ORDERS ON ADMISSIBILITY OF DOCUMENTS

The plaintiff has filed suit for specific performance of contract dated 8-05-1978. During the course of evidence the plaintiff has tendered unregistered agreement of sale dated 8-05-1978 wherein the vendor has executed the sale agreement by agreeing to sell the suit schedule property for a valuable consideration of Rs.500/- and on the same day he has delivered the possession of the suit schedule property to the purchaser.

This court entertained doub regarding Admissibility of documents in evidence as it is un registered documents and it appears to be written on the stamp paper of Rs.2/- (Two stamp paper having face value of Rs.2). Hence this court deferred the marking of documents and posted the matter for hearing of documents.

Heard the arguments of learned counsels appearing for both side. Perused the documents in question and pleadings of the party.

It is to be noted that Section 17 of Karnataka Registration act came to be amended with effect from 24-9-2001 which read as follows:-

Documents of which registration is compulsory. 1A) The documents containing contracts to transfer for consideration, any immovable property for the purpose of section 53A of the Transfer of Property Act, 1882 (4 of 1882) shall be registered if they have been executed on or after the commencement of the Registration and Other Related laws (Amendment) Act, 2001 (48 of 2001) and if such documents are not registered on or after such commencement, then, they shall have no effect for the purposes of the said section 53A.

On carefull reading of this amended section of Karnataka Registration Act which made clear that registration is not compulsory to the documents which were executed prior to 24.09.2001. further though the documents are not registered it can be produced in suit for specific performance of contract but not for the purpose to get protection under section 53-A of Transfer of property Act.

Further this court

carefully perused the schedule appended to the Karnataka stamp Act 1958 where in the Whole schedule has been Substituted by Act 21 of 1979 w.e.f. 31.3.1979. which means after execution of the sale agreement. Hence the stamp duty mentioned in the present schedule is not applicable to the documents in question.

Article 5 of the original (unamended) schedule to the Karnataka stamp act requires the agreement shall be written in a stamp paper of denominations of Rs.5.

But in the documents in question it is written on the stamp paper of total denomination of Rs.2/- as such it is clear that there is a deficit of Rs.3/-. Hence, the party who wishes to produce the documents shall liable to pay deficient stamp duty plus 10 time penalty on deficit stamp duty in view of section 34 of Karnataka Stamp Act. Hence the plaintiff shall pay total sum of Rs.33/- (3 Ruppes as deficient amount plus 10 time penalty plus 3) hence the following;

:ORDER:

The plaintiff is permitted to produce the documents i.e sale agreement dated 08-05-1978 subject to payment of deficit duty and penalty which is Rs.33/- within 7 days.

Sd/-
I Addl. Civil Judge and JMFC,
Kadur.