

2026:PHHC:071454



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

RSA-3922-2019 (O&M)
Date of Decision: 06.05.2026

Rajinder Kumar

...Appellant

Versus

M/s Dalip Kumar Bhawar Lal Commission Agents ...Respondent

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Ms. Rashmi Verma, Advocate, for
Mr. Manu Loona, Advocate, for the appellant.

VIKRAM AGGARWAL, J (Oral)

This is defendant's appeal against the judgment and decree dated 23.08.2018, passed by the Court of Additional District Judge, Fazilka, dismissing the appeal against the judgment and decree dated 11.02.2015 passed by the Court of Civil Judge (Junior Division), Abohar, vide which the suit filed by the plaintiff, was decreed.

2. For the sake of convenience and clarity, parties shall be referred to as per their original status.

3. The plaintiff filed a suit for recovery of Rs.1,23,592/- (i.e. Rs.84,000/- as principal amount and Rs.39,592/- as interest). It was claimed that the plaintiff (a partnership firm) was doing the business of Commission Agent at Abohar. It used to advance loans to the agriculturists, who sold their agriculture produce through the plaintiff firm. It was further asserted that defendant-Rajinder Kumar, who was an agriculturist, had

approached the plaintiff-firm on 14.02.2011 and had requested to open a current and mutual account in the account books of the plaintiff and had further promised to sell his agricultural produce through the plaintiff-firm. He had further agreed to pay interest @ 24% per annum on the amount received by him from the plaintiff-firm, from time to time in his account. It was further the case of the plaintiff that the defendant had borrowed a sum of Rs.84,000/- on 14.02.2011 from the plaintiff and an entry in this regard was also made in the day book of the plaintiff. It was further asserted that the account in the name of defendant was opened in the ledger book for the year 2010-11 and a debit entry of Rs.84,000/- was also recorded therein. The defendant was requested to repay the aforesaid amount along with the requisite interest, but he failed to do so.

3.1 The defendant contested the suit by filing a written statement. He denied the factum of having borrowed the alleged amount from the plaintiff. It was further averred that the entry in the name of the defendant was forged and fabricated and without consideration. It was also asserted that the plaintiff-firm had never settled the accounts with the defendant despite repeated requests made by him.

3.2 The plaintiff filed replication to the written statement filed by the defendant denying the contents made therein and reiterating those made in the plaint.

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

1. Whether the plaintiff is entitled for recovery

of any amount from the defendants as alleged?OPP

- 2. Whether the plaintiff is entitled to any interest as prayed for, if so at what rate?OPP**
- 3. Whether the present suit is not maintainable in its present form?OPD**
- 4. Whether the plaintiff has any caused of action to file the present suit?OPD**
- 5. Whether the plaintiff is estopped by his own act and conduct from filing the present suit?OPD**
- 6. Whether the plaintiff has concealed the material facts from this Court?OPD**
- 7. Whether the suit of the plaintiff is within the limitation?OPP**
- 8. Relief.**

5. Parties led their respective evidence.

6. The trial Court, vide judgment and decree dated 11.02.2015, decreed the suit filed by the plaintiff. The appeal filed by the defendant against the said decision was dismissed by the first Appellate Court vide judgment and decree dated 23.08.2018. Aggrieved by the same, the defendant has preferred the instant appeal.

7. I have heard learned counsel for the appellant and have also perused the record.

8. Learned counsel appearing for the appellant argues that both Courts failed to take into consideration that there had been previous dealings between the parties, which were proved by way of documents Ex.D.1 to Ex.D.8. It is further argued that once it was established on the record that there had been business dealings between the parties for a long time, there was no requirement for the defendant to open a new account with

the plaintiff on 14.02.2011. It is further argued that the plaintiff had failed to settle the accounts of the defendant and had rather sought recovery of the amount, which had never been borrowed by the defendant. It is further argued that the findings recorded by both Courts are based on conjectures and surmises and the same are liable to be set aside by this Hon'ble Court.

9. I have considered the submissions made by learned counsel for the appellant, but find the same to be devoid of merit.

10. Both Courts returned a finding that the plaintiff had proved on record that the appellant-defendant had borrowed the amount of Rs.84,000/- on 14.02.2011 by way of Exhibit P.3 i.e., the entry made in the account books of the plaintiff maintained in the regular course of business, which was duly signed by the appellant-defendant. It was further found that the appellant-defendant had admitted his signatures on Exhibit P.3. It was further found that on the other hand, though the appellant-defendant had taken a defence that the aforesaid entry was forged and fabricated yet no evidence in this regard was led by him.

11. As regards the stand of the defendant that in terms of the documents Mark-DA, Mark-DB and Mark-DD, the aforesaid amount was not due, both Courts recorded a categorical finding that the said documents were not proved as per the provisions of the Evidence Act.

12. This Court is of the considered opinion that the findings recorded by both Courts are based on evidence on

record. Both Courts rightly recorded that once the appellant-defendant had admitted his signatures on the entry Exhibit P.3 vide which the amount of Rs.84,000/- was borrowed by him, it was for him to explain as to under what circumstances the said signatures had appeared on the said documents. The plea of the said entry being forged and fabricated was rightly rejected, as no evidence in this regard was led by the defendant.

13. Still further, as regards documents Exhibits D.1 to D.8, it was rightly found that the said documents showed previous dealings between the parties but a new account was opened on 14.02.2011 and loan of Rs.84,000/- had been borrowed.

14. In view of the above, the concurrent findings of facts recorded by both Courts cannot be said to be suffering from any illegality warranting interference by this Court in the instant Regular Second Appeal. It could not be shown that any evidence has been misread or taken into consideration.

15. For the reasons aforementioned, I do not find any merit in the present appeal and the same is, accordingly, dismissed.

16. Pending application(s), if any, also stands disposed of.

(VIKRAM AGGARWAL)
JUDGE

06.05.2026
ds

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