

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

106

CR-8313 of 2017(O&M)
Date of Order: 28.04.2022

Sher Singh and another

..Petitioners

Versus

Balwant Singh @ Bant Singh

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. A.S.Syan, Advocate, for the petitioners.
Mr. S.S.Gill, Advocate, for the respondents.

ANIL KSHETARPAL, J(Oral)

While assailing the correctness of interlocutory order passed by the Additional Civil Judge (Sr. Div.), Payal, the plaintiffs have 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 proper stamp duty has not been paid on the agreement to sell because it evidences delivery of possession.

The Court has ordered that the plaintiffs are required to pay penalty equivalent to 10 times of the stamp duty which is required to be paid by the plaintiffs on the total sale consideration i.e. 30,93,958/-.

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.Divn.), Payal, 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