

THE HON'BLE SRI JUSTICE V. RAMASUBRAMANIAN

CIVIL REVISION PETITION NOS.3029 & 3102 of 2016

COMMON ORDER:

Both these revision petitions arise out of the dismissal of the applications taken out by the petitioner for reopening the suit and for sending the endorsements contained in the suit agreement of sale for examination by a handwriting expert under Section 45 of the Indian Evidence Act, 1872.

Heard Mrs. Cnitalapudi Lakshmi Kumari, learned counsel for the petitioner.

I do not know why the petitioner, who is the sole plaintiff in a suit for specific performance, wants to send the suit agreement of sale for examination by a handwriting expert, especially when the defendants have not denied their signatures on the endorsements. In paragraph-4 of the counter affidavit filed by the respondents to I.A.No.1299 of 2015 they have stated as follows:-

“The allegation that the respondents are disputing their signatures on the suit agreement of sale dated 27.09.1989 and that the payment endorsements made on the back side of agreement is not true and correct.”

As a matter of fact, in paragraph-5 of their counter affidavit, the respondents tacitly admit their signatures on Ex.A.1, and plead that those signatures were put when the property was purchased from the 4th respondent. While setting up such a plea, the respondents made an additional plea that the other signatures are not that of them.

Even in paragraph-5 of their written statement, all that the respondents pleaded was that their signatures were obtained on several papers and that the plaintiff might have used their signatures for pressing the sale agreement. In the light of such a stand taken by the respondents, there was no necessity to seek examination of signatures by a handwriting expert. Hence the Civil Revision Petitions are dismissed. There shall be no order as to costs.

As a sequel, miscellaneous petitions pending, if any, shall also stand closed.

JUSTICE V. RAMASUBRAMANIAN

4th July, 2016
Js.