



RSA-60-2023 (O&M)

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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

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RSA-60-2023 (O&M)

Date of decision: 20.08.2026

Sikander Singh

....Appellant

Vs.

Amarjit Singh

....Respondent

CORAM : HON'BLE MR. JUSTICE HARSH BUNGER

Present: Mr. Shamsheer S. Gill, Advocate
for the appellant.

HARSH BUNGER J. (Oral)

CM-211-C-2023:

Present application is filed seeking condonation of delay of 4 days, in filing the main case i.e. RSA-60-2023.

For the reasons mentioned in the application, delay of 4 days, in filing the main case i.e. RSA-60-2023 is condoned.

Application is accordingly disposed of.

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1. For convenience, the parties herein are being addressed as per their status in the original suit.

2. This is the defendant's regular second appeal challenging the judgment and decree dated 22.10.2021 passed by learned Additional Civil Judge (Senior Division), Amloh, as well as the judgment and decree dated 26.07.2022 passed by learned District Judge, Fatehgarh Sahib.

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3. Briefly, plaintiff (Amarjit Singh) filed a suit seeking recovery of Rs.9,82,375/- (Rs.7,25,000/- as principal amount + Rs.2,57,375/- as interest @ 12% per annum w.e.f. 04.04.2015 up to date) along with grant of future interest on the aforesaid amount.

3.1 The pleaded case of the plaintiff was that he is owner in possession of about 12 acres of agricultural land at village Kaulgarh, Tehsil Amloh, District Fatehgarh Sahib. It is averred that the defendant took the said land from him in the year 2012 on chakota (lease) for period of 3 years.

3.2 It is stated that the defendants used the aforesaid land for 3 years by sowing different crops. On 04.04.2015 i.e. after the lease period, sum of Rs.7,25,000/- remained due and recoverable from the defendant. Plaintiff claimed that the defendant issued a receipt dated 04.04.2015 in his own handwriting regarding his liability to pay Rs.7,25,000/- in favour of the plaintiff in the presence of marginal witnesses.

3.3 Plaintiff further stated that at that time, the defendant issued post dated cheque No.516175 dated 15.05.2015 for an amount of Rs.7,25,000/-, drawn on State Bank of India, Branch G.T. Road, Khanna, in favour of the plaintiff. It is averred that before the presentation of the cheque, the defendant requested the plaintiff that the cheque be presented after period of three months and the defendant mentioned a new date on the said cheque as 15.08.2015 after cutting the old date with his signature.

3.4 It is further averred that the defendant again requested the plaintiff for not presenting the said cheque due to 'insufficient funds' in his account, and the plaintiff agreed and did not present the said cheque.

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3.5 It is stated that on 10.03.2018, the defendant issued another cheque bearing No.767025 dated 07.03.2018 for an amount of Rs.4,00,000/- and on 12.03.2018 another cheque bearing No.767026 dated 12.03.2018 for an amount of Rs.3,25,000/-, was issued both drawn on State Bank of India, Branch Punjab Agricultural University, Ludhiana, in favour of the plaintiff.

3.6 It is stated that the plaintiff presented the aforesaid cheques through his Banker (Kotak Mahindra Bank Limited, Branch Almoh) for encashment and the same were returned unpaid vide memos dated 20.03.2018 and 23.03.2018 with the remarks 'Funds Insufficient'.

3.7 Thereafter, the plaintiff is stated to have requested the defendant to pay the amount, however, he did not do so, accordingly, the suit was filed.

4. Upon issuance of notice in the suit, the defendant appeared and opposed the claim of the plaintiff by filing his written statement wherein various preliminary objections were taken. On merits, the defendant pleaded that the alleged receipt is forged and fabricated document as nothing was due towards the defendant.

4.1 Defendant further stated that in the year 2012, defendant was in need of money and he requested the plaintiff to advance some amount and therefore, he took an amount of Rs.2,00,000/- from plaintiff as loan and at that time, plaintiff took signatures of the defendant on some blank papers and also took three blank signed cheques as surety for the said amount from the defendant. It is stated that as the defendant was in need of money,

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therefore, he signed the blank papers and also gave three blank signed ante-dated cheques to the plaintiff.

