

**CRR-1637-2025****1****IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.****Sr. No.117****Case No. : CRR-1637-2025****Decided On : July 08, 2025**

Manish Goyal

.... Petitioner

vs.

Pooja Sharma and another

.... Respondents

CORAM : HON'BLE MRS. JUSTICE SUKHVINDER KAUR.

* * *

Present : Mr. Lekh Raj Sharma, Advocate
with Mr. Prajjwal Jaiswal, Advocate
for the petitioner.

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SUKHVINDER KAUR, J. :

By way of present revision petition, the petitioner has approached this Court challenging the impugned order dated 28.05.2025, passed by learned Judicial Magistrate First Class, Faridabad (hereinafter referred to as – the Trial Court), thereby dismissing the application filed by the petitioner under Section 91 Cr.P.C., seeking directions to respondent no.1/complainant to produce original settlement agreement/Memorandum of Understanding (MoU), in order to get compared the signatures appearing on the said MoU with the signatures appearing on the order-sheet.

The brief facts, relevant for proper adjudication of the present revision petition, are that respondent no.1/complainant filed a complaint under Section 138 read with Section 142 of the Negotiable Instruments Act before the Trial Court. In this case, on the completion of post summoning evidence of respondent no.1/complainant, the petitioner/accused filed an



application under Section 91 Cr.P.C., alleging therein that the respondent no.1/complainant has alleged in the complaint that settled MoU was executed between respondent no.1/complainant and the petitioner/accused and by virtue of the same, petitioner/accused issued post-dated cheque. It was alleged that the respondent no.1/complainant had produced copy of MoU dated 11.07.2017, which contained false, frivolous and bogus signatures and it needed to be compared with the original signatures of the petitioner/accused. After obtaining reply to the said application and after hearing counsel for the parties, the said application was dismissed by the Trial Court vide impugned order dated 28.05.2025. Aggrieved against the said order, the revision-petitioner has knocked the doors of this Court by filing the present revision petition.

Learned counsel for the petitioner/accused contended that respondent no.1/complainant, while tendering her preliminary evidence, also tendered MoU and it was her duty to produce the original document and at no point of time, the petitioner/accused stated that he was in possession of the original MoU. The alleged MoU is the basic document of respondent no.1/complainant's case and has been relied upon by her and without seeking any leave of the Court to lead secondary evidence, just a photocopy of said MoU had been placed on record.

Learned counsel further submits that the petitioner/accused never entered into any such settlement and such document is forged and fabricated. To prove the said fact, the petitioner/accused intends to examine the Handwriting Expert and the comparison of signatures could be made only with the original signatures and not with the photocopy. He further



submitted that as such, production of original MoU is very essential for just and proper adjudication of the case. He further urged that the impugned order dated 28.05.2025, passed by learned Trial Court, is liable to be set aside.

I have heard learned counsel for the petitioner and perused the case file.

The respondent no.1/complainant has relied upon photocopy of MoU dated 11.07.2017, marked as Ex.C-8 before the Trial Court, in support of her claim and has taken the plea that the original document is in the custody of petitioner/accused. As authenticity of this document has been challenged by the petitioner/accused, so, by way of moving application under Section 91 Cr.P.C., he sought production of the original MoU from respondent no.1/complainant, for getting compared the signatures on the original document.

As per Section 91 Cr.P.C., production of a document can be directed, if the same is necessary or desirable for the purpose of any investigation/inquiry/trial or other proceeding, but in the case in hand, in the reply filed on behalf of the respondent no.1/complainant, to the application filed by the petitioner/accused under Section 91 Cr.P.C., seeking direction to respondent no.1/complainant to produce the original MoU (Ex.C-8), it has been specifically alleged in para no.11, that Ex.C-8 was in the custody of petitioner/accused and it was taken by the petitioner/accused when he handed over the cheque to respondent no.1/complainant.

It has been rightly observed by learned Trial Court that direction to produce document under Section 91 Cr.P.C. can be issued by the Court to



a person, who is in possession of such document. When there is clear and specific stand of the respondent no.1/complainant that the original MoU is not in her custody, then she cannot be forced to produce the said document.

The inference, if any, regarding this specific stand taken by the respondent no.1/complainant that the original MoU was not in her custody, can be drawn at the appropriate time by the Trial Court.

In view of the aforesaid facts and circumstances, this Court does not find any ground to interfere with the impugned order dated 28.05.2025 passed by learned Trial Court, which does not suffer from any patent infirmity or illegality. Accordingly, there is no merit in the present revision petition and it stands dismissed.

However, nothing observed herein above shall be construed to be an expression of opinion on the merits of the case. The observations recorded above are only for the purpose of deciding the present revision petition.

July 08, 2025
monika

(SUKHVINDER KAUR)
JUDGE

Whether speaking/reasoned ?	Yes/No.
Whether reportable ?	Yes/No.