

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

**RSA-5033-2014 (O&M)
Date of decision: 02.02.2016**

Puran Singh

...Appellant(s)

Versus

Darshan Singh

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JITENDRA CHAUHAN

Present: Mr. Amardeep Sharma, Advocate,
for Mr. P.S. Khurana, Advocate,
for the appellant(s).

JITENDRA CHAUHAN, J.

The instant regular second appeal has been preferred against the judgment and decree dated 19.08.2008, passed by the learned Civil Judge (Junior Division), Rajpura (for short, 'the trial Court'), whereby, the suit of the plaintiff-appellant has been decreed; and judgment and decree dated 29.03.2014, passed by the learned Additional District Judge, Patiala (for short, the first Appellate Court), whereby, the appeal preferred by the plaintiff-appellant against the impugned judgment and decree dated 19.08.2008, of the trial Court, has been dismissed.

The brief conspectus of the case is that the sole

respondent/plaintiff, Darshan Singh had preferred a suit for recovery against appellant/defendant, Puran Singh, on the ground that the defendant had borrowed an amount of Rs.56,500/- from him on 03.01.2004 and in token thereof, had executed a pronote and receipt in his favour. The receipt as well as the pronote were thumb marked by the appellant/defendant to which he also agreed to pay interest @ 2% per month on the borrowed amount. Rs.7,345/- accrued as interest on the borrowed amount from 03.01.2004 to 16.07.2004. The recovery of the aforesaid amount is the subject matter of the suit.

The appellant/defendant had put up a contest before the learned trial Court when the suit was set in motion. He averred through his written statement that he was an employee with the plaintiff who had obtained his thumb mark on certain paper during the course of employment and same have been converted into receipt and pronote.

After framing of issues, plaintiff examined PW1, Gurmit Singh, the deed writer, who deposed that he has seen the original pronote and receipt dated 03.01.2004, executed by him at the instance of Puran Singh, appellant/defendant in favour of plaintiff Darshan Singh, for a sum of Rs.56,500/- along with interest @ 2% per month, in the presence of witnesses Nachhatar Singh Sarpanch and Jaswant Singh, both residents of Village Haryoan. He has further stated that after the contents of the deed were read over to Puran Singh, he thumb

marked the same in the presence of the above witnesses, who had also put their signatures on the pronote and receipt dated 03.01.2004. This witness has also stated that the defendant, Puran Singh had put his thumb impression on the register maintained by him at serial No.16. The two witnesses had also put up their signatures thereupon.

Jaswant Singh, PW3, who was the witness to the pronote and the receipt had corroborated the above facts through his affidavit Ex.PW3/A.

In order to prove the thumb impression on the pronote and receipt, Handwring and Fingerprint Expert, Navdeep Gupta, PW4, tendered his affidavit as Ex.PW4/A and proved report Ex.PW4/1 accompanied with photographic charge Ex.PW4/2 to Ex.PW4/7 along with negatives. Besides, the plaintiff, Darshan Singh has appeared as his own witness as PW2 and reiterated the averments of the plaint in toto.

The learned trial Court, vide its judgment dated 19.08.2008, allowed the suit after considering the evidence led, and also held the respondent/plaintiff, Darshan Singh, entitled to interest @ 12% per annum from the date of execution of the pronote and receipt till the date of decree and further interest at the rate of 6% per annum from the date of decree till actual realization and decreed the suit for recovery in favour of the plaintiff.

Appellant/defendant, Puran Singh, went in appeal before the learned first Appellate Court challenging the decisions of learned trial Court and the same was dismissed being meritless vide impugned judgment dated 29.03.2014.

Aggrieved by both the judgments of the Courts below, the defendant filed this regular second appeal No.5033 of 2014.

The plaintiff filed suit for recovery of Rs. 56,500/- from the defendant on the ground that the amount was advanced to the defendant as loan on 03.01.2004. The plaintiff relied upon the pronote and the receipt in his favour wherein, the defendant had put up his thumb impression after execution of the same. It was averred that the defendant agreed to pay interest @ 2% per month on the borrowed amount. The amount of interest w.e.f. 03.01.2004 to 16.07.2004 came to be Rs. 7345/-. When the plaintiff asked the defendant to repay the said amount, the latter refused to do so. The trial Court, vide impugned judgment and decree dated 19.08.2008, decreed the suit of the plaintiff with costs.

This is how the appellant/defendant has travelled to this Court seeking redressal of his grievance challenging the decisions of learned Courts below. Though, the instant second appeal was filed in September, 2014, but notice in the appeal is yet to be issued. The learned counsel for the appellant has stated that the pronote and receipt

were forged by the plaintiff/respondent being the employer. However, he does not refer to any document or circumstance to show that evidence produced by the plaintiff cannot be relied upon or suffers from any defect. In fact, the learned counsel has just repeated the submissions advanced before the learned Courts below, which does not inspire any confidence.

No question of law, much less substantial question of law arises in the present appeal. Hence, no interference is called for.

Dismissed in limine.

02.02.2016

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(JITENDRA CHAUHAN)
JUDGE