

IN THE III ADDITIONAL CITY CIVIL COURT, CHENNAI

**Present: Tmt. K.Geetha Rani, M.A, M.L.,
III Additional Judge,**

Thursday, the 26th day of June 2025

I.A.No.02 of 2025
in
O.S.No.6298/2021
CNR.No.TNCH01-022087-2021

Mr. A. Senthil Kumar

...Petitioner/ Defendant

Vs.

K. Ravi

...Respondent/Plaintiff

This petition came up on 12.06.2025 for final hearing before this Court in the presence of B. Ullasavelan, N. Velayudham, and D. Sathiyarayan counsel for the Petitioner/ Defendant and of C.N. Raman, P.V. Vasudevan and G.Sundaravaradarajan counsel for the Respondent/ Plaintiff hearing the arguments on both sides and having stood over for consideration till this day, this Court delivered the following:

ORDER

This petition filed under order XXVI rule 9 Read with 151 of CPC to appoint an advocate commissioner to get expert opinion from government handwriting expert to find out the signature in EX-B1 and EX-A1 are same by Petitioner/ Defendant or by different persons.

2. The averments in the affidavit in support of the petition in short as follows:

The Petition has been filed u/s. 26 Rule 10(a) of C.P.C to appoint a Advocate commissioner to get expert opinion from Government Handwriting expert to find out the signature in Ex.B1 and Ex.A1 are same. The petitioner has stated that he is a defendant in the above suit and entered as a tenant and executive lease agreement with the respondent/plaintiff father D.M.Kothandan on 17.09.2012. The lease agreement is for 7 years i.e., upto 2019. First 3 years we have paid the rent of Rs. 45,000/- per month. After that we have paid Rs. 51,750/- till we vacate. Last few months we inform them to deduct monthly rent from our advance amount of Rs.5 lakhs along with the plaint the respondent/plaintiff file 7 documents in which the lease agreement dated 21.12.2015 was fabricated. As if I have entered a lease agreement with K. Ravi the respondent/ plaintiff and they have forged my signature which I came to know only after Ex.A1 was marked before this court. My counsel clearly establish that A1 is a fabricated forged document. There is no need for entering into a lease agreement with the respondent/plaintiff on 21.12.2015 and there is a lease agreement entered between me and the respondent father on 17.09.2012 is expired only on 16.09.2019. Hence I submit this Hon'ble Court may refer the document as A1 and Ex. B1 along with the document i.e., counter and Vakalath which has been filed by the petitioner/ defendant for Handwriting expert. If the petition is not allowed I will put into irreparable loss and hardship. Hence, the petition may be allowed.

3. The averments in the affidavit in support of the counter in short as follows:

The respondent/petitioner has come out with strange plea that Ex.A1 lease agreement is forged one. The respondent/plaintiff has already mentioned in the plaint about the execution of A1 lease agreement on 21.12.2015 but the petition defendant does not dispute the said document in his written statement or in the counter claim. Lease agreement dated 21.12.2015 is wrong. Without even knowing the date of agreement the plaintiff file the above suit. He did not state that said document is forged one. The petitioner/defendant continued to pay a rents to the plaintiff/respondent as per the new lease agreement. The rental agreement entered between the respondent/plaintiff and the petitioner/defendant was evidenced by payment of rent by the petitioner/defendant to the respondent/plaintiff. The petitioner/defendant did not dispute the tenancy relationship with the respondent/plaintiff. The petitioner/defendant by his conduct treated the respondent plaintiff as his landlord. If really this respondent plaintiff is not ready to pay the suit is not a party to the suit. The petitioner defendant would have file a petition for rejection on the threshold of the suit. The petition for appointment of Advocate commissioner at this stage is mischievous and motivated. Hence the petition may be dismissed.

4. Point for consideration:

Whether this petition is to be allowed or not?

5. No oral evidence adduced and no documents produced on either side.

6. Point :

Heard both side considering the petition filed Under Order XXVI Rule 10A Read with Section 39 of BSA the court directed the petitioner counsel to file admitted documents of the respondent/plaintiff which contain the signature of the respondent/plaintiff where as the petitioner/defendant has stated that being a tenant he does not have any such a document. Only document available is in the court itself that is the vakalath and the counter filed by the respondent/plaintiff in which the signature found were admitted signatures of the plaintiff hence the same may be taken for examination of expert opinion.

7. Inview of the averments mentioned in the written statement, The plaint has been looked into in which the first line of the plaint the plaint itself is that the plaintiff submit that the defendant is entered into a agreement of lease on 21.12.2015 in respect of the plaintiff Will. No where in the plaint they have stated about the agreement between the plaintiff father and the defendant for 7 years from 2012 to 2019. Even in the written statement the Petitioner/ defendant has not stated anything about the lease agreement as mentioned by him from the year 2012-2019 between the petitioner and the respondent /plaintiff father. Hence how this petition has been filed stating that the plaintiff has forged and fabricated this document if really the said document is forged and the matter in the stage of for the evidence of defendant. After completing the cross examination of PW1, the relevancy of this petition has not been clearly and categorically pleaded by the Petitioner /defendant. Hence considering the petition and sending the Ex. A1 and B1 along with the counter and

vakalath is amount to a time consuming process and by filing this petitioner the petitioner shows his attitude that he is trying to drag the proceedings for which this court is not inclined on that score this petition has been dismissed no cost.

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

Directly dictated to the stenographer, computerized by her, corrected and pronounced by me in the open Court, this the 26th day of June 2025.

III Additional Judge,
City Civil Court, Chennai.

List of Witness and Exhibits on both side : Nil

III Additional Judge,
City Civil Court, Chennai.

Draft / Fair : Order
I.A.No.02/2025– in
O.S.No.6298 of 2021
Dated: 26-06-2025
III Additional City Civil
Court, Chennai.