



IN THE HIGH COURT OF MADHYA PRADESH
AT JABALPUR

BEFORE

HON'BLE SHRI JUSTICE VIVEK RUSIA

&

HON'BLE SHRI JUSTICE PRADEEP MITTAL

ON THE 23rd OF FEBRUARY, 2026

MISC. PETITION No. 563 of 2026

SOUTH EASTERN COAL FIELDS LTD

Versus

M/S TIRUPATI CPNSTRUCTIONS

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Appearance:

Shri Anoop Nair, Senior Advocate with Shri Rajas Pohankar,
Advocate for petitioner.

Shri Naman Nagrath, Senior Advocate with Shri Shreyas
Dharmadhikari and Shri Teerthesh Bharilya, Advocates for
respondent/Caveator.

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ORDER

Per. Justice Pradeep Mittal

The petitioner has filed this petition under article 227 of the
Constitution of India claiming the quashment of order dated 20.01.2026
(Annexure P/1) passed in Ex. case no. AB/14 of 2025 by 24th ADJ
Commercial Court Jabalpur MP whereby its application dated
15.12.2025 for calling Expert Opinion of Signature Expert has been
rejected.

2. Fact of the case in short are that the Mr. Rajendra Singhania is



the sole proprietor of M/s Tirupati Constructions. An award was passed in favour of M/s Tirupati Constructions and against the petitioner. An Arbitration Case No. 03 of 2004 had been filed by the petitioner. The present execution proceedings were filed by Mr. Padam Kumar Singhania claiming himself to be the proprietor of the same firm, without disclosing or explaining how he became the proprietor of M/s Tirupati Constructions. Mr. Padam Kumar Singhania filed execution proceedings before the Commercial Court, Jabalpur, along with photocopies of a partnership deed dated 07.02.2002, dissolution deed dated 01.04.2007, new partnership deed dated 01.04.2008, amendment deeds dated 13.08.2012 and 01.04.2017, and dissolution deed dated 01.04.2024. In the execution application, it was averred that a partnership was initially formed on 07.02.2002 between Mr. Rajendra Singhania and Mr. Padam Kumar Singhania by taking over the existing business of M/s Tirupati Constructions. That the firm was dissolved on 01.04.2007. That a new partnership was constituted on 01.04.2008 and subsequently amended in 2012 and 2017 and that the firm was finally dissolved on 01.04.2024, after which Mr. Padam Kumar Singhania became the sole proprietor and claimed locus and authority to execute the award dated 15.08.2003. The petitioner filed detailed objections under Section 47 of the CPC, inter alia contending that the arbitral award dated 15.08.2003 was passed in favour of M/s Tirupati Constructions through its sole proprietor, Mr. Rajendra Singhania. The petitioner



submitted that the statement made in paragraph 16 of the execution application, alleging that a partnership firm was constituted on 07.02.2002 between Mr. Rajendra Singhania and Mr. Padam Kumar Singhania, is false and contrary to record. It was pointed out that Mr. Rajendra Singhania had earlier filed Execution Application dated 05.11.2004 before the District Court, Shahdol, for execution of the same award, verifying himself as the sole proprietor of M/s Tirupati Constructions.

3. Considering the objections, Executing Court proceeded to enquire into the matter and recorded the statement of Mr. Padam Kumar Singhania PW-1 and exhibited Partnership Deed dated 07.02.2002. Statement of Mr. Rajendra Singhania PW-2 was also recorded. In his examination-in-chief, PW-2 stated that pursuant to a family settlement in 2007, all rights and liabilities of M/s Tirupati Constructions were transferred to Mr. Padam Kumar Singhania.

4. The petitioner filed an application dated 15.12.2025 (Annexure P/7) before the Executing Court, seeking examination of the disputed signatures by a handwriting expert. The petitioner noticed that during his examination, Mr. Rajendra Singhania appended his signatures before the learned Executing Court. Upon comparison of those signatures with the signatures appearing on the alleged Partnership Deed dated 07.02.2002, the petitioner observed apparent discrepancies. In view of the visible differences between the signatures, the petitioner considered it necessary



to obtain an expert opinion. However, the learned Executing Court erred in rejecting the petitioner's application without properly considering the provisions of Section 39 of the Bharatiya Sakshya Adhiniyam, 2023. The said provision clearly stipulates that when the Court has to form an opinion regarding the identity of handwriting or signature, the opinion of a person specially skilled in such matters is a relevant fact. Therefore, obtaining an expert opinion was both necessary and relevant for determining the authenticity and admissibility of the Partnership Deed dated 07.02.2002, which forms the very basis of the respondent's locus standi to initiate the execution proceedings. It is further submitted that the learned Executing Court failed to consider Section 65 of the Bharatiya Sakshya Adhiniyam, 2023, which mandates that where a document is alleged to have been signed or written by a person, the signature or handwriting must be proved to be that of such person. It is also submitted that the learned Executing Court rejected the petitioner's application on the technical ground that it was not properly constituted.

Heard the learned counsel for the parties at length and perused the record.

