

**In the Court of the Principal District and Sessions Judge,
Virudhunagar District at Srivilliputtur**

**Present:- Thiru.A.Kanthakumar, M.L.,
Principal District and Sessions Judge,**

Saturday, the 1st day of August 2026

I.A.No.05/2026 & I.A.No.06/2026

in

O.S.No.52/2022

CNR.No.TNVR01-000701-2022

Kanagaraj

... Petitioner/ Defendant

/Vs/

R.Chelladurai

... Respondent/Plaintiff

These petitions coming before me for final hearing on 27.07.2026 in the presence of Tr.S.Sankaranarayanan, Advocate for the petitioner and Tr.K.Kalidoss, Advocate for the Respondent and upon hearing the argument of both the side and perusing the records this Court delivered the following,

COMMON ORDER

I.A.No.05/2026

The Petitioner/defendant has filed this petition under Order 26 Rule 10-(A) read with Section 151 of CPC, seeking appointment of an Advocate Commissioner, to send the first 4 cheques issued from the petitioner's/defendant's account maintained with Karur Vysya Bank, Rajakilpakkam Branch, Chennai (IFSC: KVBL0001617, Account No.1617135000009056), during the period from 01.07.2019 to 14.08.2019,

along with the disputed signature found in the promissory note to the Government Forensic Handwriting Expert for comparison and obtaining an expert opinion.

I.A.No.06/2026

The Petitioner/defendant has filed this petition under Rule 75 of the Civil Rules of Practice seeking a direction to Karur Vysya Bank, Rajakilpakkam Branch, Chennai (IFSC: KVBL0001617) to produce the first 4 cheques presented and honoured in Account No. 1617135000009056 during the period from 01.07.2019 to 14.08.2019 for comparison of signatures and for obtaining expert opinion.

2) The brief averments of the petitions in I.A.No.5/2026 and I.A.No.06/2026:-

(i) The petitioner is the defendant in the main suit. The signature found in the suit Promissory Note dated 15.08.2019 is not the defendant signature. He has never borrowed any amount from the Respondent/Plaintiff. The suit Promissory Note is a forged document. On 12.08.2021, the defendant and his family members executed a Partition Deed in respect of their family properties under Document No.2078/2021 before the Sub-Registrar, Sethur. At the time of registration, he signed the Partition Deed and the signature register maintained in the Sub-Registrar's Office. As the above said original Partition Deed is not in his possession, he could not produce the same before this Court and that he had earlier filed I.A.No.3 of 2026 and I.A.No.4 of 2026 to summon Document

No.2078/2021 and to send the admitted signature available therein along with the disputed signature in the suit Promissory Note to the Government Forensic Science Department for expert opinion. The Respondent/Plaintiff objected to the said application stating that the Petitioner/Defendant might have changed his signature after 15.08.2019 and, therefore, the signature in Document No.2078/2021 cannot be treated as an admitted signature.

(ii) Based on legal advice, it is necessary to produce admitted signatures of the same period as the disputed Promissory Note. The Petitioner/Defendant has a bank account with Karur Vysya Bank, Rajakilpakkam Branch, Chennai, bearing Account No.161713500009056 and IFSC: KVBL0001617. The cheques presented and honoured by the bank during the period from 01.07.2019 to 14.08.2019 contain his admitted signatures and are suitable for comparison.

(iii) The Petitioner/Defendant does not have the cheque details or bank records to identify the cheque numbers. Therefore, he seeks a direction to Karur Vysya Bank, Rajakilpakkam Branch, Chennai, to produce the first 4 cheques presented and honoured in Account No.161713500009056 during the period from 01.07.2019 to 14.08.2019, and to appoint an Advocate Commissioner to send the said cheques and forward them, along with the disputed promissory note, to the Government Forensic Science Department for comparison of signatures and for

obtaining an expert opinion. Hence, these petitions.

3) The brief averments of the Counter in I.A.No.5/2026 and I.A.No.06/2026 is as follows:-

The respondent is the plaintiff in the main suit. The Petitioner/Defendant borrowed a sum of Rs.9,00,000/- from the Respondent/Plaintiff and executed a promissory note dated 15.08.2019 in plaintiff's favour. The Respondent/Plaintiff has proved the execution of the promissory note by examining three witnesses. After the Respondent/Plaintiff's evidence was closed and the suit was posted for the Petitioner/Defendant's evidence, the Petitioner/Defendant filed the present petition only to delay the trial and to avoid repayment of the loan. The Petitioner/Defendant has not furnished the details of the cheques referred to in the petition. He has also admitted that the account statement and account books are not in his possession and that he does not know the dates on which the cheques were issued. The Petitioner/Defendant has not specified the particular cheques or signatures to be compared and has made only a vague request for comparison. Such a request is not legally sustainable. The request of the Petitioner/Defendant to compare the signatures found in four cheques issued between 01.07.2019 and 14.08.2019 with the signature found in the suit promissory note is not acceptable. There is every possibility that the Petitioner/Defendant deliberately varied his signature during the said period. The Petitioner/Defendant is in possession of other

documents relating to the same period but has deliberately failed to produce them. The Respondent/Plaintiff has also come to know that the Petitioner/Defendant had discontinued his business at Chennai and had failed to repay money due to several persons. The present petition has not been filed on bona fide grounds. If the petition is allowed, the Respondent/Plaintiff will suffer serious hardship, unnecessary loss, and inconvenience. Therefore, it is prayed that this Court may be pleased to dismiss the present petitions with costs.

