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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ ARB.P. 287/2017

AMARJIT SINGH

..... Petitioner

Through Mr.Anirudh Kanan, Mr.Kamal Gupta
and Mr.Neeraj Gupta, Advs.

versus

BHUSHAN JAIN

..... Respondent

Through Mr.Arindam Mukherjee and Ms.Gargi
Tuli, Advs.

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

16.10.2017

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I have today recorded the statements of respondent Bhushan Jain and also of Shri Rakesh Kumar Jain, the only witness of the Agreement. Mr.Bhushan Jain has denied his signatures at points A to E on the original agreement dated 8.9.2013. He admits that the Guest House was given to the petitioner for running in September and October 2013 on trial basis. Shri Rakesh Kumar Verma states that he is the broker who introduced the parties. He has also denied his signatures at point Z.

In my opinion, an opportunity should be given to the petitioner to prove execution of this agreement as the petitioner seeks to enforce the agreement.

It is manifest that the agreement is unstamped. In view of the judgment of the Supreme Court in *SMS Tea Estates Private Limited vs. Chandmari Tea Company Private Limited*, (2011) 14 SCC 66, I impound

the said document and direct the Registry to put a certified copy thereof in a sealed cover and dispatch it to the Collector of Stamps, Delhi for determination of proper stamp duty and penalty to be paid by the petitioner.

A certified copy of this order be also sent to the Collector of Stamps. It will be open to the parties to participate in the proceedings before the Collector of Stamps. The Collector of Stamps will fix the dates and intimate the same to the parties.

Further proceedings regarding recording of the evidence of the parties shall take place only once Stamp Duty and penalty determined by the Collector of Stamps is paid.

Petition is disposed off with liberty to the petitioner to revive the same after the necessary stamp duty and penalty is paid.

JAYANT NATH, J

OCTOBER 16, 2017

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