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**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CR No.7883 of 2018 (O&M)
Date of Decision:20.11.2018**

Yashpal

.....Petitioner

Vs

Dharmender

....Respondent

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present:Mr. Manish Mehta Advocate
for the petitioner.

RAJ MOHAN SINGH, J.

[1]. This revision petition has been preferred by the petitioner under Article 227 of The Constitution of India for setting aside the impugned order dated 06.10.2018 passed by the Civil Judge Senior Division, Narnaul whereby the application filed by the plaintiff seeking specimen signatures and handwriting of defendant has been allowed.

[2]. A suit for specific performance was filed by the plaintiff/respondent with consequential relief of injunction to the effect that defendant/petitioner had entered into agreement to sell the land measuring 40 Kanlas for a sum of Rs. 1,50,00,000/- vide agreement dated 10.09.2013 and had received Rs. 1,40,00,000/- and further a new agreement to sell

was executed between the parties for 48 Kanals for a sum of Rs. 1,80,00,000/- vide agreement dated 13.03.2014 and had received Rs. 1,60,00,000/- and sale deed on behalf of defendant in favour of plaintiff be got executed and registered and is entitled to receive the actual and physical possession as owner.

[3]. The written statement was filed by the defendant. The case as fixed for evidence of the plaintiff for 05.08.2016. An application was filed by the plaintiff/respondent for seeking specimen signatures and handwriting of defendant/respondent which was allowed by the Trial Court vide order dated 06.10.2018.

[4]. The learned counsel for the petitioner has submitted that the respondent cannot be allowed to lead evidence in affirmative for an issue with regard to which onus was on plaintiff. He has further submitted that there is no original agreement dated 10.09.2013 for which the signatures are required to be compared. There is only a photocopy of agreement dated 10.09.2013 specimen signatures cannot be compared with photocopy document.

[5]. I have considered the submissions made by learned counsel for the petitioner.

[6]. The petitioner is claiming that the respondents wants the specimen handwriting/signature of the petitioner for comparing it with the original agreement dated 10.09.2013 and that there exist no original agreement dated 10.09.2013 but merely a photocopy. Perusal of the application seeking specimen signature/ writing in english and hindi of the defendant would show that the respondents want the specimen signatures for comparing it with various documents entered into between the parties and placed on record only and not with the agreement dated 10.09.2013.

[7]. The petitioner has relied upon the judgment of **Surjit Rai v. Prem Kumar and Others 1995(2) PLR 140** wherein it was held that signatures cannot be compared from the photocopy of the agreement. This judgment does not fit properly in this case because the respondent does not require the specimen signatures to compare it with any of the photocopy documents.

[8] In the case of **Kirpal Singh v. Vipin Kumar 2008(1) RCR (civil) 669** it was observed that directions of the court are not dependent upon the willingness of the party whose signatures or thumb impressions is sought to be produced for the purpose of comparison by the expert. The court in appropriate cases can issue directions to the party to give his signature for comparison and expert opinion.

[9]. In view of above, I find no error in the impugned order dated 06.10.2018 passed by the Civil Judge Senior Division, Narnaul. This revision petition is found to be totally devoid of merits and the same is accordingly dismissed.

20.11.2018

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(RAJ MOHAN SINGH)
JUDGE

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No