



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

209

CR-3032-2021 (O&M)

Date of decision: 18.05.2026

Paramjit and another

...Petitioner(s)

Vs.

Jai Parkash and another

...Respondent(s)

CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA

Present:- Mr. Aayush Gupta, Advocate and
Mr. Abhishek Chaudhary, Advocate
for the petitioners.

Mr. Madan Pal, Advocate
for respondent No.1.

NIDHI GUPTA, J.

Present Civil Revision Petition under Article 227 of the Constitution of India has been filed by the plaintiffs No.1 and 3 seeking setting aside of the order dated 10.11.2021 passed by learned Civil Judge (Senior Division), Kurukshetra; whereby application dated 18.08.2021 (Annexure P-4) filed by the plaintiffs seeking permission of the Court to examine Handwriting and Fingerprint Expert in rebuttal evidence, has been dismissed.

2. Brief facts of the case in chronological order are as follows: -

28,10.2015: Plaintiffs had filed a Civil Suit dated 28.10.2015 (Annexure P-1) for specific performance of Agreement to Sell dated 02.05.2015 with possession of suit property as owner with permanent injunction.



05.07.2016: Defendant/respondent No.1 had filed written statement dated 05.07.2016 (Annexure P-2).

24.03.2021: Respondent No.1 had appeared as DW1. In his Affidavit dated nil and cross-examination dated 24.03.2021 (Annexure P-3), respondent No.1 had denied his signatures on the Agreement dated 02.05.2015 Ex.P1.

18.08.2021: Plaintiffs had accordingly filed instant application dated 18.08.2021 (Annexure P-4) to examine Handwriting and Fingerprint Expert in rebuttal evidence.

Nil: Respondent No.1 had filed reply dated nil to the said application of the petitioners.

10.11.2021: Vide impugned order dated 10.11.2021, application of the petitioners has been dismissed on the ground that issues had been framed vide order dated 08.08.2016; evidence of the petitioners was closed on 02.08.2019; and even the defendant's evidence stood closed vide order dated 29.07.2021. Therefore, application has been moved by the plaintiffs at belated stage after parties have closed their respective evidence and case is at the stage of rebuttal evidence and arguments. Learned Trial Court has further held that no plausible explanation has been given as to why plaintiffs had not examined Handwriting and Fingerprint Expert at the stage of evidence of the plaintiffs.

3. Hence, present Revision Petition.

4. It is *inter alia* submitted by learned counsel for the petitioners that the respondent in his written statement had merely denied the Agreement to Sell as being "*False, frivolous and forged document*".



However, in his cross-examination, respondent No.1 had categorically denied his signatures on the Agreement to Sell dated 02.05.2015 Ex.P1. It is submitted that it was in this situation that the need arose for the petitioners to lead evidence in rebuttal in view of the specific denial by the respondent in his cross-examination.

5. Moreover, petitioners had duly reserved their rights to lead evidence in rebuttal. Thus, petitioners cannot be denied opportunity to lead evidence in rebuttal.

6. It is accordingly prayed that the present Revision Petition be allowed; and the impugned order be set aside.

7. Learned counsel for respondent No.1/defendant opposes submissions of the petitioners and submits that respondent in his written statement (Annexure P-2) has categorically denied Agreement to Sell dated 02.05.2015 and has further alleged that the said Agreement is *"Absolutely false, frivolous and forged one."* It is submitted that therefore, in view of the unequivocal denial of the Agreement by the respondent, petitioners should have led evidence in affirmative to prove their case. Moreover, application of the petitioners had been filed at a belated stage when matter is fixed for rebuttal evidence and arguments. Thus, the impugned order suffers from no error.

8. In support, learned counsel for respondent No.1/defendant relies upon a judgment passed by this Court in **Sham Singh v. Om Singh, (Punjab And Haryana): Law Finder Doc Id # 2291341**; wherein it is held

that *"Civil Procedure Code, 1908 Section 151 Additional evidence at*



rebuttal stage Comparison of handwriting sought by plaintiff at rebuttal stage Plaintiff had knowledge of the document and its denial by the defendants during the stage of evidence in affirmative Held, additional evidence cannot be allowed at the rebuttal stage to fill lacuna or to contradict the defendant's evidence when it was well within the plaintiff's knowledge during the earlier stage of proceedings.”.

