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2026:AHC:157254

HIGH COURT OF JUDICATURE AT ALLAHABAD

MATTERS UNDER ARTICLE 227 No. - 3845 of 2026

Udayveer Singh

…..Petitioner(s)

Versus

Rent Tribunal and 2 others

…..Respondent(s)

Counsel for Petitioner(s)	:	Jahar Singh (kashyap), Stuti Singh
Counsel for Respondent(s)	:	C.S.C., Prem Chandra, Sudhanshu Kumar

AFR
Court No. - 35

HON'BLE DR. YOGENDRA KUMAR SRIVASTAVA, J.

Heard Sri Ram Lakhan Kashyap, learned Advocate holding brief of Sri Jahar Singh (Kashyap), learned counsel for the petitioner and Sri Swapnil Kumar, learned Senior Counsel assisted by Sri Sudhanshu Kumar, learned counsel appearing for the respondent.

2. The present petition under Article 227 of the Constitution of India questions the legality of the order dated 20.11.2025 passed by the Rent Authority, Etah in Rent Case No.629 of 2024 instituted under Section 21(2) of the Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021, as affirmed by the judgment and order dated 07.01.2026 passed by the District Judge/Rent Tribunal, Etah in Misc. Appeal (RCA)-Nil of 2026. By the aforesaid orders, the petitioner's application seeking examination by a handwriting expert of the disputed signatures appearing on a photocopy of the alleged rent agreement dated

22.09.2005, by comparison with the admitted signatures of late Ansar Hussain, predecessor-in-interest of respondent, has been rejected.

3. The controversy is narrow, but it raises an issue of evidentiary reliability of considerable importance. The principal question that arises for consideration is whether disputed signatures appearing on a photocopy of an alleged rent agreement can legitimately be referred for scientific examination by a handwriting expert in the absence of the original document.

4. The petitioner's case, in brief, is that a rent agreement dated 22.09.2005, which was subsequently notarized on 16.12.2005, was executed between him and late Ansar Hussain in respect of the shop in dispute. It is asserted that, pursuant thereto, the petitioner entered into possession of the premises, established his tailoring business therein, and has continued to occupy the premises as a tenant upon payment of rent in terms of the said agreement.

5. The respondent instituted proceedings before the Rent Authority on 29.04.2024 under Section 21(2) of the Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021, seeking eviction of the petitioner from the shop in dispute. The proceedings were registered as Rent Case No.629 of 2024. In his written statement, the petitioner relied upon the aforesaid rent agreement and pleaded that the signatures appearing thereon were those of late Ansar Hussain, the predecessor-in-interest of the respondent. On that basis, it was contended that the provision under sub-sections (3) and (6) of Section 4 of the Act, 2021 were inapplicable to the facts of the case.

6. During the pendency of the proceedings, the petitioner moved an application praying that the disputed signatures appearing on the photocopy of the alleged rent agreement be referred to a handwriting expert for comparison with the admitted signatures of late Ansar Hussain available on the rent receipts and other admitted documents.

7. The Rent Authority rejected the application principally on the ground that the original rent agreement had not been produced and that

the proposed comparison was sought to be undertaken solely on the basis of a photocopy. It held that, in the absence of the original document, no useful purpose would be served by referring the disputed signatures for scientific examination by a handwriting expert.

8. Aggrieved thereby, the petitioner preferred an appeal before the Rent Tribunal. By the impugned judgment dated 07.01.2026, the Tribunal affirmed the order of the Rent Authority, holding that an expert opinion founded upon a photocopy could not furnish dependable scientific assistance for adjudication. The Tribunal further noticed the respondents' objection regarding the admissibility of the alleged rent agreement under Section 35 of the Indian Stamp Act, 1899 and found no ground warranting interference with the order passed by the Rent Authority.

9. Learned counsel for the petitioner submits that the authorities below have committed manifest illegality in rejecting the application seeking examination by a handwriting expert. It is contended that the respondent, while deposing before the Rent Authority, admitted that he was acquainted with and could identify the signatures of his deceased father, late Ansar Hussain. He is also stated to have admitted the initial rate of rent and the agreed mode of its enhancement. In view of these admissions, it is urged that there existed sufficient foundational material to justify comparison of the disputed signatures appearing on the alleged rent agreement with the admitted signatures of late Ansar Hussain available on the rent receipts. It is, therefore, submitted that denial of such opportunity has caused serious prejudice to the petitioner and has resulted in failure of justice.

