

2026:PHHC:070926



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

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**RSA-2768-2023 (O&M)
Date of decision :07.05.2026**

MIYAN SINGH

... APPELLANT

VERSUS

GAURAV KUMAR

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Vishal Nehra, Advocate (through V.C.)
for the appellant.

PARMOD GOYAL, J. (ORAL)

1. Present regular second appeal has been preferred by appellant-defendant being aggrieved by the concurrent findings recorded against him vide the impugned judgment and decree dated 27.09.2017 passed by the Civil Judge (Junior Division), Narwana, and by judgment and decree dated 03.05.2023 passed by the District Judge, Jind, whereby the suit filed by the respondent-plaintiff for recovery of Rs. 3,63,000/- (Rs. 3,00,000/- towards principal amount and Rs. 63,000/- towards interest) against the appellant-defendant was decreed, and the first appeal preferred by the appellant-defendant was dismissed.

2. The simple case of the respondent-plaintiff was that on 20.01.2011, the appellant-defendant had taken a loan of Rs. 3,00,000/- from the respondent-plaintiff in the presence of one Satpal Singh, agreeing to pay interest @ 1.50% per month. In acknowledgment of the loan and receipt of the amount, appellant-defendant executed pronote and receipt in favour of respondent-plaintiff by

affixing his thumb impressions thereon. It was further pleaded that the pronote

and receipt were scribed by the respondent-plaintiff himself. Since the defendant failed to repay the said amount to respondent-plaintiff, the respondent-plaintiff filed a suit against him seeking recovery of Rs. 3,63,000/-, i.e. Rs. 3,00,000/- towards principal amount and Rs. 63,000/- towards interest accrued from the date of advancement of the loan till the filing of the suit.

3. On notice, the appellant-defendant raised various preliminary objections regarding the maintainability of the suit. On merits, the appellant-defendant specifically denied having taken any loan or having executed the pronote and receipt. It was pleaded that the suit was not maintainable as the respondent-plaintiff was carrying on the business of money lending without obtaining the requisite license. The appellant-defendant further asserted that he was working as an agriculturist, whereas the respondent-plaintiff was working as a commission agent. Taking advantage of the fact that appellant-defendant had stopped selling his agricultural produce through respondent- plaintiff, the respondent-plaintiff allegedly fabricated and forged the documents in question by using thumb impressions on blank papers. It was alleged that the respondent-plaintiff had misused the said thumb impressions by preparing a false pronote and receipt. Accordingly, dismissal of the suit was prayed for.

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

1. Whether plaintiff is entitled to recovery of sum of Rs. 63,000/- along with interest as prayed? OPP.
2. Whether suit is not maintainable in the present form? OPD.
3. Relief.

5. Both the Courts below, after appreciating the evidence led by the parties, concluded that the appellant-defendant had borrowed a sum of Rs.

3,00,000/- from the respondent-plaintiff on interest on 20.01.2011 and had executed the pronote Ex. P-1 and receipt Ex. P-2 in acknowledgment thereof, and accordingly decreed the suit as well as dismissed the first appeal preferred by appellant-defendant. Upon reappreciation of the evidence, I do not find any error in the approach adopted by the learned Courts below in accepting the evidence adduced by the respondent-plaintiff and rejecting the case of the appellant-defendant on the basis of the pleadings as well as the evidence led by the parties.

6. Admittedly, the thumb impressions appearing on the pronote and receipt are not denied by the appellant-defendant. The simple case of the appellant-defendant is that he had neither taken any loan nor intended to take any loan, and that his thumb impressions were obtained by misrepresentation and were subsequently misused by the respondent-plaintiff.

7. In the present case, in order to prove his case, the respondent-plaintiff himself appeared as PW-1 and also duly examined handwriting and fingerprint expert Dr. Inderjit Singh as PW-2. From the testimonies of PW-1 and PW-2, due execution of the pronote and receipt acknowledging the loan transaction as well as receipt of the amount borrowed by the appellant-defendant stands proved. In fact, the evidence of PW-2 only corroborated the submission made by the appellant-defendant that the pronote and receipt bear his thumb impressions.

8. The sole defence set up by the appellant-defendant was that his thumb impressions had been obtained on blank papers and, therefore, the pronote and receipt were the result of misrepresentation, fraud and fabrication.

Since the plea of fraud was specifically raised by the appellant-defendant, the

burden to prove the same squarely lay upon him. However, it is noteworthy that no independent evidence was led by the appellant-defendant in support of such plea. Although the appellant-defendant appeared as DW-1, his solitary self-serving oral statement regarding misuse of his thumb impressions on the pronote and receipt is not sufficient to establish fraud, particularly in view of his conduct in the present case.

9. Admittedly, as proved by PW-3, A.K. Nain, Advocate, Narwana, prior to the filing of the present suit, a legal notice Ex. PB through postal receipt Ex. P-4 was duly issued to the appellant-defendant demanding repayment of the loan amount on the basis of the pronote and receipt. Complete particulars of the transaction were specifically mentioned therein. However, neither was the said notice replied to, nor did the defendant take any steps to challenge the alleged misuse of his thumb impression on the pronote and receipt. Had it truly been a case of fraud and fabrication, it was incumbent upon the defendant to raise his grievance immediately upon receipt of the notice and upon coming to know about alleged misuse of blank papers. However, he neither lodged any police complaint nor submitted any complaint before concerned authority regarding such alleged misuse. He did not even care to reply to the legal notice issued through PW-3. The conduct of the appellant-defendant, therefore, clearly indicates that he was fully aware that he had affixed his thumb impression on the pronote and receipt after taking the loan, and that the plea raised in the written statement was merely a false defence adopted to evade liability.

10. In the absence of any cogent evidence led on behalf of the defendant to prove fraud, the conclusions drawn by the learned Courts below cannot be faulted. The appeal, being devoid of merit, is accordingly dismissed.

11. Pending miscellaneous application(s), if any, also stand(s) disposed of accordingly.

07.05.2026
manoj

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned	Yes
Whether reportable	Yes/No