



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 26TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE S.R.KRISHNA KUMAR

WRIT PETITION NO.6483 OF 2026 (GM-CPC)

BETWEEN:

1. N.V. VENKATARAJU
SON OF LATE VENKATA GOWDA
AGED ABOUT 74 YEARS.
2. N.V. VENKATESH
SON OF N V VENKATRAJU
3. N.V. RAGHU
SON OF LATE VENKATA GOWDA

ALL ARE RESIDING AT
HOUSE NO.3070, 8TH CROSS
RP ROAD
NANJANGUD TOWN
MYSURU DISTRICT-571301.

...PETITIONERS

(BY SRI. SANGAMESH R.B., ADVOCATE)



AND:

1. R.R. SATHYAMURTHY
SON OF LATE RAMACHANDRAN
AGED ABOUT 56 YEARS
2. S. PANKAJAM
W/O RR SATHYAMURTHY
AGED ABOUT 50 YEARS
BOTH R/AT 11/26, THELKARDU STREET
4TH CROSS, RANGASAMUTHERAM
SATHYAMANGALA
ERODE DISTRICT, (T.N.) 638 001.



3. LAKSHMI
D/O. N.V. VENKATRAJU
AGED ABOUT 45 YEARS
4. SUJATHA
D/O. N.V. VENKATRAJU
AGED ABOUT 43 YEARS.
5. VASANTHA
D/O N.V. VENKATRAJU
AGED ABOUT 38 YEARS

R/AT NO.3, 4, 5
HOUSE NO.3070
8TH CROSS, RP ROAD
NANJANGUD TOWN
MYSURU DISTRICT-571301.

...RESPONDENTS

THIS W.P. IS FILED UNDER ARTICLE 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE IMPUGNED ORDER DATED 03.02.2026 PASSED IN O.S.NO.39/2018 ON I.A.NO.15, ON THE FILE OF PRINCIPAL SENIOR CIVIL JUDGE AND CJM, AT CHAMARAJNAGAR (ANNEXURE-A) AND ETC.

THIS PETITION, COMING ON FOR *ORDERS*, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE S.R.KRISHNA KUMAR

ORAL ORDER

This petition by the defendants in O.S.No.39/2018 on the file of the Prl. Senior Civil Judge & CJM, Chamarajanagar, is directed against the impugned order dated 03.02.2026 passed on I.A.No.XV whereby the said application filed by the respondent Nos.1 and 2 – plaintiffs under Order XXVI Rule 10A CPC read with Section 45 of



the Indian Evidence Act seeking appointment of Court Commissioner to conduct scientific investigation by comparing the disputed signatures and thumb impressions of defendants with their admitted signatures was allowed by the Trial Court.

2. Heard learned counsel for the petitioners and perused the material on record.

3. A perusal of the material on record will indicate that the respondent Nos.1 and 2 – plaintiffs instituted the aforesaid suit against the petitioners - defendant Nos.1, 2 and 6 and other defendants for specific performance and other reliefs in relation to the suit schedule immovable properties. The said suit having been contested by the defendants, both parties adduced oral and documentary evidence and the matter was posted for arguments, at which stage, the plaintiffs filed the instant application seeking appointment of a Court Commissioner / handwriting expert, who was the Director of Karnataka State Forensic Science Laboratory, to compare the disputed signatures of the defendants with their admitted signatures. The said application having been opposed by



the petitioners, the Trial Court proceeded to pass the impugned order allowing the application by holding as under:

“ORDERS ON IA No. XV

The plaintiff/applicant has filed I.A. No. XV under Order XXVI Rule 10-A of the CPC seeking appointment of the Director, Government of Karnataka State Forensic Science Laboratory, Madiwala, Bengaluru, as Court Commissioner to conduct a scientific investigation by comparing the signatures and thumb impressions of Defendant Nos. 1 to 6 on the admitted documents with those on the disputed documents and to submit a report to the Court as to whether the said signatures and thumb impressions were executed by Defendant Nos. 1 to 6, in the interest of justice and equity.

2. List Of Admitted Documents:

1. *Registered Agreement of sale dated 07-02-2013 marked as Exhibit P-6.*
2. *Vakalath filed by the defendant No. 1, 2 and 6.*
3. *Written statement filed by the defendant No. 1, 2 and 6.*
4. *Caveat Petition Exhibit P-27.*
5. *Vakalath filed by the defendants 1 to 6 along with Caveat Petition Exhibit P-28.*
6. *Postal acknowledgments Exhibit P-18 to 20*

