



Crp.No.544 of 2025

WEB COPY IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 17.02.2025

CORAM

THE HONOURABLE MS.JUSTICE P.T.ASHA

C.R.P.No.544 of 2025
C.M.P.No.3130 of 2025

1.J.George Fernandaz

2.V.Karunanidhi

...Petitioners

Vs.

1.L.Murugesan

2.Viayaseeli Devaraj

3.V.P.M.Vasanthaseeli

4.V.P.M.Kanagaseeli

5.V.P.M.Kasuri

6.V.P.M.Pattu Rani

7.V.P.M.Thilaga Rani

8.V.P.M.Subash Chandra Bose

9.V.P.M.Thilagaraj

10.V.P.M.Kamaraj

...Respondents

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PRAYER: Civil Revision Petition is filed under Article 227 of the Constitution of India, pleased to set aside the order dated 22.08.2024 passed by the learned Sessions Judge, Mahila Court, Chengalpattu, in I.A.No.2 of 2024 in O.S. No.129 of 2013 and to allow the petition in I.A.No.2 of 2024 in O.S.No.129 of 2013 on the file of Learned Sessions Judge, Mahila court, Chengalpattu.

For Petitioner : Mr.B.Jeevan Kumar

ORDER

Challenging the order dismissing the petition filed under Section 45 of the Indian Evidence Act and Order XXVI Rule 10-A and 10-B of C.P.C to appoint an Advocate Commissioner to take the sale agreement dated 28.08.2010 to the Forensic Department, Chennai, to verify whether the sale agreement dated 28.08.2010 has been tampered with and whether the signature in page three of the agreement is same as that in the first and second page of the agreement, the revision has been filed by defendants 9 and 10 before the learned Sessions Judge, Mahila Court, Chengalpet in O.S.No.129 of 2013. For ease of understanding the parties are referred to in the same ranking as before the trial court.



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2.The facts are briefly set out herein below:-

The plaintiff who is the first respondent herein had filed the suit O.S.No.129 of 2013 originally on the file of the learned Principal District Judge, Chengalpet now on the file of the learned Sessions Judge, Mahila Court, Chengalpet for specific performance of an agreement dated 28.08.2010.

3.It is the plaintiff's contention that he had entered into an agreement of sale with defendants 1 to 8 in respect of suit schedule property agreeing to purchase the same for a total sale consideration of Rs.1,50,00,000/-. The plaintiff would submit that on the date of signing of the agreement a sum of Rs.52,00,000/- was paid towards part sale consideration through cash as well as cheques. It was agreed that the balance sale consideration of Rs.98,00,000/- would be paid at the time of registration of sale deed. The plaintiff would submit that apart from a sum of Rs.52,00,000/-, the plaintiff had paid further amounts and totally a sum of Rs.83,00,000/- was paid towards part sale consideration. Though the plaintiff had been ready and willing and was demanding execution of



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the sale deed, first defendant who was the power agent of other defendants had been evading the same. Therefore, the plaintiff issued legal notice dated 12.12.2012 calling upon the first defendant to come and register the sale deed for himself and on behalf of his principals. Though the notice was received by the first defendant no reply was sent.

4. At this juncture, the plaintiff was served with a notice in O.S.No.196 of 2013 on the file of District Munsif Court, Chengalpattu, which was a suit filed by the second and third defendant against plaintiff for permanent injunction restraining the plaintiff from in any way interfering with the peaceful possession and enjoyment of the suit property. The plaintiff would submit that defendants 2 and 3 are well aware of the agreement of sale dated 28.08.2010 between plaintiff and the first defendant. The plaintiff would submit that defendants 1 to 7 and the 4th defendant have jointly executed a power of attorney in favour of the 8th defendant on 19.10.1992 and it is on the basis of this power of attorney that the agreement of sale dated 28.08.2010 had been entered into between the plaintiff and the 8th defendant representing the others and the agreement is therefore binding on all.



