

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

RSA-5668-2014(O&M)
Date of decision: 20.12.2019

Rajender Singh

...Appellant

V/s.

Jagbir Singh

...Respondent

CORAM: HON'BLE MS. JUSTICE RITU BAHRI.

Present: Mr. Shakti Singh, Advocate for
Mr. S.N.Yadav, Advocate for
the appellant.

Mr. Gurcharan Singh, Advocate
for the respondent.

RITU BAHRI, J. (Oral).

The appellant has come up in appeal against the order dated 22.02.2011 passed by the trial Court and order dated 30.07.2013 passed by lower appellate Court. Initially the suit filed by the plaintiff/Jagbir Singh was decreed for recovery of Rs.86,000/- by the trial Court vide judgment dated 22.02.2011. However, on appeal filed by the defendant-appellant, the amount has been reduced to Rs.50,000/- alongwith interest @ 9% per annum from 20.05.2005 i.e. the date of execution of pronote and receipt till institution of the suit and @ 6% per annum from the date of institution of the suit till realization of the decretal amount.

After hearing learned counsel for the parties and going through the judgment passed by both the Courts below, it transpires that plaintiff was required to prove the execution of the pronote note dated 20.05.2005

(Ex.P1) and receipt pronote (Ex.P2). In order to prove these two documents, the plaintiff examined PW1 Paras Ram, who stated in his affidavit Ex.PW1/A that the parties are personally known to him and pronote dated 20.05.2005 and receipt were filled in by him at the instance of Rajender Singh and were read over by him, who after admitting the same to be correct and receiving Rs.50,000/- from the plaintiff in cash had appended his signature on the same in Hindi. He identified his signature on the pronote Ex.P1 and receipt Ex.P2 as scribe. Thereafter, the plaintiff examined Sanjay Kumar Yadav as PW2 who tendered his affidavit Ex.PW2/A and stated that the parties are personally known to him and on 20.05.2005 the defendant had borrowed Rs.50,000/- from the plaintiff in cash and he had executed a pronote and receipt which were filled in by Paras Ram at the instance of the defendant and the contents of the same were read over by the defendant in his presence and the defendant after understanding the contents and admitting the same to be correct and receiving Rs.50,000/- from the plaintiff had appended his signature on the pronote in Hindi in his presence. Further the plaintiff examined V.B.Kashyap, hand writing and finger print expert as PW4 who stated in his affidavit Ex.PW4/A that the disputed signatures Q/1, Q/2 have been written by the writer of the admitted and specimen signature A/1 to A/5, S/1 to S/7 viz. the disputed, admitted and specimen signatures have been written by one and the same person i.e. Rajender. Plaintiff Jagbir Singh himself appeared as PW5 and tendered his affidavit Ex.PWS/A and reiterated the averments as pleaded by him in the plaint.

The main stand of the defendant in the civil suit was that the plaintiff was working in Air Force Subarto, New Delhi and on 20.05.2005,

the plaintiff was on duty at Delhi when the pronote Ex.P1 and receipt Ex.P2 were executed. The defendant examined Rajesh Kumar Sargent (DW4) who stated that as per attendance record, Jagbir Singh was on duty on 20.05.2005. Defendant himself had appeared as DW2 and tendered his affidavit Ex.DW3/A that he did not borrow Rs.50,000/- from the plaintiff on 20.05.2005. The defendant also examined Satpal as DW1 who tendered his affidavit Ex.DW1/A to the effect that Jagbir and Umrao wanted to purchase land from Rajender Singh at a low price forcibly and Umrao had given a false application in Police Post Dahina against Rajender Singh for taking money and at that time, there was no matter regarding taking of money by Rajender Singh from Jagbir and Jagbir had produced false witnesses. Mange Ram son of Lekh Ram (DW2) also filed his affidavit Ex.DW2/A to the same effect.

Learned counsel for the respondent has further argued that Rewari is only one hour drive from Delhi. Even if the plaintiff was on duty on 20.05.2005, it is the probability that he could drive to Rewari and came back on the same day.

Both the Courts have taken into account the stand taken by the defendant and held that once the execution of the pronote was duly proved by leading cogent evidence, the allegation that there was pressure on Rajender Singh to sell his land to the plaintiff at a low price without any evidence could not be made basis for not decreeing the suit of the plaintiff. Once the execution of pronote Ex.P1 and receipt Ex.P2 had been duly proved and the signatures of Rajender Singh were proved by hand writing and finger print expert V.B.Kashyap PW4, the suit of the plaintiff has been rightly decreed for Rs.50,000/-. It is not the case of the defendant that

pronote Ex.P1 and receipt Ex.P2 were result of fraud and further the defendant did not examine any hand writing expert.

No ground to interfere in the concurrent findings recorded by both the Courts below is made out.

Dismissed.

Pending application, if any, also stands dismissed.

(RITU BAHRI)
JUDGE

20.12.2019
Divyanshi

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