

THE HON'BLE SRI JUSTICE CHALLA KODANDA RAM

CIVIL REVISION PETITION No. 1274 OF 2019

O R D E R:

This Revision is filed by the 1st defendant questioning the docket order dated 12.04.2019 in O.S.No. 240 of 2014 on the file of the Court of the Additional Senior Judge (FTC), Nizamabad at Armoor.

On behalf of the plaintiff, the document dated 22.08.2013 specifically styled as 'agreement' was sought to be marked as Ex.A1 and the same was objected to by the 1st defendant asserting that the said document is, in fact, a bond and the same having not been adequately stamped, is inadmissible in evidence under Section 35 of the Indian Stamp Act. The objection raised was overruled by the learned Additional Senior Judge holding that the said document is an agreement and the recitals therein do not fall within the definition of 'bond'.

Learned counsel for the petitioner – 1st defendant asserts that in the document styled as 'agreement', his client had made a promise to pay the amount of Rs.9,85,800/- on or before 22.09.2013 with the consequences of non-payment visiting him with legal action. Hence, the conditions laid down in the 'bond' as defined of under Section 2(5) of the Indian Stamp Act, would attract, submits the learned counsel.

For appreciation of the contentions raised by the learned counsel, it becomes necessary for this Court to see the contents of the document which read as under:

AGREEMENT

This Agreement is made and executed on this the 22nd day of August, 2013 at Nizamabad:-

I Shaik Kaleem Ahmed, S/o Jalal Sab, aged about (50) years, Occupation: Agriculture, R/o Nandipet Village, Nandipet Mandal, Dist.Nizamabad, do hereby solemnly declare that I have entered into an agreement with Smt. Reshma Begum, W/o Sayed Sajid, R/o Navipet Village, Navipet Mandal, Dist. Nizamabad, to buy six plots (17,18,34,3955, & 56) lies in Survey No. 685/3 & 686/5, measuring area of (1066.00) sq. yards at the rate of Rs.1300/- per yard which Accounts to a total of Rs.13,85,800/- (Rupees Thirteen Lakhs Eighty Five Thousand and Eight Hundred only).

Today, on 22.08.2013 I have given an initial payment of Rs.4,00,000/- (Rupees Four Lakhs only) and I promise to pay the remaining amount of Rs.9,85,800/- (Rupees Nine Lakhs Eighty Five thousand and Eighty Hundred only) within a month that is on or before 22.09.2013. I have persuaded Smt. Reshma Begum W/o Syed Sajid to get these plots registered on the name of Chepoor Narayana, S/o Dharmapuri aged about (47) years R/o Nandipet Village, Nandipet Mandal, Dist. Nizamabad as on now even before a month's time of without receiving the remaining amount due and with goodwill she has agreed ;to the same.

I promise to pay the remaining amount of Rs.9,85,800/- (Rupees Nine Lakhs Eighty Five thousand and eighty hundred only) within the said date that is 22.09.2013 ;else which I will be responsible for all the legal action take against me and I with my free will and without any undue pressure do hereby accept the terms and conditions of the agreement and declared to abide by the terms.

Shaik Kaleem Ahmed
S/o Jalal Sab
R/oNandipet Village

The alleged agreement was inscribed on Rs.100/- non-judicial stamp paper. It specifically was styled as an agreement. The document is not an undertaking simplicitor promising to pay certain amount, but it records the understanding between the parties whereunder the plaintiff had agreed to sell six plots of land at the rate of Rs.1300/- per square yard and initially, advance amount of Rs.4 lacs had already been paid and on the promise made by the revision petitioner – defendant No.1 to pay the balance of Rs.9,85,800/- within a stipulated period, the document of sale was also executed in the name of Sri Chepur Narayana, S/o Dharmapuri.

The above recitals clearly make the document an agreement rather than a bond simplicitor. It may also be noticed that there is no stipulation as to the document becoming void in the absence of fulfillment of condition, and on the contrary, the agreement specifically states that the legal recourse would be available to the agreement holder.

In those circumstances, the Order under Revision cannot be found fault with and it does not require any interference by this Court in exercise of revisionary jurisdiction.

The Civil Revision Petition therefore, lacks merit and the same is accordingly dismissed. No costs.

The miscellaneous Applications, if any also stand dismissed, consequently.

CHALLA KODANDA RAM, J

23rd July 2019

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