

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

R.S.A.No.3997 of 2015 (O&M)

Date of Decision: May 09, 2016

Gurdev Kaur & others

...Appellants

Versus

M/s Babu Ram Jagdish Rai, Commission Agent, Main Bazar, Chowk No.2,
Jaitu & another

...Respondents

CORAM: HON'BLE MR.JUSTICE AMIT RAWAL, JUDGE

1. Whether Reporters of local papers may be allowed to see the judgment?
2. To be referred to the Reporters or not?
3. Whether the judgment should be reported in the Digest?

Present: Mr.Achin Gupta, Advocate,
for the appellants.

AMIT RAWAL, J. (Oral)

Appellant-defendants are aggrieved of the concurrent findings rendered by both the Courts below in partly decreeing the suit for recovery of sum of ₹1,01,782/- alongwith interest @ 12% per annum and future interest @ 6% per annum against the claim of ₹3,00,000/-.

Mr.Achin Gupta, learned counsel for the appellant-defendants submits that the suit was partly decreed by holding that the claim was made on the basis of the account books, which are not conclusive piece of evidence. Unless and until the negotiable documents or the Bahi entries are admissible under Section 34 of the Indian Evidence Act, the same are not conclusive piece of evidence. The signatures on the account books were not of the defendants. Plaintiff miserably failed to discharge the onus and, thus, substantial questions of law as culled out in the memorandum of appeal arise for determination. He, in support of his submission, relies upon the

judgment rendered by this Court in **M/s Ganesha Mal Nanak Chand Versus Chhinder Kaur and others, 2014 (3) PLR 476.**

I have heard the learned counsel for the appellant-defendants and appraised the paper book and of the view that in the instant case, the appellant-defendants have not been able to belie their signatures on the account books. Signatures on the account books have been acknowledged and the suit has been partly decreed by taking the date of acknowledgment as per the provisions of Section 18 of the Limitation Act. Once the defendants failed to discharge the onus in belying the signature, it is admission of same. The ratio decidendi, aforementioned, has been culled out on the basis of the fact that the entries in the account books regularly kept in course of business would be irrelevant unless and until it is qualified to be a 'bond' or a 'negotiable instrument'. In the aforementioned cited judgment, the Court did not ponder upon the said principle and decided the appeal as per the evidence brought on record. In the cited case also, the respondent denied the acknowledgment of the debt and as similar suit filed was based upon the account books and the entries forming basis of the suit reflected in the other suit and in these circumstances, the Court dismissed the suit of the plaintiff. However, in the instant case, it is not similar to the cited one.

For the foregoing reasons, I do not intend to differ with the findings rendered by both the Courts below. No substantial questions arises for determination.

The appeal is accordingly dismissed.

May 09, 2016
ramesh

(AMIT RAWAL)
JUDGE