.HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

C.R.P. No.957 of 2026

Between:

1. DEVATHI RAVI KUMAR,, S/O. CHENCHAIAH, 48 YEARS, BUSINESS, R/O. NEAR DADDALAMMA TEMPLE, SSR NAGAR, DARSI TOWN AND MANDAL, PRAKASAM DISTRICT.

...PETITIONER

AND

1. SMT BOTLA RAMA DEVI, W/o. Koteswara Rao, 46 years, R/o.D.No.8-37A, Cheruvukommupalem (V) Darsi Mandal, Prakasam District.

...RESPONDENT

DATE OF JUDGMENT PRONOUNCED: 24.06.2026

SUBMITTED FOR APPROVAL:

THE HON'BLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

1.	Whether Reporters of Local newspapers may be allowed to see the Judgments?	Yes/No
2.	Whether the copies of judgment may be marked to Law Reporters/Journals?	Yes/No
3.	Whether Their Ladyship/Lordship wish to see the fair copy of the Judgment?	Yes/No

JUSTICE VENKATESWARLU NIMMAGADDA

***HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA**

+ C.R.P. No.957 of 2026

% 24.06.2026

#DEVATHI RAVI KUMAR,, S/O. CHENCHAIAH, 48 YEARS, BUSINESS, R/O. NEAR DADDALAMMA TEMPLE, SSR NAGAR, DARSI TOWN AND MANDAL, PRAKASAM DISTRICT

…Petitioner

AND

$SMT BOTLA RAMA DEVI, W/o. Koteswara Rao, 46 years, R/o.D.No.8-37A, Cheruvukommupalem (V) Darsi Mandal, Prakasam District.

…Respondent

Counsel for petitioner : SRI ANJANEYA SARMA. M

^ Counsel for respondents: SRI G. VENKATA REDDY

? CASES REFERRED

1. **(2010) 5 Supreme Court Cases 401**
2. **C.R.P.Nos.3135 and 3137 of 2009, dated 07.10.2009**
3. **AIR 1957 MADRAS 472**
4. **2003 (4) ALD 61**
5. **2023 (1) ALT 676 (AP)**

Date of reserved for orders : 01.05.2026
Date of pronouncement : 24.06.2026
Date of uploading : 10.07.2026

APHC010167462026

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI
(Special Original Jurisdiction)

[3329]

WEDNESDAY, THE 24th DAY OF JUNE 2026

PRESENT

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

CIVIL REVISION PETITION NO: 957/2026

Between:

1. DEVATHI RAVI KUMAR,, S/O. CHENCHAIAH, 48 YEARS, BUSINESS, R/O. NEAR DADDALAMMA TEMPLE, SSR NAGAR, DARSI TOWN AND MANDAL, PRAKASAM DISTRICT.

...PETITIONER

AND

1. SMT BOTLA RAMA DEVI, W/o. Koteswara Rao, 46 years, R/o.D.No.8-37A, Cheruvukommupalem (V) Darsi Mandal, Prakasam District.

...RESPONDENT

Petition under Article 227 of the Constitution of India,praying that in the circumstances stated in the grounds filed herein,the High Court may be pleased toIn any view, the Court below ought to have allowed for marking of unregistered agreement sale Dt. 14.11.2019 to meet the ends of Justice. Hence setting aside the order of the Court below made in Docket order Dated. 10-02-

2026 made in OS.No.26/2023 on the file of Civil Judge (Senior Civil Division) Darsi, Prakasam District and pass such

<u>IA NO: 1 OF 2026</u>

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased may be pleased stay all further proceedings in OS.No.26/2023 on the file of Civil Judge (Senior Civil Division) Darsi, Prakasam (D), pending disposal of the above CRP; and pass such

Counsel for the Petitioner:

1. ANJANEYA SARMA.M

Counsel for the Respondent:

1. G VENKATA REDDY

HON'BLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

C.R.P.No.957 of 2026

This Court made the following

ORDER:

The present Civil Revision Petition is filed by the petitioner herein/plaintiff challenging the docket order dated 10.02.2026 made in O.S.No.26 of 2023 on the file of Civil Judge (Senior Division), Darsi, Prakasam District

2. The petitioner herein is the plaintiff and respondent herein is defendant in the suit. For the sake of discussion the parties hereinafter referred to as they were arrayed in the suit.

