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

CR-7620-2018 (O&M)

Date of Decision : 29.01.2026

BALBIR SINGH (DECEASED) THR LR

.... Petitioner

VERSUS

M/S VIKRAM ELECTRIC EQUIPMENT AND ORS

.... Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Atul Goyal, Advocate for the petitioner.

Mr. Chetan Mittal, Senior Advocate with
Mr. Tushar Sharma, Advocate for respondent No.1.

ALKA SARIN, J. (ORAL)

1. The present revision petition has been filed under Article 227 of the Constitution of India challenging the order dated 06.10.2018 whereby the application filed by the plaintiff-respondent No.1 for examining of a handwriting and fingerprint expert in rebuttal evidence was allowed.

2. Briefly the facts relevant to the present *lis* are that the plaintiff-respondent No.1 filed a suit for recovery on the basis of an agreement to sell dated 29.07.2006. The agreement to sell did not form part of the documents appended with the plaint. A written statement was filed, a copy of the agreement to sell was attached by the defendant-petitioner herein, wherein it was stated that name of the purchaser was not filled in. Issues were framed. Thereafter an application was filed by the plaintiff-respondent No.1 for production of the original agreement to sell dated 29.07.2006 or in the

alternative for granting permission to the plaintiff-respondent No.1 to lead secondary evidence. The said application was dismissed vide order dated 26.05.2016 and the plaintiff-respondent No.1 was not granted opportunity to lead secondary evidence. Thereafter the defendant-petitioner got a handwriting expert for opining on the document Mark D1 which incidentally was the same document qua which the secondary evidence was sought to be led by the plaintiff-respondent No.1. Since the application for secondary evidence filed by the plaintiff-respondent No.1 was dismissed, therefore, the plaintiff-respondent No.1 had no opportunity to examine a handwriting expert qua Mark D1. The Trial Court vide detailed order dated 06.10.2018 allowed the application permitting the plaintiff-respondent No.1 to examine handwriting and fingerprint expert to rebut the report of the handwriting and fingerprint expert examined by the defendant-petitioner.

3. Learned counsel for the defendant-petitioner would contend that the application could not have been allowed as the plaintiff-respondent No.1 was to prove the agreement to sell in the affirmative and having failed to do so, the plaintiff-respondent No.1 cannot be permitted to lead the evidence in the rebuttal.

4. *Per contra*, learned senior counsel appearing on behalf of the plaintiff-respondent No.1 would contend that in the present case the agreement to sell did not form part of the plaint. An application was filed by the plaintiff-respondent No.1 for direction to the defendant-petitioner herein for production of the original agreement to sell dated 29.07.2006 or in the alternative for granting permission to the plaintiff-respondent No.1 to lead

secondary evidence. The said application was dismissed vide order dated 26.05.2016 and the plaintiff-respondent No.1 was never afforded an opportunity to lead secondary evidence to prove the said document. Though the plaintiff-respondent No.1 was not permitted to lead secondary evidence qua agreement to sell dated 29.07.2006, however, the very same copy of the agreement to sell was placed on the record by the defendant-petitioner which is marked as Mark D1. It is further the contention of the learned senior counsel that the defendant-petitioner got a handwriting expert for opining on the document Mark D1 hence the necessity for filing the application for examining a handwriting expert in rebuttal.

5. Heard.

6. In the present case the plaintiff-respondent No.1 filed a suit for recovery based on the agreement to sell dated 29.07.2006. No agreement to sell was appended with the said plaint. However, the agreement was appended by the defendant-petitioner herein along with the written statement in which it was stated that the name of the purchaser was left blank. In the written statement it was the stand taken that defendant No.2 in the suit came with a property dealer and got his signatures on a printed agreement and the name of defendant No.1 was filled in but the name of the purchaser was left blank. The plaintiff-respondent No.1 filed an application that a direction be issued to the defendant-petitioner to produce the original agreement to sell dated 29.07.2006 or in the alternative it be allowed to lead secondary evidence to prove the agreement to sell dated 29.07.2006. The said application was dismissed vide order dated 26.05.2016 denying the plaintiff-respondent No.1

the opportunity to lead secondary evidence on the ground that the copy that the plaintiff-respondent No.1 was wanting to prove was different. The stand taken by the defendant-petitioner herein was that no such document was available with him. However, strangely though having vehemently contested the application for production of the agreement to sell dated 29.07.2006 and in the alternative for permission to lead secondary evidence, the defendant-petitioner herein himself placed on record the document Mark D1 though from a perusal of the impugned order it appears that even the Court is not clear as to how this document came on the record. The Trial Court has noticed that in Ex.D1, which is the copy of the agreement to sell dated 29.07.2006, the space for the name of the vendee was vacant whereas in another copy (Mark D1) the name of the plaintiff-respondent No.1 is mentioned as vendee. This is the very document (Mark D1) qua which the defendant-petitioner himself has examined a handwriting expert and sought a report. Since this document was produced by the defendant-petitioner herein and is marked as Mark D1 coupled with the fact that the application filed by the plaintiff-respondent No.1 for leading secondary evidence to prove this very document was rejected, opportunity given by the Trial Court to the plaintiff-respondent No.1 to examine the handwriting expert in the rebuttal cannot be faulted with.

7. In view of the above, I do not find any merit in the present revision petition and the same is accordingly dismissed. Pending applications, if any, also stand disposed off.

29.01.2026

Aman Jain

NOTE:

(ALKA SARIN)

JUDGE

Whether speaking/non-speaking: Speaking

Whether reportable: Yes/No