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

Date of decision : 18.12.2018

1. **RSA-1731-2017 (O&M)**

Jagir Singh and another

... Appellants

Versus

Allahabad Bank and others

... Respondents

2. **RSA-3156-2017 (O&M)**

Jagir Singh and another

... Appellants

Versus

Allahabad Bank and others

... Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. G.S. Nagra, Advocate
for the appellants.

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AMIT RAWAL, J.

CM-4165-C-2017 in RSA-1731-2017

For the reasons stated in the application, the legal representatives of Hardev Singh/respondent No.3 are permitted to be brought on record.

CM stands disposed of.

MAIN CASES

This order of mine shall dispose of two regular second appeals bearing ***RSA No.1731 of 2017*** titled as ***"Jagir Singh and another V/s***

Allahabad Bank and others" and ***RSA No.3156 of 2017*** titled as ***"Jagir Singh and another V/s Allahabad Bank and others"*** filed at the instance of the appellants-defendants No.3 and 4, against the judgment and decree of the lower Appellate Court, wherein, the suit for recovery of ₹4,64,047/- along with interest pendente lite and future interest @ 17.30% per annum and 10% per annum on Green Card Loan plus 2% Penal Interest, has been decreed.

Hardev Singh had obtained the loan from the respondent-plaintiff-Bank and had mortgaged his land, whereas the appellants stood as guarantors. In view of default, the bank had filed the aforementioned suit. During the pendency of the suit, Hardev Singh had died. The trial Court dismissed the suit qua Hardev Singh having been abated. However, the lower Appellate Court reversed the findings as per the amended provisions of Order 22 of CPC.

Learned counsel for the appellants-defendants submitted that during the pendency of the suit, Hardev Singh, had exchanged the land with Gurlab Singh and thereafter, he had transferred his share to Surjit Singh, who was also represented by his son as defendant No.2. The Bank should not recover the amount against the guarantors, instead proceed against the property belonging to Hardev Singh, now vested with the Surjit Singh.

I am afraid the aforementioned argument is not sustainable as the liability of the principal borrower and the guarantors is co-extensive. If there was some fraudulent transfers, the Executing Court can always take the notice of the provisions of Section 53 of the Transfer of Property Act.

In this view of the matter, there cannot be any illegality or perversity in the judgments and decrees of the Courts below, much less, no substantial question of law arises for determination.

Resultantly, the regular second appeals are dismissed.

18.12.2018 **(AMIT RAWAL)**
Yogesh Sharma **JUDGE**

✓
Whether speaking/reasoned **Yes/ No**
✓
Whether Reportable **Yes/ No**