

**In the High Court of Punjab and Haryana, at Chandigarh**

**Civil Writ Petition No. 523 of 2020**

**Date of Decision: 08.02.2023**

Gurdeep Kaur and Another

... Petitioner(s)

Versus

State of Punjab and Others

... Respondent(s)

**CORAM: Hon'ble Mr. Justice Anil Kshetarpal.**

Present: Mr. Jaideep Verma, Advocate  
for the petitioner(s).

Mr. R.S.Pandher, Senior Deputy Advocate General,  
Punjab, for the respondent No.1 to 4.

Mr. Robin Lohan, Advocate  
for the respondent No.5.

**Anil Kshetarpal, J.**

1. The petitioners prays for issuance of a writ in the nature of certiorari to quash the orders dated 24.11.2017 and 01.10.2019.

2. In substance, the petitioners have been made liable to pay the additional stamp duty. The Collector, after examining the contents of the agreement to sell and the sale deed, came to the conclusion that the payment of stamp duty is insufficient. It has come on record that the agreement to sell was executed by Sh.Arun Kumar in favour of petitioner No.2-Sh.Guresh Kumar, whereas, the sale deed pertains to 40.5 square yards of area which has been executed in favour of Sh.Guresh Kumar and Smt. Gurdeep Kaur.

Both the authorities have come to the conclusion that the property in the agreement to sell and the sale deed is same, though, in the sale deed, the area

has been increased from 35.55 square yards to 40.5 square yards.

3. On 20.01.2023, after hearing the learned counsel representing the parties, the Sub Divisional Magistrate, Rupnagar, was directed to visit the property in dispute and submit his report. In compliance thereto, the report has been submitted, wherein, it has been found that the property in the agreement to sell and the sale deed is the same.

4. Heard the learned counsel representing the parties at length and with their able assistance, perused the paper-book.

5. The learned counsel representing the petitioners submits that on a comparative analysis of the two documents, it is evident that the vendors and vendees of the agreement to sell and the sale deed are different. He submits that Smt.Gurdeep Kaur was not a party to the agreement to sell. He further submits that as per the agreement to sell, the area agreed to be sold was 35.55 square yards, whereas, the sale deed pertains to an area measuring 40.5 square yards. He further submits that the details of the properties located on all the four directions are also different.

6. On the other hand, the learned State counsel as well as the learned counsel representing the private respondent contends that the vendor and the vendees of the agreement to sell and the sale deed are common except Smt.Gurdeep Kaur. It is submitted that the property is located in the same khasra number and its municipal number is also the same.

7. This Court has considered the submissions and analyzed the arguments of the learned counsel representing the parties.

8. The petitioners pray for issuance of a writ in the nature of certiorari to quash the orders passed by the competent authority which have

orders. The scope of judicial review in such matters is limited. In any case, in order to verify the correctness of the contentions of the learned counsel representing the petitioners, this Court had directed the Sub Divisional Magistrate, Rupnagar, to visit the property in question. As already noticed, the report has been submitted which affirms that the property is identical. Moreover, it is not in dispute that the vendors, namely Sh.Arun Kumar and one of the vendees of property, namely Sh.Guresh Kumar are common. There is no substitution but only an addition of Smt.Gurdeep Kaur as one of the vendees.

9. As regards the second argument that the area purchased through the sale deed is more than what was agreed upon, however, in the considered view of the Court, that by itself cannot be a ground to hold that the property is different.

10. Keeping in view the aforesaid facts, no ground is made out to issue the writ, as prayed for. Hence, the present writ petition is dismissed.

**(Anil Kshetarpal)**  
**Judge**

**February 08, 2023**

**“DK”**

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No