



RSA-3116-2019 (O&M)

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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CM-8328-C-2019 in/and
RSA-3116-2019 (O&M)
Date of decision :19.02.2025

Parmanand

..... Appellant

Versus

Pawan Kumar

..... Respondent

CORAM : HON'BLE MR.JUSTICE PANKAJ JAIN

Present :- Mr. Rohit Mittal, Advocate
for the appellant.

PANKAJ JAIN, J. (ORAL)

CM-8328-C-2019

This is an application seeking condonation of delay of 1920 days in filing the present appeal.

For the reasons recorded in the application, this Court is satisfied that the applicant-appellant has shown sufficient cause to condone the delay in filing the appeal.

Application is allowed. Delay of 1920 days in filing the appeal is condoned.

Main case

1 Plaintiff is in second appeal. For convenience, parties hereinafter are referred to by their original position in the suit i.e. appellant as plaintiff and respondent as defendant.



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2 Plaintiff filed suit seeking recovery of Rs.39,000/- along with *pendent-lite* interest @2% per hundred per month. Plaintiff claimed that defendant executed a promissory note and receipt dated 24.04.2005 and availed loan of Rs.34,000/- at interest of Rs.2/- per hundred per month. The suit was contested by the defendant denying availing of any loan and execution of the pronote or receipt. Defendant claimed that he is running a shop of general store near the house of the plaintiff. Wife of plaintiff namely Saroj used to purchase the goods from his shop on credit basis. Defendant wanted to purchase a tempo. Wife of the plaintiff agreed to advance loan of Rs.20,000/- to the defendant in the month of April-May 2003. She procured the signatures of defendant on blank pronote. Defendant claimed of having repaid entire loan of Rs.20,000/- to Saroj through her son. Defendant claimed that he sold his tempo and returned amount of Rs.10,000/- and thereafter a sum of Rs.700/- and on 24.04.2004 a sum of Rs.8,000/-. He further claimed that a sum of Rs.3071.50 paise was payable by Saroj against the purchase of grocery items. Thereafter the defendant had paid the remaining amount in installments of Rs.100/- and Rs.110/- w.e.f. 26.03.2005 and a total sum of Rs.4,660/- had repaid in that manner. Further on 25.01.2006 a sum of Rs.3,000/- was also paid. Hence a total amount of Rs.38,731/- had been returned by the defendant in lieu of amount of Rs.30,000/-.

3 Both the Courts below have recorded finding of fact believing the defence raised by the defendant. The case set up by the plaintiff stands discarded. The Courts below relied upon the testimony of Parmanand-the plaintiff himself who while stepping into the witness box identified writing



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of his son Arvind on Ex.D1 which shows payment of Rs.10,000/- made by defendant on 23.01.2005 in cash and other writings. The Courts below concurrently found that the plaintiff failed to prove that he advanced a loan of Rs.34,000/- pursuant to note Ex.P1 and Ex.P2.

4 Counsel for the plaintiff has not been able to point out any question of law involved in the present appeal.

5 This Court while sitting in second appeal cannot be asked to re-appreciate evidence for the third time in the absence of any question of law.

6 Finding no merits in the present appeal, the same is ordered to be dismissed.

7 Pending miscellaneous application, if any, also stands disposed off.

19.02.2025
Pooja Sharma-I

(PANKAJ JAIN)
JUDGE

Whether speaking/reasoned:
Whether reportable:

Yes/No
Yes/No