



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

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**RSA-1618-2025 (O&M)**  
**Judgment reserved on 17.09.2025**  
**Judgment pronounced on 19.09.2025**

**AMIR CHAND****... APPELLANT****VERSUS****RAJINDER KUMAR****...RESPONDENT****CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL**

Present: Mr. Satish Saini, Advocate  
for the appellant.

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**PARMOD GOYAL, J. (ORAL)**

1. The present appeal has been filed by the appellant-defendant, who is aggrieved by the impugned judgment & decree dated 14.09.2023 passed by the Court of Additional Civil Judge (Senior Division), Guhla, whereby the suit for recovery filed by the plaintiff was decreed. The appellant-defendant is also aggrieved by the impugned judgment and decree dated 08.04.2025 passed by the Additional District Judge, Kaithal, vide which first appeal preferred by the appellant-defendant was dismissed.

2. The plaintiff-respondent filed a suit for recovery of Rs. 3,00,000/- on the ground that the defendant-appellant had borrowed the said amount on 01.07.2010 and had executed a pronote note and receipt dated 01.07.2010. The appellant/defendant had undertaken to repay the borrowed sum on demand along with interest at the rate of 18% per annum. Despite repeated requests and demands, the appellant/defendant failed to make the payment. Consequently, the plaintiff issued a legal notice dated 23.05.2011 to the appellant-defendant.



However, no payment was made, and accordingly, the suit was filed.

3. In his written statement, the appellant-defendant denied having borrowed any amount from the plaintiff and also denied the execution of the pronote dated 01.07.2010 in favour of the plaintiff-resopndent. It was asserted that the plaintiff-respondent and his family members are running a commission agency under the name and style of *M/s Rameshwar Dass Rajinder Kumar, Commission Agents*, Anaj Mandi, Cheeka, and that the appellant-defendant was their customer, selling his crops through the plaintiff's/respondent's firm. The appellant-defendant further asserted that the plaintiff-respondent and his family members, by taking undue advantage of his simplicity, obtained his signatures on blank and printed papers under the pretext that the same were required for entering his name in the records of the market Committee. The appellant-defendant had claimed that the pronote and receipt were forged and fabricated documents. It was asserted that his signatures were taken several years earlier on blank papers, and since the defendant had ceased dealing with the plaintiff, a false suit was filed against him. Defendant had prayed for dismissal of suit.

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

- “1. *Whether the plaintiff is entitled to a decree for recovery of Rs.4,56,500/- along-with future and pendetlite interest at the rate of 18% per annum, till its realization as prayed for? OPP*
2. *Whether the suit of plaintiff is not maintainable ? OPD*
3. *Whether plaintiff has no locus standi and cause of action to file the present suit ? OPD*
4. *Whether plaintiff has concealed true and material facts from the Court? OPD*
5. *Relief.”*

5. Issue No. 1 was decided in favour of the plaintiff and against the



defendant. Issue Nos. 2 to 4 were disposed of as "not pressed." Accordingly, the suit was decreed in favour of the plaintiff along with interest. The First Appellate Court affirmed the findings of the trial Court and dismissed the appeal preferred by the appellant-defendant.

6. Learned counsel for the appellant-defendant has argued that the appellant-defendant is an illiterate person, and that the plaintiff-respondent took undue advantage of his illiteracy and simple nature by obtaining his signatures on blank documents. It was further asserted that the learned Trial Court failed to properly consider the fact that the plaintiff-respondent, being a commission agent, was in a dominant position, and that the Court wrongly relied upon the evidence led by the plaintiff-respondent.

7. On consideration of the evidence on record and the impugned judgments, I find that both the Courts below have rightly found the execution of the pronote and receipt dated 01.07.2010 to be duly proved. A perusal of the evidence shows that the plaintiff-respondent duly examined himself and reiterated the facts stated in the plaint. The plaintiff-respondent also examined Om Parkash-PW-2, who deposed that the pronote and receipt were written by him at the request of the appellant-defendant. He further stated that the documents were duly read over and explained to the appellant-defendant, who, after understanding and acknowledging the contents to be correct and upon receiving Rs. 3,00,000/- in cash, affixed his signatures thereon.

