

2025:PHHC:062594



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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CR-2852-2025

Date of Decision: 12.05.2025

LAKHVIR SINGH

.... PETITIONER

**Vs.**

SUKHWINDER SINGH

.... RESPONDENT

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**CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA**

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Present: - Mr. Akhil Dadwal, Advocate, for the petitioner.

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**DEEPAK GUPTA, J.**

Petitioner herein is the plaintiff before the learned Additional Civil Judge (Sr. Division), Dasuya in Civil Suit bearing CIS/281/2022 titled '*Lakhvir Singh Vs. Sukhwinder Singh*'. He is aggrieved by the order dated 21.04.2025 (*Annexure P8*), whereby the trial Court has allowed the application of the defendant (*respondent herein*) seeking permission to examine handwriting expert so as to compare the handwriting and signature of the plaintiff-petitioner on cancellation receipt dated 05.05.2022 (*Annexure P4*), with his admitted handwriting/signatures available on the judicial file.

2. Perusal of the paper-book would reveal that based upon an agreement dated 18.11.2021 (*Annexure P2*), plaintiff Lakhvir Singh i.e., petitioner herein sought decree for possession by way of specific performance of the suit property.

3. Stand of the defendant-respondent was that agreement in question was cancelled by way of cancellation receipt dated 05.05.2022 after returning earnest money of ₹8 lakh to the plaintiff.

4. As plaintiff denied his signature on the cancellation receipt, defendant moved application seeking permission for comparing the

disputed signature of the plaintiff on the cancellation receipt with his admitted signatures available on judicial file. Application has been allowed by way of the impugned order.

5. Assailing the order, it is contended by learned counsel that sample signature cannot be taken from the judicial file, particularly from the Xerox copy.

6. This Court does not find merit in the revision. As has been observed by the trial Court that the plaintiff has denied his signature on the cancellation receipt dated 05.05.2022 alleging the same to be fraudulent and fabrications, therefore, it was, found necessary to ascertain the validity of the document in question and so the evidence of handwriting expert was considered helpful to decide the case in effective and justified manner.

7. This Court does not find any illegality or perversity in the aforesaid order, particularly when plaintiff himself denied his signature on the cancellation receipt dated 05.05.2022 and alleged the same to be based on fraud, and fabricated. It has not been disputed by counsel for the petitioner-plaintiff that signature of the plaintiff available on plaint, vakalatnama and affidavit etc., are his admitted signatures and so, the disputed signature on the cancellation receipt can be compared with those signatures.

8. As such, holding the present petition to be devoid of any merit, the same is hereby dismissed, as the disputed signature of the plaintiff can be got compared with his admitted signatures available on the judicial record.

**12.05.2025**  
*Vivek*

**(DEEPAK GUPTA)**  
**JUDGE**

*Whether speaking/reasoned?*  
*Whether reportable?*

**Yes**  
**Yes**