

In the High Court of Punjab and Haryana at Chandigarh

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R.S.A. No.5877 of 2014 (O&M)

.....

Date of decision:18.3.2015

Surinder Singh

.....Appellant

v.

Surat Singh

.....Respondent

....

Coram : Hon'ble Mr. Justice Inderjit Singh

.....

Present: Mr. K.B. Raheja, Advocate for the appellant.

Mr. R.M. Sharma, Advocate for the respondent.

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Inderjit Singh, J.

This regular second appeal has been filed by the appellant-defendant aggrieved against the impugned judgment and decree dated 13.8.2014 passed by the learned District Judge, Sangrur, setting aside and reversing the impugned judgment and decree dated 11.5.2012 passed by the learned Civil Judge (Junior Division), Dhuri, vide which the suit of the plaintiff-respondent was dismissed. Vide the above judgment and decree, the learned first appellate Court has decreed the suit of the plaintiff for recovery of ₹25,000/- along with interest @12% per annum from the date of advancement of loan i.e. 7.4.2008 till the date of decree and with future interest @6% per annum on the principal amount from the date of decree till

realization of the decretal amount.

Notice of motion was issued in this case.

Mr. R.M. Sharma, learned counsel has put in appearance on behalf of the respondent-plaintiff. Lower Courts record have also been summoned.

I have heard learned counsel for the parties and have gone through the record.

The brief facts of case are that the plaintiff (respondent herein) filed suit for recovery of ₹29,166/- with the averments that the defendant borrowed ₹25,000/- on 7.4.2008 from him and executed a pronote and receipt in his favour in the presence of witnesses. The defendant agreed to pay interest @1.5% per month. The defendant did not repay the principal amount and interest till date despite repeated requests and notice dated 16.7.2009 was also issued.

On the other hand, the case of the defendant (appellant herein), as per written statement is that there are material alterations and additions in the pronote and receipt. It has been averred by the defendant that he borrowed ₹5,000/- from the plaintiff and the plaintiff obtained his signatures on some printed and blank papers and also obtained his photographs and residence address. The plaintiff might have used printed paper signed by him and had filed the suit on that fake document. The defendant never borrowed and received ₹25,000/- as alleged.

The plaintiff examined Mohinderpal Jindal as PW-1 and then appeared himself as PW-2 and closed his evidence. The plaintiff proved the

pronote and receipt and photo copy of entry in the register of Deed Writer Ex.P.3, site plan Ex.P.4, notice dated 16.7.2008 Ex.P.5, registered letter Ex.P.6, Jamabandi Ex.P.7.

On the other hand, the defendant examined Mohammed Ramzan as DW-1 and thereafter appeared himself as DW-2.

The learned Civil Judge (Junior Division), Dhuri, vide judgment and decree dated 11.5.2012 dismissed the suit. In the appeal filed by the plaintiff, the judgment and decree passed by the learned Civil Judge (Junior Division), Dhuri, were set aside and the appeal was accepted by the learned District Judge, Sangrur vide judgment and decree dated 13.8.2014.

From the perusal of the lower Courts records and after hearing learned counsel for the appellant, I find that the judgment and decree passed by the first appellate Court are correct as per evidence and law and do not require any interference from this Court. The defendant in the written statement has not denied specifically his signatures on the pronote and receipt. Rather, he stated that his signatures were obtained on printed and blank papers etc. There is no cogent evidence on record as to what material alterations and additions have been made in the pronote and receipt. I have seen the lower Courts record and the documents pronote and receipt. Nothing is there to show that any material alterations and additions have been made. Even the defendant has admitted the borrowing of loan of ₹5,000/-. It is for the defendant to show that he had borrowed ₹5,000/- and not ₹25,000/-. The version of the plaintiff has been duly supported by the documentary evidence and there is nothing on the record to show any

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material additions and alterations. It is nowhere mandatory to examine the attesting witness. The ground of examining one of the attesting witnesses by the defendant also does not show that the pronote and receipt are false and forged documents. The attesting witness Mohammed Ramzan while appearing as DW-1 has admitted his signatures on the receipt, which further supports and corroborates the version of the plaintiff. Further more, there is photograph of the defendant on the promissory note. DW-1 further admitted that he had put attestation on the promissory note and receipt at the instance of the defendant. So, in view of the evidence produced by the plaintiff and in view of the statement of DW-1 attesting witness of the receipt admitting his signatures on the receipt, which is further supported and corroborated by Scribe, I find that the findings given by learned District Judge (first appellate Court) are correct as per evidence and law.

Therefore, finding no merit in the present regular second appeal, the same is dismissed.

March 18, 2015.

(Inderjit Singh)
Judge

hsp