

KAMS300000952022



**IN THE COURT OF THE PRINCIPAL SENIOR CIVIL JUDGE
AND J.M.F.C AT HUNSUR**

Present: Smt.Anitha, B.A. (Law) L.L.B.,
Prl.Senior Civil Judge & JMFC.,
Hunsur.

Dated this the 08th day of January, 2026

OS No.14/2022

Petitioner: Smt.Indrani, W/o Late Srinivasachari,
Aged about 44 years, R/at 39/1, Balaji
Siddaiah Complex, K.N.Pura Main Road,
2nd Stage, Gayathripuram, Mysuru City.

-Vs-

Respondents: 1. Smt.Vijayakumari, W/o Vishakantappa,
S/o Late Nanjappa, Aged about 43 years,
2. Sri.Vishakanatappa, S/o Late Nanjappa,
Aged about 45 years,
Both are R/at Gurugala Katte Beedi,
Kalkunike, Hunsur Town,
Mysuru District.

**ORDERS PASSED ON PAYMENT OF DUTY AND PENALTY IN
RESPECT OF INSUFFICIENTLY STAMPED SALE
AGREEMENT**

Originally the plaintiff filed the suit against the defendants under Order 33 Rule 1 of CPC to permit her to institute the suit as an indigent person. On enquiry her prayer to prosecute the suit as an indigent person came to be rejected

by this court as per the orders dated 14.12.2021 and thereafter regular suit has been instituted and the plaintiff paid the court fee.

2. The relief sought by the plaintiff is for recovery of Rs.10,81,950/-. The plaintiff alleged that, the defendants are the absolute owners of suit schedule property and they have entered into a sale agreement on 13.07.2015 for Rs.18,00,000/- and the plaintiff paid advance amount of Rs.8,00,000/- and the remaining balance is Rs.10,00,000/-. Thereafter, the plaintiff came to know that, the defendants have alienated portion of the property infavour of 3rd party and as such she has filed this suit for the relief of recovery of earnest money along with interest.

3. After filing of the suit the defendants appeared before the court and they have filed written-statement and on 30.11.2022 issues have been framed. Thereafter, the plaintiff stepped into witness box and examined herself as PW1 and she got marked totally five documents as per Ex.P1 to Ex.P5. Thereafter, the case has been posted for further chief-examination of PW1 and 04.06.2024 it is observed in the order-sheet that, the plaintiff is required to produce original sale agreement and sufficient opportunity has been given to the plaintiff to proceed with further chief-examination. On 15.11.2024 the learned counsel for the plaintiff filed IA No.V under Order 13 Rule 10 of CPC and on 23.11.2024 this court received the original sale agreement which was produced by

the plaintiff herein in CC No.203/2009 which has been marked as per Ex.P4 in the said case.

4. Thereafter, this court has provided sufficient opportunity for the plaintiff to further chief-examine and in spite of it she has not come up further chief-examination. On 07.08.2025 this court taken the further chief-examination of PW1 as nil and posted the case for cross-examination of PW1 and on 14.09.2025 the plaintiff came up with IA No.VI under Section 151 of CPC which came to be allowed and again the case is posted for further chief-examination of PW1. On 17.10.2025 PW1 was very much present and while going through the records this court observed that, the plaintiff wants to mark an unregistered sale agreement for a total consideration of Rs.18,00,000/- which was prepared in a stamp paper worth of Rs.200/- and this court came to the opinion that, it is insufficiently stamped document. Now the case is posted for calculation of duty and penalty on the said document.

5. It is very important to note that, this suit is based on an unregistered sale agreement dated 13.07.2015. Originally the sale agreement is available on the records and on perusal of the same it is written on a stamp paper of the value of Rs.200/-. As per the recitals of this document the total sale consideration is Rs.18,00,000/- and no possession of has been delivered. As such the plaintiff is required to pay stamp duty as per Article 5(e) (ii) of Karnataka Stamp Act. As

per the said provision if the agreement relates to sale of immovable property wherein possession of the property is *not* delivered, the stamp duty payable is 10 paise for every 100/- or part thereof on the market value equal to the amount of consideration subject to a maximum of Rs.20,000/- but not less than Rs.500/-. As per the document available before the court the stamp duty is paid at Rs.200/-. If the total stamp duty payable upon the said document is calculated as per Article 5(e) (ii) of Karnataka Stamp Act, the total stamp duty for sale consideration of Rs.18,00,000/- is Rs.1,800/-. The stamp duty paid is Rs.200/- and balance stamp duty payable is Rs.1,600/-. The 10 times penalty comes to Rs.16,000/-. Including duty and penalty the plaintiff is required to pay Rs.17,600/-. Therefore, this court proceeds to to pass the following:-

ORDER

The plaintiff is hereby directed to pay deficit stamp duty of Rs.1,600/- and 10 times of penalty of Rs.16,000/- and totally the plaintiff is directed to pay Rs.17,600/- towards duty and penalty.

(Dictated to the Stenographer, transcribed and computerized by her on the computer, transcript corrected and pronounced by me in the open court on this the 08th day of January, 2026)

(Anitha)

Prl.Senior Civil Judge and JMFC.,
Hunsur.

