



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF OCTOBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE S VISHWAJITH SHETTY

WRIT PETITION NO. 1136 OF 2022 (GM-CPC)

BETWEEN:

SMT KAMALAMMA,
W/O LATE S NARASIMHAIAH,
AGED ABOUT 71 YEARS,
NO.28/20/1 G-2,
AKHATHA APARTMENTS,
10TH MAIN, GOKULA 1ST STAGE,
II PHASE MATTIKERE,
BANGALORE - 560 054.

...PETITIONER

(BY SRI. CHANDRA KUMAR R.,ADVOCATE)

AND:

1. SRI N HARISH,
S/O LATE NARASIAH,
AGED ABOUT 67 YEARS,
R/AT NO.208, 1ST FLOOR,
5TH MAIN, 14TH A CROSS ROAD
R T NAGAR, BANGALORE 560 032.
2. SRI MARIRANGAIAH,
S/O LATE MUDDARANGAIAH,
AGED ABOUT 57 YEARS,
BUDDAIAHNAPALYA VILLAGE,
H/O GORURU SOLUR HOBLI,
MAGADI TALUK - 562127,
RAMANAGARA DISTRICT.
3. SRI NARASEGOWDA,
S/O LATE LAKSHMAN GOWDA,
AGED ABOUT 68 YEARS,



R/AT SOLUR VILLAGE,
SOLUR HOBLI, MAGADI TALUK,
RAMANAGARA DISTRICT - 562 127.

4. NAVEEN KUMAR,
S/O NARASEGOWDA,
AGED ABOUT 38 YEARS,
5. SRI KARTHIK,
S/O NARSEGOWDA,
AGED ABOUT 28 YEARS,
6. SRI B NATARAJ KUMAR
SINCE DEAD BY HIS LRS
- 6(a) SMT MANJULA,
W/O LATE B NATARAJ KUMAR,
AGED ABOUT 51 YEARS,
- 6(b) KUM POOJA,
D/O LATE B NATARAJ KUMAR,
AGED ABOUT 35 YEARS,
- 6(c) KUM PRARTHANA
D/O LATE B NATARAJ KUMAR,
AGED ABOUT 33 YEARS
- 6(d) MASTER PUNITH GOWDA,
S/O LATE B NATARAJ KUMAR,
AGED ABOUT 31 YEARS

RESPONDENT NOS.6(a) TO (d)
ARE R/AT NO.70 NEARS MARUTHI THEATER
JDN COMPLEX RAJGOPALA NAGAR
BANGALORE 560 058.

7. SRI NARASIMHE GOWDA,
S/O CHIKKA NARASE GOWDA,
AGED ABOUT 78 YEARS,
R/AT NO.14 1ST MAIN ROAD,



7TH CROSS LAGGERE,
BANGALORE 560 058.

8. SRI NATARAJ,
S/O CHIKKA NARASE GOWDA,
AGED ABOUT 78 YEARS,
RESPONDENT NO.7 AND 8 ARE
RESIDING AT NO.14, 1ST MAIN ROAD,
7TH CROSS, LAGGERE, BANGALORE - 560 058.
9. SRI S L KRISHNAMURTHY,
S/O LATE LAKSHMANA GOWDA,
AGED ABOUT 78 YEARS,
10. SRI L NARASAPPA,
S/O LATE LAKSMANA GOWDA,
AGED ABOUT 65 YEARS,
11. SRI L SIDDARAJU,
S/O LATE LAKSMANA GOWDA,
AGED ABOUT 63 YEARS,
R/AT NO.14, 1ST MAIN ROAD,
7TH CROSS LAGGERE,
BANGALORE 560 058.
12. SRI L NAGARAJ,
S/O LATE LAKSMANA GOWDA,
AGED ABOUT 75 YEARS,
RESPONDENT NO.9 TO 12 ARE
R/AT AT SOLUR VILLAGE,
SOLUR HOBLI, MAGADI TALUK,
RAMANAGARA DISTRICT -562 127.
13. THE DISTRICT REGISTRAR,
RAMANAGARA DISTRICT,
RAMANAGARA - 562159.

