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C.R.P (PD).No.2338 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.07.2022

CORAM:

THE HON'BLE Ms.JUSTICE **R.N.MANJULA**

C.R.P (PD).No.2338 of 2022

V.Subbarayalu

... Petitioner

Vs.

1.Mr.S.Suresh

2.P.N.P.Construction

Rep. by its Proprietor,
Mr.Dhamodharan,
No.166/27, 4th Cross Street,
Ranganathapuram, West Tambaram,
Chennai 600 045.

... Respondents

PRAYER : Civil Revision Petition is filed under Article 227 of The Constitution of India, to set aside the order passed in I.A.No.1 of 2020 in O.S.No.81 of 2016 passed by the Principal Subordinate Judge, Chengalpattu @ Kancheepuram District.

For Petitioner : Mr.T.R.Kumaravel

ORDER

This Civil Revision Petition has been preferred to set aside the order passed in I.A.No.1 of 2020 in O.S.No.81 of 2016 passed by the Principal Subordinate Judge, Chengalpattu @ Kancheepuram District.



2. Heard Mr.T.R.Kumaravel, learned counsel for the petitioner and perused the materials available on record.

3. The short facts of the case are as follows:

The revision petitioner is the first defendant in the suit. The first respondent / plaintiff has filed a suit against the defendants for specific performance on the basis of the sale agreement dated 01.02.2014. During the pendency of the suit, the defendant filed a petition in I.A.No.1 of 2020 seeking permission of the Court to send the documents for getting expert opinion. The said petition was dismissed. Aggrieved over that, this Civil Revision Petition has been preferred.

4. The learned counsel for the petitioner submitted that the petitioner has been denying the signature in the sale agreement right from the beginning and hence, in the interest of justice, the document has to be sent for getting expert opinion.

5. The records would show that in the written statement filed by the revision petitioner/first defendant, there is no specific denial about the



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signature in the sale agreement. The written statement contains the general denial that he is not a party to the sale agreement and that it is a fabricated document.

6. The plaintiff who has filed a suit has got the duty to prove about the genuineness of the sale agreement. The learned Trial Judge has observed that even in the prayer sought in the petition, there is no specific averment about the admitted signatures of the first defendant and with which the disputed document should be compared by the Handwriting Expert. Unless the details about the admitted document is mentioned, it is not possible for the learned Trial Judge to appreciate whether they are contemporaneous documents or not. Sending the document to Handwriting Expert is not a conclusive proof and it will only have a persuasive effect with other materials placed in the record.

7. For any valid reasons, if the signature in the sale agreement has to be compared with the admitted signatures of the first defendant that can also be done under Section 73 of the Indian Evidence Act. Since the petitioner has not come out with a complete petition and has chosen to file a petition at the stage when the matter was ripe for trial, I find no reasons for interference.



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WEB COPY 8. In the result, this Civil Revision Petition stands dismissed and the order passed by the Principal Subordinate Judge, Chengalpattu @ Kancheepuram District in I.A.No.1 of 2020 in O.S.No.81 of 2016 dated 15.12.2021 is confirmed. No costs.

Index: Yes/No
Speaking / Non Speaking Order
gsk

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To

The Principal Subordinate Judge,
Chengalpattu.



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R.N.MANJULA, J

gsk

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