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Kannadasan and Another Vs. Mani

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Court : Chennai Madurai

Decided On : Sep-30-2016

Judge : D. Krishnakumar

Appeal No. : C.R.P(PD)(MD)Nos. 2001 & 2002 of 2016 & C.M.P(MD)Nos. 9396 & 9397 of 2016

Appellant : Kannadasan and Another

Respondent : Mani

Judgement :

(Common Prayer: Civil Revision Petitions filed under Article 227 of the Constitution of India, praying this Court to set aside the fair and decretal orders made in I.A.Nos.101 and 102 of 2015 in O.S.No.125 of 2012, dated 10.2.2016, on the file of Sub-Court, Ambasamudram.)

1. These revisions have been filed seeking for a direction to set aside the fair and decretal orders made in I.A.Nos.101 and 102 of 2015 in O.S.No.125 of 2012, dated 10.2.2016, on the file of Sub-Court, Ambasamudram.

2. Heard the learned counsel for the Petitioner and perused the materials available on record.

3. The respondent herein, who is the brother of the first Petitioner filed a suit in O.S.No.125 of 2012, on the file of Sub-Court, Ambasamudram against the first

petitioner herein/defendant for recovery of a sum of Rs.1,76,000/- based on the promissory note, dated 1.3.2012.

4. The Petitioners herein/defendants filed a written statement denying the execution of promissory note and loan transaction. Therefore in the written statement they have disputed the signature found in the suit promissory note.

5. According to the Petitioners, even in the written statement itself has denied the execution of promissory note and loan transaction and they never borrowed any money from the respondent. The Petitioners filed I.A.No.101 of 2015 to get an order from handwriting expert as to the disputed signatures of the suit promissory note with the admitted signatures found in the Savings Account Pass book/related documents available with the Indian Overseas Bank, Kallidaikurichi Branch and filed another application in I.A.No.102 of 2015 to get an order to send for the documents namly Savings Bank Account in Indian Bank, Kallidaikurichi. The above said I.As were posted for enquiry on 1.7.2015, 31.7.2015, 25.8.2015, 28.8.2015, 8.9.2015, 18.9.2015, 30.9.2015, 14.10.2015, 19.11.2015, 14.12.2015 and 11.1.2016. Prior to the suit taken up for trial and P.W.1 to P.W.3 were examined and the case was posted for defense side examination, the present applications were filed by the Petitioners. The Petitioners have not taken steps to file the present applications at the earlier stage of the suit. A perusal of the records would show that the Petitioners were not diligent enough to file these applications at the earliest point of time. However the applications filed by the Petitioners has been adjourned from to time to drag on the proceedings. Further it is seen from the records that the Petitioners did not produce any document regarding the admitted signatures to compare with the disputed signature. Further the Petitioners have filed these applications belatedly. However, the Petitioners being defendants in the suit and the Petitioners have already disputed the signatures in the written statement itself, on the basis of the oral and documentary evidence, the parties concerned can establish before the trial Court with regard to the genuineness of the promissory note executed by the revision petitioners. Hence at this stage, this Court does not want to make any interference in the orders passed by the Court below and thus the revision Petitions fails.

6. Accordingly, the Civil Revision Petitions are dismissed. Consequently, connected Miscellaneous Petitions are dismissed. No costs.

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