2026:PHHC:075524-DB

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

217 ***LPA-1387-2017 (O&M)***
Decided on :13.05.2026

MOHINDER PAL *...Appellant*

Versus

STATE OF PUNJAB AND OTHERS

. . . Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI
HON'BLE MR. JUSTICE DEEPAK MANCHANDA

PRESENT: Mr. Amandeep Singh Gill, Advocate for the appellant.

Mr. Yatin Bunger, AAG, Punjab.

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HARSIMRAN SINGH SETHI , J. (Oral)

1. In the present appeal, the challenge is to the impugned order dated 28.02.2017, whereby the writ petition bearing CWP No. 13337 of 2014 filed by the petitioner- Mohinder Pal (appellant herein), has been dismissed and the order dated 07.10.2011 passed by the Special Secretary, Cooperation, Punjab, has been upheld and the appellant being a loanee has been held liable to repay the outstanding loan amount against him.

2. Learned counsel for the appellant submits that the impugned order passed by the learned Single Judge as well as the order passed by the authorities assessing the extent of his liability to pay the outstanding loan amount are incorrect and therefore, the assessment made by the authorities concerned against the appellant, as well as the impugned judgment passed by the learned Single Judge upholding the same, are liable to be set aside.

3. We have heard learned counsel for the parties and have gone through the case file with their able assistance.

4. A bare perusal of the record would show that the appellant was the loanee who had taken a loan amounting to Rs. 4.70 lakhs on 17.04.2001, of which loan Beena Sehgal was a guarantor. The learned Single Judge while hearing the writ petition bearing CWP No. 13337 of 2014, had directed the production of the original loan file in order to ascertain the veracity of the contention raised by the appellant regarding his liability to repay the loan. Upon examination of said original record, it was found that the application form for grant of the loan had been duly signed by the appellant herein, whereas, Beena Sehgal had signed the same being a guarantor for the said loan amount. Nothing has been brought on record to show that the loan amount so taken by the appellant had been repaid. Therefore, the liability assessed by authorities concerned for payment of the said loan amount, which assessment to made has been upheld by the learned Single Judge while passing impugned order dated 28.02.2017, needs no interference by this Court.

5. At this stage, learned counsel for the appellant submits that the appellant was merely a dummy loanee and the said loan had actually been secured by Beena Sehgal and her son. The said argument cannot be accepted as the original application form for the grant of loan clearly shows that the same was duly singed by the appellant herein as a loanee, and the same was duly accepted by the Bank. Hence, the assertion made that he was merely standing for Beena Sehgal, cannot be accepted.

6. Hence, no perversity has been shown before this Court in the orders passed by the authorities concerned or in the impugned order passed by the learned Single Judge so as to prove that the same are contrary to the facts on record or the settled principles of law. No ground is made out for

interference by this Court in the facts and circumstances of the present case.

7. Accordingly, the present appeal stands dismissed.

8. Pending civil miscellaneous application(s), if any, stand disposed of.

(HARSIMRAN SINGH SETHI)
JUDGE

(DEEPAK MANCHANDA)
JUDGE

13.05.2026
Riya
Whether speaking/reasoned: Yes/~~No~~
Whether Reportable: ~~Yes~~/No