

I have heard Mr. Roy, learned advocate in support of the petition and have considered the materials on record.

The foundation of the plaint case is an oral agreement for sale of the suit property. The defendants in the written statement have alleged that a money receipt contains the terms of the agreement duly signed by Nisith Kumar Agarwal, i.e. the plaintiff. The defendants have alleged that they agreed to transfer a portion of the suit property.

There is no challenge to the signature of "Nisith Kumar Agarwal" appearing in the money receipt by the plaintiff in the pleadings. In absence thereof, this Court is of the considered view, that the petitioner herein has failed to satisfy as to how the opinion of the hand writing expert is necessary for deciding the dispute involved in the suit.

The Learned Trial Judge was perfectly justified in rejecting the application under Order 26 Rule 10A of the Code of Civil Procedure.

The order impugned does not suffer from any infirmity warranting interference under Article 227 of the Constitution of India.

Accordingly, C.O. 31 of 2020 is dismissed without, however, any order as to costs.

Urgent Photostat certified copy of this order, if applied for, be supplied to the learned advocates appearing for the parties on compliance of all requisite formalities.

(HIRANMAY BHATTACHARYYA, J.)