


MHNG100011292017 	Spl. Civil Suit No. 160/2017 Devrao Vs. Nanda
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**ORDER BELOW EXH. 71**

( Passed on this 14<sup>th</sup> of January 2026)

Read the application and record. Heard Ld. Advocate Shri. Thengne for defendant and Shri. G.M. Bagde for plaintiff. Defendants have filed this application requesting to impound agreements of sale of date 03.05.2012 and of date 27.11.2012 on the ground that, these agreements contain recitals of handing over of possession of the suit property. Plaintiff has opposed the application submitting that, defendants have themselves handed over possession of the suit property to him. Therefore, application is not tenable.

2. Question before me is whether these two documents are liable to be impounded.

3. Original copies of agreements of sale of date 03.05.2012 and 27.11.2012 are at serial No.2 and 3 vide list Exh.70 filed by the plaintiff. Plaintiff has filed the suit for specific performance of contract on the basis of these two agreements. First agreement of date 03.05.2012 shows that, it does not bear signature or thumb impression of defendant No.1. Whereas agreement of sale of date 27.11.2012 show that, it bears thumb impression of defendant No.1 and signature of defendant No.2 and 3. Both these agreements relate to suit land. It is specifically mentioned in both these agreements that, possession of suit land has been given by defendants to plaintiff. Thus, these agreements amount to conveyance and as such are required to be registered. But they are not registered. Agreement of sale of date 03.05.2012 is on stamp paper of Rs.50/-. Whereas agreement of sale of date 21.11.2012 is on stamp paper of Rs.100/-. Exh.5 application was rejected to the extent of protection of possession on 05.07.2014. Ld. 7<sup>th</sup> Jt. C.J.S.D., Nagpur

observed in his order that, since these two agreements are not registered, plaintiff can not take their help to support his contention of having possession over the suit land. Thus, right from the date 05.07.2014, view has been expressed in this suit that these two documents are required to be registered. Matter has reached the stage of evidence. Plaintiff wants to tender these documents in evidence. Therefore, for the above reasons I hold that these two documents are liable to be impounded. Thus, I pass following order.

**ORDER**

1. Agreements of sale of date 03.05.2012 and of date 27.11.2012 are impounded.
2. True copies of such agreements be sent to Ld. Stamp Collector, Nagpur for further process.
3. Application is accordingly allowed.

Umred.  
Dated: 14/01/2026.

[ S. G. Landge ]  
Civil Judge Sr. Dn., Umred,  
Dist. Nagpur.

**Certificate**

I affirm that the contents of this P.D.F. file are word to word same as per original.

Name of Stenographer : Shri. C.D. Gahukar  
Stenographer (Grade II)