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

RSA No.1069 of 2019 (O&M)
Date of decision: 06.11.2019

Karan Singh

.......Appellant

versus

M/s Moman Ram Satish Kumar

......Respondent

CORAM: HON'BLE MR. JUSTICE RAMENDRA JAIN

Present: - Mr. Parminder Singh, Advocate, for the appellant.

RAMENDRA JAIN, J. (ORAL)

Through this Regular Second Appeal, defendant has assailed judgment and decree of the lower appellate Court dated 01.12.2018, whereby suit of respondent-plaintiff against him for recovery was partly decreed for recovery of ₹1,42,831/- along with interest @ 6% per annum from the date of its filing till actual realization, thereby setting aside judgment and decree of the trial Court dated 13.04.2015, dismissing his suit.

Briefly, respondent filed a suit for recovery of ₹4,04,800/- against the appellant-defendant, pleading that he used to borrow money from him for his domestic and agricultural pursuits and repay the same by selling his agricultural produce. On 26.03.2011, a sum of ₹4,04,800/- was due towards appellant-defendant, which he did not repay, nor brought his agricultural produce to adjust the aforesaid due amount.

Upon notice, appellant contested the suit.

Trial Court after holding trial, dismissed the suit vide judgment and decree dated 13.04.2015.

Being aggrieved, respondent approached the lower appellate Court, who vide impugned judgment and decree dated 01.12.2018 partly decreed suit of the respondent, in the manner as narrated above in the opening part of the judgment.

Learned counsel for the appellant *inter alia* contends that lower appellate Court failed to appreciate that respondent-plaintiff could not narrate entire transaction between the parties. Respondent was not having a money-lending license. Therefore, his suit for recovery could not have been decreed.

Having given thoughtful consideration to the above submissions, this Court finds the instant appeal completely devoid of any merit for the reasons to follow.

Appellant as DW1 in his cross-examination accepted *'bahi'* entries of the respondent-firm. Even in his written statement he admitted that he had appended his signatures, whenever borrowed money from the respondent. Admission is the best proof. Therefore, when appellant himself admitted his liability to pay balance amount entered in the account books of respondent-plaintiff, suit of the respondent has rightly been decreed by the lower appellate Court.

As far as obtaining of money-lending license is concerned, same was not mandatory in the present case inasmuch as relationship between the parties is not of moneylender and borrower. Appellant was the customer of respondent. He used to sell his agricultural produce to the respondent. Thus, there was fiduciary relationship between the parties under which appellant used to take some advance to meet his domestic and agricultural needs against adjustment from sale proceeds of his agricultural produce.

Perusal of impugned judgment shows that the lower appellate Court erred in not granting interest for three years, which could have been granted to the respondent-plaintiff.

I have gone through the impugned judgment and decree and find no illegality or perversity in the same.

No question of law much less substantial has been raised in this appeal. Hence, same is held not maintainable.

Dismissed.

(Ramendra Jain)
Judge

November 06, 2019
R.S.

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No