



CR No. 5696 of 2025 (O&M) -1-

123 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR No. 5696 of 2025 (O&M)
DATE OF DECISION: 25.08.2025

VARINDER PAL SINGH

.....PETITIONER

Vs.

VINOD KUMAR AND OTHERS

.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE AMARINDER SINGH GREWAL

Present: Mr. Baltej Singh Sidhu, Senior Advocate, with
Mr. Chandan Singh, Mr. Robin Singh Bhullar and
Mr. Divij Datt, Advocates,
for the petitioner.

AMARINDER SINGH GREWAL, J.

1. Prayer in the present Civil Revision Petition, filed under Article 227 of the Constitution of India, is for setting aside the impugned order dated 04.08.2025 (Annexure P-13), passed by the learned Civil Judge (Junior Division), Chandigarh, in Civil Suit No. CS CJ/2065/2016, titled *Varinder Pal Singh vs. Vinod Kumar and others*, whereby the application filed by the petitioner-plaintiff seeking permission to examine a Handwriting Expert in rebuttal evidence and further to permit the said Expert to take photographs of the admitted signatures as well as the signatures on the settlement dated 02.07.2013 (Annexure P-2), already exhibited on the case file, has been dismissed.

2. Brief facts of the case are that the petitioner-plaintiff, Varinder Pal Singh, son of Joginder Singh, has filed a suit for recovery of Rs.10,88,000/-, i.e. a sum of Rs. 8,00,000/- as principal amount and Rs.



CR No. 5696 of 2025 (O&M) -2-

2,88,000/- as interest calculated @ 12% per annum w.e.f. 01.12.2013 till the date of filing of the suit, along with future interest @ 12% per annum till its realization, on the basis of oral and documentary evidence, against the respondents-defendants Vinod Kumar and others.

2.1 It is submitted that the petitioner-plaintiff is a retired Government servant. The petitioner-plaintiff became a sufferer at the hands of respondents-defendants No. 1 to 3, who, with their joint acts, retained the suit amount of the plaintiff and deprived him of his own funds, which they refused to return. The said amount was extracted by the defendants from the plaintiff by giving false promises and assurances, and by their joint acts and conspiracy. The defendants forged and fabricated documents and misappropriated the same in order to fulfil their evil designs and motives.

2.2 Defendant No. 2, Karamveer Walia, was previously known to the plaintiff and introduced defendant No. 1 to him. Defendant No. 1 claimed to be a property dealer who could help the plaintiff invest funds in profitable deals. Both defendants No. 1 and 2 started frequently visiting the house of the plaintiff. Thereafter, defendants No. 1 and 2 convinced the plaintiff that they had a good property deal in Village Gnaura, Tehsil Bilaspur, District Yamuna Nagar (Haryana). They further stated that defendant No. 4, Sanjeev Kumar, held the full payment agreement of the property. They claimed that if the plaintiff invested, he would earn substantial profits. It is also stated that defendant No. 3, Dharamvir, had agreed to purchase the land.

2.3 On account of this inducement, the plaintiff invested his



retirement funds for purchasing 29 kanals and 6 marlas of land, out of a total of 87 kanals, situated in Village Gnaura, Tehsil Bilaspur, District Yamuna Nagar, from defendant No. 4, Sanjeev Kumar. The defendants told the plaintiff that the agreement to sell should be executed in the name of the plaintiff along with defendant No. 2, Karamveer Walia, so that the property could thereafter be disposed of by them after purchase, by securing huge profits.

2.4 A token amount of Rs. 90,000/- was paid by the plaintiff as advance money on 15.07.2011, and it was agreed that the remaining earnest money would be paid at the time of execution of the agreement to sell (*Ikrarnama*) in favour of the plaintiff along with defendant No. 2, Karamveer Walia. Accordingly, an agreement to sell was executed on 25.07.2011 with defendant No. 4, Sanjeev Kumar, for the purchase of land, wherein the consideration was settled at Rs. 8,10,000/- per acre. The plaintiff thereafter paid a sum of Rs. 14,10,000/-, in addition to Rs. 90,000/- already paid by him to defendant No. 2. Thus, a total sum of Rs. 15,00,000/- was paid by the plaintiff to the said defendants under the said agreement.

2.5 The plaintiff had never doubted the intentions of the defendants. He then issued a post-dated cheque for Rs. 2,00,000/-, dated 20.11.2011, to defendant No. 1, Vinod Kumar, on behalf of defendant No. 4, Sanjeev Kumar. Thereafter, the defendants could not sell the property to anyone else, and the last date for registration was fixed as 11.10.2011. The defendants asked the plaintiff to arrange more money to secure an extension of this date. Accordingly, the plaintiff paid a further sum of



CR No. 5696 of 2025 (O&M) -4-

Rs. 6,00,000/- to defendant No. 4, Sanjeev Kumar, as part payment on 08.10.2011 towards the purchase of the aforesaid land.

2.6 The agreement was prepared and executed after receiving the total amount of Rs. 21,00,000/-. However, defendant No. 1 failed to return the cheque (as agreed within two or three days) and also did not provide the photocopy of the full payment agreement. Due to these circumstances, and the non-return of the cheque, the plaintiff issued instructions to his banker, State Bank of Patiala, Chandigarh, on 20.10.2011, to stop the payment of the aforesaid post-dated cheque dated 20.11.2011, which had been issued to defendant No. 1, Vinod Kumar, on behalf of defendant No. 4, Sanjeev Kumar.

