

Court No. 6
(265719)

22.09.2025
(AD 30)
(S. Banerjee)

CO 3525 of 2025

Sufi Kamal & Anr.
Vs.
Arif Ali & Ors.

Mr. P. P. Roy
Ms. Shireen Hossain
...for the petitioners

Mr. Gopal Ghosh, Sr. Advocate
Mr. Sarban Bhattacharjee
...for the opposite parties

This application under Article 227 of the Constitution of India is at the instance of the defendants and is directed against an order dated August 27, 2025 passed by the learned Civil Judge (Sr. Division), 2nd Court at Alipore in Title Suit No. 497 of 2020. By the order impugned the application filed by the opposite parties under Section 72 of the BSA, 2023 corresponding to Section 73 of the Indian Evidence Act, was allowed.

Mr. Roy, learned advocate appearing for the petitioners submits that the PW-1 during his cross-examination admitted his signature on the rent receipts. He submits that in view of such admission, there is no necessity for sending the rent receipts for a comparison by a handwriting expert with the admitted signature of the plaintiffs. Mr. Roy submits

that the issue involved in the suit is whether the petitioner is a tenant or a licensee in respect of the suit property and in view of the admission made by the plaintiffs' witness during their evidence that all the suit properties were rented and they have admitted their signature on the rent receipts, the attempt on the part of the plaintiff/opposite party for verification of such signature of the plaintiffs on the rent receipts is only to prolong the hearing of the suit.

Mr. Ghosh, learned advocate appearing for the plaintiffs/opposite parties submits that the signature of the plaintiff in the rent receipts which were sought to be compared by way of appointment of the expert, were not produced by the petitioners along with the written statement. He submits that in spite of an application filed by the opposite parties praying for a direction upon the petitioners to produce the rent receipts, the same was also not produced. He further submits that the witnesses of the plaintiffs were also not confronted with such rent receipts at the time of their evidence. He submits that after the completion of the evidence of the plaintiffs' witness, and at the stage of evidence of the defendants, the petitioners sought for leave to produce the said rent receipts which was allowed by the learned trial judge.

Heard the learned advocates for the respective parties and perused the materials placed.

After going through the evidence of the PW-1, more particularly the cross-examination, it appears that the PW-1 have stated during cross-examination that all the properties are given on rent and they collected the rent on issuing the rent receipts. It further appears from the cross-examination of PW-1 that he had admitted to have handed over to the defendant no. 1 blank rent bill book duly signed by the plaintiffs.

Mr. Roy, learned advocate appearing for the petitioners placed strong reliance upon such evidence and strenuously contended that in view of such admission, the learned trial judge ought not to have sent the rent receipts for comparison by of an expert.

It is the specific case of the plaintiffs/opposite parties in paragraph no. 2 of the plaint that considering the close relationship between the parties the plaintiffs gave the defendant no. 1 blank rent bill book duly signed by the plaintiffs to facilitate collection of rent from the tenants in respect of the suit building and the system of collection was going on since after the time the defendant no. 1 came in the possession of the suit premises as licensee and

the plaintiffs handed over such rent book bearing their signature.

Though Mr. Roy may be right in contending that the plaintiffs during their cross-examination admitted to have given the blank rent bill containing their signature, but the fact remains that the plaintiffs in the application praying for appointment of a handwriting expert have specifically stated that upon perusal of the signature appearing in the rent receipts produced by the defendants it is evident that the defendant no. 1 forged the signatures of the original plaintiff no. 1, since deceased, and the defendant no. 2. It does not appear from the evidence that the rent receipts which were produced by the petitioners at the subsequent stage, were tendered to the plaintiffs' witnesses during their cross-examination. The reason why the plaintiff's witnesses were not confronted with such disputed rent receipts is best known to the petitioners. Though it may be the case of the plaintiffs/opposite parties that blank rent bill containing the signature of the plaintiffs were handed over to the defendant no. 1, but whether the rent receipts which the petitioners have produced at the subsequent stage forms part of the same rent bill book which was handed over to the petitioners, has to be decided at the time of trial. Since it is the specific case of the plaintiffs/opposite parties that the

defendants have forged the signatures of the plaintiffs, a comparison of the dispute signature with the admitted one is necessary for the purpose of effective adjudication of the disputes between the parties.

This court is, therefore, of the considered view that the learned trial judge was right in allowing the petitioners' prayer for appointment of an handwriting expert and directing the questioned documents to be sent for a comparison of the signatures of the plaintiffs appearing on the disputed rent receipts together with the deed of lease which was marked as Exhibit 2 by an expert.

Though the Court is an expert of all experts, but the Hon'ble Supreme Court has time and again held that in case of a dispute as to the signature, an expert in the field should be appointed for such comparison and the court should avoid comparing the disputed signatures with its own eyes.

For all the reasons as aforesaid, CO 3525 of 2025 stands dismissed.

(Hiranmay Bhattacharyya, J.)