<u>ORDER ON DUTY AND PENALTY TO BE COLLECTED ON UNREGISTERED AGREEMENT DATED 18.12.2020</u>

The suit is filed for the relief of specific performance of contract on the basis of above said unregistered agreement. The learned counsel for the plaintiff was set to get mark the said document, but necessary stamp duty is not paid on the said agreement. Therefore, I have gone through the entire contents and recitals of the said document. Stamp duty with penalty is required to be collected if such possession of agreed property is transferred or given to the other parties, otherwise collection of stamp duty is not required. No clue or transfer of possession of schedule property has not been seen anywhere in the said document. Therefore, payment of the stamp duty on proposed agreement is not required.

It is worth to refer the judgment of the Hon'ble High Court of Karnataka passed in W.P.No.113704/2015 between A.M. Sunilkumar S/o A.M. Lokanath and Manjunath S/o Mallikarjuna Hebbali. In the above referred decided case, the Hon'ble High Court of Karnataka has held by referring many other judgments that collection of stamp duty as per the Article 5 of Karnataka Stamp Act is not required if possession of property is not delivered. Here in this litigation also it is found that the possession of the schedule property has not been transferred in favour of the plaintiff. Therefore, payment of stamp duty on agreement dated 18.12.2020 is not required. Hence, the plaintiff is permitted to get mark the said document. For further chief-examination of P.W.1 by 11.02.2025.

Senior C.J. & JMFC.,
Nanjangud.

23.01.2025