

THE HON'BLE SRI JUSTICE VILAS V. AFZULPURKAR

CIVIL REVISION PETITION No.5498 of 2015

ORDER:

O.S.No.115 of 2001 filed by the respondent herein for recovery of amount on the basis of promissory note is pending before the learned Additional Senior Civil Judge, Madanapalle, Chittoor District. Petitioners herein, who are defendants in the suit, filed I.A.No.1060 of 2015 with a prayer to send the original promissory note Ex.A.1 and original agreement Ex.B.7 to the opinion of handwriting expert at Hyderabad. The said I.A. was opposed by the respondent on the ground that both the said documents are on different dates. Both parties have led evidence and the suit is posted for arguments. The said I.A. was dismissed by the Court below vide order, dated 02.11.2015. The petitioners questioned the same in this Civil Revision Petition.

Learned counsel for the petitioners relied on the decision of this Court reported in **Mudi Reddy Tirupathi Reddy v. T.Linga Reddy and another** ^[1] whereby this Court had interfered in similar circumstances with regard to a suit filed for specific performance in the year 2005.

The record discloses that execution of promissory note is not in dispute. The suit was filed in 2001. Sufficient evidence was adduced by both the parties. It appears that execution of promissory note is admitted by the petitioners and after lapse of so much time, when the suit is posted for arguments on several dates, the petitioners filed impugned application seeking to send Ex.A.1 and Ex.B.7 to the handwriting expert for opinion. I do not see any justification for the petitioners to seek opinion of handwriting expert at this distance of time. The decision cited above is clearly distinguishable on the facts of the present case where the signature on the promissory note is stated

to have been admitted by the petitioners. Therefore, I do not see any reason to interfere with the impugned order.

The Civil Revision Petition is accordingly dismissed.

Miscellaneous Petitions, if any pending in this Civil Revision Petition shall stand closed. No order as to costs.

VILAS V.AFZULPURKAR, J

29th JANUARY, 2016.

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[\[1\]](#) 2015(6) ALT 512