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C.R.P. (PD) .No.165 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 23.01.2025

CORAM:

THE HONOURABLE MR.JUSTICE V.LAKSHMINARAYANAN

C.R.P.(PD).No.165 of 2025

and

C.M.P.No.1206 of 2025

T.Sakthivadivel

.. Petitioner

Vs.

Selvaganapathy

.. Respondent

Prayer: This Civil Revision Petition is filed under Article 227 of the Constitution of India, praying to set aside the judgment and decree dated 09.07.2024 made in I.A.No.1 of 2023 in O.S.No.219 of 2016 on the file of the learned Sub Court, Mannargudi.

For Petitioner : Mr.K.S.Govinda Prasad

ORDER

This civil revision petition challenges the order passed by the learned Subordinate Judge, Mannargudi, in I.A.No.1 of 2023 in O.S.No.219 of 2016 dated 09.07.2024.



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2.The civil revision petitioner is the defendant in the suit.

3.O.S.No.219 of 2016 has been presented by the respondent – plaintiff for recovery of a sum of Rs.3,27,321/-, being aggregate of the principle of Rs.3,00,000/- together with interest. The claim of the plaintiff is that the defendant had borrowed a sum of Rs.3,00,000/- from him and had issue a cheque bearing No.113581 issued for Account No.30480201 dated 25.05.2016. The cheque was presented and it was dishonoured. Being left with no other option, the plaintiff presented the suit.

4.On being served with the summons, the defendant filed a detailed written statement. He pleaded that the plaintiff had given him a loan of Rs.50,000/-. He had the ATM card of the defendant and was in the habit of withdrawing the monthly instalments of Rs.15,000/- from the savings bank account of the defendant. He pleaded, as a security for the loan of Rs.50,000/- received in March, 2012, he had issued two cheques drawn on State Bank of India. He pleaded that both the cheques were blank cheques and were not filled up other than for the signature on the cheques. He pleaded that he did

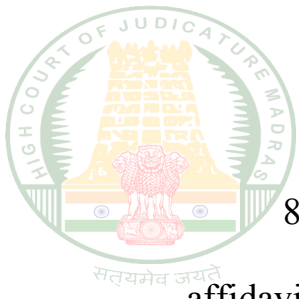


not meet the plaintiff on 25.05.2016 and hand over the cheque of Rs.3,00,000/-. According to him, the plaintiff had filled up the blank cheque for Rs.3,00,000/- and therefore, he is not liable to pay more than the amount of loan of Rs.50,000/- received by him. On the basis of these pleadings, issues were framed and parties were pushed to trial.

5.The evidence of plaintiff has been concluded and the matter was posted for the evidence of defendant.

6.At that stage, the defendant filed an application in I.A.No.1 of 2023 seeking for appointment of an Advocate Commissioner to take the cheque to the Forensic Science Laboratory to compare the date, ink, figure as well as the name written on the cheque and to submit a report.

7.This application was opposed by the plaintiff pleading that the signature in the cheque has been admitted and hence, the question of sending the document for forensic examination does not arise.



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8.The learned Subordinate Judge, Mannargudi, on consideration of the affidavit and counter, came to a conclusion that the petition is vexatious and had been filed for the purpose of dragging on the proceedings and dismissed the same. At the time of dismissal, the learned Judge imposed cost of Rs.1,500/- on the defendant.

9.Aggrieved by said order dated 09.07.2024 in I.A.No.1 of 2023, the present civil revision petition.

10.I heard Mr.K.S.Govinda Prasad in support of the revision.

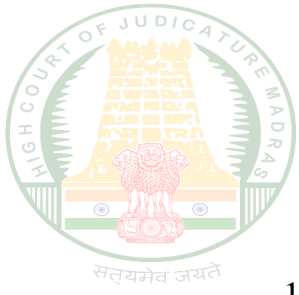
11.Mr.K.S.Govinda Prasad drew my attention to the written statement and pleads that the defendant had only received a sum of Rs.50,000/- from the plaintiff and the plaintiff had surreptitiously filled the figure of Rs.3,00,000/- on the blank cheque tendered as security. He states that the two blank cheques which had been given for security purposes have been misused by the plaintiff and therefore, it has to be referred to the forensic examination.



12.I have carefully considered the submissions of Mr.K.S.Govinda Prasad.

13.A reading of the written statement shows that the handing over of the suit cheque is not in dispute. The plea of the defendant is that he had given it for security purposes, but the same had been filled up by the plaintiff. In terms of Section 20 of the Negotiable Instruments Act, when a blank negotiable instrument is handed over to another party, *prima facie* it gives the latter the authority to complete the same. When the issuance of cheque has been admitted, the question of sending the document for comparison does not arise. In case, the defendant has pleaded that the signature found in the cheque itself is an act of forgery, perhaps it deserves some consideration. That not being the situation, I am not inclined to take a different view than the view taken by the learned Sub Judge, Mannargudi.

14.At this stage, Mr.K.S.Govinda Prasad states that the defendant has lost his job and has been reduced to distressed circumstances. Considering this plea of Mr.K.S.Govinda Prasad, the cost of Rs.1,500/- that has been imposed alone is deleted.



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15.In the result, this Civil Revision Petition is dismissed. The cost of Rs.1,500/- imposed in the order dated 09.07.2024 made in I.A.No.1 of 2023 in O.S.No.219 of 2016 alone is deleted. In all other aspects, the order dated 09.07.2024 stands confirmed. Consequently, the connected Miscellaneous Petition is closed. No costs.

23.01.2025

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Index : Yes / No
Internet : Yes / No
Neutral Citation : Yes / No

To

The Sub Court,
Mannargudi.



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V.LAKSHMINARAYANAN, J.

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