


MHKO050028262020 	ORDER PASSED BELOW EXH. 22 IN <u>R.C.S./182/2020</u> Vinod Mahadev Sadale Vs. Sarjerao Babu Chavan and other
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This is an application filed by plaintiff for the impounding of agreement to sell executed in favour of plaintiff by defendant as stated by plaintiff in plaint on dtd.10/12/2014. That document may be impounded under Section 33 of the Maharashtra Stamp Act.

2. Present suit is filed for specific performance of contract. On backside of this application defendant filed say to this application and submitted that, this application is filed only to delay the suit.

3. Plaintiff has filed original copy of notarized agreement to sell in favour of plaintiff as per document on dtd. 10/12/2014. It was executed on stamp of Rs. 100/-. It is unregistered. Plaintiff has prayed to impound that document as per Section 33 of the Bombay Stamp Act.

4. Perused the application, say and record of the case, particularly notarized agreement to sell on dtd. 10/12/2014.

5. Section 33 of the Maharashtra Stamp Act casts a statutory obligation on all the authorities to impound a document. The Court being an authority to receive a document in evidence is

bound to give effect thereto. The unregistered agreement to sell was an instrument which required payment of the stamp duty applicable to a deed of conveyance. Adequate stamp duty admittedly was not paid. The Court, therefore, was empowered to pass an order in terms of Section 35 of the Act.

6. It emerges from the discussion made in the foregoing paras that the instrument dated 10/12/2014 is not properly stamped it is in respect of suit property mentioned in the plaint and therefore, the deficit stamp duty with penalty have to be recovered to impound the same. Hence, I pass the following order -

ORDER

1. The instrument agreement to sell dtd. 10/12/2014 filed on record with Exh.3 at Sr.No.2 is ordered to be impounded.
2. Office is directed to send the instrument (original agreement to sell) dtd 10/12/2014 to the Stamp Collector, Kolhapur for impounding it, within one month from the date of its receipt, by determining true market value so also amount of deficit stamp duty and penalty which have to be levied in respect thereof and return it to this Court at the earliest.
3. Plaintiff shall provide all the necessary documents to the Stamp Collector, Kolhapur.
4. Cost in cause.

Place :Ichalkaranji
Date : 24/03/2023

(M.M.Choudhary)
4th Joint Civil Judge Junior Division,
Ichalkaranji