and mortgage documents.

11. Taking into consideration the abovesaid facts, evidence led by the parties and the admission made by the appellant/defendant No.1,



this Court finds no illegality in the concurrent findings recorded by both the Courts below. The judgments and decrees passed by the trial Court as well as the Lower Appellate Court are based upon proper appreciation of the evidence on record and do not warrant any interference by this Court.

12. Consequently, the present Regular Second Appeal, being devoid of any merit, is dismissed. No order as to costs.

13. Pending application(s), if any, shall also stand(s) disposed of.

03.09.2026

d.gulati

(DEEPINDER SINGH NALWA)
JUDGE

Whether speaking / reasoned :	Yes	No
Whether Reportable :	Yes	No