

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

119

RSA No.925 of 2016 (O&M)

Date of decision: 04.12.2017

Surjit Singh

..... Appellant

Versus

Sham Sunder and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present:- Mr. Kartik Gupta, Advocate
for the appellant.

ANIL KSHETARPAL, J. (ORAL)

CM-2532-C-2016

Delay of 95 days in re-filing the appeal is condoned for the reasons given in the application which is supported by an affidavit.

Application is allowed.

Main Case

Defendant-appellant is in regular second appeal against the concurrent finding of facts arrived at by both the Courts below decreeing the suit for recovery of Rs.3,70,000/-.

Plaintiff had pleaded that plaintiff and defendant No.1 had jointly purchased a truck. Defendant No.2 who is wife of defendant No.1 was also a partner. Thereafter, defendant became dishonest and shifted to State of Uttar Pradesh. It is further pleaded that defendants did not pay any amount to the plaintiff.

It was further pleaded by the plaintiff that on a complaint made

by the plaintiff when action was sought to be taken, defendants agreed to pay a sum of Rs.3,30,000/- and executed an agreement on 21.06.2005. On the other hand, defendants submitted that their signatures were taken on the blank papers.

Both the Courts below after appreciating the evidence available on the file decreed the suit filed by the plaintiff.

I have heard learned counsel for the appellant at length and with his able assistance gone through the judgments passed by the Courts below.

Learned counsel for the appellant has drawn attention of the Court to the cross-examination of Kuldeep Arora PW-2 which reads as under:-

“It is correct that all the signatures were obtained on the backside of the papers. On the front portion of the writing no signatures was obtained. This document was scribed in Canteen of Mini Secretariat. It is correct that Tehsil office is at a walking distance of 5 minutes from Mini Secretariat.”

He submits that it is proved on the file from this statement that the signatures of the defendant-appellant were taken on the blank papers. A careful reading of the statement does not prove such fact. All what Mr. Kuldeep Arora has stated that the signatures were obtained on the back side of the paper. He has stated that on the front portion, there is a writing and on the back page, the signatures were taken. From this statement, it cannot be inferred that the signatures were taken on the blank papers.

Both the Courts have concurrently found that the parties have jointly purchased the truck. Both the Courts have also found that the defendants after purchasing the truck jointly with the plaintiff, shifted

dishonestly to State of Uttar Pradesh.

Taking into consideration the aforesaid finding of fact which is not shown to be erroneous, this Court does not find any good ground to interfere with the concurrent finding of fact arrived at by the Courts below.

Appeal is dismissed.

04.12.2017
Dinesh Bansal

(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned	Yes / No
Whether Reportable	Yes / No