

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

**RSA No. 2394 of 2018 (O&M)
Date of Decision: 13.01.2020**

Balbir Singh

....Appellant

Versus

Bhupinder Singh Saini

...Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. D.K.Bhatti, Advocate
for the appellant.

ANIL KSHETARPAL, J. (ORAL)

CM-6350-C-2018

Delay of 19 days in filing the appeal is condoned

For the reasons stated in the application, the same is
disposed of.

CM-6351-C-2018

Application allowed.

Exemption as prayed for is granted.

RSA-2394-2018

The plaintiff/appellant is in regular second appeal against judgment passed by learned First Appellate Court dismissing the suit filed by him for recovery of Rs. 4 Lakh along with interest. The plaintiff claims that he had advanced a sum of Rs. 4 Lakh to defendant vide cheque no. 074903 drawn on Punjab National Bank dated 06.10.2008, which has not been repaid, although promised.

On the other hand, the defendant has contested the suit by pleading that the defendant along with three other persons had agreed to sell

a piece of land measuring 20 marlas vide agreement to sell dated 06.10.2008 and received a sum of Rs. 9 Lakh. The cheque in question was part of the earnest money.

Learned trial Court on appreciation of evidence decreed the suit, however, First Appellate Court has reversed the judgment and decree passed by the trial Court on re-appreciation of evidence.

It has come on record that the agreement to sell executed in favour of the plaintiff was cancelled on receipt of Rs. 10 Lakh from the defendant and other proposed vendors on 11.10.2009. It has further come on record that there was no separate transaction between the plaintiff and defendant with respect to the alleged loan. The First Appellate Court has found that the plaintiff is working as Senior Manager in Punjab National Bank and they had no family relations. It has also come on record that with respect to the alleged loan transaction, there was no loan agreement in the writing. Receipt of Rs. 10 Lakh by the plaintiff, pursuant to the cancellation of the transaction of agreement to sell, is not being disputed. In such circumstances, learned First Appellate Court on re-appreciation of evidence has found as a matter of fact that there was no separate loan transaction as is being claimed by the plaintiff.

Learned counsel for the appellant although submitted that there were two separate transactions between the plaintiff and the defendant, however, he could not draw attention of the Court to any documentary evidence in support thereof. Rather, the plaintiff in cross examination has stated that total amount of Rs. 9 Lakh was paid to the defendant,

Jaswinder Singh, Balwinder Singh and Bhupinder Singh and except Rs. 9 Lakh, referred above, not a single penny has been paid to defendant.

In view of the aforesaid, there is no ground to interfere.

Disposed of.

(ANIL KSHETARPAL)
JUDGE

13.01.2020
Maninder

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