2026:PHHC:074511

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

112 **RSA-986-2024 (O&M)**
Date of decision :12.05.2026

NISHAN SINGH **... APPELLANT**

VERSUS

GURPREET SINGH **...RESPONDENT**

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Vivek Gupta, Advocate (through V.C.)
for the appellant.

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PARMOD GOYAL, J. (ORAL)

1. Present regular second appeal has been preferred by Appellant-defendant being aggrieved by the judgment and decree dated 01.02.2023 passed by the learned Civil Judge (Senior Division), Ferozepur, whereby the suit for recovery of Rs. 6,00,000/- filed by the plaintiff-respondent was decreed and the appellant-defendant was directed to pay principal amount of Rs. 6,00,000/- along with interest @ 6% per annum from 30.12.2014 till realization. Appellant-defendant is also aggrieved by the judgment and decree dated 24.11.2023 passed by the learned District Judge, Ferozepur, vide which first appeal preferred by the appellant-defendant was also dismissed.

2. It was the case of the respondent-plaintiff that on the request of the appellant-defendant, he had advanced an amount of Rs. 6,00,000/- on 30.12.2014 through bank transfer from his Account No. 23621000000673 maintained with HDFC Bank to the account of the appellant-defendant bearing

No. 03011000104954 at HDFC Branch at Ferozepur. That it was agreed that the appellant-defendant would pay interest @ 2% per month; however, the respondent-plaintiff claimed interest only @ 1% per month. Since the amount was not repaid by the appellant-defendant, a legal notice dated 01.06.2017 registered on 02.06.2017 was issued to the appellant-defendant for making the payment. Despite service of the legal notice and repeated demands, the appellant-defendant had failed and refused to repay the amount, compelling the respondent-plaintiff to file the suit for recovery of Rs. 6,00,000/-.

3. The suit was contested by the appellant-defendant by raising various preliminary objections regarding maintainability and other allied issues. It was pleaded that the respondent-plaintiff and the appellant-defendant knew each other through their common acquaintance, Pippal Singh. According to the appellant-defendant, in the year 2013, the respondent-plaintiff and said Pippal Singh had assured him that they would arrange a work permit for Canada and for that purpose, demanded an amount of Rs. 8.05 lakhs from appellant-defendant. The appellant-defendant allegedly paid Rs. 6,00,000/- in the year 2013, while the remaining amount was agreed to be paid after two months. It was further asserted that although the respondent-plaintiff had assured the appellant-defendant that he would be sent to Canada by the end of 2013, no steps were taken despite repeated requests. Upon failure to fulfil the promise, the respondent-plaintiff and said Pippal Singh allegedly agreed to return the said amount of Rs. 8.05 lacs and accordingly repaid Rs. 6,00,000/- in the bank account of appellant-defendant on 30.12.2014. It was also pleaded that Pippal Singh had transferred an additional amount of Rs. 2,39,500/- on the same day in order to avoid litigation. Thus, as per the defence set up by the appellant-

defendant, he had never borrowed any amount from the respondent-plaintiff and the transfer of Rs. 6,00,000/- was merely repayment of the amount earlier taken from respondent-plaintiff on the false promise of arranging a Canadian work permit. Dismissal of suit was prayed for.

4. In support of his case, the respondent-plaintiff appeared as PW-1 and proved the transfer of Rs. 6,00,000/- through bank transaction as pleaded in the plaint. PW-2 Sukhdeep Singh, Branch Sale Officer had proved the transaction dated 30.12.2014 whereby an amount of Rs. 6,00,000/- was transferred from the account of the respondent-plaintiff to the account of the appellant-defendant. Therefore, the transfer of Rs. 6,00,000/- by the respondent-plaintiff to the defendant stood duly proved and was, in fact, admitted by defendant-appellant before both the Courts below.

5. The principal controversy requiring adjudication is whether an amount of Rs. 6,00,000/- constituted a loan advanced by the respondent-plaintiff to the appellant-defendant or whether it was repayment of the amount earlier paid by the appellant-defendant to the respondent-plaintiff in connection with the alleged promise of arranging a work permit for Canada. To substantiate his defence that the amount transferred on 30.12.2014 was repayment of borrowed amount and not a loan transaction, the appellant-defendant himself appeared in the witness box as DW-1 and also examined Ranjit Singh as DW-2. Both the witnesses reiterated the assertions made in the written statement and deposed that the transaction in question was not a loan transaction but repayment of the money earlier taken from the appellant-defendant by the respondent-plaintiff on false promise. However, the oral testimony of DW-1 and DW-2 regarding the alleged payment and return of money was not accepted either by the learned

Court of first instance or by the learned First Appellate Court.

6. On consideration of the evidence on record, this Court does not find any illegality or infirmity in the approach adopted by the learned Courts below. The onus to prove that the amount of Rs. 6,00,000/- was repayment of an earlier transaction and not a loan advanced by the respondent-plaintiff was squarely upon the appellant-defendant, which burden he failed to discharge.

7. It is pertinent to note that the respondent-plaintiff had issued a legal notice dated 01.06.2017, which was dispatched through registered post on 02.06.2017, and thereafter instituted the present suit for recovery on 18.12.2017. However, the said notice was never replied by the appellant-defendant raising the pleas which were subsequently taken for the first time in the written statement. The absence of any contemporaneous reply to the legal notice materially weakens the defence set up by the appellant-defendant.

8. The learned Courts below have rightly held that the defence of the appellant-defendant was merely based upon the self-serving oral assertions without there being any cogent or documentary evidence to establish that the appellant-defendant had earlier paid Rs. 6,00,000/- to the respondent-plaintiff or that the amount transferred on 30.12.2014 was towards refund of the said payment. On the contrary, the actual transfer of Rs. 6,00,000/- by the respondent-plaintiff to the appellant-defendant stood duly proved through bank records and documentary evidence.

9. The appreciation of evidence by both the learned Courts below cannot be said to be either erroneous or perverse. The findings recorded are based upon proper appreciation of oral as well as documentary evidence available on the record. No substantial question of law or facts arises for

consideration in the present case. The concurrent findings of fact recorded by both the Courts below are plausible findings based on the standard of proof applicable in civil proceedings, namely, 'preponderance of probabilities'.

10. Accordingly, I find no merit in the present appeal, the same is hereby dismissed.

11. Pending miscellaneous application(s), if any, also stand(s) disposed of accordingly.

12.05.2026
manoj

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned	Yes
Whether reportable	Yes/No