

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

**RSA No.2301 of 2011 (O&M)
Date of decision: 22.09.2015**

Baldev Singh

..... Appellant

versus

Datar Singh

.....Respondent

CORAM: Hon'ble Mr.Justice Kuldip Singh

Present: Mr.Swaran Singh Tiwana, Advocate for the appellant

- 1. Whether Reporters of Local Newspapers may be allowed to see the judgment ?*
- 2. To be referred to the Reporters or not ?*
- 3. Whether the judgment should be reported in the Digest?*

Kuldip Singh, J. (Oral)

Impugned in the present regular second appeal is the judgment and decree dated 21.2.2011, passed by the learned District Judge, Fatehgarh Sahib, affirming the judgment and decree dated 15.3.2010, passed by the learned Additional Civil Judge, Senior Division, Fatehgarh Sahib, vide which, suit of the plaintiff was decreed for recovery of Rs.64,250/-. 6% per annum future interest was also allowed.

The short controversy is that according to the plaintiff, defendant borrowed Rs.50,000/- from him on 2.8.2003, regarding which a pronote and receipt were executed. Defendant on the other hand, denied the execution of pronote and receipt.

Both the Courts below have found that the defendants had executed pronte and receipt and accordingly allowed the principal sum along with the interest.

I have heard learned counsel for the appellant and have also carefully gone through the file.

The plea of learned counsel for the appellant is that he had examined an expert to prove that his standard signatures do not tally with the disputed signatures on the pronote and receipt. However, the Courts below had relied upon the statement of the scribe and the attesting witness to hold that the defendant did sign the pronote and receipt. Learned counsel has further contended that a compromise Ex.DY was placed on file which shows that in February 2001, the compromise was effected between the parties before the police, in which, plaintiff had stated that he will claim the interest through the Court. Therefore, it is pleaded that this pronote is forged and fabricated.

I am of the view that the Ex.DY is not shown to be connected with the present pronote and receipt. Present pronote and receipt is held to be independent transaction. It has been so proved by the plaintiff, attesting witness and the scribe. The evidence of handwriting expert was rightly discarded as the science of handwriting is not a definite science. The findings of facts have been recorded by both the Courts below. No question of law much less substantial question of law arises.

Hence, the present regular second appeal stands dismissed.

In view of disposal of the appeal, all the pending applications also stand disposed of.

22.09.2015*gk***(Kuldip Singh)
Judge**