



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

105 (2 cases)

RSA No.2688 of 2018 (O&M)
DATE OF DECISION: 16th SEPTEMBER, 2024

M/s Roop Singh and sons Appellant
Versus
Satbir Singh Respondent

RSA No.404 of 2019

M/s Roop Singh and sons Appellant
Versus
Amrik Singh Respondent

CORAM : HON'BLE MR. JUSTICE RAJBIR SEHRAWAT

Present: Mr. Sandeep Khunger, Advocate for the appellant.

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RAJBIR SEHRAWAT, J. (Oral)

CM-7055-C-2018 in RSA-2688-2018 and
CM-865-C-2019 in RSA-404-2019

These are applications for condonation of delay in filing the appeal(s).

For the reasons mentioned in the applications, the same are allowed. Delay in filing the appeal(s) is condoned.

Main Appeals

1. By this common order, both the aforementioned appeals shall stand decided as almost common facts are involved therein.
2. For convenience, the facts are being taken from RSA No.2688-2018.
3. The present appeal has been filed by the plaintiff of the original suit; challenging the concurrent findings recorded by both the



Courts below, whereby the suit for recovery has been dismissed by the trial Court and the appeal has also been dismissed by the lower Appellate Court.

4. The brief facts, as involved in the present case, are that the plaintiff filed a suit for recovery of Rs.4,98,922.70 Paise, i.e. Rs.3,25,561.57 paise as interest calculated at the rate of 1.5% per month upto the date of the suit, with further interest at the rate of 1.5% per month from the date of suit to the date of payment, from the defendant. It is further asserted that the plaintiff is a registered partnership firm, running the business of commission agency. The defendant being an agriculturist, approached the plaintiff firm with a request to have dealings with it, and assured to sell his agricultural produce through the plaintiff firm. The defendant took advances from the plaintiff firm to meet his agricultural and domestic needs on various dates against the signatures on 'Debt Vouchers'. The defendant agreed to pay the interest at the rate of 1.5% per month on the advances taken by him from the plaintiff firm. The defendant used to sell his agricultural produce through the agency of the plaintiff firm. On 14.05.2005, the accounts were settled and a sum of Rs.3,25,561.57 Paise was found outstanding against the defendant. The defendant admitting the debit balance and acknowledged the same on the Balance Confirmation Voucher. This debit balance was carried forward to the next financial years. After that, on 14.05.2005, the defendant did not turn up at the agency of the plaintiff for payment. The plaintiff approached the defendant many times requesting him to make payment of due amount but to no avail. Hence, the present suit.

5. The parties led their respective evidence. After appreciation the evidence led on file by the respective parties, the trial Court dismissed the suit filed by the appellant. Even, the appeal filed by the appellant



before the lower Appellate Court has been dismissed. Hence, the present appeal has been preferred by the appellant.

6. Arguing the case, learned counsel for the appellant has submitted that the case of the appellant is duly proved on record because the *rokad bahi* was produced before the court to show entitlement of the appellant. Hence, both the judgments and decrees passed by the Courts below deserve to be set aside and the suit filed by the appellant deserves to be decreed. No other argument has been raised.

7. Having heard learned counsel for the appellant and having perused the case file, this Court does not find any merit in the arguments raised by learned counsel for the appellant. In a similar case, filed by the same appellant, this Court had already discarded such arguments in RSA No.2488 of 2017, vide order dated 24.04.2018, wherein it was so held:

“I have heard learned counsel for the appellant-plaintiff/firm, appraised the paper book as well as the records of the Courts below and of the view that there is no merit and force in the submissions of Mr. Khunger, for, since the defendant had denied the signatures on the vouchers, it was incumbent upon the plaintiff to take the aid of an Expert under Section 45 of the Indian Evidence Act. Having failed to do so, the alleged transaction had not been proved to the hilt. In the absence of the same, the entries in the rokad bahi would not carry a presumption of truth or positive inference in favour of the plaintiff and adverse against the defendant. In my view, the plaintiff-firm miserably failed to discharge the onus with regard to the advancements of the money on interest @ 1.5% per month. The arguments of Mr. Khunger, have not been able to cut an ice enabling the



Court to form a different opinion than the one arrived at by both the Courts below.

No ground is made out for interference, much less, no substantial question of law arises for determination, accordingly, the present regular second appeal is dismissed.”

8. Otherwise also, the present appeal is directed against the concurrent judgments, decrees and the findings of fact recorded by both the Courts below. However, the concurrent findings of fact recorded by the Courts below are not even to be interfered with only for possibility of arriving at a different conclusion on re-appreciation of the evidence; unless there is an abject perversity shown to the Court or some substantial question of law is involved in the matter. However, learned counsel for the appellant has not been able to highlight any substantial question of law involved in the matter and this Court does not find any perversity in the findings recorded by both the Courts below.

9. In view of the above, finding no merit in the present appeal(s), the same are dismissed.

10. The pending miscellaneous application, if any, is also disposed of as such.

(RAJBIR SEHRAWAT)
JUDGE

16th SEPTEMBER, 2024
‘Sandeep’

<i>Whether speaking/reasoned:</i>	<i>Yes</i>	<i>No</i>
<i>Whether Reportable:</i>	<i>Yes</i>	<i>No</i>