IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIRCUIT BENCH AT KOLHAPUR
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 3032 OF 2024

MANGAL VITTHAL TEKE AND ANR
VERSUS
SUSHANT HARI TEKE AND ANR
...
Advocate for Petitioners : Mr. Shankar Katkar
Advocate for Respondents : Mr. Abdul Quadhir Auti
...

CORAM : SACHIN S. DESHMUKH, J.
Date : 7th April, 2026

ORDER :-

1. The petitioners question the order dated 15.03.2023 rendered by the Civil Judge Senior Division, Pandharpur, below Exhibit-16 in Special Civil Suit No. 492 of 2022. The learned Trial Court rejected the application for impounding the documents presented by the petitioner.

2. The petitioners i.e. original defendants No. 1 and 2 contend that in a suit for specific performance of the contract, premised on the agreement to sell, is not maintainable and the underlying document is inadmissible in evidence. It is submitted that while the

agreement cites a consideration which is significantly below the prevailing 'Ready Reckoner' rate. The government valuation for the subject property stands at much higher rate. The petitioners further assert that the agreement to sell, is was executed on a mere stamp paper, whereas, under the relevant Stamp Act provisions, it ought to have been stamped according to the government valuation aimed to evade a substantial stamp duty. Consequently, the petitioners pray for the impounding of the said agreement under the law and seeks a direction for the document to be forwarded to the Sub-Registrar, Pandharpur, for the assessment of deficient duty and applicable penalties.

3. The learned Trial Court, upon hearing the parties, rejected the application on the ground that the document in question is a simplicitor agreement to sale and does not satisfy the definition of a 'conveyance.' In the absence of the document being a conveyance, the Trial Court held that the question of impounding does not arise, at this stage.

4. Aggrieved by the same, the petitioners approached this Court by way of present writ petition under Article 227 of the Constitution of India.

5. The learned counsel for petitioners submits that the learned Trial Court committed an error concluding that the agreement dated 29.03.2019 is a simplicitor agreement. The Court failed to appreciate the true nature of the transaction and the recitals of the document, which attract the rigours of the Maharashtra Stamp Act.

6. The learned counsel for the petitioners further contends that the agreement mentions a consideration, which is a gross undervaluation compared to the Government Ready Reckoner rate. This is a clear attempt to evade the statutory stamp duty. A document executed on a mere Rs.100/- stamp paper is *ex-facie* inadmissible. Allowing such a document to remain on record without being impounded strikes at the root of the laws. As such, prayed to allow the writ petition.

7. The learned counsel for respondents supported the order under challenge and prayed for dismissal of the petition.

8. I have heard the learned counsels for litigating sides and perused the entire record made available.

9. This Court, while exercising its supervisory jurisdiction under Article 227 of the Constitution of India, does not sit as a Court of Appeal to re-appreciate facts or substitute its own opinion that of the Trial Court. The scope of interference is restricted to cases where the Subordinate Court has acted without jurisdiction, exceeded its jurisdiction, or where the order is *ex-facie* perverse. In the present case, the learned Trial Court has exercised its discretion based on a plausible legal interpretation of the document in question.

10. The petitioners' grievance is that the document dated 29.03.2019 is insufficiently stamped as per the Ready Reckoner rate. However, same is in ignorance of the distinction between an executory contract (agreement to sell) and an executed contract (conveyance).

11. Under the Maharashtra Stamp Act, specifically Article 25 of Schedule I, an agreement to sell is treated as a 'conveyance' only if the possession of the property is delivered or agreed to be delivered to the purchaser before or at the time of execution. Thereafter, the Trial Court's finding that the document is not a conveyance is, therefore, legally sound and consistent with the statutory framework.

12. It is a settled position of law that the Stamp Act intends to secure revenue for the State; it is not intended to arm a litigant with a technical weapon to stall the progress of a suit. The Petitioners-Defendants cannot use the plea of insufficient stamping to frustrate the Plaintiff's right to seek specific performance.

13. The Petitioners' contention regarding the Ready Reckoner rate pertains to the valuation for the purpose of registration and future conveyance. For a suit for specific performance, the Court is primarily concerned with the enforcement of the contract as agreed between the parties. The difference between the market value and the agreed consideration does not, by itself, transform an agreement into a conveyance or necessitate immediate impounding under the Stamp Act.

14. In view of the aforesaid discussion, the learned Trial Court has judiciously exercised its discretion. There is no patent illegality, perversity, or jurisdictional infirmity in the impugned order that would warrant the extraordinary interference of this Court under Article 227 of the Constitution of India.

15. Consequently, the Writ Petition, being devoid of merit, is hereby **dismissed**.

16. The learned Trial Court may to proceed with the suit on its own merits, in accordance with the law. Needless to state, these observations are confined to decision on Exhibit-16.

(SACHIN S. DESHMUKH, J.)

Omkar Joshi