Brief facts of the case:

3. The plaintiff / petitioner herein filed suit O.S.No.26 of 2023 for specific performance of the possessory Agreement of Sale dated 14.11.2019. The plaint schedule properties are absolute properties of the defendant/respondent and she got acquired the same under the registered settlement deed vide document No.596/2018 from her husband Botla Koteswara Rao, who in turn acquired the same under registered sale deeds from Yalamanda Reddy and Telukutla Subbulu bearing document Nos.3297/2015 and 1157/2013 respectively. After such acquisition she was in

possession and enjoyment of the same with absolute rights.

4. While so, the defendant / respondent herein offered to sell her plaint schedule properties and plaintiff/petitioner herein agreed to purchase the same for the valid sale consideration and paid a contract amount of Rs.25 lakhs on 14.11.2019. After receipt of the same the defendant / respondent herein executed an agreement of sale-cum-possession in favour of the plaintiff/petitioner and also delivered the possession of the plaint schedule properties. Since then the plaintiff/petitioner has been in possession and enjoyment of the plaint schedule properties with absolute rights.

5. It is further stated that the defendant/respondent also delivered the original link documents along with revenue records including pattadar pass books to the plaintiff/petitioner. Then the plaintiff/petitioner issued legal notice dated 08.09.2023 and expressed readiness and willing to perform his part of contract but the defendant / respondent did not perform on her part of contract. Hence the plaintiff/petitioner filed suit for specific performance of Agreement of Sale-cum-possession and for permanent injunction. It is further stated that the defendant/respondent with the help of her husband entered into plaint schedule property and dispossessed the plaintiff/petitioner herein from the plaint schedule property and accordingly the plaintiff also lodged a complaint before the police by registering FIR. Due to change of possession of the property the plaint was amended on 12.12.2024 and also sought relief for delivery of possession.

6. Learned counsel for the plaintiff/petitioner submits that the Court below erroneously rejected the claim of the plaintiff/petitioner to mark the unregistered possessory agreement of sale dated 14.11.2019 as exhibit on his behalf. He further contends that as per the proviso to Section 49 of the Registration Act, 1908 it is clearly and categorically expressed that when a suit is filed for specific performance of an unregistered agreement of sale or unregistered sale deed or an agreement of sale of tendered as proof of an agreement of sale can be received in evidence by making endorsement that it is received only for oral evidence of agreement of sale and ought to have marked the same to proceed with the suit. But contrary to the proviso the Court below rejected the claim of the plaintiff/petitioner to mark the unregistered agreement of sale as exhibit on the ground that the subject agreement of sale recites that it is an agreement of sale-cum-possession of the schedule property. As such, without paying required stamp duty and penalty the same cannot be marked as exhibit is an erroneous finding and contrary to the contention of the defendant/respondent in her written statement.

7. The further claim of the plaintiff/petitioner is that even though the plaintiff/petitioner pleaded that he has been in possession and enjoyment of the property pursuant to the unregistered agreement of sale-cum-possession. But after filing the suit the defendant/respondent entered into the subject property and dispossessed the plaintiff/petitioner, clearly denied the possession of the plaintiff/petitioner in her written statement. Therefore, contrary to the pleading of the written statement the defendant/respondent cannot insist for payment of stamp duty on the ground that the subject agreement of sale is agreement of sale-cum-possession. He also submits that the delivery of possession of the land cannot be therefore believed by mere mention of the same in the agreement of sale in view of the admission on the part of the defendant/respondent in her written statement. The rejection of the marking of the agreement of sale, as document, as exhibit is contrary to law and ratio laid down by the Hon'ble Apex Court in **S. Kaladevi vs. V.R. Somasundaram**

and others[1] and in **Cheryala Srinivas vs. Moola Sujatha and others**[2] of erstwhile Hon'ble High Court of Andhra Pradesh.

