

ORDER BELOW EXH- 32.

Plaintiff has filed this application for impounding of disputed rent agreement dtd. 05.09.2012. It is contention of plaintiff that, he has in possession of suit property on basis of alleged rent agreement. Defendant caused obstruction to his possession and therefore he has constrained to filed this suit. He further contended that, alleged rent agreement has been executed for period of 01.09.2012 to 31.08.2034. It has been executed over insufficiently stamp paper. Plaintiff intend to adduce evidence in respect of alleged rent agreement and therefore prayed to impound the same. He further contended that, no prejudice would be caused to the defendant, if his application allowed.

2. Defendant has filed his say at Exh.35 and contended that, application filed by plaintiff is false, bogus and not legally tenable. Plaintiff has filed this suit for perpetual injunction and for that he has to prove his possession in suit property. Plaintiff did not prove his possession over the suit property unless duly prove alleged rent agreement. Defendant has filed his W. S. and contended that, he had purchased suit property vide register sale deed. Defendant neither executed alleged rent agreement in favour of plaintiff. The alleged rent agreement is not an agreement entitled for impound the same. Plaintiff has not adduced any evidence that, he has paid rent amount to him on basis of alleged rent agreement. If application filed by plaintiff allowed, he would suffer irreparable loss. Plaintiff to prolong the suit, filed baseless application. Thus, prayed to reject the

application of plaintiff with cost of Rs. 2,000/-.

3. Heard both sides. An alleged rent agreement was executed in 2012 over 100/- Rs. Stamp paper. As per rent agreement, plaintiff has obtain possession of suit property. The contents of agreement are in form of contract. Defendant merely denied its execution however, not denied his signature over the same. The case of plaintiff solely base over the alleged rent agreement. Plaintiff claim his possession over suit property on basis of rent agreement. Plaintiff intend to prove the same to stand his case. Defendant contended that, the alleged agreement is not in form of contract.

4. However, on plain reading of rent agreement it shows that, some contractual obligation decided between parties. As per agreement the possession and control of the property has been transferred to the plaintiff. Further, as per section 3 of Maharashtra Stamp Act, in instrument created or transfer interest over the property is chargeable with duty.

5. Under sec.31 of Bombay Stamp Act, the collector having authority to adjudicate or give opinion regarding instrument is chargeable or not. The court having ample power to direct impounding document vide Sec.32-A & 33 of Bombay Stamp Act. The plaintiff solely rely over the rent agreement and intend to produce it in his evidence. He having fear of discarded his evidence due to insufficiently stamp disputed rent agreement. Further, defendant contended that, plaintiff ought to prove alleged rent agreement to prove his possession over suit property.

6. Considering above situation, if present application is rejected and

during evidence disputed rent agreement not admitted in evidence on ground of insufficiently stamp, it will caused hardship to plaintiff. Further, plaintiff is ready to paid deficit stamp duty and penalty. Defendant failed to point out what kind of prejudice he would caused if application would allowed. In result, application deserved to be allowed. Hence, I pass the following order,

ORDER

1. The rent agreement dtd. 05.09.2012 which is executed on 100/- Rupees stamp paper is hereby impounded and sent to the Collector of stamp for the recovery of deficit stamp duty.
2. The necessary endorsement about the impounding be made on the document.
3. The plaintiff is hereby directed to comply the aforesaid order within two months and shall bring necessary certificate from the Stamp Collector.
4. Issue Letter accordingly.

Place- Ajara.
Date- 06.10.2025.

(R. P Thore)
J.O.Code No.MH02897
Civil Judge, Junior Division,
Ajara.