

RSA-2895-2016 (O&M)

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

RSA-2895-2016 (O&M)

Date of decision : 14.03.2019

Sukhdev Singh s/o Baljinder Singh

... Appellant

Versus

Sukhdev Singh s/o Gurcharan Singh

... Respondent

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. Raman Goklaney, Advocate for the appellant.

AMIT RAWAL, J. (ORAL)

The appellant-defendant has not been successful in defending the suit for recovery of ₹5 Lacs along with interest @ 8% per annum, from the date of pronote and receipt dated 19.01.2005, and till actual realization.

The plaintiff sought the recovery of the aforementioned amount, on the basis of the pronote and receipt (Ex.P1 and Ex.P2), executed by the defendant and witnessed by Bhupinder Singh, having been taken by the defendant as a loan, but on refusal, constrained to file the suit.

The defendant denied the execution of pronote and receipt, on the premise that he always used to sign in Punjabi and not in English. Bhupinder Singh, marginal witness, was dealing with the defendant, thus, manipulated the aforementioned document.

The plaintiff in support of the pleadings examined himself as PW1 and Bhupinder Singh as PW2 and brought on record various documents Ex.P1 to Ex.P17, i.e. legal notice, postal receipts, pronote and receipt, whereas the defendant examined himself and thereafter, the evidence was closed.

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Mr. Raman Goklaney, learned counsel appearing on behalf of the appellant-defendant submitted that there are stark and material discrepancies in the statement of the witnesses and the plaintiff, much less, no source of advancement, has been placed on records. The plaintiff miserably failed to discharge the onus, therefore, examination of the expert would pale into insignificance.

I am afraid the aforementioned argument is not sustainable in the eyes of law, for, the sale deeds (Ex.P6 to Ex.P11) revealed that the defendant had been signing the documents in English. The first argument of not knowing English is hereby repelled, for, he also admitted that he had studied upto 8th class. If at all, there was some truth in his assertion, the assistance of the expert could have been taken or legal notice could have replied. The defence taken for the first time is a well-calculated knowing fully well that he failed to discharge the obligation in returning the amount, acknowledged vide pronote and receipt.

As an upshot of my finding, I do not subscribe to the submissions of Mr. Goklaney, to form a different opinion than the one already arrived at by the Courts below, much less, no substantial question of law arises for determination.

Resultantly, the second appeal is dismissed.

14.03.2019
Yogesh Sharma

(AMIT RAWAL)
JUDGE

Whether speaking/reasoned **Yes/ No**

Whether Reportable **Yes/ No**