



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **05.06.2025**

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THE HONOURABLE MR JUSTICE P.B. BALAJI

CRP. PD. No. 901 of 2025

and CMP. No.5266 of 2025

1.Kowshik Pressure Vessels Private Limited,
Rep by its Managing Director,
K.Srinivasan.
2.K.Srinivasan
3.S.Krishankumari

Petitioner(s)

Vs

1.A.S.Sandeep
2.K.B.Raju

Respondent(s)

PRAYER: This Civil Revision Petition is filed under Article 227 of the Constitution of India to set aside the fair and decretal order dated 05.09.2024 made in I.A. No.3 of 2024 in O.S. No.33 of 2012 on the file of the learned Principal District Court, Kanchipuram.

For Petitioners : Mr.C.A.Ramanan
For Respondents : Mr.M.Y.Jyothish Chander
for R1 & R2

ORDER

This Civil Revision Petition is filed to set aside the fair and decretal order dated 05.09.2024 made in I.A. No.3 of 2024 in O.S. No.33 of 2012 on the file of the learned Principal District Court, Kanchipuram.



2. Heard Mr.C.A.Ramanan, learned counsel for the petitioners and Mr.M.Y.Jyothish Chander, learned counsel for the respondents 1 & 2.

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3. The defendants in the suit for recovery of money based on promissory notes have filed an I.A. No.3 of 2024 for appointment of Advocate Commissioner to take the plaint documents marked as Ex.A1 to A6 for the purposes of obtaining an expert opinion from handwriting expert attached to the Forensic Science Department. The said Application was resisted by the plaintiffs and on enquiry, the learned Principal District Judge, Kanchipuram has dismissed the said Interim Application. Aggrieved by the said order, the defendants are before this Court by way of the above Civil Revision Petition.

4. The learned counsel for the petitioners would submit the trial Court dissected the written statement and has taken into account piecemeal averments and put them against the defendants. He would further submit that the promissory notes have been tampered and fabricated and the categorical case of the defendants is that there was no borrowing in the year 2009 and there were transactions only in the year 2003 and not thereafter. The learned counsel would therefore submit that an opportunity should be given to the defendants to establish that the pro



notes are fabricated documents and they were not considered.

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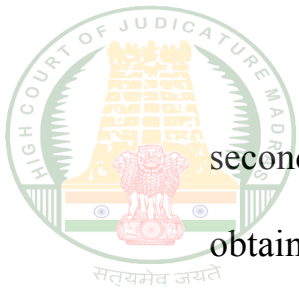
5. Per contra, Mr.Jyothish Chandar, the learned counsel for the respondent/plaintiff contend that the suit has been filed way back in the year 2012 and the suit was in a part heard stage and the evidence of the plaintiffs also came to be concluded. Only thereafter when the matter was posted for evidence on the side of the defendants, the present Application in I.A. No.3 of 2024 was taken out. According to the learned counsel for the respondents, the said Application is clearly an attempt to drag the proceedings endlessly. He would also invite my attention to the averments in the written statement filed by the second respondent/defendant which was also adopted by the defendants 1 & 3 to fortify their contentions that there was a real admission of execution of the properties.

6. I have carefully considered the rival submissions made on the either side. I have also gone through the order passed by the learned Principal District Judge, Kanchipuram which is impugned in the present revision.



7. On going through the written statement which has been filed by the second respondent and came to be adopted by the defendants 1 and 3,

in more than one place, I am able to see that the execution of the impugned promissory notes has been admitted by the defendants. It is only their defence that the execution was under undue influence and that the pro notes came to be filled later. In fact, the learned counsel for the petitioners would also invite my attention to the portion of the deposition on the side of the plaintiffs to contend that even the plaintiffs admittedly were not aware as to who scribed the promissory notes and there is contradiction in that regard. However, insofar as the execution of the promissory note, I am able to see that there is no specific denial in the written statement filed by second defendant that the promissory notes were not signed by the defendants, excepting for a vague allegation in Paragraph 4 of the written statement that the defendants have not executed suit promissory notes. However, at later paragraphs of the written statement, the defendants admitted that there were transaction upto 2003 and according to the defendants all money borrowed was duly repaid and the borrowings were discharged even in the year 2008 itself. At paragraph 12, the second defendant has further stated that as Managing Director of the Company, he has issued unfilled blank cheques and pro notes for security purposes for the loan obtained by the



second plaintiff in the year 2003. Therefore, I see no necessity for obtaining expert opinion and the learned District Judge has also rightly relied on Section 20 of the Negotiable Instruments Act, 1881, which clearly states that any promisee is entitled to fill up blank promissory notes. Therefore, the defendants seeking expert opinion is not warranted.

8. In fine, I find there is no infirmity or illegality in the findings arrived at by the Trial Court. Hence, this Civil Revision Petition is dismissed. No costs. Connected Miscellaneous Petition is also dismissed.

05.06.2025

rkp

Index : Yes / No

Internet : Yes / No

To:

The Principal District Judge,
Kanchipuram.



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CRP. PD. No.901 of 2025



P.B.BALAJI, J.,

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