4.2 Defendant claimed that the plaintiff had assured that as and when the defendant would return the loan amount, the abovesaid papers along with cheques would be returned to the defendant. It is the case of the defendant that he had returned the loan amount along with interest to the plaintiff, however, the plaintiff did not return the blank signed papers and also the cheques on the excuse that the said papers/cheques had been misplaced and that the same would be torn when they are found.

4.3 It is further stated that in case any amount was due, then the plaintiff would have filed a complaint under Section 138 of the Negotiable Instruments Act, against the defendant, however, he did not do so.

4.4 The other averments in the plaint were denied and prayer for dismissal of the suit was made.

5. From the pleading of the parties, learned Trial Court framed issues whereupon, the parties led their respective evidence in support of their pleaded case.

6. The learned Trial Court after considering the facts, pleadings as well as evidence available on record, decreed the suit of the plaintiff vide judgment and decree dated 22.10.2021. Even an appeal filed by the defendants against the aforesaid learned Trial Court's judgment and decree dated 22.10.2021, has been dismissed by the learned District Judge, Fatehgarh Sahib, vide judgment and decree dated 26.07.2022.

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7. In the aforementioned circumstances, present regular second appeal has been filed by the appellant before this Court.

8. I have heard learned counsel appearing for the appellant and perused the paperbook with his able assistance.

9. In the present case, the suit of the plaintiff has been decreed by the learned Trial Court, vide judgment and decree dated 22.10.2021, wherein the findings returned by the learned Trial Court can be summed up as under:-

- (a) While appreciating the deposition made by the plaintiff (Amarjit Singh) as PW-2 along with deposition of Sh. Sukhwinder Singh (PW-1), who was the the attesting witness of receipt (Ex. P-1) coupled by the cheques (Ex. P-8 to P-10), the learned Trial Court observed that as per Section 139 of the Negotiable Instruments Act, 1881, there is rebuttable presumption in favour of the plaintiff that the cheques have been issued by the defendant in favour of the plaintiff in discharge of the legally and enforceable liability. Based upon the said presumption and also the evidence of the plaintiff, the learned Trial Court was satisfied that the plaintiff has successfully proved that the defendant has liability to pay chakota amount of Rs.7,25,000/- to the plaintiff and therefore, he issued the receipt (Ex. P-1) and further issued cheques (Ex. P-8 to P-10) in lieu of such legally enforceable liability.
- (b) Learned Trial Court observed that although the defendant denied his liability as well as the execution of receipt (Ex. P-1), however, he failed to prove on record that his signature on the receipt (Ex. P-1) as well as the cheques



(Ex. P-8 to P-10) are forged. The learned Trial Court further observed that although the defendant denied his signature on the documents produced by the plaintiff, however, during his cross-examination, he had even denied his signatures on his own statement (Ex. P-13) as well as in his own affidavit (Ex. DW1/A). He further denied his own signature on the written statement filed in the instant case.

- (c) The learned Trial Court has also observed that in the written statement, the defendant had taken a plea that plaintiff took blank documents in the year 2012 when he borrowed money from the plaintiff, however, no such plea was taken by the defendant in his affidavit (Ex. DW1/A), which was tendered in evidence of the defendant.
- (d) The learned Trial Court held that the act and conduct of the defendant is not trustworthy and is not sufficient to non-suit the plaintiff. It is further held that defendant would have taken necessary criminal action against the plaintiff for fabricating the receipt (Ex. P-1) as well as the cheques (Ex. P-8 to P-10) bearing his signatures, however, he kept mum.

9.1 Based upon the above-referred findings/observations made by the learned Trial Court, it has been held that the plaintiff is entitled to recover Rs.7,25,000/- from the defendant along with interest @ 12% annum from 04.04.2015 till the date of the decree and future interest @ 6% per annum from the date of decree till final realization.

