

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

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

**Tuesday the 07th day of April 2026  
(Thiruvalluvar Aandu 2057 – Panguni Matham 24th day)**

**I.A. No. 3/2026 in O.S. No.214/2021**

M.Hemkumar

**.....Petitioner/Defendant**

/Vs/

S.Saravanan

**.....Respondent/Plaintiff**

This petition having come up for final hearing before me on **01.04.2026** in the presence of **Thiru.R.Guhavenkateswaran**, Advocate for the Petitioner/defendant and of **Thiru.D.Vijayakumar**, Advocate for the Respondent/Plaintiff and upon hearing the arguments of both sides and the matter having stood over for consideration till this date, this court delivered the following

**ORDER**

The petitioner/defendant has filed this petition under Order 26 Rule 10(A) and sec.151 of CPC to send the sale agreement dated 30.03.202 (Ex.A1) to a handwriting expert for comparing his admitted signatures on the front of all the three sheets of the said document with the disputed signatures found in the endorsements dated 26.05.2021 and 12.07.2021 on the back side of the third sheet of the document to obtain his expert opinion.

**2) The Gist of the Petition filed by the petitioner/defendant:**

The petitioner is the defendant in the original suit and the respondent/plaintiff has filed the suit for specific performance against him and he contesting the same on valid grounds. The suit is based on a sale agreement dated 30.03.2021 executed by him in favour of the respondent/plaintiff. While executing the said agreement, the petitioner/defendant signed on the front of the three sheets of the document and those signatures are his admitted signatures. But the endorsements dated 26.05.2021 and 12.07.2021 on the back side of the third sheet of the document were not made or signed by him. The signatures found in those endorsements are not the petitioner's, but are forged by the respondent/plaintiff with a malafide intention to cheat the petitioner. The said sale agreement has been marked as Ex.A1 in this case. In these circumstances, to prove the petitioner's contention, it is just and necessary that the signatures found in the endorsements dated 26.05.2021 and 12.07.2021 on the back side of the third sheet of Ex.A1 be compared with his admitted signatures found on the front of all the three sheets of the same document. The sale agreement dated 30.03.2021 (Ex.A1) needs to be sent to a handwriting expert for comparison and opinion, which will assist this Court in arriving at a proper conclusion so adjudicate the matter. Hence, the petitioner come forward with this application to get an expert opinion regarding the signatures found in Ex.A1. Unless this petition is allowed, the petitioner will be seriously prejudiced and put to irreparable loss and hardship. No prejudice will be caused to the other side if this petition is allowed.

**3) The Crux of the counter filed by the respondent/plaintiff:**

Except for the facts admitted by the Respondent, all other facts stated by the Petitioner in the petition are untrue and the petitioner bears the burden of proving them. The Respondent has filed the original suit seeking specific performance against the Petitioner. Prior to filing the Original Suit, the Respondent issued a lawyer's notice to the Petitioner. The Petitioner, through his counsel, sent a reply notice in response to the said notice. In that reply notice, the Petitioner did not raise any objection or denial asserting that he had not signed the Sale Agreement documents on the dates 26.05.2021 and 12.07.2021, or that the signatures appearing therein were not his.

3.1) The petitioner has filed this petition with considerable delay. Furthermore, at the time of filing the petition, the petitioner failed to submit the requisite documents. Consequently, it is imperative that this petition be dismissed. The reasons stated by the petitioner in affidavit are untenable; moreover, allowing this petition would cause severe prejudice to the respondent. Such a course of action would result in a delay in the trial of the original suit, thereby depriving the respondent of timely access to justice and leading to a wastage of the Court's precious time. Hence the petition is to be dismissed.

**4) Point for consideration is:**

Whether the petition is to be allowed or not?

(5) Both side arguments and records considered. The petitioner/defendant has stated that the suit is based on Ex.A1 sale agreement dated 30.03.2021 executed by him in favour of the respondent/plaintiff. While executing the said agreement, the petitioner/defendant signed on the front of the three sheets of the document and those signatures are his admitted signatures. But the endorsements dated dated 26.05.2021 and 12.07.2021 on the back side of the third sheet of the document were not made or signed by him.

(6) But the respondent/plaintiff himself filed this petition stated that prior to filing the original suit, the respondent issued a lawyer's notice to the Petitioner. The Petitioner, through his counsel, sent a reply notice in response to the said notice. In that reply notice, the petitioner did not raise any objection or denial asserting that he had not signed the Sale Agreement on the dates 26.05.2021 and 12.07.2021, or that the signatures appearing therein were not his. Therefore, in the interest of justice this court inclines to order to send the sale agreement dated 30.03.202 (Ex.A1) to a handwriting expert for comparing his admitted signatures on the front of all the three sheets of the said document with the disputed signatures found in the endorsements dated 26.05.2021 and 12.07.2021 on the back side of the third sheet of the document to obtain his expert opinion. Hence, this petition is allowed as prayed for. The Advocate **Miss.R. Nalini**, M.S.No.254/2016 receive the document Ex.A1 the sale agreement executed by Hemkumar in favour of Murugeswari in a sealed envelope

from this court and hand 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 Laboratory 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 on 28.04.2026.

Pronounced by me in the open court, this the **07th day of April 2026.**

**II Additional District and Sessions Judge,  
Thanjavur.**

**ORDER IN**  
**I.A. No. 3/2026 in**  
**O.S. No.214/2021**  
**Dated: 07.04.2026**