

RSA-3808-2023 (O&M)

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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH.

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Date of decision:06.03.2024

Nar Singh

...Appellant.

Versus

Ramphal

....Respondent.

CORAM: HON'BLE MRS. JUSTICE SUKHVINDER KAUR

Present: Dr. Jai Veer Singh Malik, Advocate
for the appellant.

Sukhvinder Kaur, J.

The instant Regular Second Appeal has been filed by appellant/defendant against the concurrent findings recorded by both the Courts below, vide which the suit of the plaintiffs was decreed.

2. The plaintiff filed a suit for recovery of Rs.1,36,333/- on the basis of pronote and receipt dated 24.05.2016 executed by the defendant in favour of the plaintiff as a collateral security for advancement of loan of Rs.1,25,000/- to the defendant by the plaintiffs.

3. Brief facts of the case as per plaint are that the plaintiff had cordial relations with the defendant. On account of such relations, the defendant approached the plaintiff for advancement of loan of Rs.1,25,000/- as debt for some domestic purpose. On 24.05.2016, the plaintiff paid a sum of Rs.1,25,000/- to the defendant in cash and in lieu of the said amount defendant executed a pronote and receipt in favour of the plaintiff as a

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collateral security and he put his signature in Hindi on the said pronote and receipt. The pronote and receipt were scribed by Sanjay and were witnessed by the witness namely, Sushil. The defendant agreed to pay interest @ 24% per annum on the principal amount of Rs.1,25,000/-. The aforesaid amount alongwith interest was payable on demand of the plaintiff who repeatedly requested the defendant to discharge his liability but to no avail. So legal notice dated 05.09.2016 was served upon the defendant requiring him to pay a sum of Rs.1,25,000/- alongwith interest @ 24% per annum from 24.05.2016 to 10.10.2016 till realization, but to no avail.

4. The suit of the plaintiff was decreed by the trial Court, vide judgment and decree dated 04.02.2023. The appeal preferred by the appellant/ defendant before the First Appellate Court was dismissed, vide judgment and decree dated 06.09.2023. Hence, the present Regular Second Appeal has been filed by the appellant/ defendant.

5. Learned counsel for the appellant/ defendant has contended that the appellant had not taken any loan from the respondent as the appellant had adequate land resources and maintains good financial stability then the respondent. The appellant had not executed any pronote or receipt in favour of the respondent. He has further contended that the appellant has relied upon the report of private handwriting and fingerprints expert but such report was to be verified from an authorized government forensic laboratory/ expert. He has argued that the Courts below have failed to take note of the fact that the report from private handwriting and fingerprint expert holds no credence. He has also pointed out that there is variation in

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the statement of PW1 and PW2, which also proved that the alleged pronote and receipt were not actually signed or executed in their presence but were manufactured or fabricated to cause financial loss to the appellant and no loan transaction actually took place between the parties on 24.05.2016.

6. I have heard learned counsel for the appellant and gone through the records thoroughly.

7. While appearing as DW1 the defendant has stated in his cross examination that he did not know that whether the signatures present on the pronote and receipt Ex.P1 and P2 respectively belongs to him or not. As such, the defendant has not specifically denied the said signatures. The defendant has also stated in his cross-examination that he did not know whether the signatures present on the application under Section 152 CPC and reply to the application for taking his specimen signatures belongs to him or not. As the said application and reply had been filed by the defendant but he has feigned ignorance regarding appending his signatures upon these documents, so it makes him a non-reliable witness.

8. The report given by the handwriting and fingerprint expert at the instance of the plaintiff cannot be discarded simply because he is a private handwriting and fingerprints expert, especially when no evidence in rebuttal has been led by the defendant and no expert has been examined by him.

9. Further more, the perusal of pronote and receipt Ex.P1 and P2, shows that the signatures of Nar Singh, the defendant are not only at the place meant for his signatures but are also on the revenue stamps, which falsifies this plea of the defendant that under the garb of friendly relations

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the signatures of defendant were obtained on the blank paper.

10. Once execution of pronote and receipt Ex.P1 and P2 has been proved on record then the presumption available under Section 118 of the Negotiable Instruments Act arises in favour of the plaintiff regarding passing of the consideration, which has remained unrebutted. So, there is nothing on record to prove that the alleged pronote and receipt are forged and fabricated documents and no consideration had been passed at the time of execution of the said pronote and receipt.

11. For the reasons recorded above, the present Regular Second Appeal fails as it does not raise any question of law much less substantial question of law.

12. Appeal stands dismissed being bereft of any any merits.

13. All pending applications, if any, also stand disposed of accordingly.

(SUKHVINDER KAUR)
JUDGE

06.03.2024.
komal

Whether speaking/ reasoned : Yes/ No
Whether Reportable : Yes/ No