

MHLA110003502019



Order below Exh.42 in RCS No.271/2019

Dnyaneshwar Vs. Rangrao

By this application defendants have requested to impound the alleged agreement to sale dated 22/02/1993 for the reasons mentioned in the application. Plaintiff has filed his say and raised strong objections. Perused application and say. Heard both the sides. Both of them have submitted in the line of their application and say respectively. Record shows that plaintiff has filed this suit for specific performance of contract on the basis of agreement to sale dated 22/02/1993 and perpetual injunction. Defendants have filed their WS at Exh.19 and contested the claim of plaintiff. The original agreement to sale dated 22/02/1993 is also on record. After perusing this document it seems that the possession of the suit land was not handed over to plaintiff at the time of its execution. Whereas, from the contents of para No.5 of the plaint it reveals that the possession of the suit land came to be handed over to plaintiff by defendant No.1 for cultivation purpose. However, at this juncture it is necessary to peruse the relief clause of plaint, which shows that the plaintiff has sought the relief of perpetual injunction claiming himself to be in possession of the suit land. It is also necessary to peruse Explanation - I of Article 25 of Maharashtra Stamp Act, 1958 which clearly states that, an agreement to sale shall be deemed to be conveyance and stamp duty thereon shall be leviable accordingly if the possession is transferred to transferee even after the date of execution of

agreement to sale. In the instant case from the pleading itself it is clear that the possession of the suit land has been transferred to plaintiff after execution of agreement to sale dated 22/02/1993 and therefore, on the basis of this document plaintiff is claiming the relief of perpetual injunction. Thus, it is necessary to impound and recover the requisite stamp duty from plaintiff. Hence, I pass following order:-

ORDER

1. The document i.e. original agreement to sale dated 22/02/1993 is hereby impounded and it be sent to Collector of Stamps, Latur for recovery of requisite stamp duty.
2. Necessary correspondence be made with the office of Collector of Stamps, Latur.

Order dictated and pronounced in open court.

Date :02/02/2023

(Ashish B. Marlecha)
Civil Judge (Sr.Dn.),
Nilanga, Dist. Latur.