

IN THE COURT OF THE SUB JUDGE, NEDUMANGAD**Present : Smt. Rajasree. C.R, Civil Judge (Senior Division)****On Wednesday 8th April 2026/ 18th Chaithram 1948****I.A 3/2026 in O.S 2/2026**

- Petitioners / Defendants**
- 1 Anujith, aged 46 years, S/o. Devadasan, Sanal Nivas, Paluvally, Anakudi Muri, Kanchinada. P.O., Kallara Village.
 2. Soumya Devarajan, W/o. Anujith, Sanal Nivas, Paluvally, Anakudi Muri, Kanchinada. P.O., Kallara Village.

(By Adv. Sri.P. Sreekumar and Adv. Anuja Nair. M.L)

**Counter Petitioner/
Plaintiff**

Byju. D.S, S/o. Damodaran, Thadatharikathu
Veedu, Azhakam, Puthukulangara,
Uzhamalakkal Village.

(By Adv. Sri. S.Y. Mohankumar Kiran and Adv. Reshma Joy. S)

This petition having been finally heard on 08/04/2026 and the court on the same day passed the following:-

ORDER

This application is filed by the defendants to send their disputed signature in the agreement for sale dated 23.11.2023 for expert analysis.

2. Petition averments, in brief, are stated as follows. The petitioners are the defendants in the suit. The suit is filed by the plaintiff for specific performance of contract and in the alternative for refund of the advance money. The petitioners have disputed the signature in the agreement dated 23-11-2023 stating that the signatures are not put by them . So, this application is filed to send the disputed signatures in the agreement for expert analysis.

3. The respondent/plaintiff filed written objection contending as follows:-
The petition is not maintainable either in law or on facts. The agreement for sale was signed by the petitioners in the presence of the respondent and witnesses. The signatures of the petitioners in the agreement for sale are their signatures. It was only after the filing of this application, the petitioner came to know that different signatures were put by the petitioners and this was done only to defraud the respondent. This application is filed only to cause hardship to the petitioner his application is filed. Thus, this application is to be dismissed with costs.

4. In this case, as per the order in IA No. 4/2026 this court had summoned certain documents that contains the contemporaneous signature of the petitioners herein and those documents are produced by the witnesses.

5. Heard both sides.

6. Points that arose for consideration are:

1) Is it necessary to send the disputed signature for expert analysis?

2) What is the order as to costs?

7. Point number 1: The specific case put forth by the petitioners is that they have not put their signatures in the alleged agreement for sale and so it is highly necessary to send the same for expert analysis. On the contrary, the respondent contended that the signatures in the document are that of the respondent and they might have put a different signature only to defraud the respondent.

8. I have gone through the pleadings in the plaint and the written statement filed by the defendants. In the plaint, it is specifically pleaded that the defendants have put their signature in the agreement for sale. The defendants/petitioners took a specific contention that they have not signed the agreement for sale and the signatures are forged. To get the disputed signatures compared, they have filed this application. Suit is filed based on an agreement for sale. The signatures in the agreement for sale is disputed by the defendants. As the entire relief claimed in the suit is based on an agreement for sale and the execution of the agreement itself is challenged by the defendants denying the signature in the document itself, I am of the view that it is highly necessary to send the disputed signatures in the agreement for sale for expert analysis for a fair and just adjudication of the litigation between the parties. However, the signature in the disputed document should be sent for comparison along with the admitted signatures of the petitioners in those documents that were produced by the witnesses summoned as per the order in IA No. 4/2026. In the light of these reasons, this point is found in favour of the petitioners.

9. Point no.2: There is no order as to costs.

10. In the result, this application is allowed.

- a)The signatures of the first and second defendants in the agreement for sale dated 23.11.2023 is sent for expert analysis to the Forensic Science Laboratory, Thiruvananthapuram
- b)The petitioner shall pay batta for sending the signatures for expert analysis.
- c) Both the petitioners/first and second defendants shall appear before the court on 26.05.2026 for taking their specimen signature.
- d)The disputed signatures of the first and the second petitioners/ the defendants in the agreement for sale dated 23.11.2023 shall be compared with their admitted signatures in the documents produced by the first and second witnesses in compliance with the order in IA No. 4/2016.

(Dictated to the CA, typed by her corrected by me and pronounced in Open Court on this, the 8th day of April, 2026).

Rajasree.C.R,
Civil Judge(Senior Division).

APPENDIX: NIL

Civil Judge, Senior Division

Typed by: BR

Compd by: RPN