

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**BENCH AT AURANGABAD**

**WRIT PETITION NO.4040 OF 2020**

Ramesh Pralhad Patil,  
Age : 45 years, Occu. Agriculturist,  
R/o Savkheda (Bk.), Tq. Raver,  
District Jalgaon, at present  
Renuka Nagar, Varangaon,  
Tq. Bhusawal, District Jalgaon

**PETITIONER**  
(Orig. Defendant No.1)

VERSUS

1. Bhagwat Ukhardu Patil,  
Age : 54 years, Occu. Agriculturist,  
R/o Savkheda (Bk.), Tq. Raver,  
District Jalgaon

**RESPONDENT**  
(Orig. Plaintiff)

2. Adv. Tulshiram Dhondu Patil,  
Age : 61 years, Occu. Advocate,  
R/o Mankar Plots, Station Road,  
Raver, Tq. Raver, Dist. Jalgaon,  
At present Director Bungalows,  
S.M.I.T. Area, Bungalow No.10,  
Muktainagar, Tq. Muktainagar,  
District Jalgaon

**RESPONDENT**  
(Orig. Defendant No.2)

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Mr. Vijay B. Patil, Advocate for the petitioner  
Mrs. Deshmukh, Advocate for respondent No.1  
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**CORAM : MANGESH S. PATIL, J.**

**DATE : 11.10.2021**

**PER COURT :**

Heard both the sides finally with consent.

2. In a suit for specific performance of contract filed by

respondent No.1, the petitioner is defendant No.1. He denied any agreement of sale having been ever executed. It is his stand that it was a money lending transaction and a blank stamp paper duly signed by him was handed over only as a security for repayment of the handloan. It is his stand that respondent No.1/plaintiff has misused it to bring into existence the alleged agreement of sale.

3. By moving an application (Exh-101), the petitioner requested the trial court to forward the agreement of sale as also a photocopy of the very same stamp paper bearing his signature but which is blank, which photocopy, according to him, was taken by him before it was handed over to respondent No.1/plaintiff, to the handwriting expert to ascertain the age of the ink of the contents of the agreement of sale as also the age of the ink in which the petitioner has signed on it. By the impugned order, the learned Judge has rejected the application.

4. Having heard both the sides, it is quite apparent that the petitioner is coming with a specific defence about the transaction being a money lending transaction and the blank signed stamp paper having been handed over by him to respondent No.1/plaintiff only as a security. It is his further stand that the contents thereof have been unauthorizedly and fraudulently inserted subsequently by respondent No.1/plaintiff to bring about the alleged agreement of sale.

5. If such is the state-of-affairs, when the selfsame stamp paper, a photocopy of which duly signed by the petitioner is already on the record along side the alleged agreement of sale, one cannot comprehend as to how expertise of a handwriting expert would be of any help to arrive at any conclusion. This is apart from the fact that inspite of specific directions having been issued in the order dated 02.02.2021, the learned Advocate for the petitioner has not been able to convince as to how the age of the handwriting or typewritten document could be ascertained scientifically.

6. It is indeed a matter of appreciation of evidence and all the other attending circumstances. Considering all the aforementioned state-of-affairs, I find no perversity, arbitrariness or illegality in the impugned order, refusing to forward the documents soliciting opinion of the handwriting expert.

7. There is no merit in the Writ Petition. It is dismissed.

8. The learned Civil Judge shall not feel influenced by any of the observations made hereinabove. All the issues are kept open.

**[MANGESH S. PATIL]**  
**JUDGE**