

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

RSA No.2429 of 2012

Date of Decision : 18.05.2018

Ravi Motors through its partner Ravi Parkash Goel

.....Appellant

Versus

Mohan Singh

..... Respondent

CORAM: HON'BLE MR. JUSTICE ARUN PALLI

Present: Mr.Gaurav Sethi, Advocate for the appellant.
Mr. S.M.Sharma, Advocate for the respondent.

ARUN PALLI, J. (Oral)

Suit filed by the appellant/plaintiff was dismissed by the trial Court vide judgment and decree dated 9.9.2010. As even the appeal preferred against the said decree failed and was dismissed on 30.11.2010, the appellant/plaintiff is in Regular Second Appeal before this Court. Parties to the lis, hereinafter, shall be referred to by their original positions in the suit.

The plaintiff filed a suit for recovery of Rs.37,788/- along with interest at the rate of 2% per month on the basis of pronote and receipt dated 11.05.2005, and also for mandatory injunction directing the defendant to deliver the insurance policy of Maruti Car 800 to the plaintiff.

On a consideration of the matter in issue and the evidence on record both the Courts concurrently concluded that onus to prove that the plaintiff had actually lent any amount to the defendant was upon the plaintiff, which he failed to discharge. To prove his case, plaintiff appeared as his own witness (PW-3), and also examined the attesting witnesses of the pronote and receipt namely Rukma Nand (PW-4) and Anu Goel (PW2). Although, the plaintiff in his affidavit Ex.PW3/A, affirmed that a sum of Rs.37,788/- were borrowed by the defendant, but conceded in his cross-examination that no amount in cash was ever paid by him. An analysis of the pronote and receipt dated 11.05.2005, Ex.P1 and Ex.P2, also showed that the names of the witness i.e. Rukma Nand and Anu Goel, were written in different ink, pen and hand-writing. Further, plaintiff failed to prove as to who scribed the pronote and receipt. Rather, evidently, the names of the witnesses upon these documents were written later on. The signatures of defendant Mohan Singh were not appended across the revenue stamp affixed upon the receipt Ex.P2. Thus, possibility of his signatures having been obtained on a blank pronote and the affixation of the revenue stamp later on could not be ruled out. Not just that, Anu Goel, one of the attesting witness, happened to be the wife of Ravi Parkash, proprietor of the plaintiff firm, and she too was a partner in the firm. Thus, she was an interested witness. Still further, in the notice issued by the plaintiff to the defendant, prior to the institution of the suit, the alleged pronote and

receipt were not even referred to. Thus, it appeared that plaintiff had forged the pronote and the receipt. On being pointedly asked, learned counsel for the appellant could not refer to anything on record to show if the conclusion arrived at by both the Courts were either contrary to the record or suffered from any material illegality.

No question of law, much less any substantial question of law, arises for consideration in the present appeal. The same being devoid of merit is accordingly, dismissed.

18.05.2018

Manoj Bhutani

(ARUN PALLI)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No