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IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

RSA No.1055 of 2022
Date of Decision: 16.05.2022

Ram Singh and another

……Appellants

Versus

Jasvir Kaur

……Respondent.

BEFORE: HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA

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Present:- Mr. Rajesh Batheja, Advocate
for the appellants

MEENAKSHI I. MEHTA, J.(Oral)

Feeling aggrieved by the judgment and decree dated 21.11.2018 passed by learned Additional Civil Judge (Senior Division), Nihal Singh Wala (for short 'the trial Court') whereby the Civil Suit filed by the respondent-plaintiff (here-in-after to be referred as 'the plaintiff') against the appellants-defendants (here-in-after to be referred as 'the defendants') for seeking a decree for recovery of Rs.8.30 lac, has been decreed as well as by the judgment and decree dated 19.02.2020 handed down by learned Additional District Judge, Moga (for short 'the Lower Appellate Court') dismissing the appeal preferred by the defendants to assail the above-said judgment and decree as passed by the trial Court, they (defendants) have preferred the instant appeal.

The plaintiff had filed the above-said civil suit while averring that the defendants had borrowed a sum of Rs.06 lac from her and the rate of interest, as payable on the same, was agreed to be 1½% per month and in lieu thereof, they had executed a pronote and receipt in her favour. The defendants filed their written statement contesting the claim of the plaintiff therein, *inter-alia*, on the ground that they had borrowed a sum of Rs.02 lac from the plaintiff on 01.02.2014 but at that time, she (plaintiff) had obtained their signatures on the blank stamp papers and the pronote and they had repaid the said loan amount to the plaintiff on 17.11.2014. The plaintiff filed her replication controverting the assertions as put-forth by the defendants in their written statement and reiterating her earlier version as canvassed in the plaint. On 08.11.2017, the parties were put to the trial by framing the issues.

After appreciating and evaluating the evidence, oral as well as documentary, as led by both the parties on the record in support of their respective contentions and hearing their learned counsel, the trial Court, vide the impugned judgment and decree dated 21.11.2018, decreed the suit while entitling the plaintiff to recover the amount of Rs.06 lac along-with interest @ 9% per annum from the date of execution of the pronote and receipt till the date of decree and future interest @ 6% per annum from the date of decree till its realisation, from the defendants. The defendants preferred an appeal to lay challenge to the said judgment and decree but the same has also been dismissed by the Lower Appellate Court vide the impugned judgment and decree dated 19.02.2020.

I have heard learned counsel for the appellants-defendants in the present appeal and have also perused the file carefully.

Learned counsel for the defendants contends that at the time of giving the loan of Rs.02 lac to the defendants, the plaintiff had obtained their signatures on the blank papers and pronote which have, later-on, been used for showing the loan amount to be Rs.06 lac and the defendants have already repaid the said actual loan amount of Rs.02 lac to the plaintiff but both the Courts below fell in error while upholding the claim of the plaintiff qua the recovery of the amount of Rs.06 lac along-with the interest thereon. Secondly, he has contended that the said pronote and receipt are shown to have been executed on 07.10.2014 but the plaintiff had filed the civil suit on 07.10.2017, after the expiry of the prescribed period of limitation, i.e three years, on 06.10.2017 and in these circumstances, both the impugned judgments and decrees are not legally sustainable and are liable to be set aside.

However, the afore-raised contentions are devoid of any merit because the defendants have not denied their signatures on the pronote and the receipt showing the loan amount to be Rs.06 lac. Though they have asserted that they had, in fact, taken a loan of Rs.02 lac only which has already been repaid by them but it is pertinent to mention here that in para no.20 of the impugned judgment dated 21.11.2018, the trial Court has categorically mentioned that defendant No.2-Labh Singh, while appearing in the witness box as DW-1, had admitted during his cross-examination that he was not having any receipt qua the repayment of the said loan amount to the plaintiff. As regards the allegation of the defendants to the effect that at the time of giving loan of Rs.02 lac to them, the plaintiff made them to sign the blank pronote and stamp papers, it is again worth-while to mention here that it has specifically been mentioned by the trial Court in the same para of its judgment that during his cross-examination, the above--named DW1 has also stated that he did not move any application to any higher police authorities to make a complaint qua the afore-alleged fact. In the normal course of events, no prudent person can be expected to keep mum in the above-alleged eventuality and sleep over his right to seek the redressal of his such like grievance by approaching the competent authorities for this purpose. Moreover, in para no.21 of its judgment, the trial Court has specifically pointed out that defendant No.1-Ram Singh did not dare to step into the witness-box for his examination, for the reasons best known to him. In these circumstances, it becomes explicit that the defendants have not been able to substantiate their above-discussed assertion as well as the allegation.

So far as the contention regarding the said civil suit being time barred is concerned, the same also does not hold much water because as observed by the trial Court in para no.20 of its judgment, the afore-named DW-1 (defendant No.2), had categorically admitted during his cross--examination that till that day, they (defendants) had paid a total sum of Rs.94,000/- to the plaintiff towards the payment of interest on the loan amount. As mentioned earlier, the suit was filed on 07.10.2017, i.e on the very next day of the expiry of the prescribed period of limitation on 06.10.2017. The occasion to pay the interest in respect of the loan amount had certainly arisen only after securing the loan on 07.10.2014, i.e the date of execution of the said pronote and receipt. It being so, the period of limitation is not to be calculated from the date of the execution of the said documents, i.e 07.10.2014 and even if this period is computed from the very next day, i.e 08.10.2014, the suit has to be held to have been filed within the prescribed period of limitation.

As a sequel to the fore-going discussion, it follows that the impugned judgments and decrees do not suffer from any illegality, infirmity, irregularity or perversity and therefore, the same do not call for any interference by this Court and the same are affirmed and upheld.

Resultantly, the appeal in hand, being devoid of any merit, stands dismissed.

(MEENAKSHI I. MEHTA)
JUDGE

May 16, 2022
pooja

Whether speaking/reasoned: *Yes*

Whether Reportable: *No*