

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

RSA No.5393 of 2016 (O&M)

Date of decision : 31.07.2018

Rajinder Singh

...Appellant

Versus

Sukhjinder Singh

...Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. M.S. Longia, Advocate for the appellant.

ANIL KSHETARPAL, J. (ORAL)

CM No.14030-C of 2016

Application is allowed.

Deficiency in the Court fees has already been made good.

Main Case

On 16.05.2018, this Court had granted the opportunity to the appellant to deposit the amount alongwith interest @ 6% p.a.. The order dated 16.05.2018 is extracted as under:-

“Learned counsel for the appellant submits that the rate of interest awarded by the Court is excessive and the appellant is ready to deposit the amount decreed along with 6% interest from the date of decree till the date of deposit.

On such deposit before the learned trial Court and production of receipt, office would issue notice to the respondent for 27.07.2018.”

Learned counsel for the appellant has submitted that his client is not responding to the communication sent to him.

Keeping in view the aforesaid fact, this Court has heard the learned counsel for the defendant-appellant.

Defendant-appellant is in the Regular Second Appeal against the concurrent findings of fact arrived at by both the Courts below while decreeing the suit for recovery of ₹70,000/- alongwith future rate of interest at the rate of 12% p.a..

The defendant pleaded that he had purchased a Scooter and got it financed from Panj Koha Finance Company. His signatures were taken on the blank papers. The defendant also pleaded that he has also filed a suit for return of the cheques.

Both the Courts after examining the evidence have recorded the finding that the pronote and receipt are proved. The First Appellate Court has further noticed that the defendant has stated that he does not know when he signed the pronote and receipt, although he has stated that he has returned the amount. Keeping in view that the signatures on the pronote and receipt are admitted and pronote is a negotiable instrument which has been proved on file, this Court does not find any good ground to interfere with the concurrent findings of fact arrived at by both the Courts below on appreciation of the evidence.

Still further, as per Section 118 of the Negotiable Instruments Act, 1881, Negotiable instrument has various presumptions and onus to rebut those presumptions is on the defendant. However, the defendant has failed to rebut the presumptions which are available in favour of the

negotiable instrument holder.

In view thereof, there is no ground to interfere.

Regular Second Appeal is dismissed.

All the pending miscellaneous applications, if any, are disposed of, in view of the abovesaid judgment.

31.07.2018

Pawan

**(ANIL KSHETARPAL)
JUDGE**

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No