



IN THE COURT OF CIVIL JUDGE JUNIOR DIVISION, KURKHEDA
(Presided Over by K.G.Mendhe)

Regular Civil Suit No.01/2022

PLAINTIFF :- **Pundlikrao Ramchandraji Akre,**
Age : 64 Years., Occ.:- Retired,
R/o.- Kadholi, Post-Kadholi,
Tahsil-Kurkheda, District – Gadchiroli

-VERSUS-

DEFENDANTS :- 1) **Smt. Nirmala Sukhdeo Mohurle,**
Age about : Major, Occ.:- Service,
2) **Shri Dambhaji Madhukar Kosare,**
Age about : Major, Occ.:- Agriculturist,
3) **Shri Ravi S/o Madhukar Kosare,**
Age about : Major, Occ.:- Agriculturist,
All Defendants No1 to 3 are R/o.Kadholi
Tahsil – Kurkheda, District – Gadchiro

Ld. Advocate Mr.. I.K. Daudasariya – for the plaintiff.
Ld. Advocate Mr. S.S. Guru – for defendants

ORDER BELOW EXH.57

(Passed on 06/01/2023)

Plaintiff through this application has prayed for impounding the agreement to sale dated 30.07.2005 filed by him. Defendant resisted the application on the ground that the plaintiff has filed the suit for specific performance of contract on the basis of said agreement to sale but trying to delay the proceeding.

2. Perused. Heard both sides.

3. In case of document written on insufficient stamp and produced before Court, provisions laid in Chapter IV of the Bombay Stamp Act 1958 comes into picture according to which such

document needs to be impounded. The document of agreement to sale dated 30.07.2005 filed by plaintiff, admittedly written on insufficient stamp, is therefore liable to be impounded as per the provisions of Bombay Stamp Act 1958. In these circumstances I proceed to pass following order.

ORDER

1. The application at Exhibit 57 is allowed.
2. The document of agreement to sale dated 30.07.2005 filed on record by plaintiff is hereby impounded u/sec. 33 of the Bombay Stamp Act, 1958 vide Rule 8 of order XIII of the Civil Procedure Code 1908.
3. The impounding of document shall be deemed to be canceled upon payment of required stamp duty or a deficient portion of stamp duty and penalty as specified in section 34 of The Bombay Stamp Act, 1958.
4. The document of agreement to sale dated 30.07.2005 filed on record by plaintiff shall not be returned to the plaintiff in any case, even if the suit is otherwise disposed off, as long as the order of impounding is in operation.
5. The original copy of document of agreement to sale dated 30.07.2005 filed on record by plaintiff be sent to the Collector of Stamps, Gadchiroli for ascertaining the exact stamp duty and for recovery of the deficit stamp duty along with penalty, if any, as per law.
6. Issue letter to the Collector of Stamps, Gadchiroli accordingly.
7. Plaintiff shall bear the costs.

Date:- 06.01.2023
Place : Kurkheda.

(K. G. Mendhe)
Civil Judge Junior Division,
Kurkheda,