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10. The aforesaid findings have been further affirmed by the learned First Appellate Court vide judgment and decree dated 26.07.2022 by observing as under:-

“9. I have heard learned counsel for the parties and have gone through the record of the case. The plaintiff in order to prove his case himself stepped into witness box and reiterated the version given by him in his plaint and deposed that writing Ex.P1 was duly signed by the present appellant and marginal witnesses and even cheques Ex.P2 to Ex.P4 to discharge liability were issued. The perusal of document Ex.P1 shows that the same is signed by the present appellant and in the same it is mentioned that he had taken 12 acres of land from April, 2012 on which he was doing agriculture work and has not been able to pay the lease money till 04.04.2015 amounting to Rs.7,25,000/-. It is further mentioned in Ex.P1 that the cheques are being given to Amarjit Singh. Similarly, the cheques duly signed by the present appellant have been proved on record as Ex.P2 to Ex.P4 (original cheques Ex.P8 to Ex.P10) and the memo regarding dishonouring of cheques have been proved on record as Ex.P5 and Ex.P6 (original memos Ex.P11 and Ex.P12). PW-2 Amarjit Singh in the cross-examination reiterated that Siknder Singh had given in writing qua the lease money from 2012 to 2015. Even attesting witness of writing Ex.P-1 namely Sukhwinder Singh has been examined as PW-1 and in the cross-examination he deposed that account was settled between the parties in his presence. Mere fact that cheques were duly signed by the appellant in favour of the present respondent namely Amarjit Singh duly proves that there existed legal liability and the same were issued in discharge of liability. Though, the defence has been taken by the present



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appellant that in fact he had taken loan of Rs.2,00,000/- and had paid the same, but the present respondent had not returned the cheque, but the same seems to be an after thought as it is not believable that had loan been taken by the present appellant from the respondent and had he returned back the said amount, then he would not have got receipt in this regard. The present appellant though denied his signatures on Ex.P-1 and cheques Ex.P8 to Ex.P10, but he went on to the extent of denying his signatures on statement Ex.DW1/A and Ex.P13. Ex. P13 is statement of DW-1 wherein he tendered into evidence his affidavit in the court and signed the said statement in the court. He even denied his signatures on his own statement. The conduct of the present appellant in denying his signatures even on the documents signed in the court shows that he was denying his signatures just to wriggle out of his liability. Thus, it is held that present appellant has miserably failed to prove his defence and rather his conduct shows that he was denying his liability without any basis. The learned counsel for the appellant argued that respondent has not been able to prove his ownership of 12 aces of land but from the Jamabandi of the year 2013-14 proved on record as Ex.P7 it is clear that he is owner of agricultural property. Merely because no lease deed was executed that will not lead to the inference that the property was not taken on lease by the present appellant as it is general practice of giving agricultural land orally. The writing Ex.P-1 has been proved on record by respondent by examining himself as well as one of the attesting witness, wherein it has been specifically stated that 12 acres of land was taken on lease by the present appellant and he has not paid the lease amount. The judgments relied upon by learned counsel for the appellant are not applicable to the facts and circumstances of the present

case. Thus, keeping in view above, it is held that there is no illegality or infirmity in the impugned judgment and decree passed by the learned trial court.”

11. Before this court, learned counsel appearing for the appellant has failed to show as to how the findings returned by learned Courts below are either illegal or perverse or based upon any mis-reading or mis-appreciation of any material evidence on record.

12. Having gone through the impugned judgments and decrees, I am of the considered view that the findings returned by the learned Courts below are based upon proper appreciation of facts, pleadings as well as evidence available on record. No question of law, much less substantial question of law arises for adjudication in this regular second appeal.

13. Resultantly, the instant regular second appeal fails and the same is accordingly **dismissed**.

14. All the pending application(s), if any, shall also stand closed.

20.08.2026	(HARSH BUNGER)
<i>Ankit</i>	JUDGE
Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No