IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

RSA No.4605 of 2016 (O&M)
Date of decision:28.09.2016

Chaman Singh ... Appellant

Vs.

The United Employee Co.Op. Urban (S.E)
T & C Society Ltd. & others ... Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present:- Mr. N.K.Malhotra, Advocate
for the appellant.

AMIT RAWAL J. (Oral)

C.M.No.11943-C of 2016

The deficiency of the Court fees, has been made good.

C.M. stands disposed of.

C.M.No.11944-C of 2016

For the reasons stated in the application, duly supported by an affidavit, delay of 51 days in re-filing the appeal is condoned.

C.M. stands disposed of.

RSA No.4605 of 2016 (O&M)

The appellant-defendant is aggrieved of the concurrent findings of facts and law, whereby, the suit for recovery of amount as claimed, has been decreed.

Mr. N.K.Malhotra, learned counsel appearing on behalf of the appellant-defendant submits that the suit *ex facie* was barred by law of limitation, for, as per the averments, the loan of ₹50,000/- was extended upto 20.06.2005, whereas, the suit has been filed on 22.07.2011. Even if the averments made in the plaint are accepted *vis-a-vis* last acknowledgment, i.e., deposit towards loan liability was on 29.08.2008. The defendant has denied the signatures on the documents and undertaking. The plaintiffs have failed to prove the averments, therefore, did not discharge the onus. Both the Courts below have not appreciated the aforementioned aspects, thus, there is illegality and perversity in the findings rendered by both the Courts below.

I have heard learned counsel for the appellant-defendant and appraised the judgments and decrees of both the Courts below.

No doubt, the appellant-defendant had denied the execution of the documents, but the fact remains that plaintiff brought on record the documents, i.e., application for statement of account, original bonds, undertaking agreement. As per the statement of accounts, ₹1,500/- per month was being deducted from the account of the appellant-defendant towards loan liability. Once the appellant-defendant had deposited a sum of ₹24,500/- till 29.08.2008, the assertion of denial of the signatures and obtaining loan amount stands demolished but the question which arises is whether the suit is within limitation or not. The aforementioned amount was to be paid in 48 installments and the last installment was paid in the month of June 2009, whereas suit has been filed on 22.07.2011, thus, it is within limitation. All these facts have been examined by the Lower Appellate

Court being the last Court of facts and law.

In view of the aforementioned observations, I do not intend to differ with the findings under challenge, much less, no substantial question of law arises for adjudication of the present appeal.

Accordingly, the present Regular Second Appeal stands dismissed. Consequently, the application for additional evidence is hereby rejected.

(AMIT RAWAL)
JUDGE

September 28, 2016
savita

Whether Speaking/Reasoned Yes/No

Whether Reportable Yes/No