

ORDER BELOW EXH.33 RCS No.449/2022

(Passed on 13/11/2024)

This is application under Section 33 of Indian Registration Act. This suit is submitted for specific performance of contract. The agreement is unregistered and written of stamp paper of Rs.10/-. Therefore, this is not admissible unless it is impounded because possession is delivered as per content of the agreement to the plaintiff. Therefore, the document to be sent for impounding.

2. To this application the defendant has submitted say that the stamp of agreement is purchased by Appasaheb Patil. So, it is not related to plaintiff. The agreement is not registered. The signature of defendant is fabricated. RCS No.657/2008, which is pending between the same parties relating to same subject matter. Name of the plaintiff is not recorded in revenue record. The suit is submitted after 25 years from date of agreement. The plaintiff has not taken custody of stamp paper. Behind back of the defendant the agreement is prepared. The transaction mentioned in the agreement has not taken place. The present application is not tenable. Hence, application be rejected.

3. I have heard learned advocate of both sides. The suit is for specific performance of contract on the basis of agreement. The agreement is written on stamp paper of Rs.10/-.

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4. The learned advocate of defendant submitted that the stamp of agreement of sale is not purchased by the plaintiff. But this is purchased by Appasaheb Patil so the plaintiff is not concerned with the agreement for impounding it. Therefore, the application may be rejected. Furthermore, he submits that, a possession of the suit property is not delivered to the plaintiff. He has argued on the merit of case but this is not stage to argue about case of possession or nature of agreement. Whether the case is false or true that will be decided after hearing of both sides.

5. Impounding of document is nothing but to recover revenue of the Government. Therefore, by impounding this agreement no prejudice will be caused to defendant. Unless and until the agreement of sale is not impounded, it is not admissible in evidence. Therefore, I pass the following order:-

ORDER

The agreement of sale be sent to
District Stamp Duty Collector,
Solapur for impounding by humdust
of plaintiff.

Date-13/11/2024.

Sd/-
(U.V.Joshi)
Civil Judge Senior Division,
Malshiras.