

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT
CHANDIGARH

RSA No.1250 of 2012 (O&M)
Date of Decision.01.09.2015

Naranjan Singh

.....Appellant

Versus

Parkash Chand

.....Respondent

Present: Mr. Manish Kumar Singla, Advocate
for the appellant.

CORAM:HON'BLE MR. JUSTICE K. KANNAN

1. Whether Reporters of local papers 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?

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K. KANNAN J. (ORAL)

1. The appeal is brought on what is clearly a pure question of fact of whether there had been an interpolation of letter '0' along side letter ₹ 7,000/-. The suit was for enforcement of a promissory note for recovery of ₹ 70,000/- with interest and the contention of the defendant was that it executed a promissory note but the recital as to consideration has been subsequently changed from ₹ 7,000/- to ₹ 70,000/-. The plaintiff examined himself and scribe and the defendant examined himself and an expert witness.

2. There are two parts of the promissory note which had been filed before the Court. The first recital is regarding receipt of ₹ 70,000/- and ₹ 35,000/- being half the amount and an unconditional undertaking to pay. The second part of the document is the receipt of ₹ 70,000/- which alongside the letters ₹ 70,000/- and half of amount is stated as ₹ 35,000/-. There is a reference in words as seven thousand in Gurmukhi

instead of ₹ 70,000/-. This was sought to be explained by the expert that the letter ₹ 7,000/- following the words “rupees seven thousand” has been subjected to interpolation by a letter '0'. He did not, however, make any mention about any modification or adding of '0' in the first part of the promissory note containing an unconditional undertaking or in the second part of the receipt where there were expressions of receipt of amount at ₹ 70,000/- and ₹ 35,000/- being half the amount. It is considered that the expert witness himself did not make a reference to any interpolation as having been made in the first part of the promissory note and the second part of the promissory note containing the numbers ₹ 70,000/- and ₹ 35,000/-. The Court found that the plea of interpolation as alleged to have been made cannot be accepted. The Appellate Court affirmed the judgment.

3. Learned counsel argues that in this case the scribe and the plaintiff alone were examined and one of the marginal witness has not been examined. He would also state that scribe would admit that he did not know Punjabi and hence, according to the appellant, the words “rupees seven thousand” could not have been written by him. The counsel would also state that when there was an expert version for the defendant's plea of interpolation, the plaintiff did not examine any expert nor did he file a rejoinder to the written statement or rebut the evidence being placed by the defendant. All these aspects of what the defendant would argue before me that one more witness could have been examined or the expert had stated that he did not know Punjabi would carry no conviction in situation where promissory note is itself in Punjabi and the names and words have been filled up at various places. I

cannot understand the context in which such a version has been elicited when it is nobody's case that it was in any other language than Punjabi. I can make no sense out of an answer elicited that the scribe did not know Punjabi when the promissory note itself is in Punjabi. I cannot also make an issue about the fact that the expert has given evidence in favour of the defendant, for, it is at all times known that a person who is brought as witness by a party is only expected to support his version and we have come by several situations when experts abdicate their important and solemn role as experts and behave like any other witness supporting the person who brings him without reference to any truth. The two Courts below have held that there is no interpolation. I have also examined and it does not seem like an interpolation at all, for, there would have been a cramping of letters if there was an interpolation. I can find that the letters ₹ 70000/- have been placed uniformly and I have no suspicion in my mind that this document is fabricated.

4. I confirm the judgments of the Courts below and dismiss the second appeal as involving no substantial question of law.

(K. KANNAN)
JUDGE

September 01, 2015
Pankaj*