IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

269 RSA-3396-2013 (O&M)

Date of decision: 15.10.2019

ANOOP SINGH ... Appellant

Versus

M/S SEHRAWAT INDIA PVT. LTD ... Respondent

CORAM: HON'BLE MRS. JUSTICE REKHA MITTAL

Present : Mr. Saurabh Dalal, Advocate for the appellant.
Mr. Abhimanyu Kalsy, Advocate for the respondent.

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REKHA MITTAL, J. (Oral)

Challenge in the present appeal has been directed against concurrent findings recorded by the Courts whereby suit for recovery of Rs.3,87,000/- was decreed by the trial Court to the following effect:-

> In view of my findings given hereinabove on various issues the suit of the plaintiff is, therefore, decreed with costs. A decree for recovery of Rs.3,87,000/- (Rs.2,25,000 + Rs.1,62,000 as interest) is passed in favour of plaintiff and against the defendant. The future interest shall be payable @ 8% from the date of filing of suit till its realization. The defendant is given four months time to make payment of the decretal amount.

The defendant/appellant filed the appeal whereby the decree was modified to the extent that respondent shall be entitle to pendente lite and future interest @ 12% per annum from the date of issuance of cheque till realization together with costs. The appellate Court, in para 20 of the judgment has noticed, quoted thus:-

> No doubt, the defendant-appellant Anoop Singh appeared in the witness box as DW-1, who has tendered his affidavit Ex.DW1/A wherein he has solemnly affirmed and declared that infact the plaintiff-respondent had borrowed as sum of Rs.2,00,000/- along with Rs.25,000/- as interest and the same was returned after six months along with interest at the rate of 1% per month but the defendant-appellant Anoop

Singh has admitted in his cross examination that their used to be money transactions between them. He has also admitted about availing of loan amount from the plaintiff respondent. He has also admitted that he had repaid the loan amount and has further admitted that the said cheque was dishonored vide memo Ex.PW1/E. He has also admitted that an amount of Rs.2,25,000/- has been withdrawn from the account of M/s Sherawat India i.e. plaintiff-respondent. However, the defendant-appellant has taken the objection that the said amount was repaid by him in the presence of Dilawar Singh, Thekedar but there is nothing on the file in order to arrive at the conclusion that the said amount was repaid by the defendant-appellant rather it has been conclusively proved on the file that the defendant-appellant availed a sum of Rs.2,25,000/- from the plaintiff-appellant which was withdrawn vide cheque Ex.PW1/A and the said amount was duly credited in the account of the defendant-appellant as shown in statement of account Ex.PW1/B. It has also come in evidence that in order to repay the loan amount, the defendant-appellant issued cheque Ex.PW1/D in the sum of Rs.2,25,000/- dated 19.01.1998, the same was dishonored vide memo Ex.PW1/E. Therefore, it has been duly proved that an amount of Rs.2,25,000/- which was received by the defendant-appellant remained unpaid and the said amount was still outstanding against the defendant-appellant.

Counsel for the appellant has failed to advance any meaningful arguments to assail factual findings recorded by the appellate Court, extracted hereinbefore. As such, there is no scope for interference in concurrent findings of the Courts with regard to appellant having taken loan of Rs.2,25,000/- and his liability to repay the said amount along with interest.

The appellate Court has awarded interest @ 12% per annum from the date of issuance of cheque dated 19.01.1998 till realisation of the cheque amount of Rs.2,25,000/-. Grant of future interest is modified to the effect that it will be 8% per annum on principal amount of Rs.2,25,000/- from the date of decree passed by the trial Court till realisation.

In view of what has been discussed hereinbefore, the appeal is partly allowed in the aforesaid terms.

15.10.2019 **(REKHA MITTAL)**
ashok **JUDGE**

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