

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

**Regular Second Appeal No.3136 of 2014 (O&M)
Date of Decision: March 18, 2016.**

Balkar Singh

.....APPELLANT(s).

VERSUS

Sadhu Singh

.....RESPONDENT(s).

CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. A.S. Khinda, Advocate
for the appellant (s).

SURINDER GUPTA, J.

Heard.

2. This is second appeal against the judgment and decree passed by learned Civil Judge (Senior Division), Kapurthala, decreeing the suit of respondent-plaintiff for recovery of ₹2,60,000/- with interest @ 6% per annum from the date of execution of the pronote and receipt i.e. 28.01.2009, till actual realisation of the decretal amount.

3. Case of the plaintiff, in brief, is that defendant (now appellant) took a loan of ₹2,60,000/- from the plaintiff on 28.01.2009 and to secure repayment of the same, executed pronote and receipt in favour of plaintiff on the same day.

4. Defendant contested the claim of plaintiff with the averment that there were some previous dealings with the plaintiff regarding taking of loan

and in those dealings his signatures were taken on blank forms. He denied the execution of pronote and receipt with the plea that on that day, he had gone to Jalandhar Courts to appear in a criminal case pending against him and remained present there from morning till evening and on that day, another case under Section 138 of Negotiable Instruments Act was pending against his daughter, before Judicial Magistrate 1st Class, Jalandhar. In that case, his daughter could not appear on that day and he moved application through her counsel seeking her exemption from personal appearance.

5. On appraisal of evidence, learned Civil Judge (Senior Division) discarded the pleas taken by the defendant that his signatures were taken on blank forms. The appellant had rather denied his signatures on pronote and receipt and on comparison, learned lower Court found that the signatures on pronote and receipt were of defendant. Though the defendant had also admitted taking of loan from the plaintiff on previous occasions and signing of documents at his home but had denied the present transaction. The second plea raised by him that he was present in the Courts at Jalandhar on 28.01.2009 was also not proved as the appellant-defendant failed to produce on record copy of interim order passed in the criminal case showing his presence in the Court at Jalandhar. The application moved for seeking exemption of his daughter in a case under Section 138 of Negotiable Instruments Act, was also not bearing his signatures. No reason has been explained as to why he has withheld the copy of interim order dated 28.01.2009 or for his not signing the application seeking exemption of his daughter from appearance in the criminal case on that day.

signatures/thumb impressions were taken in previous loan transactions but he failed to divulge the details of the same.

7. Learned counsel for the appellant-defendant could not point out that the above findings of the Courts below are based on misreading of evidence or any document on record has been ignored by the Courts while appreciating the evidence.

8. On perusal of the record and judgments of the Courts below, I find no legal or factual infirmity therein calling for any interference.

9. No substantial question of law requiring determination arises in this appeal, which has no merits.

10. Dismissed.

March 18, 2016.
Sachin M.

(SURINDER GUPTA)
JUDGE