

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

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RSA No. 3814 of 2013

Date of Decision: 14.01.2016

Avtar Singh

.....APPELLANT

VERSUS

Shiv Karan

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

PRESENT: Mr. R.V.S.Chugh, Advocate,
for the appellant.

AUGUSTINE GEORGE MASIH, J (ORAL)

Challenge in this appeal is to the judgment and decree passed by the Additional Civil Judge (Senior Division), Budhlada dated 23.07.2012, whereby the suit of the respondent-plaintiff for recovery of ₹ 3,38,500/- inclusive of ₹ 2,20,000/- as principal amount and ₹ 1,18,500/- as interest, has been decreed only to the extent of ₹ 2,20,000/- as principal amount and ₹ 39,600/- as interest from the date of execution of the pronote dated 31.01.2005 till the date of filing of the suit, calculated at the rate of 6% per annum on the principal amount and also ₹ 59,400/- as *pendent lite* interest calculated at the rate of 6% per annum on the principal amount, future interest has also been granted at the rate of 6% per annum on the principal amount, appeal against which preferred by the appellant-defendant stands dismissed by the District Judge, Mansa on 27.02.2013.

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It is the contention of the learned counsel for the appellant that

as a matter of fact, no amount was taken as loan from the respondent-plaintiff rather the appellant-defendant had made the respondent-plaintiff to compensate the appellant-defendant because of supply of inferior quality of insecticides. It is with this grudge that the blank paper, which was got signed by the appellant-defendant, has been converted into pronote and used for recovery of the amount, which is alleged to have been given as loan to the appellant-defendant. He contends that the said pronote is a forged and fabricated document and, thus, cannot be made the basis for decreeing the suit. Counsel has pointed out that there are certain discrepancies in the statements of the witnesses, which also indicates that pronote was not executed by the appellant-defendant. Prayer has, thus, been made for setting aside the impugned judgments and decree passed by the Courts below.

3. I have considered the submissions made by the learned counsel for the appellant and with his able assistance, have gone through the impugned judgments but do not find any error in the same, which would call for interference by this Court.

4. The plea, which was taken by the appellant-defendant, was with regard to the document being forged and fabricated one. The signatures on the pronote are not disputed. The onus with regard to the document being forged and fabricated one was upon the appellant-defendant but no evidence has been led which would indicate such an act on the part of the respondent-plaintiff. The discrepancies also, which have been said to have crept in the statements of the witnesses of the plaintiff, are not of the nature which would be material but are minor which is because of the passage of time, the same cannot be made the basis for disbelieving their statements. The onus

having been primarily upon the appellant-defendant, who had alleged the pronote to be the result of forgery and fabrication and there being no evidence to that effect especially when the pronote has been duly proved to have been executed by the appellant-defendant, the findings, as recorded by the Courts below, cannot be faulted with.

5. There being concurrent findings recorded by the Courts below on the facts of the case, which have been found to be based on proper appreciation of the pleadings and the evidence produced by the parties, there is no illegality in the impugned judgments passed by the Courts below. Further, there is no substantial question of law in the present appeal, which requires consideration of this Court.

6. In view of the above, finding no merit in the present appeal, the same stands dismissed.

January 14, 2016
pj

(AUGUSTINE GEORGE MASIH)
JUDGE