



C.R.P. (PD) No.3983 of 2025

THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED : 29.08.2025

CORAM:

THE HON'BLE MR. JUSTICE P.B. BALAJI

C.R.P. (PD) No.3983 of 2025

and

C.M.P. No.20770 of 2025

M/s.Noble Logistics Pvt. Ltd.,

Rep. By its Managing Director

Mr.Chokkalingam

... Petitioner

vs.

M/s.Kyungshin Industrial Motherson Pvt. Ltd.,

Survey No.39-42, Village No.143,

Athanacherry,

Padappai Main Road,

Sriperumbudur Taluk,

Kancheepuram District – 601 301

Rep. By its Authorised Representative

Mr.ThirunavukkuarasuChenthil

... Respondent

Prayer : Civil Revision Petition filed under Article 227 of the Constitution of India, to set aside the order, dated 02.08.2025 of Commercial Court Judge at Chennai in I.A. No.6 of 2025 in C.O.S. No.236 of 2024.

For Petitioner

: Mr. P. Subba Reddy

For Respondent

: Mr.Krishna Srinivasan,

Senior Counsel

for Mr.S. Shivathanu Mohan

Ms.P. Priyadharshini

for Ms.S.Ramasubramaniam & Associates

ORDER



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Heard the learned counsel for the petitioner and Mr.Krishna

WEB COPY Srinivasan, learned Senior Counsel, assisted by Mr.S. Shivathanu Mohan, learned counsel for the respondents / caveator.

2. The present revision petition is at the instance of the defendant who has suffered an order in I.A. No.6 of 2025. The defendant had taken out an application under Order XIII Rule 8 of the Code of Civil Procedure seeking impounding of the lease agreements and to forward the same to the authorities for adjudication of stamp duty and penalty, if any. The said application was resisted by the respondent / plaintiff and the Commercial Court has dismissed the application rendering a finding that the agreements which have already been marked are only for a period of eleven months and therefore, they do not require registration.

3. The learned counsel for the petitioner would invite my attention to the lease agreement which has been executed by the parties on 01.11.2018 and he would specifically invite my attention to Clauses 1 and 10 therein and contend that the parties have agreed that the lease will be for a period of ten years and further the lock-in period agreed between the parties is one year and nine months and therefore, the agreement can



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never be an agreement only for a period of eleven months. He would therefore state that the lease agreements are compulsorily registrable, since the period exceeds eleven months and that deficit stamp duty along with penalty would also have to be paid. He therefore states that the application for impounding was erroneously dismissed by the Commercial Court and prays for the revision being allowed.

4. The learned counsel for the petitioner has also relied on the decision of this Court in W.A. No.912 of 2021, dated 27.08.2024, where the effect of lock-in period has been discussed by the Hon'ble Division Bench of this Court.

5. Mr.Krishna Srinivasan, learned Senior Counsel appearing for the respondent would however bring to my notice that apart from the said lease agreement, which has been relied on by the learned counsel for the revision petitioner, there were three further lease agreements, all for a period of eleven months, executed between the parties and containing similar covenants. He would therefore state that the parties understood the lease to be only for eleven months and clearly not exceeding one year. He would therefore state that the Commercial Court has not



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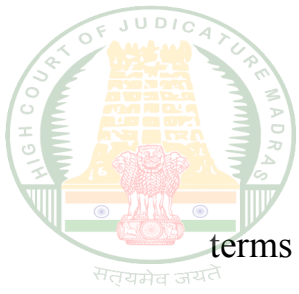
committed any error in dismissing I.A. No.6 of 2025, warranting

interference under Article 227 of the Constitution of India.

6. Mr.Krishna Srinivasan, learned Senior Counsel, would also invite my attention to Clauses 2, 3 and 4 of the said lease agreements to fortify his contentions.

7. I have carefully considered the submissions advanced by the learned counsel on either side.

8. On going through the lease agreements, I find that though the parties have contemplated a period of ten years as the total lease period, consciously, the period has been fixed only for eleven months and Clause 2 of the lease agreement states that the lease shall be renewed for a further period of eleven months between the Lessor and the Lessee, on an increase of 5%. If there was no further agreement, pursuant to the first agreement, which has been relied on by the learned counsel for the petitioner, then there is a possibility of interpreting the document to be a lease for ten years. However, the parties themselves have consciously entered into further three agreements of eleven months each, on the same



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terms and conditions. Therefore, the document has to be interpreted taking into account the subsequent conduct of the parties as well. When the parties themselves were conscious of the fact that the agreement was only for a period of eleven months, the document cannot be said to be one requiring registration under Section 17 of the Registration Act, 1908.

9. Even with regard to the deficit stamp duty and penalty, Section 36 stares in the face of the revision petitioner. Once the document is admitted in evidence, the document cannot be questioned at a later stage in the same suit or proceedings on the ground that the instrument has not been duly stamped and the only exception is Section 61. Section 61 enables any Court, including the first mentioned Court on its own motion or on the application of the Collector, or in the Court to which appeals lie from, to call upon payment of stamp duty penalty under Section 35 of the Act. It is not open to the petitioner to invoke Section 61 in the present case and the Court has in fact rendered a finding in I.A. No.6 of 2025 that the documents which are already admitted need not be impounded. Therefore, if at all the petitioner has any grievance it is open to them, only to challenge the same while filing an appeal, in the event of the revision petitioner ultimately not succeeding in the suit. With regard to



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the decision of the Hon'ble Division Bench, though the facts are quite similar, but in that case the agreement between the parties was a single agreement and there was no subsequent renewal, as has been done in the present case. Therefore, I do know see, how this judgment would be applicable to the facts of the present case.

10. Mr.Krishna Srinivasan, learned counsel for the caveator has also relied on the decision of this Court in CRP (PD) No.1448 of 2021, dated 28.09.2021, where the lease agreement mentioned was for a period of eleven months, but however the lock-in period of 33 months was contemplated and this Court held that the intention of the parties to execute the lease agreement was only for eleven months and therefore, the requirement of registration did not arise. The said decision would also squarely apply to the facts of the present case.

11. I have also gone through the order of the Commercial Court and I do not find any infirmity or perversity warranting interference under Article 227 of the Constitution of India.

12. In the light of the above, this Civil Revision Petition is dismissed. No costs. Consequently, connected miscellaneous petition is



closed.

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Internet: Yes/No
Index: Yes/No
Speaking/Non-speaking order
Neutral Citation : Yes/No
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To
The Commercial Court Judge,
Chennai.

P.B. BALAJI, J.

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