

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

RSA-711-2019(O&M)

Date of decision:-22.2.2023

Jang Singh

...Appellant

Versus

Hargopal

...Respondent

CORAM: HON'BLE MR.JUSTICE H.S.MADAAN

Present: Mr.Sunny K.Singla, Advocate
for the appellant.

None for the respondent.

H.S. MADAAN, J.

1. Briefly stated, facts of the case are that plaintiff Hargopal had brought a suit for recovery of Rs.2,23,200/- i.e. Rs.1,50,000/- as principal amount and Rs.73,200/- as interest @ 1.5% per month w.e.f. 10.12.2004 to 28.8.2007 against defendant Janga Singh on the averments that at request of defendant, the plaintiff had advanced a sum of Rs.1,50,000/- to him on 10.12.2004 on defendant executing a pronote and receipt in his favour undertaking to return the loan amount with interest @ 1.5% per month. However, subsequently, the defendant failed to pay any amount to the plaintiff towards principal amount or interest despite repeated requests and demands, giving rise to a cause of action to the plaintiff to bring the suit.

2. On getting notice, the defendant appeared and filed written statement contesting the suit denying that he had borrowed a sum of Rs.1,50,000/- from the plaintiff or executed any pronote and receipt in favour of the plaintiff. According to the defendant, the pronote and receipt were forged and fabricated documents. Refuting the remaining allegations, the defendant prayed for dismissal of the suit.

3. On the pleadings of the parties, following issues were framed:

1. Whether the plaintiff is entitled to recover Rs.2,23,200/- from the defendant on the basis of pronote & receipt dated 10.12.2004 including interest, as prayed for? OPP.
2. Whether plaintiff is entitled to any interest on the said amount? OPP.
3. Whether present suit is maintainable? OPP.
4. Whether plaintiff has cause of action and locus standi to file the present suit? OPD.
5. Whether the alleged pronote and receipt is false, forged, fabricated, fictitious, without consideration, result of fraud, collusion and null & void in the eye of law? OPD.
6. Relief.

4. The parties were afforded adequate opportunities to lead evidence in support of their respective claims.

During the course of evidence, the plaintiff has examined Hassan Mohd., Scribe as PW1 and got his own statement recorded as PW2.

In rebuttal, the defendant got examined Sh.Rana Bansal, Handwriting Expert as DW1, who proved his report as Ex.D1 and photographs as Ex.D2 to Ex.D13.

5. After hearing learned counsel for the parties, the trial Court decided issues No.1, 2 and 5 in favour of the plaintiff and against the defendants, issues No.3 and 4 were also decided against the defendant and in favour of the plaintiff. Resultantly, suit of the plaintiff was decreed for recovery of Rs.1,50,000/- along with interest @ 6% per annum on the principal amount from the date of execution of pronote till its actual realisation. This was so done vide judgment and decree dated 1.12.2016.

6. Feeling aggrieved by the said judgment and decree, the defendant had filed an appeal in the Court of District Judge, Sangrur, which was assigned to Addl.District Sangrur, who vide judgment and decree dated 27.7.2018 dismissed the same.

7. Still feeling dissatisfied, the defendant has knocked at the door of this Court by way of filing a regular second appeal praying that the same be accepted, the impugned judgments and decrees passed by the Courts below be set aside and the suit be dismissed.

8. Notice of the appeal was issued to the respondent/plaintiff, however, there is no representation on behalf of the respondent.

9. I have heard learned counsel for the appellant besides going through the record.

10. In this case both the Courts below by deep and thorough analysis of the evidence brought on record by the parties in view of their pleadings and settled legal position have returned concurrent findings that

the defendant had borrowed a sum of Rs.1,50,000/- from the plaintiff on 10.12.2004 agreeing to return the loan amount with interest @ 1.5% per month on demand, executing pronote Ex.P1 and receipt Ex.P2. It was kept in mind that pronote and receipt have been scribed by a regular Deed Writer and such entry bears signatures of defendant Jang Singh as well as marginal witnesses. The defendant failed to prove that his signatures were not there in the register of PW1 Hassan Mohd., Scribe.

11. Furthermore, though according to the defendant, the plaintiff had indulged into alleged fraud and forgery of documents but strangely enough the defendant did not report the matter to the police and did not initiate any criminal action against the plaintiff, scribe and attesting witnesses of the pronote and receipt. Such conduct of the defendant goes to show that the stand taken by him is devoid of any merit. The Courts below have taken into consideration the presumption under Section 118 of negotiable instructions that until the contrary is proved, it would be presumed that every negotiable instruments was made or drawn for consideration.

12. I find that the verdict given by the Courts below are based upon proper appreciation and correct interpretation of law. I do not see any reason to disagree with the Courts below and take a different view and further to interfere with the impugned judgments and decrees. Those judgments and decrees are upheld.

13. No substantial question of law or fact arises in this appeal.

14. The appeal stands dismissed with costs accordingly.

The order dated 6.9.2019 passed by this Court granting

interim stay in the same terms as in RSA No.623 of 2018 thus comes to an end.

Since the main appeal stands dismissed, the miscellaneous application(s), if any, stand disposed of accordingly.

22.2.2023
Brij

(H.S.MADAAN)
JUDGE

Whether reasoned/speaking : **Yes/No**

Whether reportable : **Yes/No**