3. List Of Disputed Documents:

1. *Original Agreement of sale dated 24-06-2010 marked as Exhibit P-1.*



2. *Receipt of Rs.10,00,000/- (Rupees Ten Lakh) dated 24-07-2010 marked as Exhibit P-1(g).*
3. *Receipt of Rs.4,00,000/- (Rupees Four Lakh) dated 09-09-2010 marked as Exhibit P-1(o).*
4. *Receipt of Rs.1,50,000/- dated 02-11-2010 marked as Exhibit P-1(q).* 5. *Deed of renewal dated 14-02-2011 marked as Exhibit P-1(s).*
6. *Original Agreement of sale dated 21-02-2011 marked as Exhibit P-4.*
7. *Original receipt Rs.10,00,000/- dated 29-11-2012 marked as Exhibit P-3.*
8. *Original receipt dated 07-02-2013 marked as Exhibit P-5.*
9. *Deed of renewal dated 14-02-2011 marked as Exhibit P-1(s).*
10. *Receipt of Rs.1,00,000/- dated 27-07-2011 marked as Exhibit P-1(z).*
11. *Receipt of Rs.25,000/- dated 02-12-2011 marked as Exhibit P-1-A(b).*
12. *Receipt of Rs.25,000/- dated 17-12-2011 marked as Exhibit P-2.*
13. *Receipt of Rs.1,00,000/- for having transferred through RTGS to the account of Defendant No.1 marked as Exhibit P-3(f).*
14. *Deed of renewal dated 26-08-20211 marked as Exhibit P-4(h).*

4. *The applicant states in his affidavit that he is the plaintiff in the above suit and is well acquainted with the facts of the case. Plaintiff Nos. 1 and 2 are husband and wife. Defendant Nos. 1 and 2 approached the plaintiff with a proposal to sell their property bearing Sy.No.658/1. After negotiations, the plaintiff entered into an agreement of sale*



dated 24-06-2010 with the defendants for purchase of 0-30 guntas out of 1 acre 30 guntas in Sy. No. 658/1 for a total consideration of Rs.55,50,000/-, and paid Rs.10,00,000/- as advance. The defendants assured that the property was free from encumbrances and was the self-acquired property of Defendant No.1, purchased under a registered sale deed dated 20-10-2008. They further agreed to get the property measured (pode), prepare the sketch, and execute the sale deed within four months.

4(a). The applicant further stated that, Instead of performing their obligations, the defendants, by making various excuses, received further amounts of Rs.10,00,000/- on 24-07-2010, Rs.4,00,000/- on 09-09-2010, and Rs.1,50,000/- on 02-11-2010, and issued receipts. As the defendants failed to execute the sale deed, they proposed renewal of the agreement, and accordingly executed a renewal deed dated 14-02-2011, removing the time limit and undertaking to execute the registered sale deed within one month after completion of the pode, sketch, and documentation.

4(b). The applicant further stated that, Subsequently, the defendants again approached the plaintiffs proposing to sell another portion of the same property citing urgent necessity. Accordingly, Plaintiff No.2 entered into an agreement of sale dated 21-02-2011 for purchase of 0-10 guntas out of the remaining land in Sy. No. 658/1 for a consideration of



Rs.24,00,000/-, and paid Rs.10,00,000/- as advance. The defendants agreed to complete the podes, prepare the sketch, and execute the sale deed within six months.

4(c). The applicant further stated that, as the defendants again failed to perform their obligations, Defendant No.1 endorsed renewal of the agreement dated 21-02-2011 on 26-08-2011, removing the time limit and undertaking to execute the sale deed within one month after completion of the required formalities.

4(d). The applicant further stated that, under the agreement dated 24-06-2010, the defendants further received Rs.1,00,000/- on 27-07-2011, Rs.25,000/- on 02-12-2011, Rs.25,000/- on 17-12-2011, and Rs.10,00,000/- on 29-11-2012, and issued receipts for the same.

4(e). The applicant further stated that, as the defendants continued to avoid execution of the sale deed, they proposed registration of an agreement for a lesser value as security and insisted on showing only Rs.4,50,000/- as consideration. Accordingly, a registered agreement of sale dated 07-02-2013 was executed in favour of the plaintiff for 1 acre out of 1 acre 30 guntas, by clubbing both earlier agreements, and Rs.1,50,000/- was received. On the same day, the defendants issued another receipt confirming all previous payments and additionally received Rs.14,50,000/-, while reiterating their assurance to



execute the registered sale deed within one month after completion of formalities.

4(f). The applicant further stated that, in September 2016, the defendants again sought money towards case expenses, and on 19-09-2016 the plaintiff transferred Rs.1,00,000/- through RTGS to Defendant No.1, who issued a receipt. In total, the plaintiffs have paid Rs.64,00,000/- and are always ready and willing to pay the balance consideration of Rs.15,50,000/-. Despite repeated demands, the defendants avoided execution of the sale deed.