4) No oral evidence was adduced by either side. No exhibits were marked on either side.

5) Heard both sides. Records perused.

6) The point for consideration is whether these petitions deserves to be allowed or not?

Point:-

7) The petitioner/defendant has filed these petitions seeking a direction to Karur Vysya Bank to produce the first 4 cheques relating to his account for the period from 01.07.2019 to 14.08.2019 and for appointment of an Advocate Commissioner to send the said cheques, along with the disputed promissory note, to the Government Forensic Science Department for comparison of signatures and obtaining expert opinion.

8) The learned counsel for the petitioner/defendant contended that

the signature found in the suit promissory note dated 15.08.2019 is not his signature and that the promissory note is a forged document. Though he had earlier sought comparison of the disputed signature with his admitted signature available in the Partition Deed, the respondent objected on the ground that the said signature was obtained after the date of the promissory note. The Petitioner/Defendant has a bank account with Karur Vysya Bank, Rajakilpakkam Branch, Chennai, bearing Account No.1617135000009056 and IFSC: KVBL0001617. The cheques presented and honoured by the bank during the period from 01.07.2019 to 14.08.2019 contain his admitted signatures and are suitable for comparison. Hence, the petitioner seeks production of the first 4 cheques presented and honoured in his bank account during the period from 01.07.2019 to 14.08.2019 and appointment of an Advocate Commissioner to send the said cheques, along with the disputed promissory note, to the Government Forensic Science Department for comparison of signatures and obtaining expert opinion.

9) The learned counsel for the Respondent/Plaintiff contended that the Petitioner filed the present petition only to delay the trial and avoid repayment of the loan. The Petitioner has not furnished the details of the cheques or admitted signatures for comparison and has made only a vague request. The request to compare the signatures in the four cheques issued between 01.07.2019 and 14.08.2019 with the signature in the suit promissory note cannot be accepted, as the Petitioner might have

intentionally varied his signature during the said period. The Petitioner has also failed to produce other relevant documents of the same period. Hence, the petition is not bona fide and is liable to be dismissed with costs.

10) This Court has carefully considered the rival submissions and perused the materials available on record. The petitioner has specifically stated that the signature found in the suit promissory note dated 15.08.2019 is not his signature and that the promissory note is a forged document and that the cheques issued and honoured during the relevant period contain his admitted signatures and that production of such cheques would enable the Court to verify and compare the signatures for arriving at a fair decision. Further, the objections raised by the respondent are not sufficient to reject the request. Whether the disputed signature is genuine or not can be decided only by obtaining the opinion of a handwriting expert. Since the Petitioner does not have the details or copies of those cheques, the said Bank has to produce the said cheques before the Court for comparing the signatures. This Court is also of the view that the disputed and admitted signatures may be sent to the Government Forensic Science Department for comparison. Therefore, in the interest of justice, this Court finds that the petitions deserve to be allowed.

I.A.No.5/2026

11) In the result, this petition is allowed. Mr. K.Kannan, Advocate (M.S. No.3769/2011), is appointed as Advocate Commissioner to send the

cheques presented and honoured in the petitioner's Account No.1617135000009056 maintained with Karur Vysya Bank, Rajakilpakkam Branch, Chennai, during the period from 01.07.2019 to 14.08.2019 along with the disputed promissory note dated 15.08.2019 to the Government Forensic Science Department, Madurai, for comparison of signatures and obtaining expert opinion. The expert shall compare the disputed signatures with the other signatures and submit a report before this Court. The remuneration of the Advocate Commissioner is fixed at Rs.10,000/-, which shall be paid by the petitioner forthwith. No costs.

I.A.No.6/2026:-

12) In the result, this petition is allowed. The Karur Vysya Bank, Rajakilpakkam Branch, Chennai, is directed to produce the first 4 cheques presented and honoured in the petitioner's Account No.1617135000009056 maintained with Karur Vysya Bank, Rajakilpakkam Branch, Chennai, during the period from 01.07.2019 to 14.08.2019 before this Court. No cost.

Dictated to the Steno-Typist, directly typed by her, then corrected and pronounced by me in open Court on this the 01st day August 2026.

**Principal District and Sessions Judge,
Virudhunagar District at
Srivilliputtur.**

List of Witnesses and documents both sides:- NIL.

**Principal District and Sessions Judge,
Virudhunagar District at
Srivilliputtur.**

**I.A.No.05/2026 &
I.A.No.06/2026 in
O.S.No.52/2022
Fair/Draft Common Order
Dt: 01.08.2026
Principal District Court
Srivilliputtur**