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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR-8461-2016 (O&M)

Date of decision : 15.12.2016

Julphi Ram

...Petitioner

Versus

Raj Kumar and another

... Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. A.S. Gill, Advocate
for the petitioner.

AMIT RAWAL, J. (ORAL)

The petitioner-plaintiff is aggrieved of the impugned order dated 17.11.2016, whereby the application seeking assistance of an Expert to examine and compare the signatures of Ram Saran-defendant No.2, attorney of Raj Kumar-vendor, at the rebuttal stage, has been dismissed.

Mr. A.S. Gill, learned counsel appearing on behalf of the petitioner-plaintiff submits that the categorical stand of the defendant in the para No.6 of the written statement was that the defendant had only denied the factum of forgery and fabrication of the signatures of Ram Saran-defendant No.2, attorney, by entering the words "MUKHTIAR WALO RAJ KUMAR" and not his signatures. During the cross-examination, it surfaced that his signatures were denied, thus, it is, in this background of the matter, an application was filed. Even in the reply to the application seeking indulgence of the Court, there is no specific denial, thus, the impugned order is not sustainable, thus, urges this

Court for setting aside the same.

I have heard the learned counsel for the petitioner-plaintiff and appraised the paper book.

For the sake of brevity, the categorical stand of the defendant taken in para No.6 of the written statement reads thus:-

“That the plaintiff has fabricated and forged the signatures of the defendant Ram Saran by entering the words MUKHTIAR WALO RAJ KUMAR in the second line of the alleged receipt and similarly he has fabricated the words JULPHI RAM JAD CHAHE REGISTRY KARA LAVE at the end of the alleged receipt dated 20.03.1991. The plaintiff cannot claim any right in the plot in question on the basis of the forged and fabricated document. Even otherwise it is not an agreement to sell qua the plot in question. Even the details of the plot and other necessary ingredients of the agreement are totally missing in the alleged receipt. On mere inspection of the receipt the fabrication and forgery is cleared that the words were added later on by the plaintiff which clearly depicts the true picture and it is very clear on the face of it that these words are in the handwriting of different person and without the consent of the answering defendant for which the answering defendant deserve his right for taking criminal action against the plaintiff.”

There is a complete denial of the agreement to sell. The onus to prove the agreement to sell heavily relied upon by the plaintiff while leading the evidence, in affirmative, by examining the attesting witnesses, much less, by taking the aid of the FSL of the Government Agency or the private one. Having failed to do so, the plaintiff cannot pick up the lines in cross-examination of the defendant and come out with the plea, at final stage when there is no rebuttal issue.

The aforementioned view of mine is fortified by the *ratio decidendi* culled out by the Division Bench judgments of this Court rendered in “*Surjit Singh and others V/s Jagtar Singh and others*” 2007 (1) RCR (Civil) 537, “*Jagdev Singh and others V/s Darshan Singh and others*” 2007 (1) RCR (Civil) 794 and “*Avtar Singh and another V/s Baldev Singh and others*” 2015 (1) PLR 230.

For the foregoing reasons, I do not intend to differ with the findings rendered by the Court below, much less, no ground is made out for interference and accordingly, the revision petition is dismissed.

15.12.2016
Yogesh Sharma

(AMIT RAWAL)
JUDGE

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Whether speaking/reasoned Yes/ No

✓

Whether Reportable Yes/ No