III ADDITIONAL DISTRICT & SESSIONS COURT
TIRUVALLUR at POONAMALLEE

Present: **Thiru. C.VIJAYAKUMAR, B.A., B.L.**
III Additional District and Sessions Judge

Wednesday, the 19th day of November 2025
I.A.No.01/2022 in O.S.No.2/2017

G. Nallathambi,S/o. Gnanavel,
residing at No.6, Gandhi Street,
Elango Nagar, Ambattur, Chennai – 53.
..Petitioner / Plaintiff

-Vs-

R. Kavitha, D/o. K. Ramakrishnan,
residing at No.6/16,
Saraswathi Pandurangan street,
Solapuram Ambattur, Chennai – 53. .. Respondent / Defendant

This petition came up before this court for final hearing on 24.10.2025 in the presence of M/s. M.K. Murali, M.V. Seshachari learned counsels for the Petitioners / Plaintiff and M/s. A.H. Srikanth, S. Sivakumar, S. Sathiyaraj, learned counsels for the Respondent / Defendant, and upon hearing the both side and on perusal of oral and documentary evidence, having stood over for consideration till this day, this court passed the following:

O R D E R

The petitioner / plaintiff have filed this petition under Rule 76 of Civil Rules of Practice r/w Section 151 of CPC to call for the records exhibit A2 and A3 Mortgage Deeds dated 19.04.2013 and 25.06.2013 in O.S.No.3 of 2017 for the purpose of comparing the same with the dispute documents filed in this case.

2) The averments made in the affidavit filed in support of the petition are briefly as follows:-

The Petitioner/Plaintiff states that the Respondent/Defendant borrowed a total sum of Rs. 26,00,000/- from him through four transactions two registered simple mortgage deeds executed in 2013 for Rs.4,00,000/- and Rs.2,00,000/-, and two loan agreements executed in 2014 for Rs.7,00,000/- and Rs.13,00,000/-, with an agreed interest rate of 36% per annum. Since the Respondent/Defendant failed to repay either the principal or interest, the Petitioner/Plaintiff issued a legal notice on 03.10.2016, to which the Respondent/Defendant replied with false allegations on 19.10.2016. A rejoinder was sent on 31.10.2016. The present suit seeks recovery of Rs. 31,91,734/ -, based on the 2014 loan agreements, while a separate suit for recovery based on the registered mortgage deeds (O.S.No.3 of 2017) has already been decreed in favour of the Petitioner/Plaintiff and attained finality. The Respondent/Defendant now alleges that the signatures on the 2014 loan agreements are forged. The Petitioner/Plaintiff asserts this is false, as the Respondent/Defendant has already admitted her signatures in the earlier registered mortgage deeds. He submits that by comparing the admitted signatures on the mortgages with the disputed signatures on the 2014 loan agreements through a Forensic Science Expert, the truth can be established. Therefore, the Petitioner / Plaintiff prayed to call for the records Exhibit A2 and A3 Mortgage Deeds dated 19.04.2013 and 25.06.2013 in O.S. 3 of 2017 for the purpose of comparing the same with dispute documents filed in the present case. Hence, the petition.

3) The averments made in the Counter filed by the Respondent / Defendant are briefly as follows:-

The Respondent / Defendant denied the averment in the petition which was an unnecessary exercise to call for the records pertaining to Ex-A2 and A3. She stated that this respondent/defendant had already admitted the amount of Rs.6,00,000/- (Rupees Six lakhs only) while giving a reply legal notice issued by the plaintiff, and despite this respondent/defendant's reply, the petitioner/plaintiff had forged the document pertaining to the borrowal of 26,00,000/-, and the petitioner/plaintiff's claim was false, and the petitioner/plaintiff was trying to make an unjust enrichment. Further, the Respondent / Defendant stated that and specifically denied the contents mentioned in para-3 pertaining to the borrowal of

