

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

**RSA No.2028 of 2013 (O&M)
Date of Decision : 14.05.2018**

Dalip Singh

.....Appellant

Versus

Joginder Singh

..... Respondent

CORAM: HON'BLE MR. JUSTICE ARUN PALLI

Present: Mr. B.D.Sharma, Advocate for the appellant.
Mr. Ranjeet Jaswal, Advocate for the respondent.

ARUN PALLI, J. (Oral)

Suit filed by the plaintiff was decreed by the trial Court vide judgment and decree dated 11.01.2012, as even the appeal preferred against the said decree failed and was dismissed on 2.1.2013. The defendant is in Regular Second Appeal. 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.1,65,000/- i.e. Rs.1,20,000/- towards principal and Rs. 45,000/- on account of interest at the rate of 12.5% per annum. In brief, the case set out by the plaintiff was that defendant borrowed a sum of Rs. 1,20,000/- from the plaintiff in cash and executed a pronote and receipt in his favour which was scribed by Navneet Manchanda, Document Writer. The amount was borrowed

by the defendant for domestic purpose in the presence of two witnesses namely Gurdev Singh son of Joga Singh and Mehal Singh Nambardar of Wara Kali Raun. The defendant agreed to re-pay the amount with interest @ 2% per month but as he postponed the matter on one pretext or the other, and failed to re-pay the loan, thus the suit.

In defence, it was pleaded that neither did the defendant borrowed any amount from the plaintiff nor executed any pronote and receipt. In fact he had obtained a sum of Rs.10,000/- from the plaintiff, which he returned after harvesting rabi crop in 2006.

On a consideration of the matter in issue and the evidence on record both the Courts concurrently concluded that the execution of the pronote as also the receipt was duly proved. For, the plaintiff not only appeared as his own witness and substantiate his claim, but also examined the marginal witnesses i.e. Gurdev Singh (PW-3) and Mehal Singh (PW-1), of the pronote and receipt. Scribe Navneet Manchanda (PW-4), was also examined who proved the execution of the documents in his deposition. The plea that the pronote as also the receipt were forged and ante dated, remained unsubstantiated for lack of cogent evidence. The defendant never examined any expert to prove that document Ex.P1 and Ex.P2 did not bear his signature. The provisions of Section 118(a) of the Negotiable Instruments Act, postulates that once the execution of the document was proved, it carried a presumption that the same was executed for a consideration. No evidence was led to rebut

the said presumption. That being so, the only and the inevitable conclusion that could be reached: the suit filed by the plaintiff was required to be decreed. 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.

14.05.2018

Manoj Bhutani

(ARUN PALLI)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No