

THE HONOURABLE SRI JUSTICE M.S.RAMACHANDRA RAO

Civil Revision Petition No.491 of 2019

ORDER :

This Civil Revision Petition is filed under Article 227 of the Constitution of India challenging the order dt.09.11.2018 passed in I.A.No.250 of 2016 in O.S.No.144 of 2015 on the file of the V Additional District Judge, at Bhongir.

2. The petitioners herein are defendant nos.1 and 2 in the above suit.

3. The respondent / plaintiff filed the suit against them for specific performance of an agreement of sale dt.30.12.2012 allegedly executed by the 1st petitioner in his favour.

4. Written statement was filed by the petitioners opposing the suit claim. They contended that the respondent had obtained the 1st petitioner's signature on blank bond papers and fabricated the suit agreement of sale on the same. According to them, the signatures of 1st petitioner were taken on blank bond papers towards security when money was given as a loan to petitioners by the respondent, and though the loan was repaid, the documents were not returned.

5. I.A.No.250 of 2016 was filed by the petitioners under Section 45 of the Indian Evidence Act read with Section 151 of Civil Procedure Code, 1908, requesting the Court to send for expert examination documents, i.e., writing of *Vikrayanama* and another

writing of its executants signature and obtain the opinion of the Government Examiner of Questioned Documents of Central Forensic Science Laboratory, Hyderabad with regard to the age of the ink in both the writings. In the said application, it was contended that the expert opinion would indicate that the age of the ink on the suit agreement is recent while the signature was obtained long back.

6. Counter-affidavit was filed by the respondent opposing the said application and denying the plea of petitioners that he obtained blank bond paper and obtained the signature of the 1st petitioner and created the suit agreement-of-sale. He contended that once the 1st petitioner admitted his signature on the suit agreement, he has to explain in what circumstances he put his signatures there when it was blank, and why no steps were taken for obtaining such signatures on blank documents from him

7. By order dt.09.11.2015, the Court below dismissed the said application. It observed that petitioners have to explain under what circumstances the 1st petitioner put his signature on blank bond papers and why he did not take any action against the respondent for obtaining the same. It observed that to prove the plea of prior loan taken by petitioners from the respondent, not a single document has been filed by petitioners. It noted that the signature on the suit agreement is that of the 1st petitioner because when compared with his signature on the settlement deed, the signatures seem to be his signature.

8. Assailing the same, the present Civil Revision Petition is filed.
9. The counsel for petitioners contended that the Court below ought to have allowed the said application and permitted petitioners to establish their defence in the suit. Since the petitioners had not produced any evidence to show that there was a prior loan transaction between them when allegedly blank stamp papers containing 1st petitioner's signatures were obtained, the Court below did not commit any error of jurisdiction in refusing to send the documents to an expert or comparing the age of the signature on the suit agreement-of-sale with that on the other documents.
10. Therefore, I see no error of jurisdiction in the order passed by the Court below warranting interference by this Court under Article 227 of the Constitution of India.
11. Accordingly, the Civil Revision Petition fails, and it is accordingly dismissed. No order as to costs.
12. As a sequel, miscellaneous petitions pending if any in this Civil Revision Petition, shall stand closed.

JUSTICE M.S.RAMACHANDRA RAO

Date: 22.04.2019

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