

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

109

CR-3832 of 2018(O&M)
Date of Order: 28.04.2022

Kirandeep Kaur

..Petitioner

Versus

Karnal Singh

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Ish Puneet Singh, Advocate, for the petitioner.
Mr. Pardeep Bajaj, Advocate, for the respondents.

ANIL KSHETARPAL, J(Oral)

While assailing the correctness of interlocutory order passed by the Additional Civil Judge (Sr. Div.), Zira, the plaintiff has filed the present revision petition.

The trial Court has directed impounding of the agreement to sell on the ground that it has been written on an insufficient stamp paper. In other words, it has been found that the proper stamp duty has not been paid on the agreement to sell because it evidences delivery of possession.

The Court has ordered that the plaintiff is required to pay penalty equivalent to 10 times of the deficit amount of stamp duty which is required to be paid by the plaintiff on the total sale consideration i.e. 6,75,000/-.

It is evident that the Court while passing the order did not notice the difference on the stamp duty payable at the time of execution of the conveyance deed and the stamp duty payable at the time of execution of the agreement to sell with delivery of possession. This Court by a detailed judgment in **Narinder Kapoor and others vs. Inderjit (since deceased)**

through his legal heir and others(Civil Revision No.1931 of 2017 and

connected case, decided on 12.02.2020) has noticed the distinction and issued directions.

Keeping in view the aforesaid facts, the impugned order is set aside. The Additional Civil Judge (Sr. Div.), Zira, is requested to decide the matter afresh after taking notice of the judgment referred to above.

Disposed of accordingly.

All the pending miscellaneous applications, if any, are also disposed of.

April 28, 2022

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**(ANIL KSHETARPAL)
JUDGE**

Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No