

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

RSA No.5032 of 2013 (O&M)
Date of Decision.24.08.2015

Charanjit Singh alias Charanjit Ram

.....Appellant

Versus

Mohinder Singh

.....Respondent

Present: Mr. Inderjit Sharma, 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. Delay of 29 days in refiling and 16 days in filing the appeal is condoned.
2. The appeal is by the defendant against concurrent judgments of the trial Court and the Appellate Court granting a decree in favour of the plaintiff for the amounts sued upon on the basis of promissory note said to have been executed by the defendant. The defendant denied the execution of the promissory note and stated that he used to have dealings with the plaintiff who was a commission agent and ever since 2002-2003, there had been misunderstanding between them and he has not been having any dealings. The plaintiff had obtained signatures from the defendant at various times and the plaintiff has put to use the said signatures on blank papers to fill up recitals of promissory note. The plaintiff filed a replication denying such averments in the written statement and brought at the time of trial two witnesses apart from

himself. The witnesses spoke about the fact that amounts had been given to the defendant for his family needs and the defendant executed the promissory note after receiving the amounts. The trial Court had observed that apart from the bald denial of the defendant, nothing substantial had been elicited in the cross-examination of either the plaintiff or his witnesses. The Court also reasoned that it was inconceivable that the defendant could have entrusted with the plaintiff blank papers with his signatures. There was simply no reason for the defendant to have handed over to the plaintiff any such blank stamp papers. This judgment of the trial Court was affirmed in appeal. The Appellate Court has also dealt with several judgments relating to how if the promissory note is shown to have been executed with the recitals filled in there and the defendant subsequently signing up the documents, then the issue of consideration must be taken as a matter of presumption arising by virtue of Section 118 of the Negotiable Instruments Act. The Appellate Court has also observed that if the contention of the defendant were to be true that he did not execute the promissory note, he should have examined the handwriting expert. I will not go as far as to state that non-examination of the handwriting expert has any meaning. The signatures in the documents itself had not been denied by the defendant but he was only trying to explain that his signatures had been taken in blank stamp papers and the recitals had been filled up. In such a situation, the examination of handwriting expert could have carried no purpose. Further when there is a complete denial of the execution of the promissory note, the burden of proof is only on the plaintiff to establish the genuineness of the document. In this case such evidence

was available.

3. The decisions of the Courts below are in perfect conformity with the evidence and law and there is no scope for interference in the second appeal. There is no substantial question of law involved in the second appeal. The second appeal is dismissed.

(K. KANNAN)
JUDGE

August 24, 2015
Pankaj*