

THE HON'BLE SRI JUSTICE S. RAVI KUMAR

CRP No.1763 of 2011

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Date:17.03.2016

Between:

Bandaru Raju

..... Petitioner.

AND

Sri Siddi Vinayaka Constructions
Rep by its Managing Partner
O.Kotaiah, S/o. Pedda Veera
Swamy, aged about 55 years,
R/o.Kotcherla Village, Ipuru Mandal,
Guntur District and others.

.....Respondents.

The Court made the following :

THE HON'BLE SRI JUSTICE S. RAVI KUMAR

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ORDER:

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This revision is preferred against order dated
11-08-2010 in O.S.No.6/2009 on the file of Additional Senior Civil
Judge, Narsaraopet, Guntur District.

2. Revision petitioner herein is plaintiff before the lower Court in
O.S.No.6/2009 and at the time of recording evidence, an objection
was raised with regard to admissibility of a document i.e., letter dated
09-03-2006, which is the suit document and the learned trial Judge
following a Full Bench decision of this Court in *Venkata*

Bhavanarayana vs. Kommuru Vullakki Cloth Merchant Firm, Tenali and others (1996 (1) ALT 917) (FB)) held that the document has to be treated as bond and liable for stamp duty. Questioning the said order, present revision is preferred.

3. Advocate for revision petitioner submitted that the trial Court erred in not admitting the document, which is only a letter and that it misread the Full Bench decision of this Court and therefore, the order of the Court below is contrary to law.

4. On the other hand, Advocate for respondents submitted that Full Bench decision of this Court in *Venkata Bhavannarayana vs. Kommuru Vullakki Cloth Merchant Firm, Tenali and others (1996 (1) ALT 917 (F.B))* distinguished difference between a promissory note, a bond and a letter of similar type was treated as bond. He submitted that the trial Court has not committed any error and rightly followed the above referred decision.

4. Learned Counsel for the revision petitioner has drawn my attention to the document i.e., letter dated 09-03-2006. I have perused material papers including the impugned order dated 11-08-2010.

5. In *Venkata Bhavannarayana vs. Kommuru Vullakki Cloth Merchant Firm, Tenali and others (1996 (1) ALT 917 (FB))* the definition of a bond and promissory note as given in the stamp act were considered under a plain letter given on behalf of Kommuru Vullakki Cloth Merchant, Tenali to Sri Boliseti Bhavannarayana S/o. Rama Mohana Rao, R/o. Dhulipudi Village, Tenali, which refers to a hand loan of Rs.5,000/- was treated as a bond and observed that it would fall within the meaning of bond. In this case also, it is a letter which refers to taking a sum of Rs.4,50,000/- for the development of

business as loan therefore, the trial Court has rightly objected for marking the document on the ground that it is liable for stamp duty.

6. On a scrutiny of the material, I am of the view that the trial Court has not committed any jurisdictional error in appreciating the material on record and applying the Full Bench decision of this Court to the facts of the case and therefore, there are no merits in the revision and the same is liable to be dismissed as devoid of merits.

7. Accordingly, revision is dismissed as devoid of merits.

No costs.

8. As a sequel, miscellaneous petitions, if any, pending in this Civil Revision Petition, shall stand dismissed.

JUSTICE S. RAVI KUMAR

Date:17.03.2016

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