

2026:PHHC:009733



CR No.5301 of 2018 (O&M)

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

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CR No.5301 of 2018 (O&M)
Date of Decision: 22.01.2026

KULDEEP SINGH
Vs
SUNIL KUMAR

.....Petitioner

....Respondent

CORAM: *HON'BLE MR. JUSTICE HARKESH MANUJA*

Present: Mr. Sumit Sangwan, Advocate
for the petitioner.

Mr. Angad Parmar, Advocate for
Mr. Vivek K. Thakur, Advocate
for the respondent.

HARKESH MANUJA, J. (Oral)

CM No.3411-CII of 2024

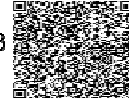
For the reasons mentioned in the application, the same is allowed.

Accompanying documents are taken on record, subject to all just exceptions.

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[1]. By way of present petition filed under Article 227 of the Constitution of India, challenge has been laid to the order dated 04.04.2018 passed by the learned Additional Civil Judge (Senior Division), Charkhi Dadri, whereby an application filed at the instance of petitioner/plaintiff seeking permission to examine Handwriting Expert by way of additional evidence stands declined.

[2]. Briefly stating, based on an agreement to sell dated 12.10.2011 with respect to the property situated at Charkhi Dadri, the petitioner/plaintiff being the vendee filed a suit for possession by way of specific performance against the respondent/defendant-vendor on 20.03.2014. Upon appearance, the respondent/defendant filed his written statement by denying the signatures on the alleged

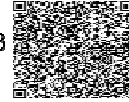


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agreement to sell and claimed himself to be an illiterate person. The relevant para No.1 from the written statement filed before the learned Trial Court is reproduce hereunder:-

“1. That the contents of para No.1 of the plaint are wrong and baseless as mentioned, hence denied. It is wrong that after hearing and understanding the agreement to sell defendant put his signature on it. Rather defendant is an illiterate person and not literate.”

[3]. Issues were framed by learned Trial Court on 01.10.2014 and thereafter the plaintiff led the evidence. In rebuttal, the defendant appeared as DW-1 and again denied his signatures on the agreement to sell claiming himself to be an illiterate person. However later somewhere in the year 2016, the petitioner/plaintiff was able to lay his hands on a mortgage deed registered with the office of Sub-Registrar, Charkhi Dadri bearing Vasika No.6752 dated 14.03.2011 executed by the respondent/defendant in favour of the Oriental Bank of Commerce. Soon thereafter, the petitioner/plaintiff moved an application before the learned Trial Court for recalling of DW-1. The said prayer was allowed by the learned Trial Court and DW-1 again appeared in the witness box and the registered mortgage deed dated 14.03.2011 was put to him, however respondent/defendant again denied his signatures on the said registered document on 29.07.2017. Immediately thereafter, the petitioner-plaintiff moved another application before the learned Trial Court seeking permission to lead additional evidence in the form of Handwriting Expert so as to verify the signatures of respondent-defendant on the registered mortgage deed dated 14.03.2011. The said application was opposed at the instance of the respondent-defendant and was dismissed by the learned Trial



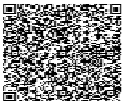
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Court vide the impugned order dated 04.04.2018. Aggrieved thereof, the present civil revision has been filed.

[4]. I have heard learned counsel for the parties and gone through the paper book. I find substance in the submissions made on behalf of the petitioner.

[5]. In the given facts and circumstances of the case, wherein the respondent-defendant had been throughout claiming himself to be an illiterate person, his alleged signature on the registered mortgage deed dated 14.03.2011 (Vasika No.6752) are required to be verified and tallied with his signatures on the agreement to sell dated 12.10.2011 so as to do complete justice between the parties, especially when the plea set up by the respondent-defendant in his written statement about being an illiterate person has *prima facie* become doubtful in the wake of registered mortgage deed dated 14.03.2011. Taking into account the above facts, the present case cannot be decided merely on the basis of technicalities particularly when the petitioner-plaintiff, preferred an application seeking permission to lead additional evidence so as to examine Handwriting Expert. In the humble opinion of this Court, examination of Handwriting Expert so as to compare the signatures of respondent-defendant on the two documents i.e. the agreement to sell dated 12.10.2011 and the registered mortgage deed dated 14.03.2011, would infact help the Court to arrive at a just and fair conclusion.

[6]. No merit can be found in the submissions made on behalf of the respondent-defendant that in the wake of previous application seeking permission to recall and re-examine defendant No.1 as DW-1 having been allowed by the learned Trial Court on 21.03.2017, the subsequent application which was filed on 29.07.2017 for seeking permission to examine Handwriting Expert by way of additional evidence was not maintainable. In the facts and circumstances of the



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instant case, once the cause to file present application dated 29.07.2017 seeking permission for examining Handwriting Expert so as to compare the signatures of respondent-defendant upon the aforementioned two documents arose only after he denied his signatures upon the registered mortgage deed, whereby again reiterating the factum of he being an illiterate person apparently become doubtful in the wake of registered mortgage deed dated 14.03.2011.

[7]. In such circumstances, in order to do substantial justice between the parties with an idea to unearth the truth, the present revision petition is allowed and impugned order dated 04.04.2018 passed by the learned Civil Judge (Senior Division), Charkhi Dadri is hereby set aside. Resultantly, the application filed at the instance of the petitioner/plaintiff seeking permission to lead additional evidence in the form of examining Handwriting Expert and Joint Sub-Registrar, Charkhi Dadri is allowed. The same shall, however, be subject to payment of cost(s) of Rs.10,000/- to be paid by the petitioner/plaintiff to respondent-defendant on the date fixed before the learned Trial Court.

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

January 22, 2026
Atik

(HARKESH MANUJA)
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No