

THE HON'BLE SRI JUSTICE A.RAMALINGESWARA RAO

CIVIL REVISION PETITION No.3338 of 2015

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ORDER:

The defendant in O.S. No.106/2012 on the file of the Court of the learned Senior Civil Judge, Khammam, is the petitioner herein. The respondent-plaintiff filed the above suit for recovery of money. A petition in I.A. No.991/2014 was filed by the petitioner herein under Section 45 of the Indian Evidence Act for sending the suit promissory note to the handwriting expert. The said I.A. was dismissed by the learned Senior Civil Judge, Khammam, by order dated 11.06.2015, challenging which the present Civil Revision Petition was filed.

In I.A. No.991/2014, the affidavit in support of the application was filed with the following averments:

“That the respondent/plaintiff has filed the above suit for recovery of money against me basing on a false and fabricated document by committing an act of breach of trust to gain wrongfully, infact I have never borrowed any amount on 15-03-2009 and executed a pronote basing on which a suit is filed, as the matter is at the beginning of the trial it is just and necessary that this Hon'ble Court may be pleased to send the pronote along with the admitted signatures of mine for comparison of signatures and also for ascertaining the age of ink of the contents of the pronote and the signature, which would not cause any prejudices to the respondent/plaintiff, infact it will be helpful in adjudicating the matter or else I shall suffer an irreparable loss and injury which cannot be compensated.”

In I.A. No.991/2014, the specific averments in the counter, filed by the respondent therein, are as follows:

“That the Petitioner/Defendant could not taken any plea in his entire pleadings in his written statement that the suit document is forged and fabricated one. The age of the ink of the contents of the suit document can't be ascertained by an expert. The Petitioner/Defendant is filed the present petition with an intent to harass the Respondent/Plaintiff further.”

The specific averments in the written statement, filed by the defendant, in O.S.

No.106/2012 are as follows:

“That the suit is absolutely barred by limitation, as infact the plaintiff and the defendant are acquainted each other as the plaintiff is a money lender and runs private chits about more than 10 years back sometime around 2000-2001, when this defendant had a private chit of Rs.25,000/- and which he has taken in a bid at that time before receiving the amount of Rs.20,500/- as a successful bidder the signature of this defendant was taken as there was over within 3 months left for completion of chit, thereafter the blank pro-note continued to be with the plaintiff, though this defendant has many a time demanded for return of pro-note as this defendant has cleared the chit amount, but the plaintiff has postpone the same on different pretext, but assured this defendant that he will return the same immediately after the same is found, as the pro-note has been mixed with the other documents and he being a money lender has so many such documents and this fact is also substantiate by the fact that the plaintiff has filed number of suits against different persons for recovery of amounts basing on pro-notes which are pending in this court and also other contents, as such, plaintiff has no right to file this suit, being a professional money lender as such, the plaintiff is put to strict proof of the same.”

In view of the above averments of the defendant in the written statement, the defendant is not denying the signature on the document. The said fact was taken note by the trial Court, and accordingly, dismissed the application of the petitioner herein. Therefore, the order of the trial Court is proper in the facts and circumstances of the case.

Accordingly, this Civil Revision Petition is dismissed. There shall be no order as to costs.

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

A.RAMALINGESWARA RAO, J

25.11.2015

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