THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

(1) RSA No. 3704 of 2014 (O&M)
Date of decision: September 7, 2015

Samarjit Singh
...Appellant
Versus
M/s Hem Raj Kishori Lal
...Respondent

(2) RSA No. 3732 of 2014 (O&M)

Samarjit Singh
...Appellant
Versus
M/s Hem Raj Kishori Lal
...Respondent

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?**

Present: Mr. SK Singla, Advocate,
for the appellant.

K. KANNAN, J. (Oral)

CM No. 8545 C of 2014

For the reasons stated in the application, delay in re-filing the appeal is condoned.

Main case

1. This order shall dispose of the above tilted second appeals as they arise from the same set of facts.

2. Both these appeals are against the single decree granted in favour of the plaintiff. The trial court granted the decree for recovery only

from the date when loan was said to have been obtained. The defendant's appeal claimed complete adjustment of liability and pleaded for dismissal of the plaintiff's suit. The appeal filed by the defendant was dismissed and the appeal filed by the plaintiff was decreed to allow for interest even from the date of the alleged loan.

3. The plaintiff was relying on an entry found in the book of account maintained by him against the ledger entry in the name of the defendant, where the defendant had admitted to have signed beneath the credit entry of the plaintiff on 22.4.2003. The suit was filed on 20.4.2006 on the basis of such entry. The contention in defence was that the defendant used to have regular dealings with the plaintiff, who was a commission agent and the plaintiff had taken the defendant's signatures on blank papers and reduced the same for enforcement of the claim. The plaintiff relied on income tax returns where he had shown the loan as outstanding from the defendant, as amongst the several monetary transactions, as corroborative piece of evidence for proving the genuineness of the entry found in the *bahi*. The trial court accepted the plaintiff's case and rejected the defence. The first Appellate Court confirmed it with the modification in favour of the plaintiff by allowing for interest from the date when the loan was said to have been contracted.

4. Learned counsel appearing on behalf of the appellants states that the court was merely accepting unilateral entries of accounts maintained by the plaintiff without taking note of consideration of the circumstance that the plaintiff was in a domineering status to secure signatures of the defendant even on blank papers.

5. It would be extraordinarily difficult to displace the findings

recorded by the courts below which are essentially question of facts and if a person of full age and understanding is so indiscreet as to sign up papers at the bidding of other, he has to suffer the consequences for such indiscretion and the assistance of the court may not be possible. It is no longer possible to discern the truth than how the document speaks and how the conduct of the parties can allow for a court to make appropriate inferences. It will be too wild a statement to believe that an illiterate person will subscribe the signatures to any document that casts a liability and create a serious evidence against him. I shall not be able to modify the decision rendered by the lower Appellate Court, which is even justified in granting the decree from the date of the original loan, the moment it found that the plea of the defendant was not acceptable and that the plaintiff had proved the claim made in the suit. The interest is but a necessary consequence of the liability, unless there is a specific contract denying such interest, in the light of the practices in the trade and in the manner that Interest Act provides.

6. Both the second appeals are without merit and they are dismissed.

September 7, 2015 **(K.KANNAN)**
prem **JUDGE**