IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

103 RSA-2407-2018 (O&M)
Date of Decision : 22.08.2019

Bhupinder Singh .... Appellant

Versus

Daljit Singh .... Respondent

CORAM: HON'BLE MR. JUSTICE RAMENDRA JAIN

Present: Ms. Dhivya Jerath, Advocate
for the appellant.

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RAMENDRA JAIN, J. (ORAL)

Through this second appeal, the appellant/defendant has laid challenge to the judgment and decree dated 24.01.2018, affirming judgment and decree dated 07.04.2017 of the trial Court, whereby suit of the respondent for recovery of Rs.2,68,000/- along with pendente lite interest @ 9% per annum and future interest @ 6% per annum from the date of filing of the suit from 28.08.2015, till actual date of payment, was decreed.

Briefly, respondent-Daljit Singh filed a suit for recovery of Rs.2,68,000/- against the appellant, pleading that the appellant had borrowed a sum of Rs.2 lakhs from him on 05.03.2014 and as a security, he had issued a cheque bearing No.000002 of the even date, drawn on HDFC Bank, agreeing to refund the same along with interest @ 2% per month. The appellant also executed a pronote and receipt in his favour to secure the loan amount, which he had borrowed for his domestic needs.

The trial Court after due contest from the appellant and holding trial, decreed the suit vide judgment and decree dated 07.04.2017 in the manner as narrated above. The appeal against the said judgment and decree was also dismissed vide judgment and decree dated 24.01.2018 by the lower Appellate Court.

Learned counsel referring to Section 3 of the Punjab Urban Rent Restriction Act (for short, "the Act") contends that both the Courts below failed to appreciate that suit of the respondent/plaintiff was liable to be dismissed being not maintainable as he could not file any suit for recovery against the appellant without obtaining any licence under the said Act.

Having given thoughtful consideration to the submission made by learned counsel, this Court finds the instant appeal merits dismissal for the reasons to follow:-

1. No question of law muchless substantial has been raised in this regular second appeal. Hence, the same is held not maintainable.

2. The appellant in his written statement took a stand that respondent, a commission agent, was indulged in money lending without obtaining any licence. The appellant used to sell his agricultural produce through the respondent. Thus respondent/ plaintiff had obtained his signatures on certain blank pronotes,

receipts and other papers and the same were misused by him. Admitting the issuance of cheque of Rs.2 lakhs, he had pleaded that the same was given towards the price of crop which the appellant had sold to the respondent/plaintiff.

The above plea of the appellant is completely false on the face of it inasmuch as in case the appellant had sold his crop to the respondent/plaintiff, in that eventuality, it was only the respondent/ plaintiff who would have issued cheque to the appellant and not him. Thus, the above plea, apparently in question, is concocted and false. Though, the appellant pleaded that the respondent/plaintiff was indulging in money lending business, but did not lead any evidence. Even otherwise, advancing of any loan by a person does not amount to indulge in money lending business. The J-form produced by the appellant in support of his contention that he used to sell his crop, pertains to the year 2011, whereas the loan was obtained by the respondent in the year 2014. Thus the same has rightly been discarded by both the Courts below being not relevant.

I have gone through concurrent findings recorded by the learned courts below, which do not call for any interference. Accordingly, the appeal is hereby dismissed.

August 22, 2019 (RAMENDRA JAIN)
anju JUDGE

Whether speaking/reasoned Yes/No
Whether Reportable Yes/No