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

CR-1561-2022 (O&M)
Date of Decision: September 15, 2022

Lakhbir Singh

...Petitioner

VERSUS

Kulwant Singh and another

...Respondents

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present: Mr.Rajinder Goyal, Advocate
for the petitioner.

Mr.H.S.Dhillon, Advocate
for the respondents.

ARCHANA PURI, J.

Challenge in the present revision petition is to the order dated 07.04.2022 (Annexure P-11) passed by learned Addl. Civil Judge (Sr. Divn.), whereby, an application filed by the respondents-plaintiffs, for seeking permission to examine handwriting expert, was allowed.

The brief facts, as culled out, from the paper-book, are as herein given:-

That, initially respondents-plaintiffs had filed a suit for symbolic possession by way of specific performance of agreement to sell dated 23.06.2008 with consequential relief of permanent injunction. As per version of the respondents-plaintiffs, agreement to sell dated 23.06.2008 was allegedly executed by the petitioner-defendant, in favour of the

respondents-plaintiffs, for a total consideration of Rs.28,60,000/-. Having received the entire sale consideration on the date of agreement to sell, the actual physical possession of the suit property was handed over to the respondents-plaintiffs. Also, it is the version that respondents-plaintiffs shall be entitled to get the sale deed executed and registered in their favour, at any time, after giving fifteen days' notice.

In pursuance of the notice issued, the petitioner-defendant made appearance. In the written statement, it is submitted that agreement to sell in question is a forged document and the same was never executed by him. Even, receipt of consideration amount from the respondents-plaintiffs, as such, has been denied. The petitioner-defendant had also denied his signatures over the alleged agreement to sell dated 23.06.2008.

During the pendency of the suit, an application for permission to examine the handwriting expert to compare the disputed signatures of the petitioner-defendant, on the agreement to sell dated 23.06.2008, with the stands signatures of the defendant, which are available on the file of ***case no.38 of 2008, titled as State vs. Lakhbir Singh etc., decided on 03.02.2014 and criminal complaint no.592 of 2011, titled as Baljinder Singh vs. Lakhbir Singh etc., decided on 19.01.2016***, by the Courts at Pehowa, was filed.

In the application, it was stated that since the petitioner-defendant had denied his signatures on the agreement in question, therefore, it became imperative to examine the handwriting expert to prove that the signatures on the agreement to sell, relates to the petitioner-defendant.

However, in reply, the claim of the respondents-plaintiffs was resisted by the petitioner-defendant, on the ground that the same is in violation of order dated **17.10.2019**, passed by this Court in **CR-3077-2019**, whereby, the revision petition filed by the respondents-plaintiffs, to challenge the order of obtaining of the standard signatures, for the purposes of comparison, was set aside and it was ordered that the standard signatures, so obtained, shall be disregarded.

However, it is pertinent to note that in pursuance of the notice issued by the lower Court, when the petitioner-defendant made appearance and before filing of the written statement, he had filed an application, thereby, seeking permission to furnish his specimen signatures, on the case file, to enable him to compare his specimen signatures with the disputed signatures on the questioned agreement. This application was allowed by the lower Court and standard signatures of the petitioner-defendant, were obtained.

Feeling aggrieved, respondents-plaintiffs had filed revision petition before this Court and vide order dated **17.10.2019** passed in **CR-3077-2019**, the order dated 11.04.2019, passed by the lower Court, was set aside and it was clarified that the specimen signatures of the petitioner-defendant, which were taken on record, shall be disregarded. Copy of the order dated 17.10.2019 is Annexure P-8.

In the aforesaid order, it was stated that in paragraph No.6 of the application, petitioner-defendant has admitted that his two signatures i.e. one on power of attorney executed by him, in favour of his counsel and other, on the report of the summons received by him, were already on the

record of the trial Court but since, both these signatures had been appended by him, out of Court premises, the petitioner-defendant wanted to give his specimen signatures within the Court premises. However, this Court held that since the admitted signatures are already there on the power of attorney as well as on the report of the summons, there was no worthwhile reason to permit the respondent (present petitioner) to give his specimen signatures in the Court, especially, in the light of the apprehension expressed by the petitioners (respondents in the present case), that after having admittedly appended his signatures on two documents, which were on the record, petitioner-defendant may now, with malafide intention, shall change his signatures, while giving his specimen signatures in the Court, only to derail the respondents-plaintiffs, from providing their claim. On this account, the revision petition was allowed and the standard signatures, so obtained, were ordered to be disregarded.

It is in this backdrop, now respondents-plaintiffs had filed application in question for comparison of disputed signatures of the petitioner-defendant, on the agreement to sell with the standard signatures, available on the file of ***case no.38 of 2008, titled as State vs. Lakhbir Singh etc., decided on 03.02.2014 and criminal complaint no.592 of 2011, titled as Baljinder Singh vs. Lakhbir Singh etc., decided on 19.01.2016.***

It is essential to note that it is specific version of the petitioner-defendant that disputed agreement to sell does not bear his signatures. On account of denial of his signatures, it became all the more important for the respondents-plaintiffs to get examination of the disputed

signatures with the standard signatures of the petitioner-defendant. Even though, the signatures of the petitioner-defendant, are stated to be there on the power of attorney as well as on the report of the summons, but it is pertinent to mention that these signatures did not come in existence in the presence of the Court and on this account, the apprehension, which the respondents-plaintiffs have in their mind, about the signatures to have been disguised by the petitioner-defendant, with the sole purpose to escape the liability, on the basis of questioned agreement, as such, cannot be ruled out.

Considering the aforesaid fact situation, it shall be appropriate to make comparison of the disputed signatures of the petitioner-defendant, with his standard signatures, existing in the previous litigation, on the documents, prior to the institution of the suit. The agreement to sell is dated 23.06.2008 and the suit has been filed in the year 2018, on the basis of the aforesaid agreement. The respondents-plaintiff intends to make comparison of the signatures of the petitioner-defendant, available in the previous instituted case i.e. ***case no.38 of 2008, titled as State vs. Lakhbir Singh etc., decided on 03.02.2014 and criminal complaint no.592 of 2011, titled as Baljinder Singh vs. Lakhbir Singh etc., decided on 19.01.2016.*** This shall be very appropriate one as the comparison with the signatures of the petitioner-defendant, which came into existence, much prior to the institution of the present suit, on the basis of the disputed agreement, shall rule out chances of any disguise, at the behest of the petitioner-defendant, to escape the liability, on the basis of the questioned agreement.

In view of the aforesaid observations, learned lower Court, has rightly allowed the application. As such, the revision petition sans merit and the same is hereby dismissed.

September 15, 2022	(ARCHANA PURI)
Vgulati	JUDGE
Whether speaking/reasoned	Yes
Whether reportable	Yes/No