

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

215

**RSA No. 3365 of 2019 (O & M)
Date of decision : 23.9.2022**

Nau Nidh Finance Ltd., Moga and anotherAppellants

Vs.

Prem Singh and othersRespondents

CORAM: HON'BLE MR. JUSTICE TRIBHUVAN DAHIYA

Present: Mr. Rajesh Bhateja, Advocate, for the appellants

TRIBHUVAN DAHIYA, J. (Oral)

1. This is appellants/defendants' (hereinafter referred to as 'the defendants') second appeal. The suit for recovery filed by the respondents/plaintiffs (hereinafter referred to as 'the plaintiffs') was decreed by the trial Court, and appeal against the same was dismissed.

2. The case set up by the plaintiffs was that on 5.8.2005, plaintiff no.1 opened a Saving Bank Account with defendant no.1 at the instance of defendants no.2 to 5 on the assertions that the amount deposited will be returned to him with interest as and when demanded by him. The passbook was issued to him and necessary entries regarding deposits and withdrawals of the money by the plaintiffs were duly made therein. A sum of Rs.4,06,920/- was outstanding in the plaintiffs' account on 31.5.2012 and interest on the same was also added, but the defendants failed to pay either the principal amount or the interest accrued thereupon to the plaintiffs, resulting in filing of the suit. The defendants contested the suit by claiming that an amount of Rs.1,75,000/-had already been received by the plaintiffs

on 26.2.2014 through voucher signed by him but inadvertently, entry to that effect could not be made in the passbook issued by the defendants. The suit was stated to be not maintainable since the said amount was not deducted by the plaintiff from the amount due, against which a suit for recovery was filed.

3. Upon framing of issues, both the parties led their evidence before the trial Court.

4. It is a case where the defendants have admitted opening of account with them by the plaintiffs and issue of the passbook also. Only claim is that an amount of Rs.1,75,000/-was returned to the plaintiffs, vide voucher Ex.D-15, which has been denied by the plaintiffs. To prove this relevant fact, the defendants have failed to lead any convincing evidence, as held by the Courts below. The report of the Hand Writing and Finger Prints Expert, DW-1, to prove the signature on the voucher Ex.D-15, has not been believed by both the Courts below. No irregularity or illegality could be pointed out by learned counsel for the plaintiffs with regard to this finding of the Courts.

5. Further, there is no evidence on record that the plaintiffs had appended his signature on the voucher, Ex.D-15, as an acknowledgement of receiving Rs.1,75,000/-from the defendants. It is a matter of record that credit and debit entries were duly made in the plaintiff's account and the passbook issued to him, but there is no such entry recorded therein. It has also been recorded that the payment voucher, Ex.D-15, is dated 26.2.2014, whereas, last entry in the passbook is of 31.5.2012, Therefore, it appears that defendants have manufactured the voucher in question. It is also relevant to note that original bill book and ledger account book maintained in the normal course of business have not been placed on record by the

defendants in support of their claim to have paid Rs.1,75,000/- to the plaintiffs.

6. Learned counsel for the appellants could not raise any question of law to impugn the concurrent findings recorded by both the Courts below. This Court does not find any infirmity or illegality in the well reasoned judgments of the lower Courts, which have been rendered on proper appreciation of facts and evidence on record by giving sound reasoning. No substantial question of law arises for consideration.

7. Dismissed.

8. Pending miscellaneous application(s), if any, stands disposed of as having been rendered infructuous.

(TRIBHUVAN DAHIYA)
JUDGE

23.9.2022

Ashwani

Speaking/Reasoned	:	Yes/No
Reportable	:	Yes/No