

PROCEEDINGS OF THE BOARD OF REVENUE (LR) THIRUVANANTHAPURAM

(Present : Dr. D.Babu Paul, Member,Board of Revenue)

No.D.Dis.34275/91/LRA3.

Dated: 21-5-1993.

Sub: Impounded document No.P5/91 of Sub Registry Office, Thiruvananthapuram - Revision petition under section 54 of the Kerala Stamp Act - Orders issued - regarding.

- Read:**
1. Revision petition dt.11-11-1991 from Sri.M.Krishnan Nair, Thiruvananthapuram.
 2. Proceedings No.12-11885/91 dt.29-10-1991 of the District Registrar (GI) Tvm.
 3. Report No. RR4/26183/92 dt.2-11-1992 of the I.G. of Registration, Tvm.

This revision petition has been filed by Sri.M. Krishnan Nair, TC 29/701, Sreeveli Nagar, Palkulangara, Thiruvananthapuram against the order of the District Registrar(GI) Thiruvananthapuram, ordering to realise deficit stamp duty of Rs.672/50 and penalty of Rs.7/50 on an impounded document No.P5/91 of Sub Registry Office, Thiruvananthapuram.

The document under reference has been styled as an agreement. It has been drawn on stamp paper worth Rs.45/-. As per the document Sri.M.Krishnan Nair, the revision petitioner is agreeing to execute a deed of settlement of the schedule properties in favour of his daughter, when the Kerala State Housing Board executes a deed of conveyance of the schedule properties in favour of the first party. * If the Housing Board will not execute a deed of conveyance (*it*) has to be executed by the Housing Board in favour of the second party. This has been agreed to by the parties one and two.

The Sub Registrar who impounded the document is of the opinion that the document is a settlement. The District Registrar (GI) Thiruvananthapuram is of the opinion that the impounded document is a power of attorney as well as a settlement deed. The I.G. of Registration is of the opinion that the document is only a settlement falling under Article 51 of the schedule to the Kerala Stamp Act.

The case stood posted to 30-4-93 for hearing. The petitioner was heard. His argument is that the document is only an agreement. The Board of Revenue considered his arguments and perused the connected records of the case. Since both the parties are participants in the document and the second party is not getting the property free from encumbrance, the document cannot be considered as a settlement deed. Therefore the Board of Revenue agrees with the contention of the petitioner and holds that the impounded document No.P5/91 of Sub Registry Office, is an agreement as it has been styled for stamp duty purposes.

This revision petition is allowed.

By Order

Sd/-

Secretary, Board of Revenue.

P5/1991 of SRO.Trivandrum

This agreement is executed on this the 9th day of September, 1991, by Mr. Krishnan Nair, aged 53, nephew of late Madhavan Pillai employed as Administrative Officer in the Kerala Agro Industries Corporation Ltd, Fort, Trivandrum now residing at Plot 7, Seeveli Nagar, Palkulangara, Trivandrum-24 (hereinafter called the First Party) in favour of Kumari S. Manju, aged 23 daughter of the First party, student, now residing at TC29/701, Seeveli Nagar, Palkulangara, Trivandrum-24 (hereinafter called the Second Party).

WHEREAS the First Party is the owner in possession of an extent of 7.644 cents of land in Sy.No.494/7 of Vanchiyoor Village, Trivandrum Taluk and the building thereon (hereinafter referred to as the said property) by virtue of the transactions mentioned below, AND

WHEREAS THE said property is comprised in Plot No.7 of the Seevelipurayidam Housing scheme of the erstwhile Board of Trustees of the City Improvement Trust, Trivandrum, the predecessor in the interest of the Kerala State Housing Board, AND

WHEREAS the said property in Plot No.7 was allotted to the First party by the erstwhile Board of Trustees of the City Improvement Trust, Trivandrum on 8-3-1968, AND

WHEREAS in pursuance of and consequential to such allotment, the possession of the said property in Plot No.7 inclusive of land and building was delivered to the First Party under and agreement of sale deed 16th July, 1972 with the stipulation and undertaking mutually binding the First Party and the Kerala State Housing Board that the First Party should pay to the Board a sum of Rs.8,790.60 (Rs.Eight thousand seven hundred ninety and paise sixty only) towards value. If the land and a further sum of Rs.19,240.41 (Rs.Nineteen thousand two hundred and forty and paise forty one only) towards the value of the building and on such payment of the respective sums for the land and building being made by the first party, the aforesaid Housing Board would execute a sale deed in favour of the First Party for the said property inclusive of the building and all the trees and improvements on land, AND

WHEREAS the first party has made payment of the above mentioned two amounts towards the value of the land and building and the said two payments were acknowledged and admitted by the said Housing Board in their letters dated 4th November, 1971, 3rd October, 1972 and 10th October, 1972 to the effect that the First Party has paid the entire value of the land and entire value of the building on final settlement of accounts, AND

WHEREAS NOW the duty is cast on the Housing Board to execute the deed of conveyance in favour of the First Party in pursuance of the undertaking and stipulation in the agreement of sale deed dated 16-7-1972 AND

WHEREAS the Housing Board has not so far been able to execute the conveyance in favour of the First Party for certain administrative reasons, AND

WHEREAS the First party has intimated the Kerala State Housing Board as per the letter dated 27-8-1991 that in the event of his demise before the sale deed is executed by the Kerala State Housing Board in his name, the said sale deed should be executed in favour of the Second Party and the said letter has been acknowledged by the Kerala State Housing Board, AND

WHEREAS the First Party intends to transfer the said property to the Second Party who is the eldest daughter of the First by a deed of settlement AND

WHEREAS for the above purpose the First Party hereby agrees and undertakes to execute a

deed of settlement after obtaining the sale deed in favour of the First Party from the Kerala State Housing Board.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. That the First Party hereby undertakes to execute a conveyance by a deed of settlement in favour of the Second Party on account of love and affection towards her as early as practicable after execution of sale deed in favour of the first party by the Kerala State Housing Board.
2. That the Second Party shall have the right to claim and obtain a deed of conveyance of the property scheduled hereunder from the Kerala State Housing Board to the Exclusion of other heirs claiming through the First Party in the event of the demise of the first Party before the sale deed is executed in his favour by the Kerala State Housing Board.
3. That the First Party has on this day delivered to the Second Party the document mentioned supra namely the agreement of the sale dated 16-7-1972, letters dated 4-11-1971, 3-10-1972 and 10-10-1972, from the Kerala State Housing Board addressed to the First Party in addition to the property-tax- receipt issued to the First Party by the City Corporation of Trivandrum and the receipt for payment of electricity charges in respect of the said property.
4. The Second party hereby acknowledges receipt of the documents described above.