

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

112

RSA No.1067 of 2021(O&M)
Date of decision:22.03.2022

Parveen Rani and others

...Appellants

Versus

Gurpreet Singh

...Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Sanjeev Kumar Arora, Advocate,
for the appellants.

ANIL KSHETARPAL, J (Oral)

The hearing of the case is being held through video conferencing on account of restricted functioning of the Courts.

While challenging the findings of facts arrived at by the first Appellate Court, the defendants have filed the present Regular Second Appeal.

Some facts are required to be noticed.

The plaintiff filed a suit for recovery of Rs.3,04,500/- from the defendants. It was alleged that the predecessor-in-interest of the defendants Narinder Kumar purchased cotton crop from the plaintiff and in order to pay the price of the cotton crop, he issued a cheque dated 20.04.2017, in favour of the plaintiff, which bounced on its presentation. It was also asserted that the defendants have inherited the property from Narinder Kumar.

The defendants contested the suit with the assertions that the cheque is void.

The learned trial Court, wrongly, dismissed the suit on the

ground that the plaintiff has failed to implead the defendants properly. The trial court observed that the defendants have been impleaded as a party only through Narinder Kumar. The trial court further observed that Narinder Kumar-deceased should have been impleaded through his legal representatives.

In the first appeal, the judgment and decree passed by the trial Court has been set aside. It is proved on the file that the defendants have inherited the property from late Narinder Kumar. To that extent, the defendants are liable.

This Bench has heard the learned counsel representing the appellant and with his able assistance perused the judgments and decrees passed by both the courts below.

The learned counsel representing the appellant contends that there is no evidence to prove that late Sh. Narinder Kumar purchased the cotton crop from the plaintiff for Rs.3,00,000/-. He submits that in the absence of the aforesaid evidence, the cheque is without consideration.

This Court has considered the submission, however, find no merit therein.

A cheque drawn on the bank is a negotiable instrument. A negotiable instrument carried a statutory presumption under Section 118(a) of the Negotiable Instrument Act, 1881, that has been issued against proper consideration. Further, Section 139 of the Negotiable Instrument Act, 1881, provides for statutory presumption in favour of the holder. Moreover, the plaintiff has appeared in evidence and deposed that late Sh. Narinder Kumar had purchased the cotton crop. The plaintiff has also examined Kanwaljeet Singh and Sanjot Singh to prove this fact. The First Appellate Court on

appreciation of the evidence has found the evidence led by the plaintiff appears to be true and reliable.

In the absence of any material irregularity or any misreading or non-reading of evidence, this Court while hearing the Regular Second Appeal should not interfere.

Hence, no ground to interfere is made out.

Dismsised.

All the pending miscellaneous applications, if any, are also disposed of.

March 22, 2022
nt

(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No