



IN THE HIGH Court OF PUNJAB AND HARYANA AT CHANDIGARH

123

RSA-1092-2025 (O&M)

Date of decision: 14.07.2025

Jaspal Singh

...Appellant(s)

Vs.

Harjeet Singh and another

...Respondent(s)

CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA

Present:- Mr. Abhishek Dhull, Advocate as
Legal Aid Counsel for the appellant.

NIDHI GUPTA, J.

CM-3858-C-2025

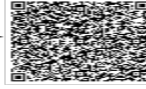
Prayer in this application filed under Section 5 of the Limitation Act is for condonation of delay of 215 days in filing the accompanying appeal.

2. Heard.

3. For the reasons mentioned in the application which is duly supported by an affidavit of the applicant/appellant, the same is allowed and delay of 215 days in filing the accompanying appeal is condoned.

RSA-1092-2025 (O&M)

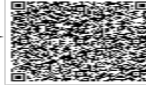
Present Second Appeal has been filed by the defendant No.1 against the concurrent judgments and decrees of the learned Courts below whereby suit for recovery of Rs.1,17,480/- alongwith pendente lite interest and future interest @ 12% per annum filed by the



plaintiff/respondent No.1 herein, has been decreed by both the Courts below.

2. It is *inter alia* submitted by legal aid counsel appearing on behalf of the appellant that the learned Courts below are in patent error in decreeing the suit of the plaintiff. It is submitted that both the Ld. Courts below have erred in deciding that the defendant has failed to prove on record that defendant had repaid an amount of his share to the plaintiff as agreed in Agreement (Ex.P1). It is simultaneously submitted that the alleged Writing/Agreement (Ex.P1) is forged and fabricated one as the plaintiff has misused the blank documents signed by the defendant No.1/appellant on the pretext of filing returns etc. The real fact is that the said tralla has been purchased by both the parties jointly and when due to loss, said tralla was lifted by the financier, then the plaintiff in connivance with alleged witnesses had manipulated the said Agreement (Ex.P1). So the appellant/defendant No.1 is not liable to pay any amount to the plaintiff. But both the Courts below have not considered the material facts of law.

3. It is further submitted that both the Courts below have erred by simply relying upon the documents tendered by the respondent-plaintiff. The real facts of the case are that the signatures of defendant No. 1/appellant on the said Agreement (Ex.P1) are not of him and the same are forged as the appellant used to sign in Punjabi only and the signatures on agreement (Ex.P1) are in English. This fact has been fully corroborated by the statement of PW1 as he has stated in his cross examination that the



appellant had signed application under Order 9 Rule 13, Vakalatnama and written statement in Punjabi. But the learned courts below have not considered this relevant fact while deciding the suit. Therefore, the judgments and decrees passed by both the learned Courts below are liable to be set aside as it is based upon irrelevant documents.

4. It is further contended that the plaintiff/PW1 in his cross-examination has stated that the Agreement (Ex.P1) was reduced in writing in the house of Joginder Singh; whereas PW2 has stated that the said Agreement was reduced into writing in the house of Jaswant Singh. Thus, there are major contradictions in the statements of the plaintiff witnesses which proved that the alleged Agreement was a forged and fabricated document. Moreover, admittedly the said tralla is now in possession of the plaintiff. However, these facts were not considered by the Courts below. Hence, the judgment and decrees passed by both the Courts below are based on conjectures and surmises. It is accordingly prayed that the present Appeal be allowed; and the impugned judgments and decrees be set aside.

5. No other argument is raised on behalf of the appellant.

6. I have heard learned counsel for the appellant/defendant No.1 and perused the case file in great detail. I find no merit whatsoever in the arguments made on behalf of the appellant/defendant No.1

7. A perusal of the record indicates that it was clearly pleaded in the plaint that plaintiff/respondent No.1 and defendant No.1/appellant and defendant No.2/respondent No.2 had jointly purchased a tralla bearing registration No. PB-02H/9807, about 4-5 years ago. The vehicle was



registered in the name of the plaintiff and the appellant as joint owners. Upon a dispute, the matter was resolved by way of a Panchayati Razinama dated 28.02.2004 Ex.P1, as per which the tralla in question had fallen to the share of the appellant and defendant No.2. It was agreed between the parties that plaintiff would be having no right or concern with the said tralla on 28.02.2004. The loan in respect of the said tralla was payable by the defendants. PW2 is the witness to the affidavit/original Agreement dated 28.02.2004. As per the said agreement, the defendants had agreed to pay Rs.68,000/- to the plaintiff for his share in 2 instalments, as per which Rs.40,000/- was to be paid to the plaintiff by 02.03.2004 and Rs.28,000/- on 30.04.2005. The said Agreement further bore a penalty clause, as per which, if any party breached the Agreement, then Panchayat could impose penalty of Rs.25,000/- on the defaulting party. Pursuant to the Agreement, the plaintiff had handed over possession of the tralla to the appellant; however, he never received any share of the vehicle 's income. As such, plaintiff had filed the present suit on 27.02.2007. Learned Civil Judge (Junior Division), Ferozpur vide judgment and decree dated 23.09.2019 had decreed the suit of the plaintiff. The appeal filed by the defendant No.1 was dismissed by the learned Additional District Judge, Ferozpur vide judgment and decree dated 15.05.2024. Hence, the present Second Appeal by defendant No.1.

8. It has been contended on behalf of the appellant that the appellant had never entered into the Agreement dated 28.02.2004 with the plaintiff; and that his signatures on the said Agreement are forged.



However, admittedly no plea regarding forgery was taken by the appellant in the written statement filed by him before the learned trial Court. To the contrary, the appellant had stated in his written statement that his signatures were taken by the plaintiff on blank papers which were misused. Therefore, contradictory pleas were taken by the appellant before the Courts below.

9. It is also to be noted that although the appellant as DW1 had initially denied his signatures on the Agreement (Ex.P1) however in the later part of his cross-examination, he had admitted that he had given 2 signatures on 2 blank papers and one letter head of Palla Truck Union and handed over the same to the plaintiff. Appellant had further admitted that the said papers were handed over to the plaintiff in the shop of Swaran Singh. Swaran Singh DW2 had admitted in his evidence that blank signed documents were handed over to the plaintiff. Therefore, the appellant and other defendants' witnesses had admitted their signatures on the Agreement by admitting that the appellant had signed blank papers and given them to the plaintiff. The appellant has attempted to wriggle out of this admission by submitting that the said signatures were misused by the plaintiff. However, admittedly no complaint regarding misuse of the said blank signed papers, was filed by the appellant.

10. Moreover, the Agreement in question was also proved from the testimony of PW2 Harnek Singh who was witness to the said Agreement; and who corroborated the execution of Panchayatnama and



confirmed the terms of Settlement. Appellant also produced no evidence to prove repayment of Rs.68,000/-.

11. In view of the above, I find no ground is made out to interfere in the concurrent findings of learned Courts below.

12. The present Regular Second Appeal is hereby **dismissed**.

13. Pending applications, if any, stand disposed of.

14.07.2025

Divyanshi

**(NIDHI GUPTA)
JUDGE**

Whether speaking/reasoned: Yes/No
Whether reportable: Yes/No