

In the High Court of Punjab and Haryana, at Chandigarh

Regular Second Appeal No. 3993 of 2023 (O&M)

Date of Decision: 05.01.2024

Ajaib Singh

... Appellant(s)

Versus

M/s Aggarwal Traders

... Respondent(s)

CORAM: Hon'ble Mr. Justice Anil Kshetarpal.

Present: Mr. Rakesh Bakshi, Advocate
for the appellant(s).

Anil Kshetarpal, J.

CM-14256-C-2023

1. For the reasons stated in the application, the same is allowed and delay of six days in filing the appeal is condoned.

CM-14255-C-2023

2. For the reasons stated in the application, the same is allowed and delay of 85 days in refiling the appeal is condoned.

RSA-3993-2023

3. The Regular Second Appeal in the States of Punjab and Haryana and Union Territory, Chandigarh is governed by Section 41 of the Punjab Courts Act, 1918 and not by Section 100 of the Code of Civil Procedure, 1908, as held by a five Judge Bench of the Supreme Court in *Pankajakshi (Dead) through LRs v. Chandrika and Others (2016) 6 SCC 157*.

correctness of the findings of facts arrived at by the First Appellate Court, which, in turn, has reversed the judgment of the trial Court.

5. The First Appellate Court has decreed the suit for recovery of ₹54,400/- as principal amount along with the interest @ 6% per annum during the pendency of the suit as well as future interest.

6. The plaintiff (respondent) filed a suit on the basis of books of accounts. The plaintiff is a Commission Agent. It was alleged that the appellant borrowed a loan from the plaintiff while agreeing to sell his agricultural produce through the plaintiff's firm. However, he has neither paid the amount nor settled the account. While filing the written statement, the defendant denied any loan. However, whenever he had taken a small amount as advance, the same was adjusted against the next crop brought by him. It was further submitted that in the month of May, 2012, the defendant sold his wheat crop through the plaintiff's firm and at that time, the plaintiff obtained his signatures in his daily diary. The plaintiff, in order to prove his case, produced the account books as well as the entry of the loan of ₹54,400/- in the month of May, 2012. Though the trial Court dismissed the suit, however, the First Appellate Court, on re-appreciation of the evidence, decreed the suit.

7. The learned counsel representing the appellant contends that the signatures of the appellant are different from his standard signatures. He submits that the First Appellate Court has erred in reversing the judgment.

8. This Court has considered the submissions of the learned counsel representing the appellant.

9. On the request of the Court, the learned counsel representing

the appellant has produced a photocopy of the written statement filed by the appellant before the trial Court. While filing reply to para 6 of the plaint, the appellant has admitted that the signatures were obtained by the plaintiff in his daily diary. Thus, the appellant has admitted his signatures. Moreover, in the written statement, it has been admitted that he used to borrow amount from the plaintiff.

10. Keeping in view the aforesaid facts and discussion, there is no substance in the arguments advanced by the learned counsel representing the appellant. Hence, the present appeal is dismissed.

11. The miscellaneous application(s) pending, if any, shall stand disposed of.

January 05, 2024
“DK”

(Anil Kshetarpal)
Judge

Whether speaking/reasoned :Yes/No

Whether reportable : Yes/No