



WEB COPY

A No.5168 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14-11-2025

CORAM

THE HON'BLE DR.JUSTICE R.N.MANJULA

A No.5168 of 2025

in C.S.No.880 of 2016

1.A.Ponnazhagu

D/o.late S.Azhagupalaniyappan

2.Miss.Abirami

D/o.late S.Azhagupalaniyappan

Both residing at

Plot No.243, SRP Colony, 9th Street,

Perambur,

Chennai 600 082.

..Applicant(s)

Vs

S.Ponnazhagu (Deceased)

W/o. Late P.L.Samandhan @ P.L.Subramanian

Plot No.22, Door No.5,

Anthony Nagar, Kolathur,

Chennai 600 099.



1. S.Annamalai

S/o.P.L.Sambandhan @ P.L.Subramanian

Door No.25,/10-B

East Elliamman Koil Street

Dr.Radhakrishnan Nagar,

Thiruvotriyur, Chennai 600 019.

2. S.Veera @ Veerappan

S/o.P.L.Sambandhan @ P.L.Subramanian

Plot No.22, Anthony Nagar,

Kolathur, Chennai 600 099.

3. Meenal

W/o.Azhagupalaniappan

No.243, 9th Street, SRP Colony,

Jawahar Colony, Chennai 600 082.

..Respondent(s)

PRAYER – This application is filed under Order XIV Rule 8 of Rules of the High Court, 1994 r/w 151 of CPC and Section 39 of Bharatiya Sakshya Adhiniyam, 2023, seeking an order directing that the signatures of the 1st and 2nd respondents/2nd and 3rd plaintiffs in the settlement agreement dated 29.06.2019 be sent for forensic examination along with their signatures found in the plaint and other admitted documents.



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For Applicant(s): Mr.N.Baaskaran

For RR1 & 2: Mr.B.K.Sreenivasan

ORDER

The applicants are the defendants 2 and 3. During the pendency of recording of the evidence before the Additional Master – IV, this application has been taken out to compare the disputed signature in the alleged compromise agreement dated 29.06.2019 which allegedly got the signature of the plaintiffs 2 and 3 with the signature found in the plaint and other admitted documents.

2.The contention of the applicants is that compromise agreement has already been arrived between the parties viz., deceased S.Alagupalaniappan, father of the applicants and the 2nd & 3rd plaintiffs by signing the compromise agreement on 29.06.2019. When it was confronted to P.W.1, the 3rd plaintiff who was being examined as P.W.1, he has denied the said agreement. That has prompted the applicants to file this application seeking permission to compare the admitted signature of the plaintiffs 2 and 3 in the above compromise



agreement dated 29.06.2019 with the signatures in the plaint and other documents.

3.The learned counsel for the respondents 1 and 2/plaintiffs 2 and 3 submitted that the above application has been filed only to delay the proceedings, as the settlement agreement was not admitted by the plaintiffs. He further submitted that if the issue between the parties have been settled, the plaintiffs would not have contested the suit by getting themselves examined as witnesses before the Court.

4.Admittedly, the suit has not been withdrawn by both the parties by stating that the compromise has been arrived at between the parties. It may or may not be true that the parties might have worked out any settlement possibilities and executed a compromise agreement. When a document is called as a compromise agreement and that has been shown to P.W.1/3rd plaintiff by alleging that it is true and valid document and has his signature, that can be



marked as a document only if the witness in the box admits the same. When

P.W.1 denies the very existence of the compromise and his signature on the same, the document cannot form part of the evidence. The defendants can take the liberty of producing the document by seeking permission and mark it as defendants side document, if the defendants intend to get into the box for examination and prove the same.

5. Even for the sake of argument, without accepting that the compromise agreement is true and the plaintiffs 2 and 3 have affixed their signature, unless it is filed and received as an evidence, that will not affect the plaintiff's right to contest the suit. So, ultimately, comparing the signature in the alleged agreement with that of the admitted signature of the plaintiffs 2 and 3 is not going to serve any purpose for the suit. It is the apprehension of the respondents 1 and 2/plaintiffs 2 and 3 that defendants 2 and 3 have filed this application just to drag the proceedings and it is one such delay making tactics. As the very purpose of the application itself is not clear and it has got no scope to the entitlement of the plaintiffs to continue to conduct the suit, the plaintiffs cannot



be forced to agree an alleged compromise which might or might not have been executed. As of now, the case is being contested and only in view of that, the evidence is being recorded. In such circumstances, filing this application only appears to be a delaying tactics. Hence, I do not find any merits.

6.In the result, the applications stands dismissed.

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DR.R.N.MANJULA, J.

GSA

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