

2026:PHHC:060686



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

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**RSA-483-2026 (O&M)
Date of decision :22.04.2026**

VIRENDER SINGH

... APPELLANT

VERSUS

SUBE SINGH

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Mukesh Yadav, Advocate
for the appellant.

PARMOD GOYAL, J. (ORAL)

1. The present Regular Second Appeal has been preferred by the appellant–defendant, being aggrieved by the impugned judgment and decree dated 19.11.2018 passed by the learned Civil Judge (Junior Division), Narnaul, whereby the suit filed by the respondent–plaintiff for recovery of ₹63,000/- along with interest of Rs. 20,160/- was decreed. Appellant-defendant is also challenging the judgment and decree dated 04.11.2025 passed by the learned District Judge, Narnaul, vide which first appeal preferred by the appellant was dismissed.

2. Respondent-plaintiff had sought recovery of Rs. 63,000/- along with interest of Rs. 20,160/- on the ground that both the respondent-plaintiff and the defendant are residents of Village Naudi and are well known to each other. That the appellant-defendant had taken a loan of Rs. 63,000/- from the respondent-plaintiff on 19.04.2016 and, in acknowledgment thereof, had duly

assuring repayment of loan taken by appellant-defendant from respondent-plaintiff as agreed. The loan was stated to carry interest @ 2% per annum. However, the appellant-defendant failed to repay the said amount along with interest and, despite service of legal notice dated 13.07.2017, defendant refused to make payment of principal amount as well as interest amount to the respondent-plaintiff. Hence, the respondent-plaintiff had filed the suit for recovery of amount payable to appellant-defendant along with interest.

3. On notice, the appellant-defendant appeared and contested the suit by raising various preliminary objections with regard to its maintainability etc. On merits, the execution of the pronote and receipt dated 19.04.2016 was specifically denied. The same were stated to be forged and fabricated documents. It was pleaded that the appellant-defendant had never executed any such documents nor received the alleged loan amount of Rs. 63,000/- from the respondent-plaintiff. However, the appellant-defendant admitted receipt of the legal notice. On these grounds, dismissal of the suit was prayed for.

4. From the pleadings of the parties, the following issues were framed:

- “1. Whether the plaintiff is entitled to recovery ₹83,160/- as alleged in the plaint from defendant? OPP
2. Whether suit of the plaintiff is not maintainable in the present form? OPD
3. Whether plaintiff has no cause of action & locus standi to file the suit in the present form? OPD
4. Whether the plaintiff has not come to the court with clean hands? OPD
5. Whether the suit of the plaintiff is bad for non-joinder and mis-joinder of necessary parties? OPD
6. Whether the suit of the plaintiff is time barred? OPD
7. Whether the plaintiff is estopped from filing the present suit

by his own act and conduct? OPD

8. *Whether the defendant is entitled for special cost? OPD*

9. *Relief.”*

5. In order to prove his case, the respondent-plaintiff examined Amar Singh, the scribe of the pronote, as PW-1; Suresh, one of attesting witness, as PW-4; Dharampal, the second attesting witness, as PW-3; and respondent-plaintiff himself appeared as PW-2. The respondent-plaintiff duly placed on record the pronote and receipt as Ex. PW-1/B and Ex. PW-1/C. He further examined Suresh Chand, clerk of his counsel, as PW-5, who proved the legal notice as Ex. PW-5/A and postal receipt as Ex. PW-5/B.

6. In rebuttal, the appellant-defendant appeared as DW-1 but did not tender any documentary evidence in support of his defence. The learned Court of first instance, after considering the evidence led by both the parties, decided Issue No. 1 in favour of the respondent-plaintiff, and Issue Nos. 2 to 8 were also decided in favour of the respondent-plaintiff and against the appellant-defendant. Consequently, the respondent-plaintiff was held entitled to recovery of Rs. 83,160/- along with interest @ 6% per annum from the date of filing of the suit till its realization.

