

25.02.2026

Present: Ld. Counsel for plaintiff through V.C.
Wife of the plaintiff in person.
Shoyab Khan, Ld. proxy counsel for the defendant.

Matter is pending for orders on the application of the defendant filed U/Sec. 33 & 35 of the Indian Stamp Act r/w Sec. 151 CPC.

Arguments have been heard and considered.

The grounds taken in the said application are that since the plaintiff is relying upon Indemnity Bond, Agreement to sell, GPA, Possession letter, Receipt and Deed of Will for proving his ownership and which are registered with the Notary, therefore, they are required to be duly stamped and stamp fees was required to be paid, which has not been done and therefore, these documents are liable to impounded and cannot be tendered into evidence.

In the reply to the said application it is averred by the plaintiff that these documents have been filed only for collateral purposes to show that the plaintiff had purchased the property from his father only.

Since it has now become a settled law after passing the judgment of **Suraj Lamps & Industries Pvt. Ltd. Vs. State of Haryana & Anr. 183 (2011) DLT 1 (SC)** and subsequently in **Shakeel Ahmed vs. Syed Akhlaq Hussain in Civil Appeal No. 1598 of 2023**; wherein it has been very clearly held by the Hon'ble Supreme Court of India that the abovestated documents do not confer any right, title or interest in any immovable property except Will and it is also a settled law that a Will is not required to be registered. Moreover, a notarized document do not mean a registered document and it is not the case here that the

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plaintiff has failed to pay stamp duty on duly registered documents. Hence, since these documents do not confer any right, title or interest in the immovable property, they are not required to be registered neither any stamp duty is required to be paid on them, accordingly.

The case law relied upon by the defendant has also been considered, however, the same was with respect to a case when suit for Specific Performance was filed for execution of agreement to sell and Sec. 53-A of Transfer of Property Act was involved therein to take into account, the possession handed over pursuant to the said agreement to sell and the protection afforded under such section, but the same is not the case here.

In view of the above, the application of the defendant filed U/Sec. 33 & 35 of the Stamp Act is dismissed and disposed of.

Put up for purpose fixed i.e. P.E on 09.06.2026.

(ALKA SINGH)
Commercial Civil Judge (W)
THC/Delhi.25.02.2026.