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

RSA-523-2021 (O&M)

Date of Decision : 11.11.2025

HARJIT SINGH

.... Appellant

VERSUS

BALJIT SINGH

.... Respondent

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Ms. Anamika Sheoran, Advocate for
Mr. A.S. Pannu, Advocate for the appellant.

ALKA SARIN, J. (ORAL)

1. The present regular second appeal has been preferred by the defendant-appellant challenging the concurrent findings returned by the Trial Court vide judgment and decree dated 11.09.2017 and by the First Appellate Court vide judgment and decree dated 16.11.2019.

2. Brief facts relevant to the present *lis* are that the plaintiff-respondent herein filed a suit for recovery of ₹1,06,000 (₹1,00,000 being the principal amount and ₹6,000 being the interest @ 9% per annum) and future interest @ 9% per annum. The case as set up by the plaintiff-respondent was that the defendant-appellant approached the plaintiff-respondent and offered that he wanted to sell the bus along with its route permit. The plaintiff-respondent agreed to purchase the same. The defendant-appellant informed the plaintiff-respondent that the bus was free from all encumbrances. The plaintiff-respondent and the defendant-appellant moved a joint application on

10.09.2009 for transferring the bus with the route permit in favour of the plaintiff-respondent. It was further the case set up by the plaintiff-respondent that AC 2nd Grade, Bhawanigarh took the bus in custody in January 2013 for putting the same on sale on the directions of the Additional District Judge/MACT Sangrur for recovery of compensation awarded in claim petition No.19 of 20.04.2006 decided on 12.04.2008. It was only then that the plaintiff-respondent came to know that on 19.09.2003 the bus had caused an accident and two boys had lost their lives in the said accident. The legal representatives of the deceased had filed the claim petition against the defendant-appellant herein being the owner of the bus. The defendant-appellant had also challenged the award dated 12.04.2008 before this Court and before the Hon'ble Supreme Court. However, all the said facts were concealed from the plaintiff-respondent at the time when the offer to sell the bus was made by the defendant-appellant. It was further the case set up that the plaintiff-respondent met the decree holder i.e. the mother of the deceased boy who agreed that if the plaintiff-respondent made a part payment of ₹1,00,000, she would have no objection if the bus was released by the Court. Accordingly, the plaintiff-respondent paid an amount of ₹1,00,000 to the decree holder through bank draft No.855013 dated 25.01.2013 and got the bus released. When the plaintiff-respondent demanded the amount of ₹1,00,000 from the defendant-appellant, he flatly refused. Hence, the suit.

3. Written statement was filed by the defendant-appellant averring therein that he never signed any papers for transfer of the bus bearing No.PB-13E-6211 in favour of the plaintiff-respondent and that he never signed Form-

30, Form-29 or the affidavit dated 28.10.2010. It was further averred that all the documents had been forged and that the defendant-appellant had filed an application dated 22.08.2012 before the SSP Sangrur. On 01.11.2010 the defendant-appellant was admitted in DMC Ludhiana due to fracture on right femur.

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

1. Whether the plaintiff and defendant moved a joint application on 10.09.2009 for transferring the bus as well as route permit in favour of the plaintiff ? OPP
2. Whether the plaintiff is entitled to the relief of recovery of Rs.1,06,000/- along with future interest as prayed for ? OPP
3. Whether Form No.30, Form No.29 and affidavit dated 28.10.2010 are forged documents ? OPD
4. Relief.

5. The Trial Court decreed the suit vide judgment and decree dated 11.09.2017. Aggrieved by the same an appeal was preferred by the defendant-appellant before the First Appellate Court which appeal was dismissed vide judgment and decree dated 16.11.2019. Hence, the present regular second appeal by the defendant-appellant.

6. Learned counsel for the defendant-appellant would contend that the defendant-appellant never signed the documents and that all the documents were forged and fabricated.

7. Heard.

8. In the present case both the Courts have concurrently found that the application dated 10.09.2009 was jointly filed by the plaintiff-respondent and the defendant-appellant for transferring the bus in question in the name of the plaintiff-respondent. The witnesses examined by the plaintiff-respondent duly proved the execution of Form-29 by the defendant-appellant in favour of the plaintiff-respondent. The plaintiff-respondent also proved the payment of ₹1,00,000 to the claimants. The defendant-appellant herein failed to lead any evidence to show that the documents were forged and fabricated. Overwhelming evidence was produced by the plaintiff-respondent to prove his case in accordance with law. No evidence was led to the contrary. In view thereof, no fault can be found with the impugned judgments and decrees passed by both the Courts concerned.

9. No question of law, much less any substantial question of law, arises in the present regular second appeal. This Court does not find any ground to interfere with the concurrent findings of facts recorded by both the Courts concerned. In view thereof, the present regular second appeal being devoid of any merit is accordingly dismissed. Pending applications, if any, also stand disposed off.

11.11.2025

Aman Jain

(ALKA SARIN)

JUDGE

*NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: Yes/No*