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

RSA-5128-2016 (O&M)

Date of decision : 30.10.2025

BANT SINGH

....Appellant

Versus

DARSHAN SINGH

....Respondent

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. S.K. Chaudhary, Advocate
for the appellant.

Mr. Rajesh Bhatheja, Advocate
for the respondent.

PANKAJ JAIN, J. (ORAL)

CM No.13330-C of 2016

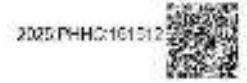
This is an application filed under Section 5 of Limitation Act read with Section 151 CPC seeking condonation of delay of 19 days in re-filing the instant appeal.

For the reasons recorded in the application, this Court is satisfied that the applicant/appellant has made out a sufficient cause for condonation of delay.

Consequently, the present application is allowed. The delay of 19 days in re-filing the instant appeal, is hereby condoned.

RSA-5128-2016 (O&M)

Defendant is in second appeal.



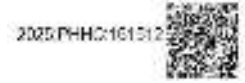
2. For convenience and to avoid confusion, the parties hereinafter are referred to by their original position before the Court of the First Instance, i.e., the appellant as defendant and respondent as plaintiff.

3. Plaintiff filed suit for recovery of Rs.92,000/- as principal amount along with Rs.33,120/- as interest @ 1% per month against the defendant.

3.1. As per the plaintiff, defendant procured a loan of Rs.92,000/- from him on 10.01.2011 and promised to pay back the same by executing promissory note and receipt in favour of the plaintiff. Defendant promised to pay back the amount along with interest @ 2% per month. Defendant failed to pay back the amount.

4. Defendant contested the suit. As per defendant, promissory note and receipt have been materially altered. Earlier property of defendant was mortgaged with the plaintiff. Defendant paid back the mortgage money. Plaintiff did not redeem the property. When he was asked to redeem the property, he obtained signatures of defendant on the pronote and receipt. The same are being used for the present *lis*. Defendant claimed that his signatures were obtained on blank papers.

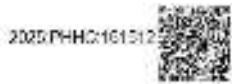
5. Plaintiff in order to prove his case, examined Sukhdev Singh marginal witness of the promissory note as well as receipt, as PW-1. Notary Public, who attested the promissory note and receipt, was examined as PW-3.



6. Both the Courts below concurrently found that the plaintiff successfully proved execution of promissory note as well as the receipt. Defendant failed to prove his defence and thus suit filed by the plaintiff, was ordered to be decreed for the principal amount of Rs.92,000/- along with interest @ 9% per annum from the date of execution of promissory note till the date of filing of the suit. *Pendente lite* interest was also granted @ 9% per annum. Future interest was granted @ 6% per annum.

7. Counsel for the appellant has assailed the findings recorded by the Courts below to contend that the defence raised by the defendant, was not appreciated by the Courts below. He submits that photocopies of blank pronote and receipt were proved as Exhibit D-1 and D-2, but the same were not taken into consideration by the Courts below. He further submits that the defence raised by defendant that the promissory note was constructed abusing blank papers obtained by the plaintiff at the time of redemption of mortgage, has been completely ignored by the Courts below.

8. Having heard counsel for the parties and after carefully perusing the records of the case, this Court is of the opinion that the plaintiff successfully proved execution of promissory note, Exhibit P-1 and receipt, Exhibit P-2. Attesting witness namely Sukhdev Singh appeared as PW1. Notary Public Jaspal Kaur, who attested the promissory note was also examined as PW-3. The defence regarding redemption of the mortgage land and the procurement of blank stamp-papers and documents, Exhibit D-1 and Exhibit D-2, are self-contradictory. Defendant has not been able to make up



his mind as to whether he wants to plead that his signatures were obtained on blank stamp-papers or on pronote and receipt which were later on manipulated. Exhibit D-1 and Exhibit D-2 are typed pronote and receipt without signatures. Mortgage Deed has not seen light of the day. Thus, the story regarding redemption of mortgage remained unproved.

9. Production of Exhibit D-1 and Exhibit D-2 does not aid the cause of the appellant/defendant rather demolishes his case. By tendering in evidence photocopies of Exhibit D-1 and D-2 of the pronote and receipt, the defendant in a way has admitted that the documents were typed and a copy thereof was handed-over to him. There is nothing on record to suggest that defendant ever made any complaint regarding misuse of the said documents or even raised the issue with the plaintiff ever.

10. In view of above, this Court finds no reason to disturb concurrent findings of fact recorded by the Courts below as there is nothing to suggest that there is any element of question of law involved in the present appeal.

11. Resultantly, finding no merit in the present appeal, the same is ordered to be dismissed.

12. Pending application, if any, shall also stands disposed off.

October 30, 2025
Dpr

(Pankaj Jain)
Judge

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