HON'BLE SRI JUSTICE M.S.RAMACHANDRA RAO

CIVIL REVISION PETITION No. 241 of 2015

ORDER:

This Revision petition is filed challenging the order dt. 03.12.2014 in O.S.No.24 of 2013 of the III Additional District Judge (FTC), Anantapur.

2. The petitioner herein is the plaintiff in the above suit. The said suit was filed against the respondent for recovery of amount. The petitioner alleged that he had engaged the respondent as an agent for proper distribution of seeds to agriculturists and to arrange proper godown facilities to stock the seeds received directly from the Agricultural Department or A.P. Oil Seeds Federation Limited, Hyderabad on behalf of the petitioner, maintain proper accounts, inform stock position to it and to remit promptly the sale proceeds to the petitioner. It is the case of the petitioner that the respondent has to remit Rs.6.50 per quintal to it out of Rs.30/- commission received by respondent from the suppliers of seeds i.e. from the Agricultural Department and A.P.Oil Seeds Federation Limited, Hyderabad by retaining Rs.23.50 as working expenses.

3. This agreement was reduced into writing on 08.06.2009 on Rs.100/- stamp paper and it mentions the duties of the respondent towards the petitioner.

4. During the course of evidence of the petitioner, this document was sought to be marked through PW.1, the petitioner’s witness. Respondent opposed the marking of the document on the ground that the document is in the nature of bond under Section 2(5) of the Indian Stamp Act, 1899. The Court below upheld the said contention.

5. Challenging the same, the present Revision petition is filed.

6. Learned Counsel for the petitioner contended that the document in question cannot be said to be a bond since it is not attested by a witness and, under the said document, the respondent was obliged to pay to the petitioner Rs.6.50 per quintal out of Rs.30/- commission he receives from the Agricultural Department or the A.P.Oil Seeds Federation Limited after retaining Rs.23.50 towards his expenses. He further contended that, as per the accounts maintained between the parties, a sum of Rs.8,88,722/- was found payable by the respondent to the petitioner and since this payment was not made by way of grain or other agricultural produce, the document in question cannot be said to be bond.

7. Although, learned counsel for the respondent sought to support the order passed by the Court below, since the document in question is not attested by a witness and since it does not indicate that the respondent has to deliver grain or agricultural produce to the petitioner, the judgment, in **Chetlapalli Sitharama Ratna Ranganayakamma v. Vankamamidi Venkata Subba Rao,** relied upon by the Court below has no application to the facts of the case since in that case the applicant had to pay in grain and not in cash.

8. Therefore, this Revision is allowed and the order dated 03.12.2014 in O.S.No.24 of 2013 of the III Additional District Judge (FTC), Anantapur, is set aside. The Court below is directed to mark the agreement dated 08.06.2009 since it is adequately stamped as per Article 6A(IV) of Schedule 1A of the Indian Stamp Act. Miscellaneous petitions pending, if any, shall also stand dismissed. No order as to costs.

M.S.RAMACHANDRA RAO,J

Date:12.10.2015

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