

MHLA110004332015

R.C.S. No. 416/2015

Umakant Vs. Lalasaheb and Ors.

Order below application vide Exh.79

Perused contents of the application and say thereon. Heard to both sides. The plaintiff's learned advocate submits that the alleged agreement to sale is insufficiently stamped and sufficient stamp duty is not paid thereon. He also submits that the alleged document is titled as Kabuliyatnama. It prima-facie reveals that, such agreement was executed so as to purchase convenient place. It also prima-facie reveals that, such sale deed is executed as per wish of the defendant. Therefore also, the alleged document is required to be impounded in order to recover sufficient stamp duty. Learned advocate for the defendants submit contents of his say.

2. By this application the plaintiff is seeking to impound the document i.e. agreement to sale dated 27.05.2014 which is notarized on the grounds that it is the document of agreement to sale and is executed on the stamp worth of Rs.100/-. The defendants contended that, there is no such agreement to sale on record. So it impounding will not arise. Therefore, the defendants contended to reject the application.

3. The perusal of record it reveals that, there are controversies about execution of agreement to sale dated 27.05.2014 in favour of the plaintiff by defendant No.1. There is also controversies about receipt of consideration amount by defendant No.1 and delivery of possession by him to the plaintiff. The plaintiff is alleged to have been in possession of the suit property based on the alleged agreement to sale. The plaintiff is lastly seeking the relief of specific performance of contract, perpetual injunction restraining the defendants from obstructing to his possession on the suit property and alternatively refund of consideration amount. The defendants filed their written statement vide Exh.16. They resisted the plaintiff's claim and lastly contended to dismiss the suit.

4. More so, original document of agreement to sale dated 27.05.2014 is filed on record by titling it as Kabuliyatnama along with list Exh.5/3. The alleged document of agreement to sale is executed on 27.05.2014, on stamp paper of Rs.100/- and the possession of the suit property was alleged to have been handed over to the plaintiff on the day of execution of the said document of agreement to sale. As the possession is handed over to the plaintiff, the document would be termed as Conveyance. The alleged document of agreement to sale is executed on insufficiently stamped paper. Therefore, it is required to impound and recover the requisite stamp duty from the

plaintiff. Hence, in view of the matter and considering aforesaid submission of the learned advocate for the plaintiff, I pass following order:-

ORDER

1. The original document of alleged agreement to sale dated 27.05.2014 filed along with list vide Exh.5/3 is hereby impounded and it be sent to Collector of Stamps, Latur for recovery of requisite stamp duty.

Date : 28/07/2026 Place: Nilanga	(R. V. Pande) Civil Judge, Senior Division, Nilanga, District Latur.
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