IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 18.12.2025

CORAM

THE HONOURABLE MRS. JUSTICE R. KALAIMATHI

C.M.A.No.992 of 2025
and
C.M.P.No.8024 of 2025

Minda Advisory LLP
rep by its Authorised Signatory
Raman Kumar Singh ...Appellant

vs.

1.The Chief Revenue Controlling Authority
& Inspector General of Registration, Tamil Nadu
No.100, Santhome High Road,
Chennai - 600 028.

2.The Special Deputy Collector (Stamps)
Selam-Namakkal-Dharmapuri and Krishnagiri District,
3rd Floor, Collectorate,
Salem - 636 001.

3.The Sub Registrar of Kelamangalam
22/8, Ganesa Colony,
Opp to Higher Secondary School
Kelamangalam
Krishnagiri - 635 113. ...Respondents

PRAYER: Civil Miscellaneous Appeal is filed under Section 47 A (10) of Stamp Act, to set aside the order in the impugned proceedings in Na.Ka.No.21918/N2/2022 dated 07.01.2025 issued by the first respondent levying stamp duty on plant and machinery that is not the subject matter of conveyance and consequently, direct the respondents to release to the appellant's sale deed dated 24.08.2021 registered as Doc.No.8272/2021/Book 1, before the Sub Registrar, Kelamangalam.

For Appellant : Mr.T.Mohan
Senior Advocate
for Mr.V.Adhivarahar

For Respondents : Mr.P.Gurunathan
Additional Government Pleader

JUDGMENT

This Civil Miscellaneous Appeal has been preferred by the purchaser against the Proceedings dated 07.01.2025 made in Na.Ka.No.21918/N2/2022 issued by the first respondent ordering to levy stamp duty on plant and machinery that are said to be not subject matter of conveyance.

2. The learned counsel for the appellant would strenuously argue that the appellant, namely, Minda Advisory LLP, a limited liability partnership, is represented by its Authorised Signatory Mr. Raman Kumar Singh.

3. The case of the appellant is that the first respondent demands to

pay stamp duty for the equipments and machineries which are not conveyed under sale deed based on the report of the Assistant Executive Engineer (PWD), Chennai, is not legal. He would further submit that the documents submitted by the appellant was not considered properly and demanded to pay stamp duty for the property that belongs to a different entity, namely, UNO Minda Limited. He would further argue that the impugned order was passed based on presumption. It is his further argument that merely because UNO Minda Limited (formerly Minda Industries Limited), which is a group company, will not make plant and machineries owned by the other company as the property of Minda Projects Limited and the presumption on the part of Authority is perverse.

3.1. The learned counsel for the appellant would further argue that the Machine Valuer has also reported in his report dated 22.08.2024 that the machinery of the render division and machinery of switch division belong to UNO Minda Limited.

4. Perused the impugned order dated 07.01.2025 passed by the Inspector General of Registration.

5. The report of the Assistant Executive Engineer explicates regarding machineries, fire extinguishers, refrigerating amenities and

mechanical appliances appended to the earth. A report has to be obtained specifically from the Machine Valuer and the same has to be added along with building value. Based on his opinion, a report of the Machine Valuer was obtained for the machineries appended to the earth in the property as per the documents. As far as render division, the value is fixed at Rs.5,45,41,849/- and as far as switch division, the value is fixed at Rs.3,00,34,319/-. In all, Rs.8,45,76,198/-. On behalf of the appellant, it is put forth before the authority that the machineries of the render division and switch division belong to M/s.UNO Minda Limited and based on two unregistered lease deeds, from 2013 onwards, they are taken for rental.

6. The key issue is not relating to the land and the value fixed for the land purchased. Based on the Assistant Executive Engineer's report, the Machine Valuer report was obtained to the effect that the value of the machineries appended to the earth is Rs.8,45,76,198/-. The appellant strongly contends that the machineries belong to their sister concern M/s. UNO Minda Limited and they are taken for rental. No doubt, lease deeds, in fact, should have been registered compulsorily.

7. The details of the counter affidavit of the third respondent are given in a nutshell. The appellant had relied on the unregistered lease deeds pursuant to the year 2013, which show that the plant and

machineries situated in the property belong to UNO Minda Limited (formerly Minda Industries Limited) as lessee.

8. It is relevant to refer to the observations made by the Apex Court in a similar matter in *Sub Registrar, Amudalavalasa and another vs. M/s.Dankuni Steels Limited and others reported in (2023) 10 SCC 601*:

> " 51. *Most importantly*, we *cannot also be oblivious that Section 8 of the Transfer of Property Act declares that in the absence of an express or implied indication, a transfer of property passes to the transferee all the interests, which the transferor was capable of passing in the property and in the legal incidents thereof. Such incidents includes, inter alia, where the property is land, all things attached to the earth. When the property is machinery attached to the earth, the movable parts thereof also are comprehended in the transfer.*
>
> *52. In the Recital Clause, a proper reading of the same would tend to indicate that what is conveyed is rights over the scheduled property, which, no doubt, is the land, as described in the Schedule but it includes all the rights, easements, interests, etc., i.e., the rights which ordinarily passed on such sale over the land. It is from a reading the said recital in conjunction with Section 8 of the Transfer of Property Act that the intention of the parties become self-evident that the vendor intended to convey, all things, which inter alia stood attached to the earth.*
>
> *53. The mere fact that there is no express reference to plant and machinery in the Recital Clause cannot mean that the interest in the plant and machinery which stood attached to the land, which was scheduled, was not conveyed to the first respondent. The value of, what was actually purchased, has been expressly set out in the Preamble to the sale deed. The value has been reflected as Rs.8.35 crores. The sum of Rs.8.35 crores had been, in unambiguous terms, indicated as the total sale consideration for the asset sold to the first respondent, comprising of land, building, civil works, plant and machinery and current assets, etc. The first respondent has taken out the value of the land, building and civil works, and shown it at Rs.1,01,05,000/-, and then indicating only the said*

amount as value. This is apparently to tide over the liability to stamp duty for what was actually, in law, conveyed to the first respondent."