5. From the material available on record, it is evident that the execution proceedings have been initiated by Mr. Padam Kumar Singhania on the basis of the alleged Partnership Deed dated 07.02.2002, claiming authority and locus to execute the arbitral award dated 15.08.2003. The award was admittedly passed in favour of M/s Tirupati



Constructions through its sole proprietor, Mr. Rajendra Singhanian. Earlier execution proceedings in respect of the same award were also filed by Mr. Rajendra Singhanian describing himself as sole proprietor.

6. It is not disputed that Mr. Padam Kumar Singhanian and Mr. Rajendra Singhanian are real brothers. There is also no dispute regarding the change in the character of the firm. Both of them have admitted their signatures on the Partnership Deed. The petitioner has no right to challenge any inter se dispute between Mr. Padam Kumar Singhanian and Mr. Rajendra Singhanian. As per the record, there is no dispute between the two brothers, and Mr. Rajendra Singhanian, in his statement before the Court, has authorized Mr. Padam Kumar Singhanian to recover the amount under the impugned award. The Partnership Deed was executed approximately twenty years ago; therefore, some discrepancy between the signatures appearing on the said deed and the present signatures is a normal phenomenon and cannot, by itself, be a ground for suspicion. In the present case, when the executant of the document himself has not disputed his signature, there is no requirement for examination by a handwriting expert.

7. The learned Commercial Court has recorded all reasonable grounds for rejection of the application. The grounds taken by the petitioner for challenging the order are not tenable, as the executant has not disputed his signatures, and the petitioner has no right to challenge the Partnership Deed. The petitioner is liable to pay the decretal amount



to M/s Tirupati Constructions. At present, Mr. Padam Kumar Singhania is the sole proprietor of the firm, and the erstwhile proprietor, Mr. Rajendra Singhania, has acknowledged and approved his proprietorship and has also authorized him to recover the decretal amount in favour of M/s Tirupati Constructions.

8. The Commercial Court has observed in its order that, as per Section 58 of the Evidence Act, facts once admitted need not be proved. By not disputing the signatures of Mr. Rajendra Singhania, the petitioner is deemed to have admitted the execution and validity of the Partnership Deed. The Partnership Deed (2002) was executed between Mr. Rajendra Singhania and Mr. Padam Kumar Singhania. Both appeared before the Court and gave statements on oath; no objection was raised at that time. The petitioner is now attempting to delay execution proceedings. Under Section 47 of the CPC, disputes related to execution are determined by the Executing Court and cannot be used to re-open settled issues. The arbitral award is over two decades old and has been upheld by the Hon'ble Apex Court. The petitioner's delaying tactics violate the spirit of Order XXI CPC, which mandates expeditious execution. Mr. Rajendra Singhania confirmed on 28.07.2025 (Examination-in-Chief) and 27.09.2025 (Cross-Examination) that M/s Tirupati Constructions now belongs to Mr. Padam Kumar Singhania, who is authorized to file execution proceedings. No objections were raised by the petitioner at that time. Arguments by the respondent concluded on 12.12.2025. The



petitioner did not raise any issues earlier, and the present application is a deliberate attempt to delay execution. I.A. No. 04 of 2025 is an abuse of process, filed at the final stage of arguments to delay execution. Execution proceedings are not for re-adjudication of settled matters. Courts have consistently held that execution courts cannot allow applications that frustrate or indefinitely delay enforcement of valid decrees. Execution cases should ideally be decided within six months; much more time has already passed.

9. The petitioner has raised a frivolous objection before the Executing Court with the intention of restraining the respondent from enjoying the fruits of the award dated 15.08.2003, which was passed by the learned Arbitrator in respect of the dispute between the parties. The petitioner had earlier challenged the said award before the District Court, Shahdol, in Arbitration Case No. 03/2004. The order passed in Arbitration Case No. 03/2004 was further challenged before this Court in M.A. No. 2675/2004. By order dated 06.05.2024, the appeal preferred by the petitioner was dismissed. Being aggrieved by the said order, the petitioner filed SLP No. (C) Diary No. 27080/2024 before the Hon'ble Supreme Court, which was also dismissed vide order dated 27.08.2024. Further, in M.A. No. 2675/2004, by order dated 02.09.2024, this Court directed the petitioner to file an affidavit and undertaking stating that the entire amount, along with interest, would be paid within a period of three months. The petitioner was also directed to specify in the affidavit the



exact date on which the said amount would be paid to Respondent No. 1.

10. The petitioner has not complied with the directions issued by this Court to deposit the decretal amount before the Executing Court and has deliberately avoided compliance with the said order. Instead, he has raised frivolous objections before the Executing Court with the sole intention of prolonging the execution proceedings.

11. The application dated 15.12.2025 filed by the petitioner seeking an expert opinion of a handwriting/signature expert was filed on frivolous grounds and has been rightly dismissed by the learned Commercial Court.

12. Accordingly, the present petition being devoid of substance and merit is hereby dismissed with costs of Rs.25,000/-to be deposited before the Executing Court and payable to the respondent.

(VIVEK RUSIA)
JUDGE

(PRADEEP MITTAL)
JUDGE

MSP