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5.The first defendant had filed a written statement *inter alia* contending that the suit filed without impleading the original owner. He had denied the execution of the sale agreement and receipt of consideration. He would contend that the petitioner has suppressed the purchase of an extent of 2.17 acres on the northern side of S.No.29/1 at Nemeli Village from out of a total extent of 5.39 1/2 acres under two registered sale deeds dated 16.05.2007 and 22.06.2010 and the sale consideration for their purchases were made in instalments of payments are still due. It is also his case that the petitioner had taken his signatures on a few occasions in blank paper. It is also his case that a mere perusal of the agreement of sale would clearly indicates that the recitals have been so laid out on the sheets as to fit within the signatures obtained on blank sheets. He therefore sought for the dismissal of the suit.

6.The third defendant had filed a written statement, adopted by the 2nd defendant, more or less reiterating the defense pleaded by the first defendant. He would submit that he had a prior agreement dated 29.12.2009 with the first defendant to purchase 20 cents of land being a portion of the suit property which



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portion was also purchased under a registered sale deed dated 24.12.2012. The first defendant, 2nd petitioner and 3rd defendant have filed additional written statements.

7. When the matter was at a part heard stage defendants 9 and 10 had come forward to file I.A.No.2 of 2024 seeking to send the signatures in the sale agreement dated 28.08.2010 for an expert evidence. The defendants 9 and 10/petitioners herein sought to get the following issues clarified by the expert:-

a) whether the printing is found on the signature or whether the signature is put on the printing or whether the signature had been tampered with on the first page of the sale agreement dated 28.08.2010;

b) whether the signature on the third page of the sale agreement is the same as that in the first and the 2nd page of the sale agreement and get opinion.

8. The plaintiff as the first respondent filed a counter stating that defendants 1 to 8/respondents 2 to 9 have not denied the existence of the sale agreement or



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the signature found in Ex.A1. That apart pending suit, the 8th defendant has entered into sale agreement with one Neelagandan as power agent on behalf of his family members in respect of the remaining extent of 1 acre 80 cents which is the subject matter of the suit. The plaintiff would further submit that the application is highly belated and filed at the time when P.W.1 has been examined and defendants 1 to 8 had been cross examined in full and the counsel appearing for defendants 9 and 10, revision petitioners have examined them in part and at this stage the petitioner has come to be filed. The learned Judge on considering the arguments and submissions and the pleadings proceeded to dismiss the said application. The learned Judge has found that the signature had not been denied by the person who is executed the document. Challenging the same the plaintiffs are before this Court.

9.The counter has been filed by the 7th defendant/8th respondent which was adopted by defendants 2 to 7 in which they have conceded that the sale deed dated 24.12.2012 in favour of the plaintiffs was executed pending the agreement of sale dated 28.08.2010. The defendants have also gone on to state that in the written statement filed by the defendants 9 and 10 there is no allegation that the



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signature is forged.

10.Heard the learned counsel appearing for the petitioner and perused the records.

11.The application for sending the document for an expert evidence has been taken out by a subsequent purchaser that too when the signature has not been denied by the executant. That being the case, the present petition is absolutely misconceived.

12.In the counter that has been filed by the 7th defendant which was adopted by defendants 2 to 6, they have stated as follows:-

3.It is no doubt true that this defendant has executed the sale deed in respect of the portion of the suit property in favour of the petitioner on 24.12.2012 under a registered sale deed, pending sale agreement dated 28.08.2010.

They have further stated as follows:-

4.This respondent has gone through the written statement and the additional written statement filed by Mr.Ezaki Durai Advocate. But Mr.Ezakidurai has filed written



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statement and additional written statement, he has not stated that the signature of this respondent has been forged. At this juncture, it is useful to refer page 3 para 10 of the written statement.

5.In the written statement this respondent's previous counsel has not stated the agreement is a forged one. Under these circumstances, there is no necessity to send the suit agreement for an expert opinion for comparison of this respondent's signature.

6.This respondent further submit that the signature found in Ex.A1 sale agreement endorsement at page – 2 and the 3rd page are this respondent's signature. This respondent has signed on behalf of the respondents 2 to 10. Hence there is no necessity to send for Ex-A1. Sale agreement for an expert opinion.

13.In the light of this categoric statement by the person who has executed the said document, there is no necessity to send the documents for an expert opinion. Consequently, the Civil Revision Petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

17.02.2025

ep

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Internet : Yes/No

Speaking Order/Non Speaking Order

To

The Sessions Judge, Mahila court, Chengalpattu.

P.T.ASHA, J.,

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