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

**CM-7526-C-2001 in/and
RSA-3788-2001
Reserved on : 09.12.2025
Pronounced on : 18.12.2025
Uploaded on : 18.12.2025**

JAGDEEP KAUR**...Appellant**

Vs.

JOGINDER SINGH**...Respondent****CORAM:- HON'BLE MR. JUSTICE VIRINDER AGGARWAL**

Present: Mr. N.S. Thind, Advocate
for the appellant.

None for the respondent.

VIRINDER AGGARWAL, J.

1. The present suit was instituted on the allegation that the appellant/defendant borrowed a sum of Rs. 75,000/- from the respondent/plaintiff on 10.11.1993. It was averred that the appellant/defendant had agreed to repay the principal amount along with interest at the rate of 2% per annum and, in furtherance of the transaction, executed a promissory note (pronote) and a receipt in favour of the respondent/plaintiff. Subsequently, upon demand for repayment, the appellant/defendant failed to discharge her liability. Despite service of a legal notice demanding payment, no response or repayment was made. Consequently, the respondent/plaintiff instituted the suit seeking recovery of



the loan amount along with interest, asserting that the pronote and receipt constitute valid and enforceable instruments evidencing the debt.

2. On notice, the appellant/defendant appeared and filed a written statement raising preliminary objections. It was pleaded that the appellant/defendant purchased a bus bearing Registration No. HR-39/1359 through a General Power of Attorney from Sirsa Shiv Shakti Co-operative Society Ltd., Sirsa. The said bus was got financed from Satish Kumar, Gurjant Kumar, and Ashok Kumar in the presence of Karamjit Singh s/o Kartar Singh. At that time, the said persons obtained the signatures of the appellant/defendant on blank forms, registers, pronotes, and receipts. Subsequently, due to default in payment of installments, Satish Kumar and others took possession of the bus along with its documents and thereafter prepared a blank pronote and receipt in favour of the respondent/plaintiff/Joginder Singh. All the aforesaid persons signed the said receipt as witnesses and scribe. The appellant/defendant is not acquainted with the respondent/plaintiff and never took any loan from him. Hence, the appellant/defendant is not liable to pay any amount to the respondent/plaintiff and the suit is liable to be dismissed. The appellant/defendant further stated that she moved an application before the concerned authorities on 12.06.1995 regarding misuse of her signatures obtained on blank pronotes. It was alleged that Joginder Singh, in connivance with Satish Kumar, Gurjant Kumar, and Om Parkash, forged and fabricated the pronote and receipt. The said pronote and receipt are forged and fabricated documents, and the suit is also barred by limitation. On merits, it was specifically denied that the appellant/defendant executed any



pronote or receipt in favour of the respondent/plaintiff or took any loan from him. The parties are not known to each other. Hence, the suit deserves to be dismissed.

3. The respondent/plaintiff filed a replication, reiterating the allegations contained in the plaint and expressly denying the statements made in the defendant's written statement. On the basis of the pleadings of both parties, the learned Civil Judge accordingly framed the following issues:

(i) Whether defendant had borrowed sum of Rs. 75,000/-from the plaintiff at the rate of Interest executed pronote & 2% per month on 10.11.93 favour of the plaintiff on the same and had receipt in day?OPP.

(ii) Whether plaintiff is entitled (11) recover a Sum of alongwith interest of at the rate of to Rs.75,000/-Rs.54,000/-interest 2% per month from the defendant? OPP.

(iii) Whether alleged pronote & receipt is forged and fabricated and without any consideration? OPD.

(iv) Whether the suit of the plaintiff is within limitation? OPP.

Whether the plaintiff has no locus stands and cause of action to the present suit? OPD.

(vi) Relief.

4. Both parties were afforded opportunities to adduce evidence in support of their respective pleadings. Upon consideration of the evidence and after hearing the arguments, the suit filed by the respondent/plaintiff was decreed in their favour. Aggrieved by the judgment and decree so passed, an appeal was preferred, which too met with dismissal. Challenging the concurrent judgments, the present appeal has been instituted along with an application under Order 41, Rule 27 of the Code of Civil Procedure, 1908, seeking permission to adduce additional evidence. It is contended that Satish Kumar, PW-3, had made a statement before the DSP, Sardulgarh,



recorded as Mark 'A' on the record, which could not be proved during the course of trial. Earlier the appellant/defendant had moved applications dated 07.03.2000 and 21.04.2001 before the Courts below for permission to lead the additional evidence, which were, however, declined. It is submitted that the proposed evidence is both material and relevant, and its admission is necessary for the proper adjudication of the appeal, as it would substantially assist the Court in arriving at a just and effective conclusion. Notice was served upon the respondent/plaintiff, who did not file any reply; however, the application was contested by the respondent/plaintiff during the course of arguments

5. Notice of the appeal, as well as of the accompanying application, was duly served upon the respondent. The respondent was properly served, and Mr. K.K. Beniwal, Advocate, initially appeared on his behalf but subsequently absented. The record was requisitioned for perusal.

