

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

**Reserved on 6th of May, 2026
Pronounced on 7th of July, 2026
Uploaded on 7th of July, 2026**

Whether only operative part of the judgment is pronounced? **No**
Whether full judgment is pronounced? **Yes**

RSA No.3320 of 2018 (O&M)

Surjit SinghAppellant

Versus

M/s Green Commission AgentsRespondent

CORAM: HON'BLE MR JUSTICE PANKAJ JAIN

Present: Mr. Satwant S. Ranghi, Senior Advocate with
Ms. Aneet Kaur, Advocate for the appellant.

Mr. Rakesh Chopra, Advocate for the respondent

PANKAJ JAIN, J.

Defendant is in second appeal.

2. For convenience, the parties hereinafter are referred to as by their original position before the Court of the First Instance i.e., the appellant as 'defendant' and the respondent as 'plaintiff'.

3. Plaintiff filed suit for recovery of Rs.2,84,180/- including principal amount of Rs.2,05,730/- along with interest amount of Rs.78,450/- calculated @ 24% per annum till the date of institution of the suit i.e., 02.01.2008.

3.1. As per the case of the plaintiff, defendant used to sell his crop through plaintiff-firm engaged in the business of commission agent. As per the account books maintained by the plaintiff in the ordinary course of

business, defendant owes them an amount of Rs.2,05,730/- since 01.06.2006. Plaintiff issued a legal notice dated 08.03.2005 calling upon the defendant to clear the outstanding amount. However, defendant vide reply dated 23.03.2007 refused to repay the amount. Plaintiff by instituting present suit thus seeks recovery of the same along with the interest.

4. Suit was contested by the defendant. Defendant admitted that he used to sell his crops with the plaintiff-Firm. Defendant further claimed that the firm was being run by Surinder Singh Lehra, who owed an amount of Rs.4,00,000/- to the defendant.

5. Both the Courts below have decreed the suit filed by the plaintiff holding him entitled for an amount of Rs.2,05,730/- along with interest @ 12% per annum from 01.06.2006 till the date of decree and 6% per annum future interest till the date of realization.

6. Ld. Senior Counsel appearing for the appellant has assailed the findings recorded by the Courts below. He submits that the suit is based upon *bahi* entries which have not been proved in accordance with law. He submits that the *bahi* entries on record start with debit balance of Rs.85,540/- which has been carried forward. There is no explanation w.r.t. previous account statement to demonstrate as to how the said debit was carried forward. He submits that the books prior to 06.09.2000 were being maintained by Accountant Manohar Lal. For the reasons best known to the plaintiff, Manohar Lal was not examined. In order to hammer-forth his contention, he relies upon ratio of law laid down in the case of **Tarlok Singh vs. M/s R.R. Commission Agents, RSA No.90 of 2014 decided on 25.04.2023, Karnail Singh vs. M/s Kalra Brothers, Sirsa, 2009(2) RCR**

(Civil) 380 and P. Sood & Co. vs. Peerchand Misrimalji Bhansali, 2005(3) RCR(Civil) 64.

7. Per contra, counsel for the respondent would submit that the *bahi* entries relied upon by the Courts below stand fully proved. Author of the *bahi* entries, Om Parkash was examined as PW2. He proved the entire account entries. All the entries have been signed by the defendant. In order to prove his signatures, plaintiff examined Handwriting Expert Dr. Navdeep Gupta, PW4. Defendant Surjit Singh admitted his signatures on the same. In these circumstances, the Courts below rightly decreed the suit filed by the plaintiff.

8. I have heard counsel for the parties and have carefully gone through records of the case.

9. In terms of Section 34 of the Indian Evidence Act, 1872 account books in itself are not sufficient to charge any person with liability. In the present case, plaintiff claims that the defendant used to sell his crops through him and used to avail advance loan. Defendant does not deny that he used to sell crops through plaintiff. Plaintiff proved on record *bahi* entries Exhibit P-2 to Exhibit P-52. Author of the entries, Om Parkash appeared as PW2. Defendant Surjit Singh when appeared as DW1 was confronted with original copies of entries, Exhibit P-2 to Exhibit P-49. He did not dispute signatures on the same. Even for the sake of arguments if the testimony of Handwriting Expert Dr. Navdeep Gupta, PW4, is ignored, the fact remains that the defendant does not dispute his signatures on the *bahi* entries which have been proved by the plaintiff by examining author thereof. In view thereof, this Court finds that the defendant cannot deny his liability in the

present case.

9.1. The argument raised by counsel for the appellant w.r.t. debit having been carried forward and not explained also loses its significance in view of the fact that the subsequent entries have been signed by the defendant and the signatures have not been denied when confronted with the original documents.

10. In view of above, this Court finds no reason to interfere in the pure findings of fact recorded by the Courts below which are based upon proper appreciation of evidence.

11. Resultantly, finding no merit in the present appeal, the same is ordered to be dismissed.

12. Pending application(s), if any, shall also stand disposed off.

July 07, 2026

Dpr

(Pankaj Jain)

Judge

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No