

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

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**RSA-7579-2018 (O&M)
Date of Order: 14.02.2022**

SUKHDEV SINGH

..Appellant

Versus

SURJIT KAUR

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

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

Mr. Avtar Singh Syan, Advocate
for respondent.

ANIL KSHETARPAL, J(Oral)

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

The defendant in a suit for recovery of Rs.7,26,000/-, assails the correctness of concurrent findings of fact arrived at by the Courts below. The plaintiff (respondent herein) filed the suit on the basis of a Pronote and Receipt evidencing the loan of Rs.6,00,000/- along with the interest at the rate of 2% per month to the defendant. The defendant does not dispute his signatures on the Pronote and the Receipt. However, he submits that such documents were handed over to the plaintiff's son who is working as a commission agent and the defendant used to sell his crops.

Both the Courts on appreciation of evidence have concurrently decreed the suit.

The learned counsel representing the appellant contends that this is a normal practice for the commission agents to get signatures/thumb impressions of their customers who are normally gullible and uneducated villagers. He further contends that the appellant being a stranger had no occasion to obtain the loan from the respondent. He further submits that the

respondent was permitted to produce her bank passbook, however, she failed to produce the same.

Per contra, the learned counsel representing the respondent has contended that the Pronote is a negotiable instrument and as the appellant admitted his signature/thumb impression consequently the onus shifts on the defendant to prove that such Pronote and receipt were executed without any consideration. He submits that the defendant has failed to prove that fact. He further submits that the plaintiff and defendant belong to the same village therefore, the defendant cannot claim to be a stranger. He further submits that there is a presumption of correctness in favour of a negotiable instrument.

After having heard the learned counsel representing the parties at considerable length, this Bench now proceeds to decide the appeal.

At the cost of repetition, the learned counsel representing the appellant does not dispute the signature/thumb impression of the appellant on the Pronote and Receipt. He also does not dispute that the appellant and the respondent are residents of the same village. The main argument of the learned counsel representing the appellant relates to the business of the respondent's son i.e. the commission agent. It may be noted here that the commission agents do extend the loan to the farmers. In any case, these days, it would not be appropriate to assume that a farmer has been fleeced by the commission agent and the appellant signed the Pronote and the Receipt, which also has a revenue stamp, without receiving the said amount.

Furthermore, there is a concurrent finding of fact by both the Courts below. While hearing the Regular Second Appeal, the High Court in exercise of its jurisdiction is not expected to decide the cases on the basis of

pure assumptions. The High Court can interfere only when the appellant proves that the Courts below have either not considered a part of evidence or has misread that evidence.

In the present case, the learned counsel representing the appellant has failed to draw the attention of the Court to such non-reading or mis-reading of the evidence.

Hence, no ground to interfere is made out.

Dismissed.

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

February 14th, 2022

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**(ANIL KSHETARPAL)
JUDGE**

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No