



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

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**RSA-5940-2016 (O&M)
Date of decision : 15.09.2025**

Arjan Singh**..... Appellant**

versus

Teja Singh**..... Respondent****CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN**

Present: Mr. Arnav K. Sood, Advocate
for the appellant.

Mr. Abhinav Jain, Advocate
for the respondent.

PANKAJ JAIN, J. (Oral)

1. Defendant is in appeal aggrieved of judgment and decree passed by the Courts below, whereby the suit filed by the plaintiff for recovery of Rs. 2,78,000/- including principal amount of Rs. 2,00,000/- stands decreed.

2. Plaintiff filed suit for recovery on the basis of promissory note claimed to have been executed in his favour by defendant on availing loan of Rs.2,00,000/- on interest @ 1.5% per month.

3. Suit was contested by the defendant denying execution of the promissory note and receipt dated 12.11.2009. Defendant claimed that the documents were anti-dated, false and fabricated documents. The same do not bear his signatures. There is a long dispute between family of Gurcharan Singh son of Gulwant Singh as his brother Sukhmander Singh implicated him in a false criminal case registered for offenses under section 420, 468, 471 and 120-B IPC. The defendant earned



acquittal. The judgment was upheld in appeal against acquittal filed by the complainant. Plaintiff was encroaching street in front of the dairy centre run by defendant. On objection raised by him, there was an altercation between them. In order to axe the grind, the plaintiff in connivance with the attesting witnesses created a forged and fabricated promissory note.

4. Suit filed by the plaintiff was put to trial by the Court of First Instance framing following issues:-

- “1. Whether defendant took loan of 2,00,000/- from the plaintiff and executed and pronote and receipt dated 12.11.2009? OPP.
2. Whether plaintiff is entitled to recover the above said amount from the plaintiff alongwith interest? If so, at what rate? OPP.
3. Whether the pronote and receipt in question are forged, fabricated & anti-dated documents and same are without consideration? OPD.
4. Whether the plaintiff has concealed the material facts from this Court? OPD.
5. Whether there are material alterations in the alleged pronote and receipt? OPD.
6. Relief.”

5. Plaintiff examined the attesting witness Gurcharan Singh as PW1. Scribe Lal Chand was examined as PW3. Anil Kumar handwriting expert was examined as PW4. Legal notice served upon the defendant dated by 22.12.2011 was proved as Ex.P2 and postal receipt as Ex.P4.

6. Defendant appeared himself in support of his defence and relied upon certified copy of judgment dated 25.01.2012 Ex.D1. Gurcharan Singh, while deposing as PW1, proved execution of promissory note and receipt in favour of the plaintiff. Scribe Lal Chand



PW3 deposed that he scribed the promissory note at the instance of defendant Arjan Singh in favour of the plaintiff. The promissory note was read over and explained to him by defendant, who signed the same after understanding the contents thereof. Handwriting expert PW4 tendered his report opining that the disputed signatures of the defendant on pronote tally with his admitted signatures.

7. Both the Courts below decreed the suit filed by the plaintiff holding that the execution of promissory note stands proved and defendant failed to lead any evidence to prove his defence.

8. Counsel for the appellant has assailed the findings recorded by the Courts below. It has been contended that merely by proving execution of the promissory note, payment of Rs.2,00,000/- as loan does not stand proved. Plaintiff was under obligation to prove the source of Rs.2,00,000/- and that the said amount was paid to the defendant. In the absence of any evidence to prove the same, Courts below erred in decreeing the suit filed by the plaintiff.

9. Mr. Sood submits that the family of the only witness examined by plaintiff has a history of rivalry with the defendant. He being an interested witness should not have been relied upon by the Courts below to hold that the execution of the promissory note stands proved.

10. I have heard counsel for the parties and have carefully gone through the records of the case.

11. So far as the source of funds is concerned, plaintiff in his cross-examination specifically answered that the amount lent to the defendant was the one which he received after leasing out his



agricultural land to one Kulwinder Singh of village Thuthgarh. He claimed that writing regarding the same is available with him and he can produce the same in the Court. Plaintiff was however never asked to produce the same. Execution of promissory note as well as receipt stands fully proved by the testimony of attesting witness as well as scribe Lal Chand. The issue regarding registration of criminal case against the defendant by brother of Gurcharan Singh has been dealt with by the Lower Appellate Court. It has come on record that in the FIR, the complainant was Sukhmander Singh-brother of Gurcharan Singh and not Gurcharan Singh. Section 118 of the Negotiable Instruments Act provides for a clear presumption regarding negotiable instruments. Thus the Courts have rightly presumed that the negotiable instrument or the endorsement was made or endorsed for consideration as the execution thereof was proved.

12. In view of the statutory presumption, the burden shifted upon the defendant to prove his defence. In the present case, the defence raised by the defendant is regarding document being forged and fabricated. Counsel for the appellant is not in position to dispute that no evidence was led by the defendant to prove the defence.

13. In view thereof, this Court finds no ground to interfere in the present appeal, the same is ordered to be dismissed.

14. Since the main case has been decided, pending miscellaneous application, if any, shall also stand disposed off.

15.09.2025		(PANKAJ JAIN)
Dinesh		JUDGE
	Whether speaking/reasoned :	Yes
	Whether Reportable :	No