8. Learned counsel for defendant/respondent submits that admittedly the present suit is filed for specific performance of agreement of sale dated 14.11.2019. The plaintiff/petitioner clearly asserted that in his plaint as well as in chief affidavit that the defendant delivered the possession of the suit schedule property in his favour on the date of agreement of sale dated 14.11.2019. The contention of the plaintiff/petitioner that after filing the suit the defendant/respondent took over the possession forcibly and accordingly the plaint was amended and prayed for recovery of possession that are subsequent events and the same cannot change the nature of document. He further submits that the levy of stamp duty and necessity of registration is basing upon the nature and nomenclature of the document but not actions of the parties to the document. He also submits that the Court below rightly rejected the plea of the plaintiff/petitioner to mark the unregistered agreement of sale with possession as exhibit in the absence of payment of stamp duty and penalty as required under the provisions of Indian Stamp Act, 1899 as well as under the provisions of the Registration Act, 1908. To substantiate his

---

[1] (2010) 5 Supreme Court Cases 401
[2] C.R.P.Nos.3135 and 3137 of 2009, dated 07.10.2009

contentions he relied upon the ruling of Hon'ble Madras High Court in **K. Panchapagesa Ayyar Vs. K. Kalyanasundaram Ayyar**[3] and judgments of this Hon'ble Court in **Penkey Suryakantham vs. Shaik Sillar**[4] and **Kota Ganga Rao vs. Kamineni Anjaneyulu (died) and others**[5]

9. Heard both the learned counsel and perused the material placed on record.

10. The issue for determination before the Court is "*whether the agreement of sale-cum- possession can be received or marked as exhibit without paying stamp duty as well as penalty as required under the provisions of the Indian Stamp Act, 1899 as well as registration as compulsory under the Registration Act, 1908*. The entire pleadings of the plaintiff/petitioner that even though the subject document was described as agreement of sale-cum-possession but after filing the suit the plaintiff/petitioner was dispossessed from the subject property and he got amended the plaint and prayed for recovery of the possession. Therefore, the plaintiff/petitioner is not in possession, as such the unregistered agreement of sale-cum-possession should be received and marked as exhibit in a suit filed for specific performance of the

[3] AIR 1957 MADRAS 472
[4] 2003 (4) ALD 61
[5] 2023 (1) ALT 676 (AP)

agreement of sale. He further contended that the possession of the plaintiff/petitioner was specifically denied by the defendant/respondent in her written statement itself. As such, the Court below ought to have been observed that the plaintiff/petitioner is not in possession of plaint schedule property. Therefore, the unregistered agreement of sale-cum-possession should be treated as only an unregistered agreement of sale without possession and to be received and marked as exhibit, for which he relied upon two judgments referred above and extracted as under:

(a) In **S. Kaladevi vs. V.R. Somasundaram's case (Supra 1) Hon'ble Apex Court held thus:**

> "7..After having heard Mr. K. V. Vishwanathan, learned senior counsel for the appellant and Mr. T.S.R. Venkatramana, learned counsel for the respondents, we are of the opinion that having regard to the proviso to Section 49 of the Registration Act, 1908 (for short, `1908 Act'), the trial court erred in not admitting the unregistered sale deed dated 27.02.2006 in evidence and the High Court ought to have corrected the said error by setting aside the order of the trial court.
>
> "12. The main provision in Section 49 provides that any document which is required to be registered, if not registered, shall not affect any immovable property comprised therein nor such document shall be received as evidence of any transaction affecting such property. Proviso, however, would show that an unregistered document affecting immovable property and required by 1908 Act or the Transfer of Property Act, 1882 to be registered may be received as an evidence to the contract in a suit for specific performance or as evidence of any collateral transaction not required to be effected by registered instrument. By virtue of proviso, therefore, an unregistered sale deed of an immovable property of the value of Rs. 100/- and more could be admitted in evidence as evidence of a contract in a suit for specific performance of the contract. Such an unregistered sale deed can also be admitted in evidence as an

evidence of any collateral transaction not required to be effected by registered document. When an unregistered sale deed is tendered in evidence, not as evidence of a completed sale, but as proof of an oral agreement of sale, the deed can be received in evidence making an endorsement that it is received only as evidence of an oral agreement of sale under the proviso to Section 49 of 1908 Act."

(b) In **Cheryala Srinivas vs. Moola Sujatha's** case (Supra 2) this Hon'ble Court observed as under:

"3 The petitioner raised an objection, as to the admissibility of the documents. It was pleaded that the agreements required to be registered under entry **47-A of Schedule I-A of the Indian Stamp Act, 1899 (for short 'the act')** on account of the fact that there is a recital as to delivery of possession, and that the stamp duty for the documents is inadequate. The 1st respondent pleaded that though there is a recital, as to delivery of possession in the documents, several acts, which constitute effective delivery of possession, as indicated in the agreements, were to be undertaken by the petitioner. It was also alleged that the petitioner denied delivery of possession in the written- statement. The trial Court overruled the objection raised by the petitioner, through its docket orders dated 29-06-2009. Hence, these two revisions.

