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Order QR

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29-10-2026

CORAM

THE HON'BLE MR JUSTICE N. ANAND VENKATESH

CRP No. 2991 of 2025
CNR: {HCMA011496612025}

D. Prabhu
S/o. Duraisamy

...Petitioner

Vs

M. Lakshmanan

...Respondent

Prayer: Civil Revision Petition filed under Article 227 of the Constitution of India praying to set aside the condition imposed in the Fair and Decretal order dated 18.11.2024 passed in I.A.No. 4 of 2024 in O.S No.309 of 2019 on the file of the III Additional District Judge at Coimbatore.

For Petitioner: Mr.A.Swaminathan
For Respondent: Mrs.R.Poornima

ORDER

This Civil Revision Petition has been filed under Article 227 of the Constitution of India against the order dated 18.11.2024 passed

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in I.A.No.4 of 2024 in O.S.No.309 of 2019 by the Third Additional District Judge, Coimbatore (for short, the Court below) wherein the petitioner/plaintiff was directed to pay stamp duty to the value of Rs.40,54,900/- since the Court below construed the same as the cost of construction as per Schedule-I 5(i) of Indian Stamp Act.

2. This Court heard the learned counsel appearing on either side, perused the materials available on record and carefully went through the order passed by the Court below.

3. The petitioner is the plaintiff who filed the suit in O.S.No.309 of 2019 seeking for the relief of recovery of money towards the work done by the petitioner based on the agreement entered into with the respondent/defendant on 15.03.2016.

4. The case reached the stage of trial and since the agreement was insufficiently stamped, the petitioner agreed to pay the relevant stamp duty in order to mark the said agreement which was originally on a letterhead.

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5. The Court below has valued the suit at Rs.40,54,900/- by construing the agreement as a construction agreement under Schedule-I 5(i) of the Indian Stamp Act. Aggrieved by the same, the above civil revision petition has been filed before this Court.

6. On a careful reading of the agreement, it is seen that the document relied upon is an itemwise rate contract agreed between the plaintiff and the defendant and the same cannot be construed as a construction agreement. In view of the same, Schedule-I 5(i) of the Indian Stamp Act will not apply to the facts of the present case. Accordingly, the impugned order passed by the Court below is liable to be interfered by this Court.

7. Accordingly, the above civil revision petition is allowed and the impugned order dated 18.11.2024 passed in I.A.No.4 of 2024 in O.S.No.309 of 2019 by the Third Additional District Judge, Coimbatore is set aside. There shall be a direction to the Court below to receive the document as a regular agreement and fix the stamp duty payable by the petitioner/plaintiff. This process shall be completed by the Court below within a period of four (4) weeks from

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the date of receipt of a copy of this order. The Court below shall thereafter proceed further with the suit on its own merits and in accordance with law and dispose of the suit within a period of four (4) months therefrom. No costs.

29-10-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

To
The Third Additional District Judge,
Coimbatore.

ARL/KSK

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