

IN THE COURT OF THE II ADDITIONAL DISTRICT & SESSIONS JUDGE,
THANJAVUR.

Present : Thiru. P.Nagarajan, M.A.,M.L.,
II Additional District & Sessions Judge, Thanjavur.

Tuesday the 7th day of April 2026.
(Thiruvalluvar Andu 2057 – Panguni Madham 24th day)

I.A.No.5/2026 in Appeal Suit No.36/2020

S. Jayaprakash

.....Petitioner/Defendant

/vs/

R. Ashokkumar

.....Respondents/ Plaintiff

This petition having come up for final hearing before me on **1.4.2026** in the presence of Thiru.K. **Parthiban**, Advocate for the Petitioner/Defendant and of Thiru.N. **Rajendran**, Advocate for the respondents/defendants and upon hearing the arguments of both sides, upon perusal of the entire material records pertaining to the case and the matter having stood over for consideration till this date, this court delivered the following

ORDER

(1) The petitioner/ defendant filed this petition under section 45 of Indian Evidence Act to pass an order for sending the alleged Money bond dated:17.12.2017 marked as Ex.A1 and the signaure found in the power deed dated 16.03.2017 which has been marked as Ex.B17 to handwriting expert for comparison the signature found in both the documents and to offer his expert opinion in this regard.

(2) **Gist of the affidavit filed by the petitioner as follows:**

The petitioner is the defendant in the original suit. He was working in a private chit

fund as Regional Manager. The plaintiff and himself are family friends. In the month of December 2017 he borrowed a sum of Rs.1,00,000/- from the plaintiff for his family expenses, at the time of receiving the debt amount he has given 8 blank cheques, 8 promissory notes and one blank hundred rupee stamp paper with his signature and further his friend namely Elavarman has also given two blank cheques and one blank promissory note with his signature for security purposes. After two months the respondent has suddenly demanded the debt amount from him and he was unable to pay the entire debt amount and further he has requested the plaintiff that as per the said earlier undertaking he has to pay the debt amount within 4 months. But the plaintiff did not accept his request and on the other hand the plaintiff and his hooligans have threatened him and they forcibly created a written unregistered sale agreement in respect of his 22 plots situated in Pisanathur village in Gandarvakkottai Taluk in Pudukkottai District for a sum of Rs.17,13,000/- and further they forcibly obtained his signature in the said alleged unregistered sale agreement and anyhow against that he has not taken any action. After one month he was directly approached the plaintiff with a sum of Rs.10,00,000/-. But the plaintiff has totally demanded a sum of Rs.20,00,000/- with penal interest from him and further he threatened that if he fail to pay the demand penal amount he will file the civil suit with the hands of the said alleged sale agreement about his 22 plots. Thereafter in the month of March 2018 he paid a total sum of Rs.20,00,000/- by cash to the respondent as per his demand. After pay the said debt amount with penal interest he demanded to return all the blank cheques, blank promissory notes and one hundred rupees stamp paper and alleged an unregistered sale agreement from the respondent along with his friend's blank documents. But the plaintiff has given evasive replies for returning the said blank documents and further he undertakes

to return all the said blank documents as early as possible. On believing his words, he was not insisting he demand to return the said blank documents. Thereafter, in spite of the number of approaches by him, the respondent did not comply with his undertaking. Thereafter in the month of July 2018, the respondent approachwed him over the cell phone and he threatened him for demanding a higher amount, a sum of Rs.70,00,000/- without any valid reasons and he refused to pay the said higher amount to the respondent. Thereafter on 10.08.2018 he along with his friends were standing in RR Nagar, At the time the plaintiff and his hooligans have again threatened him for demanding a larger amount and they used obsdcene words and also they threatened dire consequences. Thereafter the plaintiff continuously threatened him and so having no other way on 13.08.2018 he preferred the complaint to the Superintendent of Police, Thanjavur against the respondent and his hooligans and the same has been forwarded to the TMCH Police station, Thanjavur and at the time of conducting an inquiry, initially the plaintiff had undertaken to return all blank documents to him. Thereafter he did not comply with it and so the FIR has been registered in crime number 446/2018 u/ss. 294(b), 420 and 506(i) of the IPC and 4 of the Tamil Nadu Prohibition of charging extortionate Act r/w II (i) V of the Tamil Nadu Money Lender Act 1957. In the mean time the respondent has filed the four cheque dishonour cases in the Fast Track Court, thanjavur and allegedly mentioned that he has brorrwed several debt amounts on various dates total amount of Rs.61,00,000/- from the plaintiff and actually in the said cheque cases the plaintiff did not mention the Ex.A1 alleged money bond dated.17.12.2017 and later the said cheque cases were withdran by the respondent for reasons best known to him. But the respondent hjas suppressed the said entire facts and fraudulently created the said debt deed datged.17.12.2017 intentionally and hence the alleged debt deed

dated:17.10.2017 is a forged and fraudulently created one. So in order to prove his signature found in the Ex.A1 it is just and necessary to refer the case for comparison of the signatures found in his original signature and the Ex.A1 by a hand writing expert, otherwise he will be seriously prejudiced and put to irreparable loss. Hence this petition.

3. Gist of counter filed by the respondent:

The respondent/plaintiff contented that this petition is not maintainable either in law or on facts. The petitioner who is the defendant in the original suit could have filed this petition as early as 13.10.2020, when he appeared through his counsel and filed his Vakalat. The respondent has been subjected to severe mental distress as a result of the petitioner's petition. Since the petitioner's willful refusal to repay the debt owed constitutes an act punishable under the law, this petition ought to be dismissed with costs.

(4) Point for consideration is: Whether the petition filed by the petitioner under section 45 of Indian Evidence Act is allowed or not?

(5) Both side arguments and records considered. Since the money suit is based on the Ex.A1 debt deed executed by the defendant Jayaprakash in favour of the plaintiff Ashokkumar the respondent/plaintiff has to prove the signature found in the Ex.A1 is genuine. The petitioner/defendant disputed the signature of the executor of the debt deed. But the defendants himself filed this petition to disprove the signature in the alleged debt deed. There is no sustainable objection raised by the respondent. Therefore, in the interest of justice this court inclines to order for getting expert opinion on comparison of disputed signature in Ex.A1 debt deed with admitted signature in Ex.B17. Hence, this petition is

allowed as prayed for. The Advocate Mrs. Saron Esthar, M.S.No.3091/2014 is appointed as Commissioner. The said Advocate Commissioner shall receive the documents Ex.A1 and Ex.B17 in a sealed envelope from this court and hand them over to the Forensic Science Laboratory and obtain the opinion of the handwriting expert. The remuneration of Advocate Commissioner is fixed at Rs.10,000/- It is directed that the petitioner shall pay the said remuneration directly to the Advocate Commissioner and the fee determined for examination of the signatures on the documents shall be paid directly by the petitioner to the Advocate Commissioner. For submission of Commissioner's report with opinion of handwriting expert 28.04.2026.

This order is dictated to the Steno-Typist, directly by me, typed by her in computer, corrected and pronounced by me in the open court, this the 7th day of April 2026.

II Additional District and Sessions Judge,
Thanjavur.

Petitioners and Respondents side
Exhibits and Witnesses: Nil

II Additional District and Sessions Judge,
Thanjavur.

Order in
IA.5/2026 in OS.36/2020
Dated: 07.04.2026.