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CRP.No.2272 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 10.06.2025

CORAM:

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

C.R.P.No.2272 of 2025
and CMP.No.13167 of 2025

G.Shanthi

.. Petitioner

Versus

S.Halima John

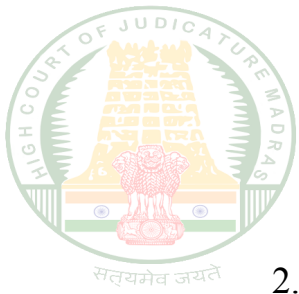
.. Respondent

Prayer:- Civil Revision Petition filed under Section 115 of Code of Civil Procedure, to set aside the fair and decretal order dated 10.06.2024 passed in E.A.No.69 of 2023 in E.A.No.66 of 2020 in EP.No.82 of 2000 in O.S.No.690 of 1994 on the file of the learned I Additional Sub Court, Cuddalore.

For Petitioner : Mr.K.Govi Ganesan

ORDER

Challenge has been made to the order of the Executing Court dismissing the application filed by the judgment debtor under Order 16 Rules 1 and 2 of CPC, to summon the Sub-Registrar as witness to prove that the sale agreement which was the subject matter of the suit was forged one.



CRP.No.2272 of 2025

WEB COPY

2. The suit has been originally filed based on the agreement dated 20.06.1994 said to have been executed by the revision petitioner in favour of the decree holder. The suit came to be decreed in favour of the decree holder on 07.08.2000, appeal in AS.No.34 of 2002 confirmed and ultimately, second appeal in S.A.No.1054 of 2004 was dismissed by this Court vide decree and judgment dated 04.06.2018. Before Executing Court, a stand has been taken by the judgment debtor by filing an application under Section 47 of CPC alleging that the sale agreement is a forged one, therefore, the examination of the Sub-Registrar is required. Such defence has been taken only for the first time by way of the application under Section 47 of Code of Civil Procedure read with Order XXI Rule 97 of CPC. The said application has been opposed by the decree holder. The Executing Court vide impugned order dismissed the application. Hence, this revision.

3. The learned counsel for the petitioner submitted that the examination of the sub-registrar is required to show that the sale agreement is a forged one, therefore, the Trial Court ought to have given opportunity to the petitioner.



CRP.No.2272 of 2025

WEB COPY

4. Heard the learned counsel for the petitioner and perused the materials placed on record.

5. At the outset, this Court is unable to be comprehend as to how such application is maintainable at this stage. In the very written statement, the defendant having admitted the receipt of Rs.45,000/-, now, evasively contends that sale agreement was fabricated, however, the plaintiff has proved the execution of the document by examining the necessary witnesses. That apart, the judgment debtor himself admitted the signature in the agreement, therefore, the very allegation that the agreement is a forged one is an afterthought and introduced only in the execution stage to somehow or other to protract the proceedings. When the Trial Court has entirely perused the evidence and found that agreement has been clearly established on record and execution is also proved, this Court is of the view that if such application is allowed in the execution stage, it will amount to reopening of the entire settled issue. Such application in view of this Court is nothing but abuse of process of law.



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CRP.No.2272 of 2025

N. SATHISH KUMAR, J.

6. Accordingly, I do not find any merits in this revision and this revision stands dismissed. Consequently, connected miscellaneous petition stands closed. No costs.

10.06.2025

dhk

Internet : Yes

Index : Yes/No

Speaking order / Nonspeaking order

Neutral Citation : Yes/No

To

1. I Additional Sub Judge
I Additional Sub Court, Cuddalore.

2. The Section Officer, VR Section
Madras High Court

C.R.P.No.2272 of 2025