Rs. 7,00,000/- and execution of a loan agreement on 28.05.2014 and for Rs. 13,00,000/- execution of a loan agreement 17.06.2014 were absolutely false, and the said loan agreements were manipulated and fabricated documents, thus the claim of the petitioner/plaintiff was totally false, unjust and the loan agreements were manipulated with mala fide intention and by filling up the stamp papers and blank papers compelled to sign by the petitioner/plaintiff, and the same was kept for security purpose which had been utilized by the petitioner/plaintiff to suit his claim in the said suit and the signature which was obtained on the blank papers and stamp papers and which was compelled to sign and to be sent for signature verification would not serve any purpose and the entire exercise would be futile and a waste of the court's time, which the respondent/defendant had already questioned the signature obtained on the blank papers even at the earliest point of the time by way of reply; In continuation, more over the respondent/defendant who admitted her case pertaining to borrowal of Rs.6,00,000/- in O.S.No. 3 of 2017 during cross examination of the respondent/defendant in O.S.No. 3 of 2017 has specifically denied above the borrowal of Rs.7,00,000/- on 28.05.2014 and Rs.13,00,000/- on 17.06.2014 and specifically deposed before this Hon'ble court that, "அதன் பிறகு 28.05.2014 மேற்கொண்டு ரூ 7,00,000/-வாதியிடம் கடன் வாங்கினேன் என்று சொன்னால் சரியல்ல. நான் மேற்சொன்ன இரு முறை தான் பணத்தை வாங்கியுள்ளேன் அதற்கும் வட்டி கட்டியுளேன். ரூ 7,00,000/- வாதியிடம்

இருந்து பெரும் போது என்னிடம் காண்பிக்கப்படும் கடன் ஆவணத்தை நான் வாதிக்கு எழுதிக் கொடுத்தேனா என்றால் இல்லை". For the reasons stated above, the respondent / defendant prays to dismiss the petition.

4) On the side of the Petitioner/Plaintiff and Respondent/Defendant, no witnesses were examined and no documents were marked.

5) The point for consideration is whether this petition is allowed or not ?

6) **<u>Point:</u>**

Heard both sides. Perused the documents.

7) The petitioner filed this petition seeking to call for the records, namely Exhibits A2 and A3 registered Mortgage Deeds dated 19.04.2013 and 25.06.2013 from O.S.No.3 of 2017, for the purpose of comparing the signatures found therein with the allegedly disputed signatures appearing in the loan agreements produced in the present suit.

8) On a careful consideration of the pleadings and submissions, it is not in dispute that the respondent/defendant, in her counter, has categorically admitted her signatures in the very same mortgage deeds now sought to be summoned. Such an admission is unequivocal and unconditional.

9) Under Section 58 of the Indian Evidence Act, facts which are admitted need not be proved. When the respondent herself admits the signatures in the mortgage documents relied upon by the petitioner, there arises no necessity for any further proof or comparison by summoning the said documents.

10) It is also pertinent to note that the prayer in this petition proceeds on the premise that the respondent disputes the signatures in the mortgage deeds, whereas the counter filed by her reveals no such denial. In fact, the very foundation of the petition collapses in view of the respondent's admission.

11) Therefore, when the fact of signature stands admitted, the invocation of Rule 76 of the Civil Rules of Practice, read with Section 151 CPC, for calling the records for comparison, is wholly unwarranted and devoid of necessity. The Court cannot be asked to embark upon a superfluous forensic exercise merely for academic purposes when the law itself dispenses with proof of admitted facts. Accordingly, this Court finds no merit in the petition.

12) In result, this petition is dismissed. No costs.

Dictated to Steno-typist directly, typed by him in computer, corrected and pronounced by me in the Open Court on this the 19th day of November 2025.

Vijayakumar Chinnasamy
Digitally signed by Vijayakumar Chinnasamy
Date: 2025.11.19 18:17:40 +0530

III Additional District and Sessions Judge,
Thiruvallur @ Poonamallee.

<u>Exhibits and Witnesses on both sides</u> :- Nil.

Vijayakumar Chinnasamy
Digitally signed by Vijayakumar Chinnasamy
Date: 2025.11.19 18:17:48 +0530

III Additional District and Sessions Judge,
Thiruvallur @ Poonamallee.