

ORDER BELOW EXH. 32

i) This is an application for impounding agreement to sell dtd 6/6/2022 alleged to be executed by defendant no 1 and 2 in favour of plaintiff. It is contended that relying on depts no 1 & 2, notarised. But now as the document is required to be proved, stamp duty is needed to be paid. Unless document is impounded it cannot be read in evidence.

ii) Whereas defendants have filed their say on Exh 34 and objected the relief sought. It is contended that, no such document of agreement to sell is executed in favour of plaintiff. Because whatever transaction took place between brother of defendant and plaintiff is completed and implemented. No any

transaction of sell is in existence. Under garb of impounding he is trying to create evidence. Plaintiff will be first required to prove execution of agreement. Hence prayed to reject the application.

iii) Gone through pleadings and record. Heard both sides. Suit is filed for specific performance of contract with perpetual injunction. It is alleged that possession is handed over. Earned amount coupled with other time advance of Rs 49,00,000/- is alleged to have been paid. In such scenario the document was required to be registered by paying requisite stamp duty as per Registration Act. Unless document is registered it cannot be read in evidence, is settled law.

iv) Here suit of plaintiff is based on alleged agreement to sell. Unless

and until it is registered it cannot be read in evidence. It is settled principle that, if possession is handed over and valuation is more than Rs 100/- it needs to be registered. As such the suit is based on document in dispute, if it is not proved suit of plaintiffs shall result to be infructuous.

v) Thus in light of above facts and considering provisions of section 25 CP of Stamp Act impounding is justified. Mere denial of defendants about execution of document will not disqualify the plaintiff or non execution of document is part of evidence and they will get an opportunity to challenge & rebutt the same. Hence, I am of considered view that as possession is coupled with

document, it needs to be impounded, for which application deserves to be allowed. Thus order :-

ORDER

- i) Application Exh 32 is hereby allowed.
- ii) The document styled as " विक्रीचा करारनामा / इसारावाली " dtd 6/6/2022 is hereby impounded and forwarded to Stamp Collector, Jalna for recovery of due and penalty as required by law.
- iii) Plaintiff to pay deficient stamp as directed by the Collector as per law
- iv) Plaintiff is directed to make compliance of said order forthwith and also supply requisite copies of documents before the concerned authority, if any, and also submit his report within 7 days from date of this order. Failure on his part, necessary order shall proceed
- v) Issue letter to Stamp Collector Jalna accordingly.
- vi) Plaintiff to take note of this order & comply.

Date :- 2/1/2026

Aditi  
2/1/2026  
(Aditi R. Nagori)  
JCSO, Jalna