



CNR: KAHC010287342021

NC: 2026:KHC:42134
W.P. No.14586/2021

IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 10TH DAY OF AUGUST, 2026
BEFORE
THE HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL
WRIT PETITION NO.14586/2021 (GM-CPC)

BETWEEN:

M/S. JUBILANT MOTOR WORKS PVT LTD
HAVING ITS CORPORATE OFFICE AT
5TH FLOOR, H.M. TOWERS
MUNICIPAL NO.58, BRIGADE ROAD
BANGALORE - 560 001
REP. BY ITS SENIOR MANAGER LEGAL
MR. BHASKAR M.R.
S/O SRI. G. RAMAKRISHNAPPA
AGED 43 YEARS.

...PETITIONER

(BY SRI. A. ABHINAV RAMANAND, ADV., FOR
DR. M. SUNIL SASTRY, ADV.,)

AND:

1. M/S. TIMBRE MEDIA PVT LTD.,
MUNICIPAL NO.10/4, 2ND FLOOR
MITRA TOWERS, KASTURBA ROAD
SHANTALANAGAR
BANGALORE - 560 001
REP. BY ITS MANAGING DIRECTOR
M.R. MATHEW KUTTY SEBASTIN
AND BOARD OF DIRECTORS.
2. MR. MATHEWKUTTY SEBASTIAN
MANAGING DIRECTOR
C/O M/S TIMBRE MEDICA PVT LTD.,
MUNICIPAL NO.10/4, 2ND FLOOR
MITRA TOWERS, KASTURBA ROAD

Digitally signed
by RUPA V

Location: HIGH
COURT OF
KARNATAKA



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SHANTALA NAGAR
BANGALORE - 560 001.

...RESPONDENTS

(BY SRI. DHANANJAYA JOSHI, SR. COUNSEL FOR
SRI. VACHAN H.V. ADV., FOR R1 & R2)

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THIS W.P. IS FILED UNDER ARTICLE 226 AND 227 OF THE CONSTITUTION OF INDIA, PRAYING TO ALLOW THE W.P. QUASH THE ORDER PASSED BY THE HON'BLE LXXXIV ADDITIONAL CITY CIVIL AND SESSIONS JUDGE (CCH-85 COMMERCIAL COURT) BENGALURU IN O.S.NO.4516/2019 DTD.14.6.2021 AND 14.7.2021 VIDE ANNEXURE-A AND A1 AND ALL OTHER ANTECEDENT AND CONSEQUENTIAL ACTIONS TAKEN BY THE RESPONDENT IN IA NO.3 & ETC.

THIS PETITION HAVING BEEN HEARD AND RESERVED ON 06.08.2026, COMING ON FOR PRONOUNCEMENT OF ORDER, THIS DAY, THE COURT MADE THE FOLLOWING:

CORAM: HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL

CAV ORDER

This writ petition is filed challenging the orders dated 14.06.2021 and 14.07.2021 passed in Com.O.S.No.4516/2019 by the LXXXIV Additional City Civil and Sessions Judge, Bengaluru (CCH-85) (for short, 'the Commercial Court').

2. Sri.A.Abhinav Ramanand, learned counsel appearing for Dr.M.Sunil Sastry, learned counsel for the



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petitioner submits that the Commercial Court has committed a grave error in impounding Ex.P1 therein, after it was marked, which is impermissible. It is submitted that the document in question is the term sheet and on a bare perusal of the term sheet, it indicates that it would not create any sub-lease as it is not a concluded contract and it is an agreement to enter into another agreement. It is further submitted that Clause 10 of the term sheet indicates that the lessee would get confirmation/NOC from the lessor and thereafter, they would enter into a fresh agreement and the date of temporary handing over of possession is on or before 31.12.2018. Hence, it is the only negotiation between the parties and no right has been created in favour of either of the parties under the term sheet and hence, it cannot be termed as a sub-lease. It is also submitted that the e-mail at Annexure-H indicates that they would enter into another final agreement. However, the Commercial Court has not considered any of the aspects and proceeded to



impound the term sheet and directed to pay duty and penalty which is impermissible. Hence, he seeks to allow the petition.

3. *Per contra*, Sri.Dhananjay Joshi, learned Senior counsel appearing for Sri.Vachan H., learned counsel for the respondent Nos.1 and 2 supports the impugned orders of the Commercial Court and submits that the petitioner is arguing a case contrary to what is pleaded before the Commercial Court. Paragraphs 9 and 10 of the plaint clearly indicate that it is a concluded contract between the parties and now, he cannot make a contrary argument. It is submitted that at the time of admission and marking of the documents, the document in question was marked by the Commercial Court without any adjudication regarding the payment of stamp duty. Hence, he seeks to dismiss the petition.

4. I have heard the arguments of the learned counsel appearing for the petitioner, the learned Senior



counsel appearing for the respondent Nos.1 and 2 and meticulously perused the material available on record.

5. The petitioner filed Com.O.S.No.4516/2019 against the respondents for a decree to a sum of Rs.5,00,000/- with 24% interest from the date of filing of the plaint till realisation and for other reliefs. In the said suit, the term sheet was marked as Ex.P1 and thereafter, the defendant filed an application under Section 33 of the Karnataka Stamp Act, 1957 (for short, 'the Act') read with Section 151 of the Code of Civil Procedure, 1908, seeking prayer to impound the term sheet dated 10.12.2018 on the ground that the same is insufficiently stamped and liable to be impounded. The Commercial Court, under the impugned order, heard the parties and the term sheet was impounded by directing the plaintiff to pay the stamp duty of Rs.44,000/- and penalty of Rs.4,40,000/-, in all, Rs.4,84,000/-. Later, vide order dated 14.07.2021, on noticing the error in the calculation of duty and penalty,



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the Commercial Court heard the parties and re-calculated the same and ordered to pay the duty and penalty accordingly.

