IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA No.5714 of 2014 (O&M)
Date of decision: 27.07.2015

Inderjit Singh

...........Appellant

Versus

Ramneek Kumar

...........Respondent

CORAM:HON'BLE MS. JUSTICE RITU BAHRI

Present: Mr. H.S. Dhandi, Advocate,
for the appellant.

Ritu Bahri, J.

Defendant-appellant has come up in regular second appeal against the judgments of concurrent findings of facts dated 05.08.2011 and 08.07.2014 passed by the Additional Civil Judge (Senior Division), Sunam and the Additional District Judge, Sangrur, respectively, whereby suit filed by the plaintiff-respondent has been decreed for recovery of Rs.3 lacs along with interest.

Ramneek Kumar-plaintiff (respondent herein) filed this suit alleging therein that defendant-Sukhdev Singh (father of present appellant-Inderjit Singh) had taken a loan of Rs.3 lacs from him with interest at the rate of 18% per annum on 20.07.2003 in the presence of witnesses and executed an agreement in this regard. However, he failed to repay the loan amount. Later on, borrower-Sukhdev Singh had died and his legal heirs had refused to repay the aforesaid loan. Hence, the present suit.

Upon notice, defendant-appellant filed written statement denying the contents of the plaint that defendant-Sukhdev Singh had ever taken a loan of Rs.3 lacs from the plaintiff. He denied his signatures on the alleged agreement. It was stated that the plaintiff and his father-Sohan Singh were running a Commission Agency at Sunam and Namol under the name and style of M/s Datta Sohan Trading Company, Commission Agents, at the Grain Market, Village Namol and Grain Market, Sunam, Tehsil Sunam, District Sangrur. Defendant-Sukhdev Singh, during his life time, had been selling his agricultural produce with the aforesaid firm i.e. M/s Sohan Trading Company. Plaintiff-Ramnik Kumar and his father-Sohan Lal used to deal with the defendant regarding selling of his crops. Plaintiff also worked for the business of Commission agent with his father at their shop M/s Datta Sohan Trading Company. They used to take signatures of Sukhdev Singh on blank and printed papers for sending the accounts to market committee. It was further stated that they had obtained the signatures of defendant-Sukhdev Singh fraudulently and thereafter, in connivance with the witnesses, they had prepared the alleged agreement. Hence, the defendant was not liable to pay the said amount and no notice was ever issued by the plaintiff to the defendant. It was further stated defendant-Sukhdev Singh had remained ill prior to his death for 4/5 years and he had never informed his son-Inderjit Singh about the said agreement.

From the pleadings of the parties, following issues were framed by the trial Court:-

1. Whether defendant has executed an agreement in favour of the plaintiff? OPP
2. Whether plaintiff is entitled to recover the amount as claimed? OPP
3. Whether suit of the plaintiff is not maintainable? OPD

4. Whether plaintiff has no locus standi and cause of action to file present suit? OPD
5. Whether the plaintiff has not come to the Court with clean hands? OPD
6. Whether the alleged agreement is forged and fabricated document? OPD
7. Relief.

Trial Court, after going through the evidence led by the parties, decreed the suit of plaintiff-respondent for recovery of Rs.3 lacs against the defendant-appellant with interest at the rate of 12% per annum from the date of loan till the date of decree and future interest at the rate of 6% per annum on principal amount of Rs.3 lacs. The lower appellate Court affirmed the findings of the trial Court and dismissed the appeal. Hence, this appeal.

The defendant-appellant did not lead any evidence to prove any fraud and forgery alleged to have been committed by the plaintiff in preparing the agreement in question. The defendant had failed to examine any expert witness to prove that the agreement (Ex.P1) did not bear the signatures of his father-Sukhdev Singh and it had been scribed on blank signed papers by the plaintiff-respondent. The plaintiff-respondent had made the deficiency of stamp duty good on the agreement (Ex.P1) by paying the penalty. The defendant-appellant did not summon any income tax returns or other account books to prove that the plaintiff was not capable to advance any loan to Sukhdev Singh. In the absence of any cogent and convincing evidence, mere denial that the agreement (Ex.P1) was on account of fraud and misrepresentation, would not lead to dismissal of suit for recovery.

After going through the impugned judgments, this Court is of the considered view that suit of the plaintiff-respondent has been rightly decreed by both the Courts below after appreciating the evidence in the right perspectively. No illegality, much less perversity, has been found in the impugned judgments, warranting interference by this Court.

No substantial question of law arises for consideration.

Dismissed.

(RITU BAHRI)
JUDGE

27.07.2015
ajp