7. Aggrieved by the dismissal of suit, the appellant-defendant had preferred a first appeal. The learned Appellate Court, upon reappreciation of the evidence led by the parties, affirmed the findings on Issue Nos. 1 to 8 in favour of the respondent-plaintiff and against the appellant-defendant. However, it modified the relief *qua* grant of interest by holding that future interest @ 6% per annum shall be payable only on the principal amount of Rs. 63,000/- and not on the entire decretal amount, thereby disallowing interest upon interest.

of Rs. 83,160/-, the future interest was restricted to the principal sum of Rs. 63,000/- from the date of filing of the suit till realization.

8. Learned counsel for the appellant–defendant has argued that the respondent-plaintiff has failed to prove the payment of Rs. 63,000/- to the appellant-defendant. It is contended that the said amount was, in fact, paid to the father of the respondent-plaintiff and was subsequently returned. It is further argued that no amount was ever advanced to the appellant-defendant; rather, the alleged amount stood adjusted against the due amount payable to the plaintiff's father. In the absence of any cogent evidence regarding payment of the loan amount to the appellant-defendant, it is submitted that the learned Courts below have erred in decreeing the suit of respondent-plaintiff and dismissing the appeal preferred by the appellant–defendant.

9. On consideration, this Court does not find any error in the judgments and decrees passed by both the Courts below. Perusal of the impugned judgments and decrees as well as the evidence on record shows that both the Courts below have rightly appreciated the evidence led by the parties before the learned Court of first instance.

10. Admittedly, in the present case, the respondent-plaintiff not only appeared to prove the execution of the pronote and receipt acknowledging the receipt of the amount by the appellant-defendant, but had also examined the scribe of the pronote and receipt as well as both the attesting witnesses thereto. On the other hand, the case of the appellant-defendant is that the pronote and receipt are forged and fabricated documents. However, no cogent evidence has been led by the appellant-defendant to substantiate the said plea.

11. It is settled principle of law that the onus to prove fraud or

fabrication lies upon the party alleging it. In the present case, except for the self-serving statement of the appellant-defendant who appeared as DW-1, no material has been placed on record to establish that the signatures of the appellant-defendant on the pronote and receipt were forged or fabricated. On the contrary, the respondent-plaintiff, by examining the scribe as well as both the attesting witnesses, has duly proved the execution of the pronote and receipt and the signatures of the appellant-defendant thereon. The said evidence has gone un rebutted. It is further evident from the record, and also admitted by the appellant-defendant that prior to filing of the suit, a legal notice was duly issued by the respondent-plaintiff, which was received by the appellant-defendant. However, despite receipt of the legal notice, the appellant-defendant neither replied to the same nor disputed the claim raised by the respondent-plaintiff therein regarding recovery of the amount on the basis of the pronote and receipt. This conduct of the appellant-defendant lends further credence to the case of the respondent-plaintiff.

12. Once the receipt acknowledging payment of Rs. 63,000/- has been duly proved on record to have been executed by the appellant-defendant, it is not necessary for the respondent-plaintiff to independently prove the actual passing of consideration, as the same stands acknowledged by the appellant-defendant himself.

13. Moreover, from the evidence led by PW-1 to PW-4, the plea of the appellant-defendant regarding adjustment or repayment of amount to the father of the respondent-plaintiff has not been substantiated in any manner. Rather, the payment of the loan amount stands clearly proved from the documentary as well as oral evidence led by the respondent-plaintiff.

14. The findings recorded by both the Courts below are based on proper appreciation of evidence and do not suffer any perversity or illegality. No substantial question of law or fact arises for consideration in the present appeal.
15. Accordingly, finding no merit in the appeal, the same is hereby dismissed.
16. Pending miscellaneous application(s), if any, also stand(s) disposed of accordingly.

22.04.2026
manoj

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned	Yes
Whether reportable	Yes/No