

**IN THE COURT OF THE ADDL. CIVIL JUDGE & JMFC.,
HIREKERUR**

PRESENT: Smt. Savita Ningappa Mukkal.

B.Sc., LL.M.,

Addl. Civil Judge & JMFC.,
Hirekerur.

DATED THIS THE 11th DAY OF SEPTEMBER- 2025

O.S. No.195/2016

Plaintiff : A.V.Chandramouleshwar

(By Sri.S.R.Angadi - Adv.)

V/s.

Defendants: Rajendra S/o Olekar Maradi
and another

(By Sri. S.H.Goudar- Adv.)

PARTIES TO I.A. No.VI

**Applicant/
Plaintiff :** A.V.Chandramouleshwar

V/s.

**Opponents/
Defendants :** Rajendra S/o Olekar Maradi
and another

ORDER ON I.A.NO.VI FILED UNDER ORDER XXVI

RULE 10-A R/W SEC.151 CPC

The plaintiff has filed this instant application under Order XXVI Rule 10-A R/w Sec.151 of CPC seeking to send

the signatures of defendant No.1 on Vakalathnama, written statement, and affidavit to Forensic Laboratory for the opinion of hand writing expert.

2. In the affidavit accompanied by the application it is stated that, the plaintiff has filed this suit for the relief of specific performance of contract, that on 28.02.2015 defendant No.1 with an intention to sell the suit property to plaintiff for sale consideration of Rs.3,00,000/- entered into an agreement. In furtherance of the same, defendant No.1 has received Rs.1,50,000/- by executing agreement of sale in favour of the plaintiff and the defendant No.1 further agreed to execute sale deed in favour of the plaintiff after receiving the remaining sale consideration of Rs.1,50,000/-. But defendant No.1 has failed to perform his part of contract. Hence, this suit if filed, now he has denied his signature on the agreement and execution of agreement of sale. The plaintiff further averred that, it is necessary to send the signatures of defendant No.1 on Vakalathnama, written statement, affidavit and on agreement of sale to the hand writing expert for opinion and the plaintiff is ready to bear the cost for the same. If the application is not allowed, the plaintiff will be put to irreparable loss. Therefore, on these grounds, the plaintiff prayed to allow this application.

3. The defendants have filed their objections to the application contending that, the plaintiff has not examined any witness to prove that he has made part payment to

defendant No.1 in the presence of witnesses, the agreement of sale is false and created one and there is no relationship between the plaintiff and defendants, E-stamp is not in the name of plaintiff and it is not related to him, hence there is no sale transaction taken place between the plaintiff and defendants. Agreement of sale is not registered before Sub-registrar, in the cross examination the plaintiff has falsely deposed that his name is mentioned in the E-stamp. Defendants further contended that, plaintiff is working as KSRTC driver and he has not mentioned the amount in IT return document and he has not shown the income source of the said amount which he has given to the defendant No.1. In the cross-examination of plaintiff at para No.9 of page No.4 he has admitted that the agreement of sale was executed in the name of his father and defendant, hence there is no necessary to send the signatures of defendant No.1 to the hand writing expert, the plaintiff has filed this application with ill intention. Hence, the defendants prayed to dismiss the application.

4. Heard both the counsel for the plaintiff and defendants and perused records of the case.

5. The points that arise for the consideration are:

1. Whether the plaintiff has made out grounds for appointment of handwriting expert for comparison of signatures of the defendant No.1?
2. What order?

6. My findings to the above points are as under:

POINT NO.1 : Negative.

POINT NO.2 : As per final order, For the following:

REASONS

7. **POINT NO.1:-** This suit is for the relief of specific performance of contract, and when the matter is posted for arguments, this application is filed seeking appointment of hand writing expert to compare the signatures of the defendant No.1 as he has denied signatures on the agreement of sale. The plaintiff has strongly contended that, the defendant has entered into an agreement of sale agreeing to sell the suit property to him. During the course of arguments, the counsel for the plaintiff submitted that since the agreement in question is executed in favour of the plaintiff and the defendants have denied the same, the plaintiff also admitted that, the agreement of sale is executed in the name of his father. The defendants have agreed that, they have executed the agreement of sale but not in favour of the plaintiff.

8. It is pertinent to note here that, it is not always necessary to appoint a hand writing expert for comparing signatures on an unregistered document, a courts can use other methods to prove the signature's authenticity, such as handing the writer testify, calling a witness familiar with hand

writing or by comparing the disputed signature with an admitted signature under Sec. 73 of the Indian Evidence Act. However, if the court cannot confidently form an opinion based on other evidence, it may appoint an expert to assist if the original document is available for analysis. Further, there are alternatives to a handwriting expert. The person who wrote the document can be called as a witness to prove their signature. A witness who knows the handwriting of the writer well can testify to its authentication.

9. Further, Looking to the written statement and objections to the application filed by the defendant, it is clear that, the defendant has totally denied the agreement of sale and his signature on Ex.P-18. The court itself can compare the disputed signature with an admitted signature of the person. If the said methods are not sufficient to prove the signature, then expert can be appointed for comparison. If the court is unable to form a conclusive opinion based on other evidence. It can refer the matter to an expert. That part, the opinion of handwriting expert is not conclusive evidence and is not the sole basis for the decision of the court.

10. Since the plaintiff claims that the signature on Ex.P-18 belongs to the defendant put by him, the plaintiff cannot be prevented from getting the same compared with the admitted signature of the defendant by way of oral evidence as appearing on her Vakalathnama and written statement. It is not always necessary to compare by handwriting expert, when

the other methods are available to the party. Therefore I am of the opinion that the plaintiff has failed to make out grounds to have the Court Commissioner appointed for comparing the disputed signature of the defendant No.1 on Ex.P-18 with his admitted signatures appearing on her Vakalathnama and written statement. Hence for all these reasons, I answer Point No.1 in the **AFFIRMATIVE**.

11. **POINT NO.2:-** For foregoing discussion, I proceed to pass the following:

ORDER

Application filed by the plaintiff
under Order XXVI Rule 10-A R/w Section
151 of CPC is hereby rejected.

No order as to cost.

(Directly typed on computer by me, corrected and then
pronounced in the open court on this 11th of September, 2025)

Smt. Savita Ningappa Mukkal.
1st Addl. Civil Judge & JMFC.,
Hirekerur.