...RESPONDENTS

(BY SMT RADHA RAMASWAMY, AGA FOR R13,
V/O/D 14.07.2022, NOTICE TO R2 TO R12 IS D/W)



THIS WRIT PETITION IS FILED UNDER ARTICLE 227 OF THE CONSTITUTION OF INDIA PRAYING TO QUASH THE IMPUGNED ORDER DTD 13.12.2021 ONE PASSED BY THE SENIOR CIVIL JUDGE, AT MAGADI, IN O.S.NO.22/2014 VIDE ANNEX-A AND ALLOW THE W.P.

THIS PETITION, COMING ON FOR ORDERS THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE S VISHWAJITH SHETTY

ORAL ORDER

Defendant No.1 is before this Court under Article 227 of Constitution of India with a prayer to set-aside the order dated 13.12.2021 passed in O.S.No.22/2014 by the Court of Senior Civil Judge and JMFC, Magadi.

2. Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the respondents.

3. Respondent No.1 herein has filed O.S.No.22/2014 before the Court of Senior Civil Judge and JMFC, Magadi seeking the specific relief of the sale agreement dated 12.01.2004. Defendant No.1 has filed a detailed written statement opposing the claim. I.A.No.18



was filed by defendant No.1 in O.S.No.22/2014 with a request to the Trial Court to impound the agreement dated 12.01.2004 and collect the deficit stamp duty and penalty on the said documents. The Trial Court vide order dated 19.11.2018 allowed I.A.No.18 and after impounding the aforesaid agreement for sale directed the office to forward the copy of the agreement for sale to the District Registrar for calculation of stamp duty and penalty. It appears that the District Registrar had submitted a report on 20.12.2018 stating that the stamp duty paid on the agreement is sufficient and therefore there is no necessity of collecting the deficit stamp duty and levying penalty.

4. The Trial Court vide impugned order has rejected the said report of the District Registrar and has directed the plaintiff to pay a sum of Rs.69,300/- towards deficit stamp duty and penalty on the aforesaid agreement for sale dated 12.01.2004. Being aggrieved by the same, defendant No.1 is before this Court.



5. Learned counsel for the petitioner submits that in the order passed on I.A.No.18, it is observed that possession of the suit schedule property has been delivered to the plaintiff under agreement for sale. The said order has not been questioned by the plaintiff. He refers to the agreement for sale dated 12.01.2004 and submits that there is a specific mention about the delivery of possession under the agreement and therefore the Trial Court was not justified in passing the order impugned.

6. *Per contra* learned Additional Government has argued in support of the order impugned.

7. Respondent No.1 herein is the plaintiff in O.S.No.22/2014 (Old No.345/2005).

8. Perusal of the plaint in O.S.No.22/2014 (Old No.345/2005) would go to show that there is no such pleading in the plaint to the effect that plaintiff has been put in possession of the suit schedule property under the agreement for sale dated 12.01.2004. The petitioner who



is defendant No.1 in the suit has filed a detailed written statement denying the very execution of the agreement for sale dated 12.01.2004.

9. Perusal of the agreement for sale dated 12.01.2004 would go to show that there is a specific mention in the said agreement that possession of the suit schedule property will be handed over to the plaintiff on the day the balance sale consideration is paid to the vendor and the sale deed is registered. There is a subsequent mention in the sale agreement that original title documents relating to the property which is the subject matter of the sale agreement is handed over to the possession of the plaintiff/agreement holder. It is this Clause which is sought to be relied upon by the petitioner in support of his contention that plaintiff has been put in possession of the suit schedule property under the agreement for sale dated 12.01.2004.

10. The Trial Court having appreciated these aspects of the matter and having found that the plaintiff



has not been put in possession of the suit schedule property under the agreement for sale deed dated 12.04.2004 has rightly held that the stamp duty payable on the agreement for sale is as provided under Article 5(e)(ii) and not under Article 5(e)(i) of The Karnataka Stamp Act, 1957.

11. Under these circumstances, I am of the opinion that the order impugned in this petition does not suffer from any illegality and perversity which needs interference by this Court. I see no merits in this petition.

12. Accordingly, the Writ Petition is ***dismissed***.

Sd/-
(S VISHWAJITH SHETTY)
JUDGE