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

**CRM-M No. 46090 of 2023
Date of Decision: 21.09.2023**

RAJINDER SINGH

... Petitioner

Versus

KASHMIRI LAL VOHRA (SINCE DECEASED)

... Respondent

CORAM:- HON'BLE MR. JUSTICE SANJIV BERRY.

Present:- Mr. Parminder Singh, Advocate
for the petitioner.

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SANJIV BERRY, J. (ORAL)

The instant petition under Section 482 Cr.P.C. has been preferred by the petitioner for setting aside of the impugned order dated 19.08.2023 (Annexure P-6) whereby application for examination of handwriting and fingerprint expert to prove the specimen signatures of Kashmiri Lal on the agreement dated 06.02.2018 (Annexure P-2) with admitted documents has been dismissed.

2. It is, *inter alia*, contended by learned counsel for the petitioner that the complainant Kashmiri Lal (since expired) had instituted a complaint under Section 138 of Negotiable Instrument Act against the petitioner which is pending trial before Judicial Magistrate Ist Class, Karnal. It is contended

that the complainant had filed the complaint qua dishonour of two cheques amounting to ₹5,00,000/- in favour of Kashmiri Lal and ₹1,30,000/- in favour of his son Ankit Vohra and in his preliminary evidence Kashmiri Lal has tendered his affidavit in evidence and later he expired and his son Ankit Vohra step in his shoes. It is submitted that during course of examination of Ankit Vohra, he denied the signatures on the agreement Annexure P-2 to be of his father and for that purpose the petitioner had moved an application for getting the signatures of Kashmiri Lal complainant compared from some hand writing expert. He submits that the said application, however, was dismissed by learned trial Court vide order dated 19.08.2023 (Annexure P-6), wrongfully and illegally and hence the present petition.

3. As per the learned counsel for the petitioner the leaned trial Court ought to have allowed the application because the case of the petitioner is that the cheques in question were given as security cheques and the parties had signed the agreement dated 06.02.2018 and on the same day another agreement qua Truck No. HR55A 7392 was also executed by the petitioner with Ankit Vohra but due to good relations, instead of Ankit Vohra, his father Kashmiri Lal has put his signatures, hence he contended that as Ankit Vohra while appearing as CW-1 had denied the signatures of his father on the agreement, to prove the signatures on agreement, comparison of signatures of the Kashmiri Lal is necessitated for which the petitioner had moved an application seeking permission to get the signatures of Kashmiri Lal compared from hand writing expert on the affidavit, statement in Court and also on the agreement.

4. I have considered the submissions made by learned counsel for the petitioner and have also gone through the record with his assistance.

5. It is the case of the petitioner that complaint under Section 138 of Negotiable Instrument Act had been filed against him by the complainant Kashmiri Lal bearing NACT No. 1997 of 2019. No doubt Kashmiri Lal complainant after appearing in the witness box had tendered his affidavit in evidence, had expired later on and the petition is now pursued by his son Ankit Vhora. The matter in issue is the agreement dated 06.02.2018 allegedly executed between the petitioner and said Kashmiri Lal which the petitioner contends to have been executed for giving some trucks on rent. The case put forth by the petitioner is that on the basis of said agreement one security cheque amounting to ₹5,00,000/- and one ₹1,30,000/- were issued by the present petitioner which they have misused and filed the present complaint, although no legal liability is there.

6. With the assistance of learned counsel for the petitioner, copy of the said agreement dated 06.02.2018 (Annexure P-2) has been perused, however, the perusal thereof reveals that there is no mention of any security cheques being taken or given by any of the party. It is the categorical stand of the petitioner in para No.2 of the petition that Kashmiri Lal has misused the security cheques given on the occasion of entering into agreement by filing the present complaint under Section 138 of the Negotiable Instrument Act, however as stated above there is no mention of delivery of any security cheques incorporated in the aforesaid agreement dated 06.02.2018 (Annexure P-2). Thus in such a situation, even if the signatures of

complainant are proved on the agreement that will not *ipso facto* turn the cheques in question as security cheques in the absence of any mention qua it in the aforesaid agreement. Moreover, it has rightly been pointed out by learned trial Court while passing the impugned order that the science of hand writing comparison is not perfect science and even the Court can by itself peruse and compare the signatures or writing. No infirmity in the impugned order could be pointed out by the learned counsel for the petitioner.

7. Therefore, keeping in view the above discussion, I find no merit in the present petition and accordingly the same is hereby dismissed.

8. Any observation made above shall not be construed as opinion of this Court on the merits of the case.

(SANJIV BERRY)
JUDGE

21.09.2023

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i)	Whether speaking/reasoned?	Yes/No
ii)	Whether reportable?	Yes/No