

THE HON'BLE SRI JUSTICE CHALLA KODANDA RAM

C.R.P. No. 625 OF 2018

ORDER:

This Revision is directed against the order dated 17.09.2014 dismissing I.A. No. 877 of 2014 in O.S. No. 81 of 2012 on the file of the III Additional District Judge (Fast Track Court) at Anantapuramu.

The suit was filed for refund of sale consideration of Rs. 77,44,000/- paid with respect to the registered sale deed, dated 06.07.2011, with costs, totalling Rs.1,05,14,132/- and the said suit was posted for cross-examination of D.W.1. At that stage, the defendants had taken out I.A. No. 877 of 2014 to receive 'Voppudala Agreement' dated 06.07.2011 entered into between the plaintiff and the defendants. Simultaneously, they had taken out I.A.Nos. 875 and 876 of 2014 to recall P.W.3 for further cross-examination and to reopen the matter for further cross-examination of P.W.3 with respect to 'Voppudala Agreement' signed by him.

The learned Judge had dealt with the matter, in detail, and opined that the contents of the document, scribed on a Rs.100/- stamp paper, which was sought to be marked, reveal that it is a sale transaction, hence, requires stamp duty and registration. Even if it were to be assumed that it is a relinquishment deed or gift deed, wherein the defendants relinquished their right and title over the plaint schedule property in favour of the plaintiff, then also, it requires registration, since there is transfer of ownership of property. The learned Judge, relying on the judgment of the Supreme Court in **Thayyil Mammo v. Kottiath Ramunni (AIR 1966 SC 337)**, wherein it was held that when there is change of

ownership of immovable property, either by way of sale deed, gift deed or relinquishment deed, it requires registration, held that, in the instant case, since the petitioner – defendant wanted to mark the said document to prove transfer of ownership, as it was unregistered and insufficiently-stamped, the same cannot be received. In that view of the matter, there is no necessity to reopen the matter and recall P.W.3 to confront him with respect to the said document. Hence, by the common order dated 17.09.2014, the learned Judge dismissed all the Applications.

Today, it is represented that this Court, on 05.01.2018, by a common order, allowed Civil Revision Petition Nos. 1074 of 2015 and 6415 of 2017 preferred against the order dated 17.09.2014 in I.A. Nos. 876 and 875 of 2014 respectively, subject to the following conditions:

- 1) the petitioner shall pay a sum of Rs.10,000/- (Rupees ten thousand only) to the plaintiff within a week from the date of receipt of a copy of this order;
- 2) defendants shall present themselves for the purpose of cross-examination on the date fixed by the Court, without fail and they shall not seek any adjournments for the said purpose.

It was also made clear that this Court has not expressed any opinion as to the admissibility or otherwise of '*Voppudala Agreement*' and it would be open for the plaintiff to raise objections, if any with respect to the said agreement, even at the time of marking the same.

In view of the above, the order dated 17.09.2014 insofar as it relates to I.A.No. 877 of 2014 is also set aside and accordingly, the Civil Revision Petition is allowed, subject to the petitioner paying Rs.10,000/- (Rupees ten thousand only) to the plaintiff within ten days from the date of receipt of a copy of this order, failing which, the Revision stands automatically dismissed, without further recourse to this Court. No costs.

Consequently, the miscellaneous Applications, if any shall stand disposed of.

CHALLA KODANDA RAM, J

07th March 2018

Issue CC in three days.
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