



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 06.09.2024

CORAM

THE HONOURABLE Mr. JUSTICE V.LAKSHMINARAYANAN

C.R.P.(PD).No. 3585 of 2024

&

C.M.P.No. 19446 of 2024

G.Thirumaran

...Petitioner

Vs.

K.Veeramani

...Respondent

Prayer: Petition filed under Article 227 of the Constitution of India against the order and decreetal order in I.A.No.2 of 2023 in O.S.No.268 of 2021, on the file of the Principal District Court, Krishnagiri, dated 01.02.2024.

For Petitioner : M/s.R.Poornima.



ORDER

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The defendant is the civil revision petitioner. The suit O.S.No.268 of 2021 has been presented before the learned Principal District Judge, Krishnagiri, for recovery of a sum of Rs.10,24,666/- together with interest at the rate of 12% per annum, from the date of the suit till the date of realisation.

2. According to the plaintiff, on 20.07.2021, the defendant had borrowed a sum of Rs.10,00,000/-. In discharge of the said amount, the defendant had handed over a post dated cheque drawn on ICICI Bank, Tiruppattur branch. The plaintiff presented the cheque for encashment, however, the same was dis-honoured, on 30.09.2021. Since his attempts to make the defendant pay the money failed, the plaintiff invoked the jurisdiction of the Court by presenting the said suit.



3. The defendant entered appearance and filed a detailed written statement. According to the defendant, there were previous transactions between the plaintiff and the defendant and as a security for the said transactions, he had given a cheque which had been misused for the purpose of this case. It is pertinent to point out that the defendant admitted to his signature in the cheque. He would plead that the same was given as a security.

4. On the basis of the above pleadings, issues were framed and parties entered witness box. During the course of the Trial, the defendant took out an application to send Ex.A.1, Cheque for Rs.10,00,000/-, through Advocate Commissioner to hand writing expert for the purpose of comparison and filing his report. This application was received as I.A.No.2 of 2023.

5. On receipt of the counter filed by the plaintiff in the said application, the learned Judge proceeded to dismiss the application. Hence, this revision.



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6. Heard M/s.Poornima for the civil revision petitioner.

M/s.Poornima would submit that the signature in the cheque is admitted but the filling up of the cheque is not. She would plead that the plaintiff had filled up the cheque on his own. This was done for the purpose of pleading that the signature and figure found in the cheque is as that of the defendant. This, she would plead is a serious disputed issue and would have to be sent for comparison of the handwriting of the defendant.

7. When the signature in the cheque is admitted, the question of sending the document to a handwriting expert does not arise. This is for the simple reason that under Section 20 of the Negotiable Instruments Act, when a person delivers an incomplete negotiable instrument to another. It is with an authority for the holder to complete the negotiable instrument. That being the position of law, the question of comparing the signatures does not arise at all.



8. In the result, the Civil Revision Petition is dismissed.

Consequently, the connected miscellaneous petition is closed. No costs.

06.09.2024

Index : Yes/No
Internet : Yes/No
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To

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The Principal District Court,
Krishnagiri.

V.LAKSHMINARAYANAN, J.



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