

HON'BLE SRI JUSTICE S.V.BHATT

C.R.P. No.285 OF 2013

ORDER:

Heard Mr.Pulla Rao yellanki for petitioner and K.Murali Krishna for respondent.

The respondent filed O.S. No.210 of 2007 for specific performance of agreement of sale dated 02.05.2003. The suit agreement was sought to be marked as one of the exhibits. The revision petitioner objected to marking of the document as not satisfying the requirement of stamp duty under Article 47 (A) of Schedule 1 of the Stamp Act. The trial Court through the order impugned in the CRP overruled the objection. Hence, the CRP.

The question of payment of stamp duty for an agreement of sale which evidences delivery of possession as well is no more *res integra* in view of the decisions reported in B.Ratnamala v. G.Rudramma¹, Ponnampala Seetha Ramaiah v. Sanagala Sreenivasulu² and Gankidi Venkateshwar Reddy v. Podem Veeraiah and others³.

Mr. Murali Krishna submits that the order under revision refers to receiving a document under Section 49 of the Registration Act and overruling the objection. The counsel does not seriously attempt to sustain the reasons recorded in the order impugned in the CRP. I have perused the agreement of sale dated 02.05.2003 and there is no dispute that the agreement evidences alleged

¹ 1996 (6) ALT59

² 2012 6 ALD 766

³ 2016 (6) ALT594

delivery of possession by the petitioner herein in favour of respondent. Having regard to the said recital in agreement of sale dated 02.05.2003, the order of the trial Court overruling the objection under Stamp Act is unsustainable. Accordingly, the impugned order in the CRP is set aside. The respondent herein is given liberty to get the defect of deficiency of stamp duty cured either before the trial Court or by sending it to the competent authority.

The CRP is allowed. No order as to costs.

Miscellaneous petitions pending, if any, shall stand closed.

Date: 07.09.2018
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S.V.BHATT, J