

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

RSA-1563-2023 (O&M)
Date of decision: 12.05.2026**Abhay Singh**

. . . . Appellant

Vs.

Ram Kumar

. . . . Respondent

CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA

Present: - Ms. Deepika, Advocate, for
Mr.Sandeep Kumar Yadav, Advocate, for the appellant

DEEPAK GUPTA, J. (ORAL)**CM-5705-C-2023**

This is an application under Section 5 of the Limitation Act, 1963 for condonation of delay of 35 days in filing the appeal.

2. For the reasons mentioned in the application, the same is allowed and the delay of 35days in filing the appeal is hereby condoned.

RSA-1563-2023 (O&M)

3. The present Regular Second Appeal has been preferred by the defendant-appellant assailing the concurrent judgments & decrees passed by the learned Courts below, whereby the suit for recovery instituted by the plaintiff-respondent on the basis of pronote and receipt has been decreed.

4. Learned trial Court, after appreciating the oral as well as documentary evidence available on record, decreed the suit for recovery of ₹4,07,500/- alongwith interest vide judgment & decree dated 28.11.2017. The first Appellate Court has affirmed the said findings on 10.05.2022 and dismissed the appeal preferred by the defendant. Aggrieved there-against, the defendant has approached this Court by way of the present second appeal.

5. Briefly noticed, the case of the plaintiff was that the defendant had borrowed an amount of ₹2,50,000/- on 30.01.2014 and executed a pronote and receipt in favour of the plaintiff in the presence of attesting witnesses with an agreement to pay interest @ 2% per month. Despite repeated requests and service of legal notice, the amount was not repaid, compelling the plaintiff to institute the suit for recovery.

6. The defendant contested the suit primarily on the plea that the pronote and receipt were not executed towards any loan transaction but were allegedly obtained as security during settlement talks in relation to certain criminal proceedings between the parties. It was further alleged that the documents were procured by fraud and misrepresentation and that the date had subsequently been inserted therein.

7. The learned trial Court framed necessary issues and, upon consideration of the evidence led by both parties, returned a categorical finding that execution of the pronote and receipt stood duly proved by the plaintiff through the testimony of attesting witness Vikram Singh as well as the plaintiff himself. The Court further held that the defendant failed to substantiate his plea of fraud, coercion or misrepresentation by any cogent evidence. Resultantly, the suit was decreed. Appellate court has concurrent with these findings.

8. Learned counsel appearing on behalf of the appellant has argued that both the Courts below have failed to appreciate that the pronote and receipt were never executed against any loan transaction and were merely obtained during compromise negotiations in criminal litigation. It is contended that the documents were undated and the plaintiff subsequently manipulated the same. It is further argued that the findings recorded by the Courts below are perverse and based upon misreading of evidence.

9. I have heard learned counsel for the appellant and perused the record with his assistance.

10. At the outset, it deserves notice that both the Courts below have concurrently held that execution of pronote and receipt by the defendant stood

proved on record. The attesting witness examined by the plaintiff specifically identified the signatures of the defendant on the pronote and receipt. The plaintiff also entered the witness box and supported the case set up in the plaint. Nothing substantial could be elicited during their cross-examination so as to discredit their testimony.

11. Once execution of the pronote stood proved, a statutory presumption regarding consideration arose in favour of the holder of the negotiable instrument. The burden thereafter shifted upon the defendant to rebut such presumption by leading cogent and reliable evidence. However, except for making bald allegations of fraud and coercion, no convincing evidence was produced by the defendant.

12. Significantly, the defence set up by the defendant was found inherently improbable by the learned trial Court itself for the reason that the pronote and receipt bore the date 30.01.2014, whereas the criminal proceedings, in connection whereof the documents were allegedly obtained, admittedly pertained to the year 2015. Thus, the very foundation of the defence was rendered doubtful.

13. It is well settled that allegations of fraud, forgery and misrepresentation are required to be specifically pleaded and strictly proved. Mere assertions in pleadings are not sufficient to invalidate a duly executed document. The defendant neither examined any independent witness to substantiate the alleged compromise nor produced any documentary material to probabalize his defence. Both the Courts below have rightly held that the plea of fraud remained wholly unsubstantiated.

14. Learned counsel for the appellant has failed to point out any illegality, perversity or material misreading of evidence in the concurrent findings recorded by the Courts below. The findings are purely findings of fact based upon proper appreciation of oral and documentary evidence and do not call for interference in exercise of jurisdiction under Section 100 CPC.

15. It is trite that interference in second appeal is permissible only when the case involves a substantial question of law. Re-appreciation of

evidence or substitution of concurrent findings of fact is impermissible unless such findings are shown to be perverse or contrary to law. In the present case, no substantial question of law arises for consideration.

16. Consequently, finding no merit in the present appeal, the same is hereby dismissed. The judgments and decrees passed by both the Courts below are affirmed.

17. Pending miscellaneous application(s), if any, shall also stand disposed of.

12.05.2026
Vivek

(DEEPAK GUPTA)
JUDGE

<i>Whether Speaking/reasoned</i>	<i>Yes</i>
<i>Whether reportable</i>	<i>No</i>