10. *Per contra*, learned Senior Counsel appearing for the respondent supports the impugned orders and submits that no interference is warranted in exercise of the supervisory jurisdiction under Article 227 of the Constitution. As a preliminary objection, it is contended that the appeal preferred against the order of the Rent Authority itself was not maintainable, the order under challenge being purely interlocutory in

nature. On merits, it is submitted that scientific comparison of handwriting or signatures cannot ordinarily be undertaken on the basis of a mere photocopy, since the original characteristics of the writing, including line quality, pen pressure, ink flow, stroke formation and other microscopic features essential for forensic examination, are not preserved in such a reproduction. Reliance in this regard has been placed upon the decision of the Andhra Pradesh High Court in **T. Lakshmi v. State of Andhra Pradesh**[1].

11. It is further submitted that the *factum* of tenancy is not in dispute and, therefore, no material prejudice would be caused to the petitioner by refusal of the prayer for expert examination. It is also contended that the alleged rent agreement is neither registered nor duly stamped and is consequently confronted with objections regarding its admissibility under Section 35 of the Indian Stamp Act, 1899 and Section 49 of the Registration Act, 1908 read with Section 107 of the Transfer of Property Act, 1882. According to the respondents, directing expert examination of a document suffering from such foundational infirmities would be an exercise in futility.

12. The controversy lies in a narrow compass; nevertheless, it raises an issue of evidentiary reliability of considerable significance. The principal question that falls for consideration is whether disputed signatures appearing on a photocopy of an alleged rent agreement constitute a proper foundation for seeking examination by a handwriting expert in the absence of the original document, which alone preserves the characteristics necessary for a meaningful scientific comparison.

13. It is trite that the opinion of a handwriting expert is a relevant fact under the law of evidence. Equally well settled, however, is the principle that such opinion is merely advisory in character and does not conclude the issue. The Court is not bound by the opinion of the expert, which is only one piece of evidence to be evaluated in conjunction with the entire material available on record. In **Murari Lal v. State of Madhya Pradesh**[2],

1 Writ Petition No.24159 of 2016, decided on 12 November, 2021
2 (1980) 1 SCC 704

the Supreme Court reiterated that expert evidence is intended to assist the Court and not to supplant its judicial function.

14. The aforesaid principle necessarily proceeds on the assumption that the material forwarded for examination is itself capable of scientific scrutiny. A handwriting expert does not merely compare the visual appearance of letters or signatures. The exercise ordinarily involves examination of line quality, pen pressure, rhythm, speed, natural variations, pen lifts, retouching, ink flow and other microscopic characteristics which are ordinarily discernible only from the original writing. A photocopy merely reproduces the visual image of a document and inevitably obliterates these intrinsic forensic features. Consequently, an opinion founded solely upon a photocopy is inherently less dependable than one based upon the original document.

15. The objection in the present case is, therefore, not merely technical but goes to the very reliability of the proposed exercise. If an expert is required to compare disputed signatures appearing on a photocopy with admitted signatures available on original documents, he is deprived of the very *indicia* which render handwriting examination scientifically meaningful. The risk of distortion, blurring, reduction, shadowing and loss of pressure marks inherent in a photocopy renders the exercise incapable of yielding dependable forensic assistance. In **T. Lakshmi v. State of Andhra Pradesh**, the Andhra Pradesh High Court observed that comparison of a disputed signature appearing on a photocopy with original signatures is susceptible to mechanical error and defective reproduction. The principle emerging therefrom is that the Court is not required to direct an expert examination where the material itself is inherently unsuitable for reliable scientific comparison.

16. The position assumes greater significance in the facts of the present case where the alleged rent agreement is available only in the form of a photocopy. The petitioner's own case is that the original remained with late Ansar Hussain. The document sought to be examined is, therefore, merely a secondary reproduction. In such circumstances,

the Rent Authority cannot be faulted for concluding that the proposed exercise would not materially assist the adjudicatory process.

17. The petitioner has placed considerable reliance upon the alleged admissions made by the respondent, during his deposition, namely, that he could identify the signatures of his deceased father and had admitted the initial rate of rent together with the agreed mode of its enhancement. Those assertions, even if accepted at face value, do not alter the legal position. Admissions undoubtedly constitute relevant evidence, but they do not confer upon a party an indefeasible right to seek expert examination of a document which is unavailable in its original form. Whether a document should be referred for forensic examination depends upon its intrinsic evidentiary worth and the feasibility of obtaining reliable scientific assistance. Collateral admissions cannot improve the forensic reliability of a secondary reproduction.

