

**THE HON'BLE SRI JUSTICE A.RAMALINGESWARA RAO**

**CIVIL REVISION PETITION No.3987 of 2015**

**ORDER:**

Heard the learned counsel for the petitioner. In spite of service of notice on the respondent, none appeared.

The first respondent herein filed O.S. No.256/2010 on the file of the Court of the learned Senior Civil Judge, Tadepalligudem, West Godavari District, for recovery of amount on the basis of three promissory notes. In the said suit, the petitioner herein filed an application in I.A. No.1186/2014 for sending the three suit promissory notes to the Handwriting Expert for comparison and for opinion on the ground that there was material alteration. The relevant portion of the affidavit, filed by the petitioner, reads as follows:

“2. I humbly submits, that the 3 suit promissory notes were materially altered. On one suit promissory note, it was written in english language as ‘one lakh only’, on 2<sup>nd</sup> suit promissory note the word ‘     ’ is altered and on 3<sup>rd</sup> suit promissory note, it was written ‘one lakh fifty thousand only’ in english. In all the suit promissory notes, at subsequent stage some un-known person was scribed on suit promissory notes. The Honourable court already collected by the manuscript of the scribe in english language before the Honourable court at the time of deposing evidence. So, it is just and necessary to send all the suit promissory notes to know about whether all the suit promissory notes were materially altered or not by comparison. Otherwise, I will be put to serious loss.”

The said application was contested by respondent No.2 on the ground that the said plea was not taken by the petitioner in his written statement. But, it appears that the said plea was taken in the additional written statement. Be that as it may, the lower Court dismissed the application by holding as follows:

“7. The petitioner’s contention is that the writings

in three promissory notes are different. P.W.2 is the scribe of the suit promissory notes and at the instance of the petitioner's Counsel, the writings of the scribe were obtained in English in open Court in respect of words "One Lakh and Fifty Thousand only" and "One Lakh only". The petitioner contended that those writings are different to the writings available in the promissory notes and therefore, there are material alterations. A perusal of the words relied upon by the petitioner in the promissory notes (Exs.A-1 and A-5) and the writings of scribe (P.W.2) obtained in open Court, there is no difference to the writings and therefore, there are no material alterations. The 2<sup>nd</sup> respondent Counsel contended that if the party wants to send the disputed promissory notes to the Handwriting Expert, there shall be difference of words and writings or any other interpolations. In the instant case, there are no such difference of writings and interpolations and if really, there is such variation, the Court has got ample power to compare the same under Section 73 of Indian Evidence Act and pass orders at the relevant time and as such, the petition is devoid of merits and liable to be dismissed. Accordingly, this point is answered.

*IN THE RESULT*, the petition is dismissed. No costs."

It is not the case of the petitioner that the signature on the promissory notes was not his own. The case of the petitioner is that the writings in Telugu are different from the writings in English on the face of the suit promissory notes. In fact, certified copies of the suit promissory notes are filed before this Court, which clearly show that the writings in English are different from the writings in Telugu. That aspect of the matter was overlooked by the learned Senior Civil Judge, Tadepalligudem, and the application was dismissed on the ground that there was no difference in the writings of the scribe. The difference in the scripts in Telugu and English is visible to the naked eye.

In the circumstances, the impugned order dated 07.07.2015 is set aside, and the matter is remanded to the lower Court for passing

orders afresh in accordance with law.

Accordingly, this Civil Revision Petition is allowed. No order as to costs.

Miscellaneous Petitions, if any, pending in this Civil Revision Petition shall stand closed.

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**A.RAMALINGESWARA RAO, J**

23.12.2015

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