IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE CIVIL JURISDICTION

WRIT PETITION NO. 10178 OF 2017

Dattatray Yashwant Mane ....Petitioner
V/S
Dy. Inspector General Of Registration And
Controller Of Stamps & Ors. ....Respondents

Mr. Harshad Sathe for the Petitioner
Mr. S. H. Kankal, AGP for the Respondent Nos. 1 to 3.

CORAM : NITIN W. SAMBRE, J.

DATED : 19th JULY, 2022

P.C.:

1. On 02/04/1984, the petitioner became first partner along with Mr. Nadkumar and Mr. Arun. The said partnership was dissolved vide deed of dissolution dated 03/08/2012, a notarized document. The petitioner has taken over entire assets and liabilities of the firm.

2. As a sequel to above, the leasehold rights created in favour of the partnership firm are sought to be transferred in favour of the petitioner from the MIDC.

3. Accordingly, the document in favour of the partnership firm in the form of lease deed was treated as principal agreement, whereas the subsequent dissolution deed dated 03/08/2012 of the partnership firm in favour of the petitioner by the MIDC is treated as supplementary agreement. Such supplementary agreement is

subject to valuation which has led to passing of the order impugned.

4. The contentions of the counsel for the petitioner are, the petitioner has succeeded to the interest of the firm after its dissolution and in such an eventuality, Article 47 of Schedule 1 of the Maharashtra Stamp Act (for short “MSA”) contemplates the stamp duty to be maximum of Rs.500/-.

5. He would urge that the transfer in favour of the petitioner by execution of above referred supplementary lease deed by the MIDC has to be for a stamp duty upto Rs.500/- and not the one as is adjudicated vide order impugned. According to him, the supplementary conveyance by MIDC in favour of the petitioner cannot be termed as a fresh conveyance and has to be read in the light of Article 47 clause 2 of the MSA.

6. The contentions are objected by Mr. Kankal, learned AGP on the ground that the petitioner pursuant to the dissolution deed has approached MIDC with prayer for execution of lease deed. Such lease deed is a conveyance as defined under the provisions of section 2(g) of MSA and accordingly the stamp duty is leviable under Article 60 of schedule 1 of the MSA.

7. Section 2 sub section (g) of the MSA defines “conveyance”, which is an inclusive definition. Every instrument is conveyance. The

term “instrument” is defined under clause (l) of section 2 of the Act which also is an inclusive definition. It includes every document by which any right or liability is, purports to be created, transferred etc., however it does not include bill of exchange or promissory note. The documents referred to above also include electronic records.

8. The fact remains that by virtue of conveyance of lease to be executed by MIDC in favour of the petitioner is an instrument has brought a document right under the provisions of Transfer of Property Act, which is created in favour of the Petitioner.

9. I have appreciated the aforesaid submissions.

10. Rightly so, the deed of dissolution of a partnership was deduce and executed on 03/08/2012 on non-judicial stamp paper of Rs.500/-. The said execution appears to be in tune with the provisions of Article 47 of schedule 1 of the MSA.

11. As regards the order impugned are concerned, learned AGP justified in claiming that the same is conveyance within the meaning of section 2 of the MSA as it creates all together new lease may be by way of supplementary document by the MIDC exclusively in favour of the petitioner.

12. As such lease deed is rightly held to be a conveyance in favour of the petitioner and chargeable under Article 60 of schedule 1 of the

MSA.

13. In the aforesaid background, the order impugned passed by both the authorities appears to be justified.

14. No error could be noticed so as to infer that the order goes contrary to the provisions under Article 47 of Schedule 1 of the MSA. That being so, petition fails and same stands dismissed.

(NITIN W. SAMBRE, J.)