6. The first contention of the learned counsel for the petitioner is that once the instrument is marked, later it cannot be impounded. The said issue is no more *res integra*. The Hon'ble Supreme Court in the case of **G.M.SHAHUL HAMEED Vs. JAYANTHI R. HEGDE**¹ has held at paragraphs 27 to 30 as under:

"27. *On the face of such an order, it does not leave any scope for doubt that on the date the GPA was admitted in evidence and marked as an exhibit, the trial court did not deliberate on its admissibility, much less applied its judicial mind, resulting in an absence of judicial determination. In the absence of a "decision" on the question of admissibility or, in other words, the trial court not having "decided" whether the GPA was sufficiently stamped, Section 35 of the 1957 Act cannot be called in aid by the respondent. For Section 35 to come into operation, the instrument must have been "admitted in evidence" upon a judicial*

¹ (2024) 7 SCC 719



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determination. The words "judicial determination" have to be read into Section 35. Once there is such a determination, whether the determination is right or wrong cannot be examined except in the manner ordained by Section 35. However, in a case of "no judicial determination", Section 35 is not attracted.

28. *In the light of the aforesaid reasoning of the trial court of admitted failure on its part to apply judicial mind coupled with the absence of the counsel for the appellant before it when the GPA was admitted in evidence and marked exhibit, a factor which weighed with the trial court, we have no hesitation to hold that for all purposes and intents the trial court passed the order dated 19-10-2010 in exercise of its inherent power saved by Section 151 CPC, to do justice as well as to prevent abuse of the process of court, to which inadvertently it became a party by not applying judicial mind as required in terms of Sections 33 and 34 of the 1857 Act. We appreciate the approach of the trial court in its judicious exercise of inherent power.*

29. *Reference to Section 58 of the 1957 Act by the learned counsel for the respondent is without substance. The clear language of Section 58 refers to a situation, where an order is passed admitting an instrument in evidence as duly stamped or as one not requiring a stamp, for its attraction. As is evident from a bare reading of the order*



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dated 19-10-2010, the trial court did neither hold the GPA as duly stamped or as not requiring a stamp and, therefore, its applicability was not attracted.

30. *We may not turn a blind eye to the fact that the Revenue would stand the risk of suffering huge loss if the courts fail to discharge the duty placed on it per provisions like Section 33 of the 1957 Act. Such provision has been inserted in the statute with a definite purpose. The legislature has reposed responsibility on the courts and trusted them to ensure that requisite stamp duty, along with penalty, is duly paid if an unstamped or insufficiently stamped instrument is placed before it for admission in support of the case of a party. It is incumbent upon the courts to uphold the sanctity of the legal framework governing stamp duty, as the same are crucial for the authenticity and enforceability of instruments. Allowing an instrument with insufficient stamp duty to pass unchallenged, merely due to technicalities, would undermine the legislative intent and the fiscal interests of the State. The courts ought to ensure that compliance with all substantive and procedural requirements of a statute akin to the 1957 Act are adhered to by the interested parties. This duty of the court is paramount, and any deviation would set a detrimental precedent, eroding the integrity of the legal system. Thus, the court must vigilantly prevent any circumvention of*



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these legal obligations, ensuring due compliance and strict adherence for upholding the rule of law."

7. In view of the aforesaid enunciation of law laid down by the Hon'ble Supreme Court, I am of the considered view that the earlier marking of the document by the Commercial Court as Ex.P1 is not after the judicial determination of duty and penalty payable on the instrument. Hence, entertaining the application for impounding the document is permissible even if it is marked, without judicial determination of duty and penalty payable.

8. The second contention of the learned counsel for the petitioner that Ex.P1-term sheet is not a concluded contract, has no merit. A perusal of the term sheet indicates that the parties are referred as lessee and sub-lessee. Clause 10 of the term sheet indicates that the lessee would get confirmation/NOC from the lessor to enter into sub-lease agreement towards the schedule



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premises as per the terms and conditions agreed therein for sub-lessee to run their corporate office for their business. The lessee will share the lease deed and title documents of the schedule property to sub-lessee. The Commercial Court, taking note of the said clause, has rightly observed that no specific time is prescribed to enter into such agreement and the term sheet clearly stipulates the term of lease, rate of rent, area sub-let, rate of escalation of rent, security deposit, lock-in period, tenure of lease and date of handing over of the possession. Hence, the contention that it is not a concluded contract between the parties and no right has been created in favour of either of the parties, has no merit.

9. The paragraphs 9 and 10 of the plaint clearly indicate that the plaintiff has clearly pleaded in the plaint that "plaintiff was constrained to cause a legal notice unto both the Defendants for contravention of term sheet dated 01.10.2018 which is nothing but a contract in the eyes of



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Law and also gives scope for both civil and criminal action.” In view of the aforesaid assertion of the plaintiff, now the plaintiff cannot argue contrary to what he has pleaded before the Commercial Court. The Commercial Court, considering the clauses of the term sheet has recorded a finding that it is an instrument to which stamp duty is liable to be paid under Article 30(iii) of the Act and proceeded to impound the same by directing the plaintiff to pay the duty and penalty. I do not find any error in the orders under challenge calling for interference in this petition.

10. Accordingly, I proceed to pass the following:

ORDER

The writ petition is devoid of merits and the same is hereby ***rejected***.

Sd/-
(VIJAYKUMAR A. PATIL)
JUDGE

RV
List No.: 1 Sl No.: 1