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

**108** **RSA-2986-2025 (O&M)**
**Date of Decision :29.08.2025**

**Vikramjeet** **…..Appellant**

**Vs.**

**Parkash Chand** **…..Respondent**

**CORAM:- HON'BLE MR. JUSTICE DEEPAK GUPTA**

Present:- Mr. Raj Mohan Singh, Advocate
for the appellant.

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**DEEPAK GUPTA, J. (ORAL)**

Defendant of the case has approached this Court by way of the present Regular Second Appeal against the concurrent findings of the Courts below, inasmuch as the suit for recovery of ₹3,75,000/- (being principal amount of ₹3,00,000/- and interest of ₹75,000/-), based upon pronote and receipt dated 22.07.2018, was decreed by the learned Trial Court on 03.04.2024 and the appeal filed by the defendant–appellant was dismissed by the learned First Appellate Court on 29.07.2025.

2. The only contention raised by learned counsel for the appellant is that the evidence on record has not been properly appreciated by the Courts below, inasmuch as the plaintiff neither proved his financial capacity nor the alleged friendly relations between the parties.

3. This Court has considered the submissions made on behalf of the appellant and has perused the paper-book.

4. According to the plaintiff, he had friendly relations with the defendant and, on 22.07.2018, he advanced a sum of ₹3,00,000/- to the defendant at Mandi Dabwali in the presence of witnesses. In token thereof, the defendant executed a pronote and receipt of even date, duly attested

by Ramesh Kumar son of Krishan Lal, and Ram Chander son of Amar Nath, both residents of Mandi Dabwali. The defendant agreed to repay the said loan with interest @ 1% per month till realization. Despite service of legal notice dated 04.08.2020 through registered post, the defendant failed to make payment. Hence, the plaintiff filed the present suit seeking recovery of ₹3,75,000/-, i.e. principal amount of ₹3,00,000/- and interest of ₹75,000/-.

5. In his written statement, the defendant denied having taken any loan from the plaintiff, denied execution of the pronote and receipt, and alleged forgery and fabrication in collusion with the attesting witnesses. He further alleged that plaintiff, being a commission agent, used to obtain his signatures on blank papers at the time of settling accounts for sale of agricultural produce, and the pronote and receipt had been prepared by misusing such blank signed papers. He also contended that plaintiff neither had a money-lending license nor disclosed the alleged amount in his income-tax return.

6. Necessary issues were framed and evidence was led by both parties. The learned Trial Court decreed the suit, and the learned First Appellate Court affirmed the findings.

7. The contention of learned counsel for the appellant that the evidence has not been properly appreciated, is wholly untenable. Both the Courts below have rightly relied not only on the testimony of the plaintiff, who categorically proved having advanced ₹3,00,000/- to the defendant and execution of the pronote and receipt (Ex.P3 & Ex.P4), but also on the deposition of one attesting witness, Ramesh Kumar (PW-2), who supported due execution and payment of consideration in his presence. Additionally, handwriting and fingerprint expert Anil Kumar Gupta (PW-3) compared the admitted signatures of the defendant with those on the pronote and receipt and opined that both bore the signatures of the defendant.

8. In the face of such evidence, the bald denial by the defendant could not be accepted. Moreover, the Courts below have correctly noticed that the defendant took contradictory stand - on the one hand, denying his signatures on the documents, and on the other, alleging misuse of blank signed papers. Such inconsistent defence, in the facts and circumstances, was rightly disbelieved.

9. The learned First Appellate Court has further correctly observed that in view of the presumption under Section 118 of the Negotiable Instruments Act, 1881, the plaintiff was not required to independently prove his financial capacity. The mere fact that the amount was not reflected in the plaintiff's income-tax return is not sufficient to negate the liability of the defendant. The defendant also failed to adduce cogent evidence to prove that the plaintiff was a professional money-lender so as to attract the requirement of money-lending license. A "money-lender" is one who is engaged in the business of advancing loans as a regular occupation. No such material has been placed on record by the defendant.

10. In view of the above discussion, this Court finds no ground to interfere with the concurrent and well-reasoned findings of fact recorded by the Courts below on proper appreciation of evidence. Consequently, the present appeal being devoid of merit, stands dismissed.

All the miscellaneous application(s), if any, stand disposed of.

**(DEEPAK GUPTA)**
**JUDGE**

**August 29, 2025**
Neetika Tuteja

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| Whether Speaking/reasoned | Yes/No |
| Whether Reportable | Yes/No |