8. The attesting witness to the pronote and receipt, Kaptan Singh, was also examined as PW-3. His testimony is in line with the assertions made by PW-1 and PW-2. He stated that the pronote and receipt were written by Om Parkash. After the documents were written, they were read over and explained to the defendant, who, upon receiving Rs. 3,00,000/- in cash, duly signed the same. PW-



3 further affirmed that the appellant-defendant signed the documents in his presence and that he could identify the signatures of both the plaintiff-respondent and the scribe, Om Parkash.

9. The evidence of PW-1 to PW-3 has been found to be consistent and trustworthy. Nothing could be elicited from their cross-examination by the learned counsel for the appellant-defendant to cast any doubt on the assertions made by them.

10. In the present case, it is worth noting that the appellant-defendant has not denied his signatures on the pronote and receipt dated 01.07.2010. He merely pleaded that the documents were blank at the time of signing and that his signatures were obtained under a false pretext. Despite this plea, the plaintiff-respondent went a step further and examined a handwriting and finger print expert as PW-5 R.V. Vashistha, who confirmed that the signatures on the pronote and receipt (Ex. P-1 and P-2) were indeed those of the appellant-defendant.

11. Once the due execution of the pronote and receipt is proved through the consistent and credible evidence of the plaintiff-respondent, and the appellant-defendant admits his signatures thereon, the burden shifts to the appellant-defendant to prove the allegations of forgery or the claim that the documents were signed under a false pretext. It is a settled principle that the person alleging fraud must prove it.

12. However, as rightly held by both the Courts below, apart from making unsubstantiated assertions, the appellant-defendant has failed to place any cogent material on record to demonstrate that his signatures were obtained on blank papers under the pretext of including or updating his name in the market committee records. The self-serving testimony of the defendant as DW-1 is insufficient to dislodge the otherwise consistent and credible evidence of the



plaintiff, PW-2 (scribe), and PW-3 (attesting witness), especially in light of the defendant's admission regarding his signatures on the pronote note and receipt.

13. There is no evidence on record to support the appellant-defendant's claim that he had any business relationship with *M/s Rameshwar Dass Rajinder Kumar*, as asserted in his written statement. The learned Courts below have rightly held that the defendant failed to produce any documentary evidence-such as *J* forms, *kachchi parchis*, or any records from the Market Committee to substantiate his alleged dealings with the said firm. Since the onus was on the appellant-defendant to prove his plea that the pronote and receipt were the result of fraud, and he failed to discharge that burden, the Courts below rightly accepted the plaintiff's evidence and held that the appellant-defendant had indeed taken a loan of Rs. 3,00,000/-.

14. Learned counsel for the appellant-defendant made a half-hearted attempt to argue that no amount was actually paid to the appellant-defendant. However, both PW-2 and PW-3 clearly deposed that the pronote and receipt were executed by the appellant-defendant only after receiving Rs. 3,00,000/- in cash, and in their presence.

15. Moreover, in view of the provisions of Section 118 & 121 of the Negotiable Instruments Act, 1881, the appellant-defendant cannot deny receipt of consideration or question the paying capacity of the plaintiff, as the plaintiff is claiming under a pronote, which is promissory note. The statutory presumption under Section 118(a) of the Negotiable Instruments Act, 1881 has not been rebutted by the appellant-defendant.

16. Accordingly, both the Courts below have rightly appreciated the evidence led by the parties and have recorded concurrent findings of fact. No perversity or legal error is found in the concurrent findings. No substantial



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question of law arises for consideration in this appeal. Therefore, the appeal is liable to be dismissed.

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

19.09.2025  
manoj

**(PARMOD GOYAL)**  
**JUDGE**

Whether speaking/reasoned	Yes
Whether reportable	Yes/No