

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

RSA No. 1140 of 2016 (O&M)
Date of Decision : 15.03.2016

Santosh DeviAppellant

Versus

Joginder SinghRespondent

CORAM: HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. Sandeep Thakan, Advocate
for the appellant.

Surinder Gupta, J.

Plaintiff-Joginder Singh (respondent) filed suit for recovery of ₹88,600/- with the plea that Surender Singh son of Digh Ram, husband of defendant no. 1-Santosh Devi (appellant) and father of defendants no. 2 to 4, had borrowed a sum of ₹30,000/- from him on 08.02.2003. Accounts were settled on 08.02.2006 and Surender Singh agreed to pay a sum of ₹51,600/- alongwith interest @ 2% per month and a writing to this effect was executed and signed by him. Surender Singh died on 11.04.2008. Thereafter, plaintiff made request to defendants to repay the loan amount with interest but in vain, resulting in filing of suit.

2. The defendants contested claim of plaintiff *inter alia* pleading that Surender Singh had not taken any loan and they are not liable to pay any amount.

3. Relying on documentary and oral evidence, learned Additional Civil Judge (Senior Division), Charkhi Dadri, decreed the suit for recovery of ₹88,600/- with interest @ 9% per annum from the date of institution of suit till its realization. On appeal

by some of the defendants, decree was maintained with modification that *pendente lite* and future interest allowed was reduced from 9% to 6% per annum. Not satisfied, defendant no. 1-Santosh Devi filed the present appeal.

4. Learned counsel for the appellant has argued that claim of plaintiff is based on a *bahi* entry and writing dated 08.02.2006, which are not admissible in evidence. The loan was originally advanced on 08.02.2003 and suit was filed on 04.02.2009, as such, was barred by limitation.

5. On perusal of judgment of Court below I find that the Court has mainly relied on writing dated 08.02.2006 (Ex. P-1). This was written by Surender Singh himself on a *bahi* page. To prove handwriting of Surender Singh, plaintiff has examined handwriting and finger print expert, who gave his report (Ex. PW-3/A) with the observation that writing on Ex. P-1 is written by the same person who had written his signatures in the loan file with Bhiwani District Primary Cooperative Agricultural and Rural Development Bank Ltd., Branch, Charkhi Dadri. The claim of plaintiff is based on loan transaction with Surender Singh. The entry (Ex. P-1) was scribed in *bahi* by Surender Singh while acknowledging his debt towards plaintiff on 08.02.2006 and suit, which was filed on 04.02.2009, is not barred by limitation or is not based on mere entry in the account book. Even otherwise the testimony of plaintiff was found un-rebutted. The defendant-appellant did not produce any evidence to prove that writing (Ex. P-1) was not executed by Surender Singh.

6. In view of above facts and circumstances, I find no

legal or factual infirmity in the judgments of Courts below calling for any interference. No substantial question of law, requiring determination arises in this appeal, which has no merits.

Dismissed.

March 15, 2016
jk

(SURINDER GUPTA)
JUDGE