

**ORDER ON MARKING OF UNREGISTERED
DOCUMENTS**

Defendants have relied upon lease agreements dated 04.12.1997, 04.09.2007, promissory notes dated 15.09.1999, 29.10.2009, sale agreement dated 24.12.1999, consent agreement dated 15.02.2000, unregistered mortgage deed dated 28.04.2007 and prays to mark these documents through DW.1.

2. Plaintiffs have filed the suit for partition and separate possession in respect of 16 agricultural lands stating that they are his ancestral and joint family properties. Defendants have filed written statement and taken specific contention that there was prior oral partition long back, accordingly all the brothers by name Thimmaiah, Mududappa, Govindappa and Karethimmaiah were enjoying their respective shares and plaintiff was also allotted share in Sy.No.24/2 measuring 3.20 guntas, 15/2 measuring 5 ½ guntas, Sy.No.19/3 measuring 5 ½ guntas and house bearing K.No.264 was allotted to the share of plaintiff. They have also specifically mentioned the shares allotted to other branches. Plaintiffs have led evidence and now when the matter was posted for defendants evidence, they have also produced some documents, out of them some are unregistered documents of the year 1999 to 2009 titled as lease agreement, promissory notes and unregistered mortgage deed. On perusal of

the contentions taken in the pleadings it goes to show that defendants are trying prove prior oral partition and the same is acted upon by relying upon some unregistered documents. It is true that if the defendants are claiming their right over the suit properties based on these documents those shall be registered otherwise they have to pay duty and penalty on it. Eventhough this is a suit for partition defendants are claiming their right over the respective portion through oral partition and in support of their contentions they are relying upon these unregistered documents. If the lease agreements are exceeding for a term exceeding 11 months then it shall be registered by paying proper stamp duty. There is no impediment in marking the promissory note written on stamp paper. So far as unregistered mortgage deed is concerned, the same requires to be impounded for payment of deficit stamp duty. Hence, I proceed to pass the following;

: ORDER :

Defendants are hereby permitted to mark promissory notes dated 15.09.1999 and 29.10.2009 through their evidence.

Office is hereby directed to calculate duty and penalty on lease agreements dated 04.12.1997, 04.09.2007 and sale agreement dated 24.12.1999.

Unregistered mortgage deed dated 28.04.2007 is impounded for payment of stamp duty.

Consent agreement dated 15.02.2000 and promissory notes dated 15.09.1999, 29.10.2009 can be exhibited subject to objection and proof.

**Sd/-
Prl. Senior Civil Judge & JMFC.,
Madhugiri.**