8.The possession mentioned in explanation-I, must be effective, actual, and the one, recognized in law. Unless the party under the agreement has the benefit of possession of the property, without any dispute, or challenge, from a party to the agreement, he cannot be mulcted with the liability to pay the stamp duty, as though it is a sale deed. There is background, on account of which, Explanation came to be added. Instances were noticed, wherein the parties were enjoying the properties, almost as owners, just on the basis of agreements of sale. In fairly large number of transactions, parties were not inclined to get the sale deeds executed, may be due to enormous expenses involved. They were enjoying the effective possession of the property, just on the strength of agreements of sale. The vendors also did not have any grievance, once they received the entire consideration. The net result is that the State was deprived of the stamp duty, payable on the transaction, which is akin to a sale. Therefore, the very basis for equating an agreement of sale to a sale deed, for the purpose of stamp duty, is the effective, uninterrupted and legal possession of the purchaser. If that is lacking, or seriously doubted, the equation gets a bit disturbed.

9 In the instant case, it is no doubt true that the last sentence of the agreements mentions that the possession of the land is handed over to the 1st respondent. If that sentence or phrase is independent and absolute, the objection raised by the petitioner is certainly valid and deserves to be accepted. However, the phrase,

> that connotes delivery of possession, is preceded by several conditions.
>
> 17 Another way of looking at the matter is, from the point of view of the object, underlying the Act. It aims at imposition of stamp duty on various transactions. If a transaction is complete, but the prescribed stamp duty is not paid, an occasion arises for impounding it. The agreement of sale is not an absolute transaction. It has to culminate in a sale deed. Viewed in this context, an agreement of sale cannot be subjected to the same tests, as to impounding, on par with other documents."

11. On perusal of the ruling by the Hon'ble Apex Court relied by the learned counsel for the petitioner, wherein the Hon'ble Apex Court clearly held that the unregistered sale deed tendered not as evidence of completed sale but as proof of oral agreement of sale the same can be received in evidence by making an endorsement that it was received only as evidence of oral agreement of sale as per the proviso of Section 49 of the Registration Act, 1908. But in the case on hand, the instrument is named as "agreement of sale-cum-possession". Much less, the plaintiff/petitioner also pleaded that he has been in possession and enjoyment of the property not only in the plaint but also in his chief evidence affidavit before the Court at trial. Therefore, since there is a specific recital with regard to delivery of the possession of the property under an agreement of sale, the levy of stamp duty and penalty is always in relation to the description of the document and levy cannot depend upon the pleadings of the parties. Therefore, the judgment relied upon by learned counsel for the petitioner is not applicable to the present document which is sought to be marked as exhibit.

12. On the other hand, as contended by learned counsel for the respondent that levy of stamp duty and penalty is always in relation to the description of document and levy cannot depend upon the pleadings of the parties unless the document is sufficiently stamped it cannot be marked even for collateral purpose, for which he relied upon the following judgments:

(a) In **K. Panchapagesa Ayyar Vs. K. Kalyanasundaram Ayyar**'s case (Supra 3) the Hon'ble Madras High Court (Principal Seat at Madras) observed as under:

> "25. To sum up it is well settled in a long series of decisions which have since received statutory recognition by the Amending Act of 1929 (vide the concluding words of the new proviso to Section 49 of the Registration Act) that a compulsorily registrable but an unregistered document is admissible in evidence for a collateral purpose that is to say, for any purpose other than that of creating, declaring, assigning, limiting or extinguishing a right to immovable property.
>
> The expression "collateral purpose" is no doubt a very vague one and the Court must decide in each case whether the purpose for which it is sought to use the unregistered document is really a col lateral one or is to establish directly title to the immovable property sought to be conveyed by the document. But by the simple device of calling it a "collateral purpose" a party cannot use the unregistered document in any legal proceedings to bring about indirectly the effect which it would have had if registered.
>
> To quote Sir George Lowndes in James R. R. Skinner v. Robert Hercules Skinner ILR 51 All 771: (AIR 1929 PC 269) (Z 22) the collateral purpose to which the document is put should be nothing else than an evasion of the statute and render almost nugatory the hitherto well-established rule relating to the limited uses to which an unregistered partition deed can be put to."

