

ORDERS ON I.A.NO.10 FILED UNDER ORDER 7 RULE 14(3) R/W SEC.151 OF C.P.C. FILED BY THE PLAINTIFF

I.A.No.10 is filed by the plaintiff under Order 7 Rule 14(3) r/w Sec.151 of CPC, to permit the plaintiff to produce and mark the following documents:-

List of documents:-

1. Certified copy of Supplemental Agreement dated 17.01.2013.
2. Joint Development Agreement dated 22.04.2010.

2. In the affidavit, the plaintiff has stated that the suit filed by him for specific performance of contract and for various other reliefs. The plaintiff already produced the certified copies of order sheet, plaint, written statement etc., in O.S.No.1709/2018 and by inadvertence the same was not marked and during the cross-examination the defendants counsel has questioned about the JD Agreement and supplemental agreement which are admitted documents by all the defendants, however, since the defendants are questioning about the same it has become necessary for him to produce the certified copy of the same. The non-production of the original documents were bonafide and reasonable. By allowing the application no prejudice will be caused to the defendants and if the application is not allowed, he will be exposed to irreparable loss, damage and injury which cannot be compensated in terms of money. Therefore, to allow the application.

3. On the other hand, the defendants No.6 and 7 have filed objections to the I.A. stating that the application

is not maintainable either in law or on facts. The plaintiff has failed to offer any bonafide explanation for the delay. The documents now sought to be produced are neither new nor unknown to the plaintiff. The alleged necessity to produce documents is misconceived. The burden of proving his own case lies on the plaintiff, and he cannot rely upon the cross-examination of the defendant's counsel as a reason to supplement his evidence belatedly. The said agreements were admittedly part of the plaintiff's pleadings and ought to have been produced at the initial stage. The plaintiff has not established possession or custody of the original documents. The application is contrary to the mandatory provision of the CPC. Allowing the application will cause serious prejudice to defendants No.6 and 7. The application is vexatious and intended to delay the proceedings. Therefore, prays to dismiss the application.

4. In order to provide a fair opportunity to the plaintiff and always an opportunity will be there for defendants to rebut the same by for Cross examination, the delay may be condoned by imposing cost, the application filed by the plaintiff is hereby allowed. Therefore, I proceed to pass the following:-

ORDER

I.A.No.10 filed by the plaintiff under Order 7 Rule 14(3) r/w Sec.151 of CPC is hereby allowed on cost of Rs.100/-.

For Further-Chief of PW-1 by

(Nisharani A.C)
III ADDL. CITY CIVIL AND
SESSIONS JUDGE, BENGALURU.

**ORDERS ON I.A.NO.11 FILED UNDER ORDER 13 RULE 3 R/W
SEC.151 OF C.P.C. FILED BY THE DEFENDANTS NO.6 & 7**

I.A.No.11 is filed by the defendants No.6 and 7 under Order 13 Rule 3 r/w Sec.151 of CPC, to impound and return of documents and reject the irrelevant or inadmissible below mentioned documents, in the interest of justice and equity.

List of documents:-

1. An Agreement of sale dated 18.03.2013, marked as Ex.P.6.
2. A Quadripartite Agreement dated 12.08.2013, marked as Ex.P.5.

2. In the affidavit, the defendant No.7 has stated that the plaintiff has produced and marked the documents Ex.P.5 and 6 in evidence. The said documents are not duly stamped in accordance with the provisions of the Indian Stamp Act, 1899, and the said documents are not duly registered as per the law nor duly stamped the said documents under Sec.33 and 34 of the Karnataka Stamp Act, as applicable in the State of Karnataka and the said documents are required to be impounded by this Court, and hence are inadmissible in evidence. Therefore, the enlistments are insufficiently stamped documents, and therefore, the above case involves a decision rendered by

the Hon'ble High Court of Karnataka. Hence, I pray that this Hon'ble Court be pleased to impose the duty and penalty as required under law and direct the plaintiff to pay stamp duty on the said unregistered documents produced by the plaintiff in the above case, which are not duly registered before the competent authority. Apart from being insufficiently stamped, the said documents are irrelevant for the present proceedings and cannot be relied upon for adjudication of the dispute. As per Order XIII Rule 3 of CPC, 1908, the Court is empowered to reject any document which is irrelevant or otherwise inadmissible at any stage of the case. If the said application is not allowed, they will be put to irreparable loss and injury. On the other hand, if the application is allowed, no hardship or injury will be caused to the plaintiff. Therefore, to allow the application.