4(g). The applicant further stated that, with an intention to cheat and defraud the plaintiffs, the defendants issued a notice dated 19-01-2018 cancelling the registered agreement of sale dated 07-02-2013 on untenable grounds. The plaintiffs issued a reply notice, returned the demand draft sent by the defendants, and called upon them to execute the sale deed. Despite service of the reply, the defendants failed to comply. All three agreements relate to the same property in Sy. No. 658/1 between the same parties.

4(h). The applicant further stated that, after filing of the suit, the defendants filed their written statement and examination-in-chief through Defendant No.2, denying all agreements and receipts except the registered agreement dated 07-02-2013, which they admitted. The said registered agreement contains the signatures



and thumb impressions of all defendants. Defendant Nos. 1, 2, and 6 have also signed the written statement, vakalath, and caveat petitions. Since the defendants have denied execution of the disputed documents, comparison of admitted and disputed signatures and thumb impressions through scientific investigation is essential to prove the plaintiffs' case.

4(i). The applicant further stated that, the earlier application seeking such relief was rejected, and the plaintiffs filed W.P. No. 4596/2024, which was disposed of on 05-11-2025 granting liberty to file a fresh application after cross-examination of defendants' witnesses. The defendants' witness DW-1 was cross-examined and denied execution of the documents on behalf of all defendants, and his evidence concluded on 18-12-2024. The defendants have no further evidence and the matter is posted for arguments. As multiple documents containing several signatures and thumb impressions are involved, expert examination is necessary. No prejudice will be caused to the defendants if this application is allowed, whereas rejection would cause irreparable loss to the plaintiffs. Hence, The applicant prays that this application be allowed.

5. The Defendant Nos. 1, 2, and 6 have filed objections contending that the application filed by the plaintiff is not maintainable either in law or on facts and is therefore liable to be dismissed in limine. It is further



contended that the present suit is filed for specific performance based on two alleged unregistered agreements of sale, which require compulsory proof in accordance with Section 68 of the Indian Evidence Act. The Evidence Act prescribes the manner in which documents are required to be proved, and the same cannot be substituted by scientific examination. It is further contended that the defendants have led evidence by filing examination-in-chief of DW-1 and marking documents on their behalf. Since the said evidence has not been challenged by the plaintiff, it stands admitted, and on this ground alone the application is not maintainable.

5(a). The defendants further contend that disputed or denied documents must first be proved strictly in accordance with the provisions of the Evidence Act and that there is no scope for proving such documents through scientific examination. Mere proof of signature does not establish execution of an agreement of sale, as the law requires proof of execution with consensus ad idem, which cannot be established through scientific investigation. It is also contended that scientific examination is a weak form of evidence and that courts should exercise great caution while relying upon the opinion of handwriting experts, as such evidence is neither final nor conclusive under the Evidence Act. The plaintiff has already examined two witnesses, and the truth regarding the alleged agreements has been elicited through their evidence.



5(b). The defendants further contended that the disputed signatures pertain to the years 2010 and 2011, whereas the admitted signatures on vakalath, written statement, and caveat are of the year 2018. Due to the substantial time gap, scientific comparison is not feasible or reliable. It is further contended that appointment of a commissioner for scientific investigation arises only when the Court, upon consideration of the available evidence, forms an opinion that such investigation is necessary.

5(c). The defendants further contended that, in the present case, DW-1 has not been cross-examined, and his evidence remains unchallenged. If the Court is of the opinion that the matter can be adjudicated on the basis of existing material, there is no necessity for scientific investigation. In any event, the disputed documents must be independently proved as contemplated under the Evidence Act, as a scientific report is not conclusive.

5(d).The defendants further contended that the present application has been filed at the stage of arguments only to protract the proceedings and lacks merit from any angle. Therefore, Defendant Nos. 1, 2, and 6 humbly pray that this Hon'ble Court be pleased to dismiss the application with exemplary costs, in the interest of justice and equity. Hence, prays to dismiss the application.



6. Heard the arguments of both sides, the following points arise for consideration

1. Whether the plaintiff has established grounds for referring the disputed signatures and thumb impressions of Defendant Nos. 1 to 6 for scientific examination?

2. What order?

7. The answers to the above points are as follows

Point No.1 : In the **Affirmative**.

Point No.2 : As per the final order following;

-.:REASONS:-

8. **Points No.1** :- The plaintiff has filed the present application under Order XXVI Rule 10-A of the Code of Civil Procedure seeking appointment of a Court Commissioner for scientific examination of the disputed signatures and thumb impressions of Defendant Nos. 1 to 6 by comparing them with admitted signatures and thumb impressions.

9. It is an admitted fact that the defendants, except in respect of the registered agreement of sale dated 07-02-2013, have denied execution of the earlier agreements of sale, deeds of renewal, and receipts relied upon by the plaintiffs. It is also not in dispute that the registered agreement of sale dated 07-02-2013, vakalath, written statement, and caveat petitions contain admitted signatures and thumb impressions of the defendants.



