



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 13.08.2025

CORAM

THE HON'BLE MR. JUSTICE M.DHANDAPANI

C.R.P.(MD)No.2194 of 2025

and

C.M.P.(MD).No.12988 of 2025

R.Prasath

...Petitioner

Vs.

S.Dineshkumar

...Respondent

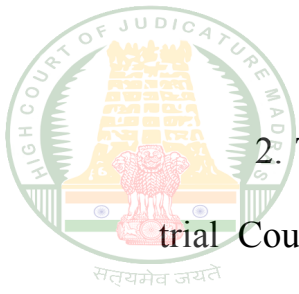
PRAYER: Civil Revision Petition is filed under Article 227 of the Constitution of India to set aside the fair and decreetal order passed by the learned Additional District Judge, Palani in I.A.No.141 of 2025 in O.S.No.203 of 2017 dated 01.07.2025 by allowing this Civil Revision Petition with costs.

For Petitioner

: Mr.S.Selvakumar

ORDER

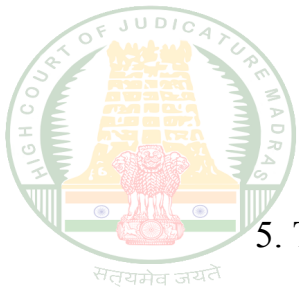
This Civil Revision Petition has been filed to set aside the fair and decreetal order passed by the learned Additional District Judge, Palani in I.A.No.141 of 2025 in O.S.No.203 of 2017, dated 01.07.2025



2. The petitioner is a defendant in O.S.No.203 of 2017 on the file of the trial Court. The said suit was filed by the respondent based on an alleged promissory note said to have been executed by the petitioner in favour of the respondent on 21.02.2016. Pending the suit, the petitioner filed an interlocutory application in I.A.No.141 of 2025 seeking to send the disputed promissory note for handwriting expert opinion, along with a “send for” petition to call for and compare Ex.P.1 (Lease Agreement) marked by one Raju as a defendant in O.S.No.65 of 2017 on the file of the District Munsif Court, Kodaikanal. The trial Court, however, dismissed the application on 01.07.2025. Aggrieved by the same, the petitioner has filed the present Civil Revision Petition.

3. The learned counsel for the petitioner submitted that the petitioner did not possess any contemporary documents prior to the alleged promissory note dated 21.02.2016. He only had a partition deed dated 20.07.2018, which is not a registered deed, but merely an arrangement among family members, and another lease deed dated 29.05.2017 executed between the petitioner and the respondent. The trial Court, however, concluded that such documents were not contemporaneous with the disputed promissory note and therefore could not be relied upon for comparison of signatures.

4. Since no adverse orders are going to be passed against the respondents, notice to the respondents is dispensed with.



5. This Court finds that the trial Court has rightly held that the documents produced by the petitioner are not contemporaneous with the disputed promissory note dated 21.02.2016. In the absence of any contemporaneous admitted document for proper comparison, the request for sending the promissory note to the handwriting expert cannot be sustained. The reasoning of the trial Court does not suffer from any illegality or perversity warranting interference by this Court under Article 227 of the Constitution of India. This Court has already dealt with this issue in C.R.P.(MD).No.1668 of 2021.

6. In view of the above discussion, this Civil Revision Petition is devoid of merits and is accordingly dismissed. There shall be no order as to costs. Consequently, the connected miscellaneous petition is closed.

13.08.2025

Internet: Yes/No

Index: Yes/No

TSG

To

1. The Additional District Court, Palani.

2. The Section Officer,
VR Section,
Madurai Bench of Madras High Court,
Madurai.



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M.DHANDAPANI, J.

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C.R.P.(MD)No.2194 of 2025

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