CGHC010386492026 2026:CGHC:43083

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WP227 No. 1285 of 2026

SUMIT KUMAR
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Ajay Kumar Pandey S/o Late Gangaram Pandey Aged About 45 Years H No 53 Farid Nagar Kohka Tehsil And District Durg C. G.

... Petitioner(s)

versus

1 - Renuka Verma W/o Abhijeet Verma Aged About 41 Years R/o C 12 Alka Avenue Colony Uslapur District Bilaspur C. G.

2 - Neeta Verma W/o Ravikant Verma Aged About 38 Years R/o C 12 Alka Avenue Colony Uslapur District Bilaspur C. G.

3 - Khushbu Verma D/o Late Makhan Lal Verma Aged About 40 Years R/o B 1 , Rayal Green Colony Junwani Tehsil And District Durg C. G.

4 - Hukum Singh Verma S/o Late Makhan Lal Verma Aged About 36 Years R/o G108 Avinash Pride Raipur District Raipur C.G.

5 - State Of Chhattisgarh Through Collector Durg District Durg C.G.

... Respondent(s)

For Petitioner(s)	**:**	Ms. Aditi Singhvi, Advocate
For Respondent(s)	**:**	Mr. Rajkumar Sahu, P.L. for the State

(Hon'ble Shri Justice Ravindra Kumar Agrawal, J.)

Order Sheet

05/10/2026

1. Heard.

2. Present is a writ petition under Article 227 of the Constitution of India filed by the petitioner against the impugned order dated 31.08.2026

passed by learned 9th District Judge, Durg in Civil Suit No. A/5/2023, whereby the application under Section 151 of CPC read with Section 45 of the Indian Evidence Act, 1872 filed by defendants No. 1, 2 and 4 has been allowed and the subject signature was ordered to be examined by the handwriting expert.

3. Learned counsel for the petitioner would submit that the petitioner is the plaintiff before the learned trial Court, where he is prosecuting a suit for specific performance of the contract dated 05.12.2021. The plaintiff had pleaded in the plaint that an agreement was executed on 05.12.2021 by the seller, Makhan Lal Verma, in favour of the plaintiff, in which the defendant No.3, Ms. Khushbu Verma, was one of the witnesses to the agreement. A part of the amount of the sale consideration was also received by the defendant No.3 through her bank account. She would further submit that in an unfortunate incident, the seller, Makhan Lal Verma has been died on 06.12.2021 on the way when he was going to Haridwar. Thereafter, the defendants evaded the registration of the sale deed in favour of the plaintiff. Hence, the present suit has been filed. She would further submit that in the written statement filed by the defendants No.1, 2 and 4, they denied the execution of any agreement by Makhan Lal Verma and denied their signature over the agreement (Exhibit P-1). During the trial, the plaintiff has been examined and the defendants have also been examined, in which the defendant has admitted the signature of Makhan Lal Verma over the agreement (Exhibit P-1). However, after the examination of the defendants, an application has been filed by defendants No.1, 2 and 4 on 30.07.2026 under Section 151 of CPC read with Section 45 of the

Indian Evidence Act, 1872 for examination of the alleged signature of Makhan Lal Verma appeared in the said agreement (Exhibit P-1). The said application of defendants No.1, 2 and 4 was allowed by the impugned order.

4. She would further submit that at the fag end of the trial/proof, the application cannot be allowed to fulfill the lacuna in the defendants' case. In the evidence, the defendant No.3 admitted the signature of Makhan Lal Verma in the said deed (Exhibit P-1), as has been reflected from paragraph 16 of her evidence. She would further submit that only to cause delay and frustrate the ultimate outcome of the suit, the defendants No.1, 2 and 4 have filed an application after the conclusion of the defendants' evidence, which cannot be permitted. In support of her submissions, she would rely upon the judgment passed by the Hon'ble Supreme Court in the matter of Bagai Construction through its Proprietor Mr. Lalit Bagai V/s Gupta Building Material Store, reported in (2013) 14 SCC 1.