10. *The contention of the defendants that the disputed documents must be proved only in accordance with the provisions of the Indian Evidence Act and not through scientific examination cannot be accepted in toto. Section 45 of the Indian Evidence Act expressly permits the Court to take the opinion of experts, including handwriting and fingerprint experts, as relevant evidence. Order XXVI Rule 10-A CPC empowers the Court to issue a commission for scientific investigation when such investigation is necessary or expedient for the purpose of elucidating the matter in dispute.*

11. *The Hon'ble High Court of Karnataka has consistently held that when execution of documents is specifically denied and comparison of signatures or thumb impressions is necessary for just adjudication, the Court is justified in referring the documents for expert opinion. Scientific examination does not replace proof under the Evidence Act, but assists the Court in appreciating the evidence on record.*

12. *In K. Narayana Rao v. K. Venkata Subbaiah, the Hon'ble High Court of Karnataka held that denial of signatures is a valid ground for seeking expert opinion and such an exercise aids the Court in arriving at a just conclusion. Similarly, in S. Rajanna v. S. Venkatesh, it was held that opinion of a handwriting expert, though not conclusive, is a relevant piece of evidence and refusal to obtain such opinion where execution is seriously disputed may result in failure of justice.*



13. The objection of the defendants that there is a time gap between the disputed and admitted signatures also cannot be a ground to reject the application outright. The effect of such time gap is a matter to be considered by the expert while giving opinion and by the Court while appreciating the evidence. It does not bar scientific examination altogether.

14. As regards the contention that DW-1's evidence has remained unchallenged, the records disclose that DW-1 has been cross-examined and has denied execution of the disputed documents on behalf of all defendants. After such denial, the burden lies on the plaintiffs to prove execution, and seeking scientific examination is one of the legally permissible modes to discharge that burden.

15. It is also relevant to note that the plaintiffs filed Writ Petition No. 4596/2024 before the Hon'ble High Court of Karnataka challenging the order on IA No. XII dated 25-01-2024 passed in OS No. 39/2018. The Hon'ble High Court, by its order dated 05-11-2025, disposed of the petition while granting liberty to the plaintiffs to file a fresh application for similar relief after cross-examination of the defendants' witnesses. The plaintiffs have complied with this direction, and therefore, the present application is maintainable.

16. The apprehension of the defendants that the application is filed to protract the proceedings is unfounded. On the contrary, scientific examination would assist the Court in effective adjudication and avoid



*multiplicity of proceedings. No serious prejudice would be caused to the defendants if the application is allowed, whereas denial of such opportunity would cause irreparable loss to the plaintiffs. Accordingly, this Court is of the considered view that the plaintiff has made out sufficient grounds for referring the disputed signatures and thumb impressions for scientific examination. Hence, this court answered Point No. 1 in the **Affirmative**.*

17. **Point No.2:-** *For the above said reasons and discussion, this court proceed to pass the following;-*

-.:ORDER:-

IA No. XV filed by the applicant/plaintiff under Order XXVI Rule 10-A CPC is allowed.

The Director, Government of Karnataka State Forensic Science Laboratory, Madiwala, Bengaluru, is appointed as Court Commissioner to conduct scientific examination of the disputed signatures and thumb impressions of Defendant Nos. 1 to 6 by comparing them with the admitted signatures and thumb impressions and to submit a report to this Court.

The cost of the expert Court Commissioner shall be borne by the plaintiff."

4. A perusal of the material on record will indicate that the Trial Court has correctly and properly considered and appreciated



the entire material on record and has enumerated the details of the admitted documents and the disputed documents and has come to the correct conclusion that comparison of the admitted signatures and LTMs of the defendants with their disputed signatures was relevant and necessary to elucidate and adjudicate upon the issues in controversy between the parties.

5. Under these circumstances, upon reconsideration, re-evaluation and re-appreciation of the entire material on record, I do not find any illegality or infirmity in the impugned order passed by the Trial Court allowing I.A.No.XV warranting interference by this Court in the present petition.

6. In the result, I pass the following:

ORDER

(i) The petition is hereby disposed of without interfering with the impugned order.

(ii) Liberty is reserved in favour of the parties to submit their respective memos of instructions before the Court Commissioner and also file objections, if any, to the Commissioner's report and examine / cross-examine, if they so desire.



(iii) Liberty is also reserved in favour of the parties to seek amendment of the their respective pleadings, if they so desire.

(iv) All rival contentions on all aspects of the matter including the report and evidence of the Court Commissioner are kept open and no opinion is expressed on the same.

**Sd/-
(S.R.KRISHNA KUMAR)
JUDGE**