

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CR No.2219 of 2014

Date of decision : 15.03.2016

Bhim Singh

...Petitioner

Versus

Sheo Pal and another

...Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL.

1. Whether reporters of local newspapers may be allowed to see judgment ?
2. To be referred to reporters or not ?
3. Whether the judgment should be reported in the Digest ?

Present: Mr. Keshav Pratap Singh, Advocate for the petitioner.

Mr. Atul Yadav, Advocate for respondent No.1.

AMIT RAWAL, J. (Oral)

The petitioner-plaintiff is aggrieved of the order dated 11.02.2014, whereby application filed by the respondent-defendant treating the agreement to sell to be conveyance deed, plaintiff has been called upon to pay the deficiency of the stamp duty of ₹1,64,900/- including penalty.

Mr. Keshav Pratap Singh, learned counsel appearing on behalf of petitioner-plaintiff submits, that as per the agreement to sell dated 07.01.2006, the possession of the property agreed to be sold was handed over but the same was disputed by the defendant. Agreement to sell was against the total sale consideration of ₹5 lacs whereas ₹2 lacs as earnest money had been paid. Suit has been filed seeking specific performance of the agreement to sell. In the suit for specific performance, where possession has been delivered, it does not require registration. However, the trial Court

vide impugned order has erroneously tread on such path, thus, impugned order is not sustainable.

Mr. Atul Yadav, learned counsel appearing on behalf of respondent No.1 submits that there is no illegality and perversity in the order, whereas as per the Clause 6, the possession of property agreed to be sold has been handed over. The plaintiff is required to pay the stamp duty, much less, declaration as per provision of Section 20(b) of the Indian Stamp Duty Act, 1899.

I have heard learned counsel for the parties and appraised the paper book and I am in agreement with the submission of Mr. Keshav Pratap Singh, Advocate that in proceeding initiated in the specific relief, even if the party in pursuance to the agreement to sell has been handed over the possession, agreement do not require registration, therefore findings rendered by the trial Court that where as per agreement interim payment has been made, it tantamounts to conveyance is wholly misplaced. Moreover, the plaintiff is seeking execution and registration of the sale deed on payment of the balance sale consideration. It is only on decretal of suit, the plaintiff is called upon to pay balance sale consideration seeking registration of sale deed, through the intervention of the Court in case respondent-defendants does not come forward, but not at this stage.

In view of the aforementioned fact, impugned order is set aside.

Revision petition stands allowed.

15.03.2016

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**(AMIT RAWAL)
JUDGE**