2.7 On the basis of this deal and the assurances given by the defendants, the plaintiff agreed to execute a sale agreement on 28.01.2012 with defendant No. 3, Dharamvir, who agreed to purchase the property for Rs. 22,00,000/-. Out of the said amount, Rs. 14,00,000/- were paid to the plaintiff. On 03.07.2012, the date for final bargain with defendant No. 3, Dharamvir, was extended up to 30.08.2013, and he agreed to pay the balance sum of Rs. 8,00,000/- at the time of finalization of the deal.

2.8 Thereafter, the plaintiff repeatedly demanded the remaining sum of Rs. 8,00,000/- from the defendants, but they continued to make one excuse or the other. Even though a settlement took place on 02.07.2013, the defendants still did not pay the said amount.

2.9 Thus, on the basis of the aforesaid facts, the present suit came to be filed before the learned lower Court.



2.10 Written statement was also filed by defendants No. 1 to 4. Taking up the preliminary objections, it was pleaded that the suit is not maintainable, is barred by limitation, that the plaintiff has not approached the Court with clean hands and has suppressed material facts, that the suit is without any cause of action, and that the Court has no jurisdiction to entertain the same.

2.11 From the pleadings of the parties, the following nine issues were framed, which are as under:—

1. Whether the plaintiff is entitled to decree for the recovery of Rs. 10,88,000/-from the defendants alongwith interest @ 12% PA as prayed for? OPP
2. Whether the present suit is not maintainable? OPD
3. Whether the present suit is time barred? OPD
4. Whether the plaintiff is estopped by his own Act and Conduct from the filing of present suit? OPD
5. Whether the plaintiff has not come to the court with clean hands and suppressed the material facts from this Court? OPD
6. Whether the plaintiff has not come to the court with clean hands and suppressed the material facts from this Court? OPD
7. Whether the present suit has been filed by the plaintiff with malafide intentions?
8. Whether this Court has not territorial Jurisdiction to entertain the present suit (OPD)
9. Relief.

2.12 Further, the interim order dated 06.07.2023 (Annexure P-8) reveals that no PWs were present despite the grant of a last opportunity. It



was observed in the said order that a perusal of the case file shows that issues in this case were framed on 11.10.2017 and, despite availing numerous opportunities over a period of six years, the plaintiff failed to conclude his evidence. It was further noted that on 25.11.2022, a list of witnesses was filed by the plaintiff, and counsel for the plaintiff had stated that only one opportunity be granted to examine the witness. Accordingly, one opportunity was granted to the counsel for the plaintiff to examine the witnesses. However, since the plaintiff failed to conclude his entire evidence despite availing numerous last and final opportunities, it was held that no justification was made out for further adjourning the matter for plaintiff's evidence, and the evidence of the plaintiff was closed by order. Thereafter, the case was fixed for the evidence of the defendants.

2.13 The defendants examined three witnesses. Subsequently, on 04.09.2024 (Annexure P-11), an application was filed by the plaintiff seeking permission to appoint a handwriting expert in rebuttal evidence, with a request to permit the expert to take photographs of the admitted signatures as well as the signatures on the settlement dated 02.07.2013 (Annexure P-2), which had already been exhibited in the case file, for the purpose of comparison of the signatures of the defendants.

2.14 Reply was filed by the defendants. The learned Civil Judge (Junior Division), Chandigarh, after hearing learned counsel for the respective parties, dismissed the application vide order dated 04.08.2025 (Annexure P-13), which is the order under challenge.

3. Learned Senior Counsel for the petitioner submitted that the case is based upon documentary evidence, and the documents are required



to be proved through handwriting and fingerprint experts. It was contended that the learned lower Court failed to appreciate this fact and proceeded to dismiss the application without considering the material aspects of the case.

4. It is further submitted that it is only the handwriting and fingerprint expert who can reveal the truth with respect to the settlement dated 02.07.2013 (Annexure P-2), as the defendants have intentionally and wilfully denied their signatures thereupon, despite the production of the original document during their cross-examination. Accordingly, it is prayed that the order dated 04.08.2025 (Annexure P-13) be set aside and the application for examining the handwriting and fingerprint expert be allowed.

5. I have heard learned Senior Counsel for the revisionist-petitioner and perused the paper-book.

6. In view of the order proposed to be passed, notice is not being issued to the respondents as it would delay the proceedings besides entailing additional expense to the respondents.

7. After hearing the submissions, as noticed above, nine issues were framed by the learned Civil Judge (Junior Division), Chandigarh, on 11.10.2017 (Annexure P-4). The petitioner was thereafter granted numerous opportunities, including last and final opportunities, but failed to conclude his evidence. Consequently, his evidence was closed by Court order dated 06.07.2023 (Annexure P-8). This order was never challenged by the petitioner before any Court.

8. In these circumstances, the question arises as to why the order dated 06.07.2023 (Annexure P-8), vide which the evidence of the petitioner



was closed, was not challenged. The same amounts to waiver of the right. Therefore, the subsequent application for appointment of a handwriting and fingerprint expert in rebuttal clearly indicates that the petitioner now seeks to make a backdoor entry by examining such a witness, though the said witness ought to have been examined when the plaintiff was leading his evidence.

9. Thus, this Court is of the considered view that the learned Court below rightly appreciated the above facts and correctly held that the plaintiff had availed numerous opportunities and was well aware of the factual position. Therefore, the Court below has rightly dismissed the application.

10. Accordingly, this Court finds no merit in the prayer for setting aside the order dated 04.08.2025 (Annexure P-13), passed by the learned Civil Judge (Junior Division), Chandigarh. Finding no illegality in the said order, the present revision petition, being devoid of merit, is hereby dismissed.

11. Pending miscellaneous application(s), if any, shall also stand disposed of.

AUGUST 25, 2025
nitin

(AMARINDER SINGH GREWAL)
JUDGE

Whether Speaking	Yes/No
Whether Reportable	Yes/No