3. On the other hand, the plaintiff has filed objections to the I.A. stating that the application filed by the defendant No.7 is misleading and misconceived and the same is not maintainable and the same is liable to be dismissed. The plaintiff has marked the Agreement of Sale dated 18.03.2013 as Ex.P.6 and a Quadripartite Agreement dated 12.08.2013 is marked as Ex.P.5 on 27.02.2024. At the time of marking of documents no objections was filed by any of the defendants. The Ex.P.5 and Ex.P.6 has been marked without any protest and same has become admissible in evidence and the defendants cannot raise objection at this stage in the

present manner. The Agreement of sale dated 18.03.2013 has been marked as Ex.P.6. It is submitted that the sale consideration was Rs.74,00,000/- and the total stamp duty payable at that point of time was 0.1% of the total sale consideration i.e., Rs.7,400/-. The plaintiff has paid a sum of Rs.3,255/- at SL.No.2730/12-13 on 18.03.2013 and a sum of Rs.4,145/- at SI.No.12/13-14 on 02.04.2013 in the office of the sub-registrar, Krishnarajapuram, Bengaluru. Therefore sufficient stamp duty is paid on the Agreement. The Quadripartite Agreement dated 12.08.2013 has been marked as Ex.P.5 the plaintiff has paid sufficient stamp duty which was payable during 12.07.2013. Therefore, Ex.P.5 is also duly stamped. There is transfer of possession under Ex.P.5 and Ex.P.6 and therefore, the question of registration of said documents under Sec.17 of The Registration Act is not applicable. The defendant No.7 has not given details as to what was the stamp duty payable at that point of time of Ex.P.5 and Ex.P.6 and under what provision of law. Therefore, it is clear that the present application is false and tainted with malafide and the present application is filed only to delay and procrastinate the proceedings. By dismissing the application no prejudice will be caused to the defendants and on the other hand if the application is allowed the plaintiff will be exposed to irreparable loss, damage and injury and the injury that is going to be caused cannot be compensated in terms of money because the subject

matter is immovable property. Therefore, prays to dismiss the application with exemplary cost.

4. The learned counsel for the defendants No.6 and 7 has also filed memo following authority:-

1. ***C.R.P. PD No.1741/2014 and M.P.No.1/2014 (S.Sivalingam V/s. A.Suryanarayan and others).***

5. The learned counsel for the plaintiff has filed memo with following citations:-

1. ***2020(3) AKR 752 :: AirOnline 2020 KAR 1361 (Ananda S/o Ammayamma V. V/s. Krishnappa)***

2. ***2011 (4) KAR L.J. 14 (H.Krishnappa V/s. M.D. Ashwathnarayan Singh)***

6. Heard and perused the records.

7. The only point that arises for my consideration is:-

“Whether the application filed by the defendants No.6 and 7 deserves to be allowed?”

8. My finding to the above point is in the **Negative**, for the following:-

REASONS

9. This application is filed by the defendants No.6 and 7 under Order 13 Rule 3 r/w Sec.151 of CPC, to

impound and return of documents as mentioned in list of documents and reject the irrelevant or inadmissible, in the interest of justice and equity.

10. The plaintiff in his objections states that at the time of marking of Ex.P.5 and 6, the learned counsel for the defendants has not objected. Ex.P.6 that is quadripartite agreement is total stamp duty paid is sufficient.

11. On perusal of Ex.P.5, the plaintiff is the borrower and he has borrowed Rs.45,50,000/- from SBI Bank. The recitals shows that it is their wish to execute mortgage agreement. availing a loan of Rs.45,50,000/- is a future uncertain event on transaction among the parties. If any body executes such documents in favour of anybody then he has to pay the stamp duty on the said document that would be so executed. But, herein this document is only with respect to the borrowing of loan in future. As such, this document needs no impoundment.

12. On perusal of Ex.P.6, as per the document Rs.74,00,000/- is the value of the property. No recitals as to the handing over of the possession. The document is of the year 2013 as the possession is not handed over the plaintiff has to pay the Stamp duty as contemplated u/Sec.5(e)(ii) of Stamp Act. Then the amount paid is Rs.7,400/- that is $3255 + 4145 = 7,400$. Therefore, the possession is not handed over the Stamp duty paid by the

plaintiff is sufficient. Therefore, the I.A. filed by the plaintiff is sufficient. Therefore, with this, I answer this point in the **Negative** and pass the following:-

ORDER

I.A.No.11 filed by the defendants
No.6 and 7 under Order 13 Rule 3 r/w
Sec.151 of CPC is hereby rejected.

**(Nisharani A.C)
III ADDL. CITY CIVIL AND
SESSIONS JUDGE, BENGALURU.**

For further in chief of P.W.1
by 01.07.2026.

III-Addl.City Civil & SJ, Bengaluru.