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**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

CRR-762-2020**Date of decision: 04.03.2025****Varinder Bhateja and another****...Petitioners****versus****Assistant Excise and Taxation Commissioner and others****...Respondents****CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR**

Present: Mr. Priyanshu Kamra, Advocate
for the petitioners.

Mr. Sandeep Kumar, DAG, Punjab.

Harpreet Singh Brar, J. (Oral)

1. The present revision petition has been preferred seeking quashing of impugned order dated 18.02.2020 passed by the learned Judicial Magistrate Ist Class, Fazilka whereby the application for permission to compare admitted signatures with the signature on the photocopy of the partnership deed by an expert, was allowed, in the case stemming from criminal complaint bearing No. NACT-2899-2016 dated 22.12.2016 instituted under Section 138 of the Negotiable Instruments Act, 1881 (hereinafter 'NI Act') read with Section 420 IPC.

2. Briefly, the facts, as alleged, are that the petitioners are partners in firm called M/s B&B Wine, as evident from the partnership deed dated 08.04.2016. A cheque bearing No.008889 dated 16.08.2016 for a sum of Rs.30,00,000/- was presented by the petitioners to the respondent, on behalf of the said firm. On presentation for encashment, the said cheque was



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dishonoured and complaint (*supra*) was instituted. In their cross-examination, the petitioners denied the abovesaid partnership deed. In order to prove the partnership deed, an application was moved by complainant seeking permission to have the admitted signatures of the petitioners compared with the signatures on the partnership deed by a handwriting expert. The same was allowed vide impugned order dated 18.02.2020.

3. Learned counsel for the petitioner *inter alia* contends that the alleged partnership deed, admittedly, is a photocopy of the original deed. As such, the same cannot be used for comparing signatures. Reliance in this regard is placed upon the judgments rendered in ***Surjit Rai vs. Prem Kumar Khera and others 1995(2) LJR 184, Ramo Bai and others vs. Vidya Rani and others 2011(38) R.C.R.(Civil) 54, Jatinder Singh vs. Stainder Singh 2018(4) Law Herald 3223, Balbir Singh(deceased) through his LRs vs. Shiv Raj Singh Dabra and another 2019(1) PLR 292, Balbir Singh vs. Bhim Singh and others 2015(35) R.C.R.(Criminal) 144 and Santokh Singh vs. Jasbir Kaur and others***. Further, the respondents have not mentioned any specific section while moving the said application, as permission under Section 311 Cr.P.C. is necessary to lead additional evidence.

4. *Per contra* learned counsel for the respondents submits that the petitioners have denied the partnership deed that establishes their liability. Moreover, the original deed lies with the petitioners themselves and the respondents only have a photocopy of the same. As such, the learned Court below has correctly allowed the application of respondent No.1 as it is necessary to establish the facts and liabilities of the petitioners.



5. Having heard learned counsel for the parties and after perusing the record with their able assistance, it transpires that the entire controversy revolves around comparing the admitted signatures with ones on the photocopy of the partnership deed (Ex.C-10), in order to establish liability of the petitioners.

6. Time and again, this Court has reiterated that signatures cannot be verified from a photocopied document as, in this day and age, it poses immediate concerns qua its genuineness. A Co-ordinate Bench of this Court in **Ramo Bai(supra)**, speaking through Justice Ajay Kumar Mittal, opined as follows:

*“7. The plaintiff-petitioners admittedly had not produced the original Will dated 7.6.1997 allegedly executed by Hardial Ram which was said to be scribed by Ram Lubhaya Kamboj, Advocate. **In the absence of original Will, it would not be legally justified to allow the plaintiff-petitioners for comparison of signatures and handwriting of Ram Lubhaya Kamboj, Advocate on the photo copy of the Will. The said comparison cannot constitute an authentic proof of execution of Will especially in these days of computerisation when signatures of a person can be lifted from one place and put at another place by superimposition. Equally, in the absence of original document available for comparison of handwriting, it would be dangerous to allow such comparison from photo copy of the document.**”*

8. This Court in **Surjit Rai's case (supra)** while examining whether handwriting expert could be allowed to depose with regard to the comparison of signatures from a photo copy of the agreement has noticed as under:-

"Original agreement has not been produced on the record. In my view, signatures cannot be compared from the photo copy of the agreement because in these days of advance technology, signatures of a person can be lifted from one document and put on another document by super imposition."

9. Following the aforesaid decision in **Karnail Singh's case (supra)**, this Court had concluded as under:-

*"Even the signatures of the appellant on the photostat copies could not have been examined as was done by the respondent by producing a handwriting expert in **Sh. Surjit Rai's case (supra)**, a learned Single Judge has held as under:-*



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"... In my view, signatures cannot be compared from the photocopy of the agreement because in these days of advance technology, signatures of a person can be lifted from one document and put on another document by super imposition." (emphasis added)

7. In view of the discussion above, this Court is of the considered opinion that there are sufficient grounds made out for interference. Accordingly, the present petition is allowed. The impugned order dated 18.02.2020 is directed to be set aside as photocopy cannot be sent for examination of the correctness of the admitted signatures by an expert.

8. Pending miscellaneous application(s), if any, shall also stand disposed of.

04.03.2025
Manisha

(HARPREET SINGH BRAR)
JUDGE

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>