18. The Rent Tribunal has also noticed the objection regarding the admissibility of the alleged rent agreement under Section 35 of the Indian Stamp Act, 1899. This Court refrains from expressing any final opinion on that question, which shall be determined at the appropriate stage in accordance with law. Nevertheless, where the document is not only unavailable in its original form but is also confronted with an objection regarding its admissibility, the authorities below cannot be said to have acted unreasonably in declining to direct an expert examination. In **Bidyut Sarkar v. Kanchilal Pal**[3], the Supreme Court reiterated the legal consequences flowing from statutory defects affecting the enforceability of documents under the Stamp Act.

19. The contention that the respondent had admitted certain terms relating to the rent or had stated that he could identify the signatures of his deceased father also does not carry the matter any further. Such statements are matters of evidence whose probative value shall be assessed by the Rent Authority while adjudicating the proceedings on merits. They cannot compel the Court to direct an expert examination

3 2024 SCC Online SC 2603

which is otherwise rendered impracticable by the non-production of the original document.

20. It is true that some decisions have recognised that, in exceptional cases, an expert may express an opinion on the basis of a clear photocopy. Those authorities, however, do not lay down a rule that every disputed photocopy must invariably be referred for forensic examination. The decisive consideration remains whether the material proposed to be examined is capable of furnishing dependable scientific assistance. That assessment lies within the judicial discretion of the Court concerned. In the facts of the present case, the discretion exercised by the authorities below neither suffers from perversity nor discloses any jurisdictional error warranting interference under Article 227 of the Constitution.

21. The limits of the supervisory jurisdiction of this Court under Article 227 of the Constitution also deserve emphasis. The jurisdiction is supervisory and not appellate. This Court does not reappreciate the evidence or substitute its own view merely because another view may also be possible. Interference is warranted only where the subordinate court or tribunal has acted without jurisdiction, has failed to exercise jurisdiction vested in it, or where the impugned order suffers from patent illegality, manifest perversity or has occasioned a grave miscarriage of justice.

22. Tested on the aforesaid touchstone, the impugned orders disclose no such infirmity. The Rent Authority declined the petitioner's application principally because the original rent agreement had not been produced and the proposed comparison was sought to be undertaken solely on the basis of a photocopy. The Rent Tribunal affirmed that view while also noticing the objection regarding the admissibility of the document under the Indian Stamp Act, 1899. These are manifestly relevant considerations bearing directly upon the feasibility and evidentiary worth of the proposed expert examination. Neither authority ignored any material circumstance nor took into account any irrelevant consideration. The discretion exercised by them is informed by sound

legal principles and does not suffer from any jurisdictional error warranting interference under Article 227 of the Constitution.

23. Significantly, rejection of the application seeking expert opinion does not foreclose the petitioner's right to establish the existence of the alleged tenancy or the terms thereof through other legally admissible evidence. The petitioner remains at liberty to rely upon rent receipts, oral evidence or any other admissible documentary material available on record. The impugned orders merely decline one particular mode of proof which, in the facts and circumstances of the present case, has been found incapable of yielding reliable evidentiary assistance.

24. The contention advanced on behalf of the petitioner that the respondent had admitted certain terms relating to the rent or had stated that he could identify the signatures of his deceased father also does not carry the matter any further. Such statements constitute matters of evidence whose probative value shall fall for consideration by the Rent Authority while deciding the proceedings on merits. They cannot, by themselves, confer upon the petitioner a right to seek expert examination of a document where the foundational requirement for such an exercise, namely production of the original document, is absent. No amount of admissions can dispense with the foundational requirement that the material proposed for forensic examination must itself be capable of reliable scientific scrutiny. An expert opinion cannot be directed merely to undertake a speculative exercise or to overcome the inherent limitations arising from examination of a photocopy of a disputed document.

25. For the reasons recorded hereinabove, this Court is satisfied that the Rent Authority, as affirmed by the Rent Tribunal, exercised its discretion upon relevant and germane considerations. The impugned orders neither suffer from any jurisdictional infirmity nor disclose any patent illegality, manifest perversity or failure of justice warranting interference in exercise of the supervisory jurisdiction of this Court under Article 227 of the Constitution of India.

26. The petition, being devoid of merit, is, accordingly, **dismissed**.

27. There shall be no order as to costs.

(Dr. Yogendra Kumar Srivastava,J.)

July 29, 2026
RKK/-

Digitally signed by :-
RAJ KUMAR KANNAUJIA
High Court of Judicature at Allahabad