9. Learned counsel for respondent No.1/defendant further relies upon another judgment passed by this Court in **Rajesh Kumar v. Babita, (Punjab And Haryana): Law Finder Doc Id # 2161638**; wherein it is held that *“Civil Procedure Code, 1908, Order 18, Rule 3 Challenging allowing of application for summoning Deed Writer in rebuttal evidence Evidence in rebuttal - Suit for declaration and permanent injunction Plea that registered release deed was got executed and registered fraudulently by defendants Onus to prove that release deed was fraudulent was on plaintiff Plaintiff cannot lead any evidence in rebuttal on issues, onus to prove which, was upon him Especially when plaintiff intentionally had given up said witness while leading evidence in affirmative and evidence was closed - Order allowing application of plaintiff, set aside.”.*

10. He accordingly prays that the present Revision Petition be dismissed.

11. No other argument is raised on behalf of the parties. I have heard Id. counsel and perused the case file in great detail. I find merit in the submissions advanced on behalf of the petitioners.



12. The respondent in his written statement (Annexure P-2) has denied the Agreement as follows: -

"1. That para no. 1 of the plaint is absolutely wrong and denied. The answering defendant never agreed to sell the land in question, nor executed any alleged agreement dated 02.05.2015 for selling and measuring 19 Kanal 17 Marla as detailed in this para, in consideration of 80.00 Lac or any other amount as alleged. The said agreement if any is absolutely false, frivolous and forged one. The answering defendant never received any amount of 5.00 Lac as earnest money from the plaintiff on 02.05.2015 or at any other time....."

13. Thus, respondent has outrightly denied the Agreement dated 2.5.2015. Yet, learned Trial Court framed no issue in this regard; and vide order dated 08.08.2016 had framed only the following issues: -

"1. Whether the plaintiffs are entitled to decree for specific performance of agreement to sell dated 02.05.2015 directing the defendant to execute and register the sale deed of the suit property as prayed for? OPP.

2. If issue No. 1 is proved then as to whether the plaintiffs are entitled to decree for possession as owners of the suit property? OPP

3. As a consequential relief, the plaintiffs are entitled to defendant for permanent injunction restraining the defendant from alienating, selling, transferring and mortgaging the suit property in any manner whatsoever in favour of any stranger except the plaintiffs?OPP

4. Whether the suit of the plaintiffs is not maintainable? OPD



5. Whether the plaintiffs have no locus standi and cause of action to file and maintain the present suit? OPD

6. Relief.”

14. Despite specific pleading of the respondent in the written statement that the Agreement to Sell dated 02.05.2015 was a false and forged document, no issue to this effect was framed by Id. Trial Court.

In his cross-examination, respondent further stated as follows:

“..... I have the Power of Attorney dated 16.08.2018, which bears my signature at point A. I have also seen the power of attorney of 2015, the same also bears my signature. I have also the seen written statement dated 05.07.2016 which also bears my signature. Ex.P1 does not bear my signature, it is wrong that Ex.P1 bears my signature as vendor, and intentionally I am denying the same.”

15. Thus, it is only in his cross-examination that the respondent has specifically denied his signature upon the Agreement dated 2.5.2015. Heretofore, the respondent had only denied the Agreement; whereas in his cross-examination, the respondent has also denied his signatures thereupon. Thus, it can be said that prior to this, there was no requirement for the petitioner to examine a handwriting expert.

16. Furthermore, the petitioner cannot be denied the opportunity to lead evidence in rebuttal, especially in view of the fact that admittedly, learned counsel for the petitioners vide statement dated 02.08.2019 had closed evidence of the petitioners/plaintiffs in affirmative while reserving right in rebuttal. In this situation, reasoning of learned Trial Court to the



effect that application has been moved at belated stage when parties have closed their respective evidence, is untenable as admittedly, case was at the stage of rebuttal evidence and arguments when the petitioners had moved instant application.

17. The judgments relied upon by learned counsel for the respondent are distinguishable on facts and law as in the said cases, parties had not reserved their right to lead evidence in rebuttal.

18. In view of the discussion hereinabove, this Revision Petition is **allowed**; and impugned order dated 10.11.2021 passed by learned Civil Judge (Senior Division), Kurukshetra is set aside.

19. Pending application(s) if any also stand(s) disposed of.

18.05.2026

Divyanshi

(NIDHI GUPTA)
JUDGE

Whether speaking/reasoned:
Whether reportable:

Yes/No
Yes/No