5. I have heard learned counsel for the petitioner and perused the documents annexed with the petition.

6. From perusal of the documents annexed with the writ petition, it transpires that in the suit filed by the plaintiff before the learned trial Court for specific performance of the contract dated 05.12.2021, the defendants No.1, 2 and 4 contested that the agreement deed allegedly executed on 05.12.2021 is a fabricated deed and there is no signature of their father, Makhan Lal. It is only the defendant No. 3 who admitted the signature of Makhan Lal in the said deed, as she herself was a part of the said agreement (Exhibit P-1) as an attesting witness. The

petitioner also relied upon the evidence of defendant No.3, Ms. Khushbu Verma, who appears to have a conflicting interest with that of defendants No.1, 2 and 4.

7. True it is that the defendant No.3, who has been examined as DW-2, had admitted the signature of Makhan Lal in the said deed (Exhibit P-1). However, there is a specific denial by defendants No.1, 2 and 4 that the said agreement (Exhibit P-1) is not executed by their father, Makhan Lal Verma and his signature is not there. The present application under Section 151 of CPC read with Section 45 of the Indian Evidence Act, 1872 has been filed by the defendants No.1, 2 and 4, who have specifically denied the signature of Makhan Lal over the deed (Exhibit P-1).

8. Section 45 of the Indian Evidence Act, 1872 provides as under :-

> ***45. Opinions of experts.***
>
> *When the Court has to form an opinion upon a point of foreign law, or of science or art, or as to identity of handwriting or finger impressions, the opinions upon that point of persons specially skilled in such foreign law, science or art, or in questions as to identity of handwriting or finger-impressions are relevant facts.*
>
> *Such persons are called experts.*
>
> *Illustrations*
>
> *(a) The questions is, whether the death of A was caused by poison.*
>
> *The opinions of experts as to the symptoms produced by the poison by which A is supposed to have died, are relevant.*
>
> *(b) the question is, whether A, at the time of doing a certain act, was, by reason of unsoundness of mind, incapable of knowing the nature of the act, or that he was doing what was either wrong or contrary to law.*
>
> *The opinions of experts upon the question whether the symptoms exhibited by A commonly show unsoundness*

> *of mind, and whether such unsoundness of mind usually renders persons incapable of knowing the nature of the acts which they do, or of knowing that what they do is either wrong or contrary to law, are relevant.*
>
> *(c) The question is, whether a certain document was written by A. Another document is produced which is proved or admitted to have been written by A.*
>
> *The opinions of experts on the question whether the two documents were written by the same person or by different persons, are relevant.*

9. Defendants No. 1, 2 and 4 have specifically denied the execution of the agreement (Exhibit P-1), stating that it is a forged and fabricated document executed in connivance with defendant No.3, who herself claims to be a witness to the said deed. It is also stated that part of the consideration amount has been deposited into the bank account of defendant No. 3. In view of the aforesaid circumstances available on record, the alleged signature of late Makhan Lal Verma appearing on the said deed (Exhibit P-1) is required to be examined by a handwriting expert. Since a disputed question of fact arises in the suit with respect to the authenticity of the signature of late Makhan Lal Verma over the deed (Exhibit P-1), the learned trial Court, while invoking the provision under Section 45 of the Indian Evidence Act, allowed the application filed by the defendants.

10. After having gone through the pleadings of the parties and the evidence led by DW-2, Ms. Khushbu Verma and also the provisions of Section 45 of the Indian Evidence Act, 1872, I do not find any jurisdictional error or perversity in the impugned order passed by the learned trial Court allowing the application filed by defendants No. 1, 2 and 4. The judgment in the case of Bagai Construction (supra) relied upon by the learned counsel for the petitioner is distinguishable on the

facts and circumstances of the present case, therefore, no benefit can be extended to the petitioner by the said judgment.

11. Accordingly, the writ petition fails and is hereby **dismissed**.

Sd/-
(Ravindra Kumar Agrawal)
JUDGE

Sumit