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

RSA No.2283 of 2015
Date of decision:29.05.2018

Dharam Singh and another ... Appellants

Vs.

State Bank of India ... Respondent

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present:- Mr. G.S.Jagpal, Advocate
for the appellants.

AMIT RAWAL J. (Oral)

The appellant-defendants have not been successful in defending the suit seeking recovery of ₹8,21,430/- alongwith interest @ 9% per annum on the principal amount w.e.f. 5.5.2011 till passing of the decree, i.e. 20.02.2014 and 6% interest till date of realization.

The suit was filed by the Bank on the premise that appellant-defendants had taken facility of loan, i.e., housing loan to the extent of ₹4,00,000/- for construction of house and in lieu thereof, had given the collateral security of title deed of the house bearing No.944, measuring 120 square yards situated at Shaheed Bhagat Singh Nagar, Street No.8, Dhandran Road, Ludhiana and in this regard, also executed various security documents. The defendants were required to pay equal installments of ₹4392/- plus interest but failed to pay the same, thus, necessity arose to file the suit.

The suit was contested by the defendants by admitting availment of loan liability but contested the suit on the premise that signatures were obtained on the blank papers. On the preponderance of evidence, the trial Court decreed the suit and the appeal laid by the appellant-defendants before the Lower Appellate Court was dismissed.

Learned counsel for the appellant-defendants submits that Bank had not reflected the entries qua payment of loan and therefore, due to lapse on its part, the account had become irregular. There was no default on the part of the appellant-defendants. The Bank while extending the loan, is in habit of obtaining the signatures on the un-filled formats without apprising the loanee, thus, findings of both the Courts below suffer from illegality and perversity. Even the officer, who appeared in the witness box did not have valid authority.

I have heard the learned counsel for the appellant-defendants, appraised the judgments and decrees of the Courts below and of the view that there is no force and merit in the submissions of Mr. Jagpal.

The suit was decreed on the basis of documentary evidence, for, the appellant-defendants had not denied the signatures on the previous documents and extension of loan account. It was obligatory upon the defendants to point out with regard to irregularity in maintenance of the loan account at the behest of the Bank. Having failed to do so, the Bank had discharged the onus by placing on record the various documents, resulting into decretal of the suit.

The concurrent findings of facts and law, in my view, do not warrant any interference nor involvement of any substantial question of law.

No other argument has been raised.

The appeal stands dismissed.

(AMIT RAWAL)
JUDGE

May 29, 2018
savita

Whether Speaking/Reasoned Yes/No

Whether Reportable Yes/No