6. I have heard learned counsel for the appellant and have through the paper-book carefully.

7. Learned counsel for the applicant/appellant submitted that the additional evidence sought to be produced is necessary for the proper adjudication of the appeal. The appellant seeks to place on record that there exists a contradiction between the testimony of PW-3 recorded during the trial in the Civil Court and the statement made by the same witness before the DSP, Sardulgarh. It is a well-settled principle of law that a statement recorded in other proceedings can be relied upon only in strict compliance with the mandatory provisions of Section 145 of the Indian Evidence Act, 1872. It is also on record that the statement in question was well within the



knowledge of the appellant and was placed on record as Mark 'A' during the trial. However, even if the appellant was permitted to produce the statement of PW-3, Satish Kumar, before the DSP, Sardulgarh, it would not materially assist the appellant in the adjudication of the appeal. This is because, in order to make use of the statement to highlight any contradictions in the testimony of PW-3 before the Court, the appellant is required to confront the witness with the contents of the said statement. In the present case, no application has been made for the re-examination of PW-3, Satish Kumar, for the purpose of confronting him with the statement made before the DSP. Without such an opportunity for confrontation, the proposed evidence cannot be effectively utilized to establish the alleged contradictions. In view of these circumstances, the application for leading additional evidence is found to be without merit and is therefore declined.

8. Learned counsel for the appellant contends that the impugned judgments and decrees passed by the Courts below are illegal, null, and void, having been rendered on the basis of conjectures, surmises, and assumptions rather than on a careful appreciation of the pleadings and evidence on record. Both the Courts below failed to properly evaluate the evidence, and the learned First Appellate Court, in particular, did not record issue-wise findings nor independently re-appreciate the evidence, as is required in an appeal of this nature. It is further submitted that the promissory note and receipt in question are forged and fabricated documents. No valid consideration was ever provided in respect of these instruments. The signatures of the appellant were obtained on blank papers in the course of an entirely separate financial transaction, which were



subsequently misused by the respondent to create the pronote and receipt in question. The impugned judgments, therefore, are based on documents that are not only unreliable but also tainted with fraud, and have been wrongly relied upon to pass the decrees against the appellant. In this regard, the findings as recorded by the learned trial Court are reproduced hereinafter:

9. *I have considered the rival contentions and perused the record.*

10. *The contentions of the learned counsel for the plaintiff that the defendant took a loan of Rs.75,000/- from the plaintiff, find force in it, as the execution of pronote, Ex.P3 & receipt, Ex.P4 has been proved by the evidence of plaintiff, who has proved that on 10.11.93 the defendant on taking the loan of Rs.75,000/- executed the pronote & receipt in his favour, which was scribed by Satish Kumar, who has been examined as PW3. The fact of scribing of pronote & receipt, has Ex.P3 & P4 at the instance of defendant has been proved by PW3, Satish Kumar. The execution of the receipt for the loan amount has also been proved by the marginal witness Gurjant Kumar, who has been examined as PW2, deposing that on 10.11.93 the defendant executed the pronote and receipt in favour of the plaintiff and he alongwith Om Parkash were witnesses receipt, Ex. P4. The execution of the receipt in favour of plaintiff has also been admitted by the defendant during her cross-examination deposing that her signatures were taken on the pronote. As per Section 20 of the Negotiable Instruments Act inchoate negotiable instrument can be completed by the person in whose favour it is executed. The receipt, Ex. P4 also bears the signatures of defendant, Jagdeep Kaur, as it has been proved by the evidence of DW3, Dr. Atul Kumar Singla, examined at the instance of the defendant, who compared the signatures of the defendant on the receipt, Ex.P4 with other signatures on statement and submitted his report, Ex.D1 with the observation that all the signatures compared tally with each other and have been signed by one the same person. Under these circumstances, it is proved that the pronote & receipt, Ex.P3 & P4 have been executed by the defendant in favour of the plaintiff.*



9. To establish the claims in the case, the respondent/plaintiff appeared as PW-1 and deposed in accordance with the averments made in his plaint. He proved on record the promissory note (Exhibit P-3) and the receipt (Exhibit P-4) executed by the appellant in his favour. The testimony of the respondent/plaintiff was further corroborated by PW-2, Gurjant Kumar, and PW-4, Om Parkash, who were witnesses to the execution of the promissory note and receipt. PW-3, Satish Kumar, the scribe of these documents, deposed that the promissory note was prepared at the instance of the appellant, was read over and explained to her, and that she signed the promissory note and receipt after fully acknowledging and admitting their contents. During cross-examination, the appellant admitted her signatures on both the promissory note and receipt. The appellant/defendant, however, failed to produce any document on record to substantiate her claim that she obtained a bus financed through Arora Finance Company, Satish Kumar, Gurjant Kumar, or Om Parkash, relying solely on unsubstantiated statements. She could have produced the relevant documents executed by Satish Kumar and others in her favour, either concerning the loan for financing the bus or the subsequent possession of the vehicle, but no such material was placed on record. The evidence on record, therefore, clearly demonstrates that the appellant borrowed a sum of Rs. 75,000/- from the respondent/plaintiff, agreed to repay the same along with interest at the rate of 2% per annum, and executed the promissory note and receipt in his favour. Consequently, Issues Nos. 1 to 3 were rightly held to be proved in favour of the respondent/plaintiff. It is further established that the suit was filed within the period of limitation. The evidence recorded by both Courts



below is cogent, convincing, and uncontroverted, and the appellant/defendant has failed to point out any material irregularity or illegality in the findings of the Courts. Once the execution of the promissory note and receipt is proved, a statutory presumption arises under Section 118 of the Negotiable Instruments Act, 1881, that the instrument was executed for valuable consideration. The appellant/defendant has failed to rebut this statutory presumption, and as such, the findings of both Courts below are fully justified.

10. In view of the foregoing discussion and for the reasons stated above, the application filed under Order 41, Rule 27 CPC as well as the present appeal are found to be without merit and are, accordingly, **dismissed**.

(VIRINDER AGGARWAL)
JUDGE

18.12.2025

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