2026:BHC-NAG:2784

IN THE HIGH COURT OF JUDICATURE AT BOMBAY NAGPUR BENCH, NAGPUR

SECOND APPEAL NO. 52 OF 2025

(ARTI NARAYANRAO NIPANE (ARTI VIJAY HICHGHARE)
VS
MOHAN JAGAN NAGARDHANE AND OTHERS)

Office Notes, Office Memorandum of Coram, appearances, Court's orders or the directions, and Registrar's orders.	*Court's or Judge's order*

Mr. S.P.Deshpande, Mr.A.R.Kalele and Mr.R.N.Borwankar, Advocate for appellant.

CORAM : ROHIT W. JOSHI, J.
FEBRUARY 17, 2026

1) The present appeal is filed challenging the judgment and decree dated 08/09/2022 passed by the District Judge-12, Nagpur in R.C.A. No.565/2017, whereby the judgment and decree dated 03/08/2017 passed by 3rd Joint Civil Judge, Junior Division, Nagpur in R.C.S.No.398/2013 was upheld.

2) The appellant is the original plaintiff who has filed a suit for recovery of money of Rs.70,000/- against the defendants on the basis of promissory note dated 06/06/2006. The execution of promissory note is not in dispute. It is the case of the plaintiff that this amount of Rs.70,000/- is a hand loan advanced by the plaintiff to the defendants and the promissory note was issued by the defendants to ensure repayment of hand loan. As against this, the case of defendants is that the plaintiff is their landlord and the promissory note was obtained by plaintiff because the defendants were in arrears of rent which is paid by the defendants to the plaintiff pursuant to order passed in a separate judicial proceeding.

3) The promissory note by itself does not mention the purpose for which the same was obtained. Both sides led evidence in support of their respective contentions. It is true that Section 118 of the Negotiable Instruments Act, 1881 gives rise to a presumption that when a promissory note is issued by a person in favour of another, it is towards discharge of a legal liability. However, the presumption does not extend to what the liability is. Even payment of rent is a legal liability for which a promissory note can be issued.

4) It is admitted fact that defendants were tenants of plaintiff at the relevant time and that they were in arrears of rent. The learned Courts have therefore, accepted the version of the defendants that promissory note was issued as an assurance for his payment of arrears of rent. The plaintiff has failed to bring any corroborative evidence in the form of book of account or acknowledgment/receipt in support of his contention of advancing hand loan to the defendants. As against this, the fact that the defendants were in arrears of rent at the relevant time is not in dispute.

5) The learned Courts have accepted the case of defendants on appreciation of evidence. The case involves re-appreciation of evidence which is beyond the jurisdiction of this Court under Section 100 of Civil Procedure Code. Second Appeal is dismissed as it does not give rise to any substantial question of law. No order as to costs.

(ROHIT W. JOSHI, J.)

KOLHE
Signed by: Mr. Ravikant Kolhe
Designation: PA To Honourable Judge
Date: 17/02/2026 20:25:09