(b) In **Penkey Suryakantham vs. Shaik Sillar**'s case (Supra 4) the Hon'ble erstwhile High Court of Kidocatire pf Andhra Pradesh at Hyderabad held thus:

> "10. It is explicit from the plaint pleadings that the petitioner/plaintiff came into possession of the land as a tenant and not as an agreement holder. The respondent/ defendant filed the written statement disputing the very agreement of sale itself. It is the case of the respondent/defendant that the husband of the petitioner/plaintiff is a cultivating tenant of the plaint schedule land and he was inducted into the possession of the said property in the year 1993, on a makta of 15 kata bags of paddy per year and he has been continuing as a cultivating tenant.
>
> 11. It is useful to extract para 9 of the written statement of the defendant for better understanding of the plea set up by him and it is thus:
>
> > "9. The husband of the plaintiff by name Penke Annvaram is a cultivating tenant of the plaint schedule property and he was inducted into the possession of the said property in the year 1993, for a makta of 15 kata bags of paddy per year and he has been continuing as a cultivating tenant. The husband of the plaintiff with intent to grab the plaint schedule property created the alleged suit agreement and got filed this suit through the plaintiff. This defendant filed an A.T.C.43/97 on the file of the Tenancy Tribunal for eviction and the same is pending. After one year of filing of this A.T.C., the plaintiff and her husband Penke Annavaram designed a plan and created the alleged suit agreement with the help of the attestors of the agreement. This defendant got issued a suitable reply to the notice issued by the plaintiff prior to filing of the A.T.C. This defendant got issued a legal notice to the husband of the plaintiff to pay the arrears of makta but he refused to take the notice and hence the notice was returned. This defendant is also ready to file a civil suit for recovery of the said arrears of makta."

(c) In **Kota Ganga Rao vs. Kamineni Anjaneyulu**'s case (Supra 5) this Hon'ble Court observed as under:

> "11. Eventually, the Division Bench concluded that delivery of possession before the execution or at the time of execution or after the execution of an agreement and such agreements are deemed to be conveyances for the purpose of imposing stamp duty.

> 13. As discussed supra, in the case on hand, there is specific recital with regard to delivery of property under agreement of sale dated 08.11.1996. While deciding the question relating to payment of stamp duty and penalty on a particular document, the recitals of the document may have to be looked into and not the pleadings of the respective parties. The pleadings of the parties may be in deviation of the document in question. The levy of the stamp duty and penalty is always in relation to the document which is to be marked before the Court and such levy cannot depend upon the pleadings of the parties. Unless the document is sufficiently stamped it cannot be marked even for collateral purpose. Apart from that, in the case on hand, plaintiff filed suit seeking specific performance on the basis of possessory agreement of sale. Thus, the argument of learned counsel that no stamp duty need be paid and the document can be marked for collateral purpose and the stamp duty will be paid after the decree etc., falls to ground.
>
> 14. In view of specific recital in the agreement of sale dated 08.11.1996 with regard to delivery of property, this Court does not find any illegality in the order passed by the Court below warranting interference of this Court under Article 227 of the Constitution of India."

13. On perusal of the rulings relied upon by learned counsel for the defendant/respondent it is clear and categorical that since the plaintiff/petitioner filed suit seeking specific performance on the basis of possessory agreement of sale, the subject agreement of sale discloses the schedule property is delivered on the date of execution of the agreement and such agreement should be levied stamp duty and penalty unless the document is sufficiently stamped it cannot be marked even for collateral purpose. The said contention of learned counsel for the respondent was substantiated in view of the rulings as referred supra.

14. In view of foregoing discussion, the order of the Court below rejecting the claim of marking an unregistered possessory agreement of sale as exhibit is in accordance with law and also as per the ratio laid down by the Hon'ble Apex Court as well as this Court as stated supra. Therefore, this Court is of the view that the order of the Court below do not warrants any interference for any reason.

15. Accordingly, the Civil Revision Petition is dismissed. No costs.

As a sequel, interlocutory applications if any pending, shall stand closed.

JUSTICE VENKATESWARLU NIMMAGADDA

Dt:24.06.2026
krk
Whether the order is:

Speaking		Reasoned	☑
Reportable	☑	Non-reportable	

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

102

C.R.P.No.957 of 2026

Dt:24.06.2026
krk