



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 25TH DAY OF MARCH, 2026

BEFORE

THE HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL

WRIT PETITION NO.15564 OF 2022 (GM-CPC)

BETWEEN:

1. RANGAPPA @ GANGANNA,
S/O SRI. BILLEYAPPA,
AGED ABOUT 73 YEARS,
R/AT MUNICIPAL NO.267/13,
NEW NO.13, RAJAJINAGAR 3RD STAGE,
PRAKASHNAGAR, 6TH MAIN ROAD,
BENGALURU-560021.

LRS OF THE PETITIONER

- 1(a) SMT. NANJAMMA,
D/O LATE RANGAPPA @ GANGANNA,
AGED ABOUT 53 YEARS,
RESIDING AT NO.138/D2,
6TH MAIN ROAD, PRAKASH NAGAR,
BENGALURU-560021.
- 1(b) SRI. CHANDRASHEKAR R.,
S/O LATE RANGAPPA @ GANGANNA,
AGED ABOUT 51 YEARS,
RESIDING AT NO.3656/18,
GANESH RAO LAYOUT,
NELAMANGALA TOWN, NELAMANGALA,
BENGALURU-562123.

(AMENDED VIDE COURT ORDER DATED 18.02.2026)
...PETITIONERS

(BY SRI. P.PRASAD, ADVOCATE FOR
SRI. C.G. GOPALASWAMY, ADVOCATE)





AND:

1. GANGAHONNAPPA,
S/O SRI. C. HONNAPPA,
AGED ABOUT 70 YEARS.
2. GANGARAJU,
S/O SRI. C. HONNAPPA,
AGED ABOUT 62 YEARS.
3. CHANDRAPPA @ CHANDRA,
S/O SRI. C. HONNAPPA,
AGED ABOUT 53 YEARS.

1 TO 3 RESIDING AT
KAMMASANDRA VILLAGE,
LAKSHMIPURA POST,
DASANAPURA HOBLI,
BENGALURU NORTH TALUK,
BENGALURU-562162.

4. SMT. LEELAMMA,
W/O SRI. P. NARAYANAPPA,
D/O SMT. GANGAMMA,
AGED ABOUT 55 YEARS,
RESIDING AT NO.L19,
8TH CROSS ROAD,
LAKSHMINARAYANAPURA,
SRIRAMPURA,
BENGALURU-560021.

...RESPONDENTS

(BY SRI. L.S.MANJUNATH, ADVOCATE FOR
SRI. R.P.SOMASHEKARAIHAH, ADVOCATE FOR R4;
SRI. SANTHOSH S., ADVOCATE FOR R1 TO R3)

THIS WRIT PETITION IS FILED UNDER ARTICLE 227 OF
THE CONSTITUTION OF INDIA PRAYING TO SET ASIDE THE
ORDER DATED 01.12.2021, ON THE MARKING OF THE SUIT
AGREEMENT I.E., THE AGREEMENT OF SALE DATED
26.11.2014, IN O.S.NO.1679/2017 IN THE COURT OF THE I



ADDITIONAL CITY CIVIL JUDGE, BENGALURU (CCH 2) VIDE ANNEX-A AND TO DIRECT THAT THE SUIT AGREEMENT I.E., THE AGREEMENT OF SALE DATED 26.11.2014, VIDE ANNEX-D BE MARKED IN THE EVIDENCE OF THE PETITIONER AS PW1 IN O.S. NO.1679/2017 IN THE COURT OF THE I ADDITIONAL CITY CIVIL JUDGE, BENGALURU (CCH 2).

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

CORAM: HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL

ORAL ORDER

This writ petition is filed challenging the order dated 01.12.2021 passed in O.S.No.1679/2017 by the IX Additional City Civil and Sessions Judge, Bengaluru.

2. Sri P. Prasad, the learned counsel for the petitioners submits that the petitioner filed a suit for specific performance of the agreement of sale dated 26.11.2014 and in the said suit he produced the agreement in question. At that stage, the defendants raised objection for acceptance and marking of the said document on the ground that the instrument is insufficiently stamped. It is submitted that the agreement of sale is an unregistered agreement. It is the specific contention of the plaintiff that he was put in possession of the property 40 years prior to the agreement and hence, the question of paying



duty and penalty as ordered by the Trial Court would not arise. In support of his contention, he placed reliance on the decision of this Court in the case of **SMT. TULASAMMA AND OTHERS v. SMT. M.S. SEETHALAKSHMI AND OTHERS**¹ and seeks to allow the writ petition by setting aside the impugned order.

3. Per contra, Sri L.S.Manjunath, the learned counsel for respondent No.4 supports the impugned order of the Trial Court and submits that the Trial Court has considered the agreement in question and recorded clear finding that the instrument is an unregistered document and possession is delivered on the same instrument and hence, they are liable to pay the duty and penalty as per the conveyance and on actual market value of the property and seeks to dismiss the writ petition.

4. I have heard the arguments of the learned counsel for the petitioners and the learned counsel for respondent No.4 and meticulously perused the material on record.

¹ W.P.No.2200/2020 (GM-CPC) dated 22.01.2026



5. The petitioner filed O.S.No.1679/2017 against the respondents herein for the relief of specific performance of the agreement of sale dated 26.11.2014. In the said suit, the defendants filed the written statement denying the assertions made in the plaint. The matter was posted for trial. During the course of the plaintiff's evidence, P.W.1 produced the original agreement of sale dated 26.11.2014. The said document was sought to be marked, which was opposed by the counsel for the defendants on the ground that the agreement of sale is an unregistered agreement and the said agreement of sale indicates delivery of possession in favour of the plaintiff. Considering the contentions from both sides, the Trial Court under the impugned order upheld the objection of the defendants, impounded the agreement of sale by directing the plaintiff to pay the stamp duty and penalty on the agreement of sale by next day of hearing.

6. The only question that arise for consideration in this writ petition is:

"Whether the agreement of sale dated 26.11.2014, under which the plaintiff claims to seek a relief for specific performance can be



accepted and marked in evidence in view of the opposition of the defendants on the ground of insufficient stamp duty?”

7. Admittedly, in the agreement of sale in question, the stamp duty paid by the plaintiff is Rs.200/-. A perusal of the covenants of the agreement of sale, particularly at page 3, last paragraph, indicates that the plaintiff has been in possession of the property for the past 40 years, and it refers to the receipt of the amount of Rs.8,00,000/-. In page No.4, the agreement further makes a reference that under the agreement, the plaintiff has paid certain amount to the defendants and the defendants handed over the physical possession of the property. The agreement is very clear that the property in question was delivered in favour of the plaintiff. When things stand thus, I am of the considered view that the instrument in question is deficiently stamped and is liable to be impounded.

8. This Court in the case of **SMT. ANITHA SHANTI VAZ v. SMT. NOOTHAN SHETTY AND OTHERS²** has

² W.P.No.2065/2024 disposed of on 11.03.2026



considered the effect of Article 5 of the Karnataka Stamp Act, 1957 and held that if the possession is delivered under the agreement, then the plaintiff is liable to pay the stamp duty as if it is a conveyance as stated under Article 20 of the Act on the market value of the property. In the case on hand, the covenant of the agreement makes it very clear that the possession of the property was delivered under the agreement and hence, I do not find any error or perversity in the finding recorded by the Trial Court in the impugned order calling for interference in this petition. The writ petition is devoid of merits and the same is accordingly rejected.

Sd/-
(VIJAYKUMAR A. PATIL)
JUDGE

MD
List No.: 1 Sl No.: 3