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2. Pertinent to note that the Special Civil Suit No.104 of 1990 was filed seeking specific performance against respondent Nos.2 to 4 and the case pleaded is that the plaintiff intended to purchase the flat from respondent Nos.2 to 4 and a letter of allotment dated 27/7/1981 was pressed into service.

3. An objection is raised qua the said document being insufficiently stamped, which was already exhibited as Ex-14. Learned Judge after referring to the various authorities cited before him, has recorded that no objection was raised by the defendants at the time of exhibiting the document. It is also recorded that the recital of the document do show that defendant No.1 has agreed that regular agreement in standard form of agreement shall be prepared and executed between the parties and possession shall not be given unless the amounts mentioned in the letter of allotment are paid in full. It is further recorded that there is no delivery of possession at the time of execution of the said letter of allotment. Since it is mentioned that separate agreement would be executed, a conclusion has been arrived at that this is not a document of conveyance, which requires stamp duty to be paid under Article 25 of the Stamp Act. The decision of the Hon'ble Supreme Court in **Javer Chand v. Pukhraj Surma** reported in **AIR 1961 SC 1655**, has been specifically relied upon, while rejecting the notice of motion.

4. I find no legal infirmity in the said impugned order,

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particularly looking to the tenor of the document, which is exhibited as Ex-14. In any case, the admissibility of a document is raised at the time when the document is tendered in evidence and after considering the contention of the rival parties, it would ultimately be taken into account whether the said document is a document of conveyance and, in that case, it will have to be necessarily and properly stamped and if not, it shall not be considered as admissible evidence. With the aforesaid legal position, the impugned order is upheld. The writ petition is dismissed.

[SMT. BHARATI DANGRE, J.]