9. The main rule for construction of deeds is to ascertain intention of the executant from the language used in the deed. During the said process, the documents should be read as a whole. An attempt should be made to harmonize and give effect to the clauses in the instrument. It is also relevant to note that whether the transaction is governed by the intention of the person who contributed to purchase and the question as to what his intention was, has to be decided by

(i) surrounding circumstances

(ii) Relationship between the parties to the document

(iii) Governing their actions in proving the sale transactions

(iv) their subsequent conduct.

10. These prime factors have to be considered cumulatively in order to decide as to what are all the properties intended to be transfered. On a careful perusal of the impugned sale deed, it appears that the sale deed is executed by the authorised signatory of M/s.Minda Projects Limited in favour of M/s.Minda Advisory LLP, a partnership firm. Schedule A finds part A and part B. In schedule, 8 items of immovable properties have been mentioned and total extent of land purchased is 6 acres. In page No.8, it is

mentioned as factory measuring 7934.84 sq.m ... die casting plant ... handle bar assembly ares... which clearly indicate that the property purchased under impugned sale deed is not only land and the machineries attached thereon. It is also pertinent to note that one sister company has purchased from another sister company and they are group companies. It is also pertinent to note that the machineries are attached to the earth. Omitting to mention of plant and machinery will not absolve the purchaser from paying necessary stamp duty for the machineries attached to earth. In part A, the land and the machineries attached to the land were also purchased and they cannot evade the stamp duty as the transaction is between sister companies.

11. The object of the Indian Stamp Act, 1899, is to increase the revenue and its provision shall be construed in the nature of protection of revenue. It is clearly evident that in order to evade stamp duty with regard to the machineries, it has been worded in the sale deed 'covenants'. Covenant (b) reads that the purchaser shall use the schedule A property for industrial purpose which automatically means that the land and the building attached to the machinery have been purchased under the impugned sale deed. It is also relevant to refer to maxim of '*Falsa demonstratio non nocet'* which means a false description does not refer (a deed or other writing) inoperative. To elaborate further, if there is

description of the property sufficient to render what is intended, the omission to mention particulars will have no effect. In this case, this Court is of the considered view that this maxim applies to this case.

12. For better understanding, Section 8 of Transfer of Property Act,1882 is extracted hereunder:

> "*8. Operation of transfer.—Unless a different intention is expressed or necessarily implied, a transfer of property passes forthwith to the transferee all the interest which the transferor is then capable of passing in the property and in the legal incidents thereof.Such incidents include, where the property is land, the easements annexed thereto, the rents and profits thereof accruing after the transfer, and all things attached to the earth;and, where the property is machinery attached to the earth, the moveable parts thereof;and, where the property is a house, the easements annexed thereto, the rent thereof accruing after the transfer, and the locks, keys, bars, doors, windows, and all other things provided for permanent use therewith;and, where the property is a debt or other actionable claim, the securities therefor (except where they are also for other debts or claims not transferred to the transferee), but not arrears of interest accrued before the transfer;and, where the property is money or other property yielding income, the interest or income thereof accruing after the transfer takes effect.*"

13. Transfer of property passes forthwith to the transferee all the interest, which the transferor is capable of passing in the property and the legal incidents thereof. This Section is a rule of construction which avoids speculation as to the particular interest which was in the mind of the transferor. Such incidents include, inter alia, if the property is land, then all things attached to the earth. In this matter, machineries are attached to the earth, then this transfer includes machineries attached to the earth, namely the movable parts thereof are also construed to have been comprehended in the transfer. Since there is no expressed reference to the plant and machineries in the recital clause of the sale deed, then it does not mean that the interest in the plant and machineries attached to the land, though not scheduled, is not conveyed. The total sale consideration of the property sold, comprising land, building, plant, and machineries, etc., land value alone is in the document, which is done with the intention to tide over the liability of stamp duty for what was actually conveyed to the purchaser.

14. Therefore, the cumulative reading of the impugned order, it is pellucid that in order to evade stamp duty, it is put forth that only the land is purchased. Notwithstanding the fact that in schedule A part A, it is mentioned as factory which includes land, building and machineries fixed to the earth.

15. Therefore, this Court is of the considered view that the Authority having analysed such issues, has come to the conclusion that the purchaser has to pay stamp duty for the value of the machineries amounting to Rs.8,45,76,198/-. In such a view of the matter, this Court does not find any perversity or infirmity in the impugned order. This Court also does not find any good reason to upset the findings of the learned Authority.

16. In view of the aforestated narrative, this Civil Miscellaneous Appeal stands dismissed. Sequel to this, the impugned order passed by the first respondent dated 07.01.2025 stands confirmed. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

18.12.2025

Index : Yes/No
Internet : Yes/No
Speaking Order/Non-Speaking Order
Neutral Citation Case : Yes/No
apd

To

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& Inspector General of Registration, Tamil Nadu
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22/8, Ganesa Colony,
Opp to Higher Secondary School
Kelamangalam
Krishnagiri - 635 113.

4. The Section Officer,
VR Section,
High Court, Madras.

R.KALAIMATHI, J.

apd/mac

Pre-Delivery Order made in
C.M.A.No.992 of 2025

18.12.2025