



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

WRIT PETITION NO. 7543 OF 2025

Siddharth S/o. Ramesh Oimbe,
Age : 42 Years, Occu. : Business,
R/o. Ambika Nagar, Washim Bypass,
Old City, Akola, Dist. Akola.
Also at Shop No.2, Luxury Bus Stand,
Neemwadi, Akola, Dist. Akola.

.... Petitioner

VERSUS

1. Sandhya W/o. Sunil Ghanbahadur,
Age : 63 Years, Occu. : Household,
R/o. Opposite Skylark Hotel,
Shrawagi Plot, Akola, Dist. Akola.
2. Manish S/o. Sunil Ghanbahadur,
Age : 44 Years, Occu. : Service,
R/o. Opposite Skylark Hotel,
Shrawagi Plot, Akola, Dist. Akola.
3. Sumit S/o. Sunil Ghanbahadur,
Age : 37 Years, Occu. : Service,
R/o. Opposite Skylark Hotel,
Shrawagi Plot, Akola, Dist. Akola.

.... Respondents

....
Advocate for Petitioner : Mr. A.M. Tirukh
Advocate for Respondents : Mr. S.A. Mohta
....

CORAM : PRAFULLA S. KHUBALKAR, J.

Dated : 25th FEBRUARY 2026

JUDGMENT :

1. Heard.
2. **Rule.** Rule is made returnable forthwith and by consent of learned Advocates appearing for the parties, the petition is taken up for final disposal.
3. By this petition, the petitioner has challenged the order dated 19.11.2025, passed in R.C.S. No.558 of 2023 at Exhibit 39 and order dated 18.11.2025, passed in R.C.S. No.307 of 2023 at Exhibit 46, by 3rd Joint Civil Judge Junior Division, Akola, rejecting the applications for sending the rent agreement dated 08.02.2019, for obtaining handwriting expert's opinion.
4. The petitioner is the original defendant in R.C.S. No.558 of 2023 and original plaintiff in R.C.S. No.307 of 2023. The petitioner has filed a suit bearing R.C.S. No.307 of 2023 for declaration and permanent injunction with respect to a shop, which is in his possession. The respondents have also filed a suit bearing R.C.S. No.558 of 2023, for eviction, possession and arrears of rent, in which the petitioner is the original defendant. During the course of evidence of the parties in R.C.S. No.558 of 2023, after the evidence of the respondents/plaintiffs' first witness (defendant No.1 in R.C.S. No.307 of 2023) was recorded and when the witness denied certain signature

on the rent agreement, the petitioner filed applications at Exhibit 39 and 46, for sending the document of rent agreement to handwriting expert's opinion.

5. For the sake of convenience and as the applications at Exhibit 39 and 46 are one and same, the application at Exhibit 46 is taken for consideration.

6. The application at Exhibit 46 was filed by the petitioner-plaintiff for sending the rent agreement dated 08.02.2019, to handwriting expert for examining the signature of defendant No.1. The application was opposed by the defendant and by order dated 18.11.2025, it came to be rejected. Feeling aggrieved by this order, the plaintiff has filed the instant petition.

7. Mr. A.M. Tirukh, learned Advocate for the petitioner submitted that in view of the evidence which has come on record in which defendant No.1 denied her signature on the rent agreement dated 08.02.2019, although she admitted her signature on the document of Aadhar Card, which was accompanied with the rent agreement, it becomes necessary to obtain handwriting expert's opinion about signature of defendant No.1. He submitted that the rejection of the application by the trial Court only for the reason that the document is not admitted and terming the application as

premature is contrary to the legal position. In support of his submissions, learned Advocate for the petitioner has relied upon judgment of the Hon'ble Surpeme Court in the case of ***Dharmrao Sharanappa Shabadi and Others Vs. Syeda Arifa Parveen, [2025 SCC Online SC 2155]***, and submitted that a document can be sent for handwriting expert's opinion even when the document is admitted or otherwise.

8. Opposing the petition, Mr. S.A. Mohta, learned Advocate for the respondents submitted that the plaintiff has failed to make out a case for referring the matter to handwriting expert's opinion. By inviting attention of this Court to the signature on the rent agreement dated 08.02.2019 and the signature on the document of Aadhar card, he submitted that a comparison of these signatures clarifies the entire position and therefore, referring the matter to handwriting expert is unwarranted.

9. While considering the controversy involved, it has to be noted that the document of rent agreement dated 08.02.2019, is vital for decision of the controversy involved in the suits. During the evidence of defendant No.1, in response to specific questions, defendant No.1 has specifically admitted that copies of Aadhar card are attached with the rent agreement and she has admitted her

signature on the Aadhar Card. Defendant No.1, in her evidence, has categorically stated that although Aadhar card was attached with the rent agreement, but the rent agreement was not executed by her. In view of this, it becomes important to grant an opportunity to the petitioner to get a handwriting expert's opinion with respect to the signature of defendant No.1 on the rent agreement.

10. In this situation, it is relevant to consider the position of law as laid down by the Hon'ble Supreme Court in the case of **Dharmrao Shabadi (Supra)**, in which it is held that the primary function of Section 73 is to allow the court to compare a disputed signature or handwriting with a standard document which is either admitted by the parties or has been proven to the satisfaction of the court to be genuine.

11. Applying the legal position in the instant case, in my opinion, in the wake of evidence of defendant No.1, which has come on record, in which she has admitted her signature on the document of Aadhar Card, which is accompanied with the document of rent agreement, the petitioner has established a case for sending the document of rent agreement to handwriting expert's opinion with respect to the signature of defendant No.1. The opinion of handwriting expert about the signature of defendant No.1 becomes,

therefore, necessary for complete adjudication of the controversy involved in the suits. The applications filed by the petitioner in the wake of evidence of defendant No.1 cannot be considered to be premature or unnecessary.

12. Having regard to the above mentioned factual and legal aspects, the impugned orders deserve to be quashed and set-aside and hence, following order is passed.

ORDER

- I) The writ petition is allowed.
- II) The order dated 18.11.2025, passed in R.C.S. No.307 of 2023 at Exhibit 46 and order dated 19.11.2025, passed in R.C.S. No.558 of 2023 at Exhibit 39, by 3rd Joint Civil Judge Junior Division, Akola, are quashed and set-aside.
- III) The applications filed by the petitioner at Exhibit 46 in R.C.S. No.307 of 2023 and Exhibit 39 in R.C.S. No.558 of 2023, for sending the document of rent agreement dated 08.02.2019, to handwriting expert's opinion, are allowed.
- IV) No order as to costs.
- V) Rule is made absolute in the above terms.

[PRAFULLA S. KHUBALKAR]
JUDGE