

## **ORDER ON MEMO**

The Advocate for plaintiff has filed this memo stating that the plaintiff is ready to deposit deficit stamp duty and penalty on the agreement of sale.

I have heard the learned counsel for plaintiff and perused record.

On perusal of record, it is forthcoming that the plaintiff has produced a sale agreement dated 25.01.2012 and the same has been executed on stamp paper of Rs.500/-. In this document the sale consideration amount has been shown as Rs.5,69,750/-. As per Article 5(e)(ii) of Karnataka Stamp Act, if the possession of the property is not delivered the stamp duty to be paid is Rs.10 paise for every 100 rupees. The sale consideration amount is Rs.5,69,750/- and therefore the stamp duty to be paid was Rs.569.75 paise. The sale agreement has been executed on the stamp paper of Rs.500/- and therefore there is deficit stamp duty of Rs.69.75 paise. Thus as the agreement of sale dated 25.01.2012 is not duly stamped, the same is impounded under Section 33 of Karnataka Stamp Act. The plaintiff has to pay deficit stamp duty of Rs.69.75 paise + 10 times penalty of Rs.697.50 paise and therefore in total he has to pay Rs.767.25 paise.

The document dated 03.01.2015 and 16.03.2015 being the additional documents which are executed supporting to original agreement of sale dated 25.01.2012 are duly stamped and they are admissible in evidence.

Senior Civil Judge & J.M.F.C.,  
Shiggaon, Sitting At Savanur.