

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

R.S.A. No.717 of 2016 (O&M)

Date of decision: 15.02.2016

Ranjan Vohra

...Appellant

Versus

Ritu Vohra

...Respondents

CORAM: HON'BLE MR.JUSTICE JITENDRA CHAUHAN

Present: Mr. Dhawaljeet Dutta, Advocate
for the appellant.

Jitendra Chauhan, J.

CM No.1965-C of 2016

Heard.

For the reasons contained in the application, the same is
allowed and delay of 282 days in filing the appeal is condoned.

Main Case

This regular second appeal is directed against the
judgment and decree dated 18.12.2014, passed by the learned
District Judge, Gurdaspur, (for short, the 'first Appellate Court')

whereby, the appeal filed by the appellant, against the judgment and decree dated 01.03.2013, passed by the learned Additional Civil Judge, Sr. Divn., Gurdaspur, (for short, the 'trial Court'), has been dismissed.

The facts of the case are that the respondent-plaintiff had filed the suit for recovery of Rs.19,60,000/- from the appellant-defendant in view of agreement dated 09.05.2005. As per the agreement, the respondent-plaintiff was entitled to receive Rs.19,60,000/- from appellant-defendant who was unauthorised and illegal beneficiary of M/s New Kissan Commission Shop, Dhaliwal.

The learned counsel contends that the agreement dated 09.05.2005 merely relates to the un-dated past transactions and with future settlement, which had not yet taken place between the parties. He further states that none of the attesting witnesses has been examined by the respondent and there are material contradictions in the statements of the appellant, PW-1 Prabh Dayal and PW-2 Paramjit Singh during cross-examination. Therefore, the judgments and decrees passed by the learned Courts below are liable to be set aside.

I have heard the learned counsel and perused the entire record on file.

The learned Courts below have passed the judgments and decrees after appraisal and appreciation of the oral as well as

documentary evidence. Ex.P1 is the agreement dated 09.05.2005, which bears the signature of the appellant along with the attesting witnesses namely Walaity Ram Bhandari and Subhash Chander, wherein the appellant had agreed to make the payment of Rs.19,60,000/- by 31.12.2005 and had also handed over the possession of five shops comprised in Khasra No.44, Khata/Khatoni NO.47/62 as security against the above-mentioned amount. The appellant himself admitted his signature over the alleged agreement and never examined any handwriting expert to disprove the signature on the same. Further, one of the attesting witnesses i.e.Waliyaty Ram Bhandari has since died on 17.01.2008 and his death certificate Ex.PX has been placed on record. Ex.P4 proves that a complaint case had been going on between the respondent and another witness namely Subhash Chander. The appellant could have examined one of these witnesses i.e. Subhash Chander, but he did not do so. PW-1 Prabh Dayal deed writer had scribed the agreement Ex.P1 at the behest of the appellant and in his statement he had submitted that the parties had appended their signatures after admitting the contents thereof. PW-2, the stamp vendor, Paramjit Singh, stamp vendor has also supported the case of the appellant. On the other hand, except the bald statement of the appellant with regard to the denial of the agreement, no cogent evidence was brought on record by him.

Therefore, once the signatures of the appellant stands admitted and duly proved on Ex.P1 which shows the liability of Rs.19,60,000/- towards the appellant, the appellant cannot deny to repay the said amount in terms of Ex.P1. In these circumstances, this Court finds no fault in the findings recorded by the learned Courts below.

On consideration, this Court finds that the contentions raised by the learned counsel have no merit. No evidence has been shown to have been ignored from consideration, nor there is any misreading of evidence. These are pure findings of fact. No question of law, much less substantial question of law arises in the present appeal. Hence, no interference is called for.

Dismissed.

15.02.2016

ashok

(JITENDRA CHAUHAN)
JUDGE