

**IN THE COURT OF I ADDITIONAL DISTRICT & SESSIONS JUDGE,
CUDDALORE.**

Present : **Tmt.G.Saraswathi, M.L,**
I Additional District & Sessions Judge,
Cuddalore.

Monday, the 27th day of July 2026

I.A. No. 412 of 2024 in O.S.No.403 of 2022

(CNR No. TNCD01 – 009162– 2022)

Rajasekaran

... Petitioner / Defendant

-Vs-

Munusamy @ Munisamy

... Respondent/Plaintiff

This petition filed on 12.09.2024 came before me for final hearing on 03.06.2026 in the presence of Mr.M.Yuvaraja, Counsel for the Petitioner / Defendant. Mr.B.Padmaprabhu, Counsel for the respondent/ Plaintiff. Upon hearing both sides and upon perusing the entire case records and having stood over for consideration till this day, this Court delivered the following:

ORDER

This petition has been filed by the petitioner/defendant under Section 45 of the Indian Evidence Act, seeking permission to examine a handwriting expert in this case. The petitioner prays that the handwriting expert may be permitted to compare the disputed signature found in the acknowledgment/endorsement dated 03.03.2022 relating to the suit sale agreement dated 25.10.2021 with the petitioner's admitted signatures found in the following documents: Puducherry Lok Adalath Award dated

13.03.2019; and SBI Bank letter dated 31.08.2017. The petitioner further prays that the handwriting expert may be permitted to give opinion evidence and file the expert report before this Court, and thus render justice.

2. The brief averments of the petition :

The respondent/plaintiff has filed the suit for specific performance of the sale agreement dated 25.10.2021, which the petitioner/defendant contests. According to the petitioner, he had earlier borrowed Rs.3,50,000/- from the respondent on mortgage, discharged the same, and thereafter the respondent demanded exorbitant interest, threatened him and obtained signatures in blank papers. The petitioner further states that he paid Rs.5,00,000/- after selling his tractor, and that the respondent fabricated the sale agreement dated 25.10.2021 and the endorsement dated 03.03.2022 without consideration or consent. He denies execution of the said documents and contends that the disputed signature in the endorsement is not his. Therefore, he seeks comparison of the disputed signature with his admitted signatures in the Puducherry Lok Adalath Award dated 13.03.2019 and SBI Bank letter dated 31.08.2017 by a handwriting expert, stating that such opinion is necessary for a just decision and would cause no prejudice to the respondent. Hence, this petition.

3. The brief averments of the counter filed by the Respondent / Plaintiff :

The respondent/plaintiff denies the petition averments except those specifically admitted and states that the mortgage dated 18.12.2018 is unrelated to the suit. He denies demanding exorbitant interest, threatening the petitioner, or obtaining

signatures in blank papers. According to the respondent, the petitioner agreed to sell the suit property for Rs.22,00,000/- to discharge his loan with Equitas Small Finance Bank, and the respondent paid Rs.4,00,029/- through RTGS to the bank and further advance amounts as stated in the plaint. He contends that the sale agreement dated 25.10.2021 and endorsement dated 03.03.2022 were duly executed by the petitioner in the presence of witnesses, and that the present application is filed only to delay the suit. He further states that the comparison documents are neither contemporaneous nor admitted or proved, and that the Court can itself compare the signatures. The respondent also alleges that the petitioner sold and settled portions of the suit property during the pendency of the suit, showing mala fide intention. Hence, he prays for dismissal of the petition.

4. POINT FOR CONSIDERATION:

Whether this petition is to be allowed or not?

5. DISCUSSION ON THE POINT:

5.1 On a careful consideration of the pleadings, petition, counter and the submissions made on either side, it is seen that the suit is one for specific performance based on the sale agreement dated 25.10.2021 and the subsequent acknowledgment/endorsement dated 03.03.2022. The present petition has been filed only for the purpose of sending the disputed signature in the endorsement dated 03.03.2022 to a handwriting expert for comparison with the alleged admitted signatures of the petitioner found in the Puducherry Lok Adalath Award dated

13.03.2019 and the SBI Bank letter dated 31.08.2017. Therefore, the necessity and relevancy of such expert examination have to be tested with reference to the stand already taken by the petitioner/defendant in the written statement.

5.2 In the written statement, the petitioner/defendant has not put forth a specific and consistent plea confining his defence only to the denial of the endorsement dated 03.03.2022. On the other hand, the substance of his defence is that the sale agreement itself was allegedly brought into existence by force, threat and coercion, and that it did not come into force as a valid and enforceable agreement. The averments in the written statement are only general in nature regarding the alleged coercion, demand of interest, obtaining of signatures and fabrication of documents. In so far as the endorsement dated 03.03.2022 is concerned, there is only a general denial and no distinct factual foundation is shown to necessitate an independent expert opinion at this stage.

5.3 Even assuming that the petitioner intends to specifically dispute only the signature found in the endorsement dated 03.03.2022, such issue can be considered and decided during trial on the basis of the pleadings, oral and documentary evidence and the admitted signatures available in the suit sale agreement itself. When the disputed endorsement is connected with the suit sale agreement and when the sale agreement containing the signatures of the petitioner is already part of the suit records, the Court is competent to compare the admitted and disputed signatures under law, if such comparison becomes necessary. Sending the endorsement to an expert for comparison with documents of the years 2017 and 2019, which are not part

of the suit transaction and are not contemporaneous with the disputed endorsement, is not shown to be essential for deciding the real controversy between the parties.

5.4 Further, expert opinion under Section 45 of the Indian Evidence Act is only a relevant piece of opinion evidence and it cannot be ordered as a matter of course merely because a party seeks such comparison. The petitioner must show that such expert opinion is necessary for the just adjudication of the matter. In the present case, having regard to the nature of the pleadings and the materials already available on record, this Court is of the view that the petition appears to be unnecessary and would only protract the trial. Hence, this Court finds no sufficient ground to allow the petition. Accordingly, the point is answered against the petitioner/defendant.

In the result, this petition is dismissed. No costs.

Dictated to the Steno-typist, transcribed and typed by her, corrected by me directly on my laptop and pronounced by me in the open Court on this the 27th day of July, 2026.

I Additional District and Sessions Judge,
Cuddalore.

**List of witnesses and
exhibits on both sides:** Nil

I Additional District and Sessions Judge,
Cuddalore.