IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA-2595-2018(O&M)
Date of decision:-5.9.2019

Jagjit Singh

...Appellant

Versus

Ushma Rani

...Respondent

CORAM: HON'BLE MR.JUSTICE H.S.MADAAN

Present: Mr.D.S. Malwai, Advocate
for the appellant.

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H.S. MADAAN, J.

Plaintiff Ushma Rani wife of Ramneek Kumar, resident of Geeta Bhawan Road, Sunam had brought a suit for recovery of Rs.11,95,000/- with future interest and cost against defendant Jagjit Singh son of Jangir Singh, resident of Namol, Tehsil Sunam, District Sangrur on the averments that defendant had borrowed a sum of Rs.10 lakhs from her through her husband and executed a pronote and receipt in her favour on 4.12.2010 agreeing to return the loan amount along with interest @ 1.5% per month i.e. 18% per annum.

However, despite repeated requests, he did not repay the loan amount with interest, as such the plaintiff brought the suit in question.

On notice, the defendant appeared and filed written statement raising various legal objections denying that he had ever borrowed any amount from the plaintiff or executed any pronote or receipt in her favour. As per defence set up by the defendant, he and his brother Paramjit Singh were joint in residence and they used to sell their produce/crop through Data Ram Sohan Lal, Commission Agents at village Nimol of which Sh.Sohan Lal deceased father-in-law of the plaintiff was the sole proprietor; Sohan Lal used to obtain signatures of the defendant and his brother Paramjit Singh on blank printed papers in his blank account books and upon blank pronotes and receipts on the pretext to prepare bills for their crop and sending the accounts to the Market Committee and also by way of security. On account of fiduciary relationship, the defendant and his brother did not raise any objection; Paramjit Singh died in the year 2006 and thereafter Sohan Lal also died and in the month of December, 2011, Ramnik Kumar, husband of the plaintiff Ushma Rani approached the defendant stating that an amount of 2 lakhs was outstanding in the account books of his father's business and defendant should pay the same, however, the defendant told Ramnik Kumar that he had not visited shop of Sohan Lal after the year 2001, then Ramnik Kumar threatened that he had some blank pronotes and receipts signed by the defendant and he would prepare the same in his own name or in the name of his near relative and recover the amount from the defendant, therefore, the pronote and receipt set up by the plaintiff had been prepared by Ramnik Kumar in connivance with the witnesses. The defendant in the end prayed for dismissal of the suit.

Issues on merits were framed. The parties were afforded adequate opportunities to lead their evidence.

After hearing the learned counsel for the parties, the trial Court decided issues No.1 and 5 in favour of the plaintiff, issues No.2 to 4 in favour of the plaintiff. Resultantly, vide judgment and decree dated 27.7.2015 passed by the trial Court, the suit of the plaintiff was decreed with costs and he was found entitled to recover loan amount of Rs.10 lakhs along with interest at the rate of 6% per annum from the date of advancement of the loan till actual realization.

Feeling aggrieved, the defendant had filed an appeal before District Judge, Sangrur, which was also dismissed vide judgment and decree dated 23.8.2017 upholding the judgment and decree passed by the trial Court.

Being dissatisfied with the judgments and decrees passed by the Courts below, the defendant has filed the present Regular Second Appeal before this Court.

I have heard learned counsel for the appellant besides going through the record and I find that there is absolutely no merit in the appeal.

The Courts below by proper appraisal and appreciation of evidence and correct interpretation of law have found the version set up by the plaintiff to be worthy of acceptance and the defence set up by the defendant to be without any merit coming to the conclusion that defendant had in fact raised a loan of Rs.10 lakhs from the plaintiff through her husband Ramneek Kumar on 4.12.2010 and executed pronote and receipt in her favour agreeing to return the loan amount with interest at the rate of 18% per annum and he had failed to pay any amount towards principal amount and interest. I do not find any illegality or infirmity in the judgments passed by the Courts below. There is no reason to interfere with the concurrent findings recorded by the Courts below in favour of the plaintiff and against the defendant-appellant.

Learned counsel for the appellant has referred to judgments ***Mallavarapu Kasivisweswara Rao Versus Thadikonda Ramulu Firm and Ors., 2008(3) RCR(Civil) 336*** and ***Sohan Singh Versus Amritpal Singh, 2012(5) RCR(Civil)120*** but those are not applicable since in this case passing of consideration from plaintiff to the defendant stands fully proved and promissory note has been held to be executed by defendant in favour of the plaintiff for consideration.

No substantial question of law arises in this appeal.

The appeal stands dismissed accordingly.

5.9.2019 **(H.S.MADAAN)**
Brij **JUDGE**

Whether reasoned/speaking: Yes/No

Whether reportable : Yes/No