



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

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RSA-2984-2025 (O&amp;M)

Date of Decision.:29.08.2025

Tirath Singh @ Tirath Singh Mor

.....Appellant

Vs.

Arjun Singh

.....Respondent

**CORAM:- HON'BLE MR. JUSTICE DEEPAK GUPTA**

Present:- Mr. Punit Malik, Advocate  
for the appellant.

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**DEEPAK GUPTA, J. (ORAL)**

Defendant of the case has approached this court by way of the present Regular Second Appeal against the concurrent findings of the Courts below, inasmuch as suit of recovery of ₹83,000/- along with interest filed by plaintiff Arjun Singh (*respondent herein*) was decreed by the trial Court on 15.12.2016 and the appeal filed by the defendant- appellant was dismissed by the first Appellate Court on 16.07.2025.

2. Learned counsel for the appellant has been heard and paper-book perused.

3. Plaintiff used to sell his crops to the defendant firm, which is a commission agent. According to plaintiff, on 09.08.2007 accounts were settled by the defendant and an amount of ₹83,000/- was found outstanding against defendant, which he agreed to pay but later on despite various demands failed to pay. The stand of the defendant was that an amount of ₹15,45,188/- was payable by the plaintiff but due to bar of limitation, defendant could not recover the amount from the plaintiff and allowed the period to lapse due to close relationship. Plaintiff later on filed



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the present suit on false grounds by preparing a false document.

4. Necessary issues were framed. Evidence produced by the parties was taken on record. Based upon the evidence, trial Court decreed the suit and the Appellate court affirmed the findings.

5. Assailing the findings, learned counsel for the appellant contends that Entry Ex.P1 relied by the plaintiff is not signed by any witness and so, the Courts below wrongly relied upon the same.

6. However on specific query put by this Court, it is not disputed by counsel for the appellant that settlement was reduced into writing vide document Ex.P1, while settling the accounts on 09.08.2007 and the amount of ₹83,000/- found due towards the defendant, was duly signed by the defendant. Signature of the defendant- appellant are even proved by the testimony of handwriting and fingerprint expert.

7. In view of above, this Court does not find any ground so as to disturb the aforesaid concurrent findings of facts as recorded by the Courts below, which are based upon proper appreciation of evidence on record.

8. As such, holding the present appeal to be devoid of any merit, same is hereby dismissed.

All the miscellaneous application(s), if any, stand disposed of.

**( DEEPAK GUPTA )  
JUDGE**

**August 29, 2025**

Neetika Tuteja

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No