

HONOURABLE SRI JUSTICE A. RAMALINGESWARA RAO

CIVIL REVISION PETITION No. 4950 of 2014

DATED 4th November, 2015

BETWEEN

C.Laxmaiah

..Petitioner

And

C.Thirupathaiah

....Respondent

HONOURABLE SRI JUSTICE A. RAMALINGESWARA RAO

CIVIL REVISION PETITION No. 4950 OF 2014

ORDER:

The petitioner herein is the plaintiff in O.S.No .49 of 2010 on the file of the learned II Senior Civil Judge (FTC), Mahabubnagar. He filed the said suit for recovery of money based on the document dated 17.3.2009 wherein the

respondent herein agreed to pay balance amount out of total amount of Rs.2,53,000/- depending on the measurements of the land. The said document was executed on a non judicial stamp paper worth of Rs.20/-. When the said document was sought to be marked by the petitioner/plaintiff, the respondent/defendant raised objection and his objection was upheld by the Court below in its order dated 13.8.2014. Challenging the same, the present Civil Revision petition is filed.

A perusal of the document indicates that the said document was executed between the petitioner/plaintiff and respondent/defendant and the recitals in the said document would show that the petitioner/plaintiff wanted to alienate an extent of Ac.1.06 guntas of land in Sy.No.3/E for total sale consideration of Rs.2,53,000/- and the respondent/defendant agreed to purchase the same and accordingly got registered the land by paying Rs.1,00,000/- on 17.3.2009 and agreed to pay the balance amount on or before 01.08.2009 as per the measurements. It was signed by the witnesses. When the respondent/defendant failed to pay the amount as agreed under the said document, the present suit was filed. The Court below considered the said document as 'bond' and allowed for marking of the said document subject to condition of paying stamp duty and penalty. The relevant observations of the Court below are as follows:

“ Now I look into the definition of 'Bond' under the Indian Stamp Act 1899. Bond includes a) Any instrument there by a person obliges himself to pay money to another on condition B)... C).... Under this subject document dated 17.3.2009, C.Thirupathiah had obliged himself to pay the balance of money to C.Laxmaiah but not to persons on his order or to bearer and the said document was found attested by some people. Since, the property had already been registered and delivered under a registered sale deed, there is no question of specific performance of particular act but only to pay specified money on or before a specified date. Hence, the subject document attracts the definition as mentioned in Section 2(5) 9(b) which is one of the clauses of the document included in the definition of 'bond' under the Indian Stamp Act, 1899.”

I have carefully gone through the document sought to be marked by the petitioner/plaintiff and concurred with the opinion expressed by the Court below.

The order of the Court below dated 13.8.2014 does not call for any interference by this Court in this Civil Revision Petition.

The civil Revision petition is accordingly dismissed. Miscellaneous petitions pending consideration if any in the Civil Revision Petition shall stand closed in consequence. No order as to costs.

JUSTICE A. RAMALINGESWARA RAO

DATED 4th October, 2015..

Msnr_x