



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

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RSA-3342-2025 (O&amp;M)

Date of decision :24.09.2025

KULDEEP SINGH BAHAL

... APPELLANT

VERSUS

PREM SAGAR PAHWA

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Balraj Singh Dhull, Advocate  
for the appellant.

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

1. The present appeal has been filed by the defendant-appellant, who is aggrieved by the judgment and decree dated 30.04.2025 passed by the Additional Civil Judge (Senior Division), Tohana, as well as the judgment and decree dated 12.09.2025 passed by the learned District Judge, Fatehabad, whereby the suit for recovery of ₹5,00,000/- filed by the plaintiff-respondent was decreed along with interest, and the appeal preferred by the defendant-appellant was dismissed by the First Appellate Court.

2. The plaintiff-respondent had filed a suit for recovery on the ground that the defendant-appellant was on visiting terms with the plaintiff-respondent, and upon the request of the defendant-appellant, an amount of ₹5,00,000/- was advanced to him as a loan, carrying interest at the rate of 12% per annum. It was agreed between the parties that the said amount would be repaid as and when demanded by the plaintiff-respondent. Accordingly, the plaintiff-respondent transferred a sum of ₹4,45,000/- on 26.04.2018 from his HDFC Bank account



through cheque, and thereafter, an amount of ₹55,000/- was paid in cash on the same day in the presence of Ashok Kumar. When the plaintiff demanded repayment, the defendant-appellant became dishonest and refused to return the principal amount along with the agreed interest. A legal notice dated 16.04.2021 was issued to the defendant, but the same was neither complied with nor replied to. Consequently, the plaintiff-respondent filed a suit for recovery of ₹6,80,000/- along with interest at the rate of 12% per annum.

3. On notice, the defendant-appellant denied having taken a loan of ₹5,00,000/- from the plaintiff-respondent. He specifically denied that a sum of ₹4,45,000/- was transferred to his bank account on 26.04.2018 or that he received ₹55,000/- in cash in the presence of Ashok Kumar. On the contrary, it was the case of the defendant-appellant that it was the plaintiff-respondent who had borrowed a sum of ₹5,00,000/- from him on 28.04.2017 at the rate of 12% per annum, in the presence of one Satyawan. In discharge of part of the said liability, the defendant-appellant transferred ₹4,45,000/- to the bank account of the plaintiff-respondent, but contended that the plaintiff still owed him ₹55,000/- along with accrued interest. It was further asserted by the defendant-appellant that there was no occasion or necessity for him to take a loan of ₹5,00,000/- from the plaintiff-respondent. The alleged receipt of ₹55,000/- in cash on 26.04.2018 was also specifically denied. Dismissal of suit for recovery was prayed for.

4. From the pleadings of the parties, the following issues were framed:
1. *Whether the plaintiff is entitled for relief of recovery of Rs.6,80,000/- with interest at the rate of 12% per annum from 26.04.2018 till date of realization, as prayed for? OPP*
  2. *Whether the plaintiff has no locus-standi and cause of action to file the present suit? OPD*
  3. *Whether the suit of plaintiff is not maintainable in the present*



- form? OPD*
4. *Whether the suit of plaintiff is bad for non-joinder and misjoinder of necessary parties? OPD*
  5. *Whether the plaintiff has not come to the Court with clean hands and has suppressed true and material facts from the Court? OPD*
  6. *Whether the suit of the plaintiff is time barred under the law and limitation Act? OPD*
  7. *Whether the suit of the plaintiff is wrong, against law, against facts and as such the same is liable to be dismissed? OPD*
  8. *Whether Civil court has no jurisdiction to try the present suit? OPD*
  9. *Whether no proper fees has been affixed upon the plaint by the plaintiff? OPD*
  10. *Whether the suit has been filed by the plaintiff just to harass and humiliate the defendant and as such is liable to be dismissed? OPD*
  11. *Relief.*

5. The learned Court of first instance, after appreciating the evidence led by both parties, concluded that the plaintiff-respondent had successfully proved Issue No. 1, which was accordingly decided in his favour. Issues No. 2 to 10 were also decided against the defendant-appellant and in favour of the plaintiff-respondent. Consequently, the suit for recovery of ₹6,80,000/- along with interest at the rate of 6% per annum was decreed in favour of the plaintiff-respondent.

6. On appeal filed by the defendant-appellant, the learned First Appellate Court affirmed the findings of the learned Court of first instance and dismissed the appeal preferred by the defendant-appellant.

7. Learned counsel for the appellant has argued that the witness relied upon by the plaintiff-respondent, Ashok Kumar, had denied the payment of



Rs.55,000/- in cash to the defendant-respondent in his presence. Therefore, both Courts erred in accepting the evidence of the plaintiff-respondent in this regard. He further contended that the appellant-defendant had duly examined Satyawan as DW-2, who supported the case that the plaintiff-respondent had taken a loan of ₹5,00,000/-. Accordingly, the defendant-appellant has successfully established this fact, which both Courts failed to consider while passing their judgments.

8. However, on consideration of the findings of both the Courts below and the evidence adduced by the parties, I am of the opinion that both Courts have arrived at a factual conclusion after proper appreciation of the evidence. The evidence presented by the defendant-appellant was disregarded as it was based merely on oral assertions without any corroboration. In contrast, the evidence of the plaintiff-respondent was accepted by both the Courts, particularly in view of the fact that an amount of ₹4,45,000/- out of the alleged ₹5,00,000/- was paid on 26.04.2018 by way of a bank transaction, which the plaintiff-respondent has successfully established on record. It is worth noting that neither any effort was made by appellant-defendant to recover alleged balance amount of Rs. 55,000/- as claimed by him from plaintiff nor notice issued by plaintiff was replied by appellant-defendant.

9. The evidence of the plaintiff-respondent has been considered by both the Courts below to be more reliable, and they have accordingly placed reliance upon the same. The conclusions drawn by the learned Courts below cannot be faulted with. On one hand, the defendant-appellant relies solely on oral assertions made by himself and one Satyawan, who was examined as DW-2, whereas the plaintiff-respondent has been able to demonstrate the transfer of ₹4,45,000/- through a bank transaction. Therefore, the conclusion reached by both Courts below is a plausible one, which any person of ordinary prudence could arrive at



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in the facts and circumstances of the present case. Consequently, the findings of fact recorded by both Courts below cannot be interfered with by this Court while exercising powers under Section 100 CPC in a Regular Second Appeal. In fact, no question of law arises herein; the issues raised by learned counsel for the appellant relates purely to findings of fact, which cannot be reappreciated by this Court. Accordingly, the present Regular Second Appeal is dismissed.

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

24.09.2025  
manoj

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

Whether speaking/reasoned	Yes
Whether reportable	Yes/No