

IN THE COURT OF THE SUB JUDGE, NEDUMANGAD

Present : Smt. Rajasree. C.R, Civil Judge (Senior Division)

On Tuesday 16th December 2025/25th Agrahayana 1947

I.A 7/2025 in O.S 21/2018

Petitioner /Defendant Kamaladevi, D/o. Rajamma, aged 67, Krishna Mangalam Veedu, Kovalam, Thozhichal Desam, Thiruvallam Village.

(By Adv. Sri. V.A. Baburaj)

Respondent / Plaintiff Mohanan, S/o. Vasudevan, aged 67, House No. 48, M.C. Nagar, Vazhayila, Peroorkada Village.

(By Adv. Smt. N.T. Selvi)

This petition having been finally heard on 16/12/2025 and the court on same day passed the following:-

ORDER

Order regarding the dispute whether Ext.A1 tendered in evidence is an insufficiently stamped document.

2. When the document sought to be marked as Ext.A1 was tendered in evidence, the learned counsel for the defendant argued that if Ext.A1 is to be treated as an agreement, then it is an insufficiently stamped document.

3. Heard both parties

4. On perusal of the nomenclature of Ext. A1, it is seen that it is a lease agreement. The contents of the agreement would show that It is actually an agreement by which the property as well as the structures therein were given on lease for about 5 years. The learned counsel for the plaintiff argued that he want to place reliance on Ext. A1 to show how he came in possession of the property. The question regarding whether this court can consider the contents of the document for the adjudication of the lis can be considered only when the document is sufficiently stamped document.

5. At this juncture, let me consider section 34 of the Kerala Stamp Act which reads as follows:

No instrument chargeable with duty shall be admitted in evidence for any purpose by any person having by law or consent of parties authority to receive evidence, or shall be acted upon, registered or authenticated by any such person or by any public officer, unless such instrument is duly stamped:

Provided that --

(a) any such instrument not being an instrument chargeable with a duty of twenty paise or less than twenty paise shall, subject to all just exceptions, be admitted in evidence on payment of the duty with which the same is chargeable, or, in the case of an instrument insufficiently stamped, of the amount required to make up such duty, together with a penalty of ten rupees or, when ten times the amount of the proper duty or deficient portion thereof exceeds ten rupees or of a sum equal to twenty times such duty or portion;

6. From this provision it is evident that an insufficiently stamped document cannot be admitted in evidence. The document which is before this court is the lease agreement. Article 33 of the Kerala Stamp Act deals with lease agreement. There it is specifically provided that when the lease is for a term not less than 1 year but not more than 5 years the stamp duty will be the same duty as a conveyance (No. 21 or 22, as the case may be) on ten percentage of the value of the property subject to a minimum of Rupees 500.

7. In this case from the nomenclature and from the contents of the document it is evident that this is a lease agreement executed for 5 years. So definitely the stamp duty should be minimum of ₹ 500/-. As the

document was executed on 31.03.2015 or 10% of the value of the property. There is absolutely no doubt that the document which is produced before the court is prepared in a stamp paper worth Rs.100/-. Going by article 33 it is evident that the document which is sought to be marked as Ext.A1 is an insufficiently stamped document. In **Ramachandran K.P. v. District Registrar (General) and others** 2019 (3) KHC 136, the Hon'ble High Court of Kerala has held that “ *in view of S.33, S.34 and S.37 of the Kerala Stamp Act, 1959, the court has power to impound an insufficiently stamped instrument, when the said document is produced before court and when an insufficiently stamped document is produced for admitting in evidence the party producing the document is liable to pay the deficit portion of the stamp duty with penalty*”.

8. Ext.A1 would clearly go to show that it is a lease deed. The question whether there can be an unregistered lease deed for 5 years is the matter that can be decided only after impounding the document. At present it can only be said that the document which is tendered in evidence has to be impounded invoking Section 34 of the Kerala Stamp Act being an insufficiently stamped document. In the light of these reasons, I am inclined to accept the argument put forth by the

learned counsel for the defendant challenging the admission of the document in evidence.

In the result, the lease agreement dated 31.03.2015 tendered in evidence as Ext.A1 is impounded under article 34 of the Kerala Stamp Act, 1959. The plaintiff is directed to pay penalty for the document in accordance with the proviso of section 34 of the Kerala Stamp Act on or before 14.01.2026. Office shall impose penalty in accordance with the provisions of the statute.

(Dictated to the Confidential Assistant, typed by her, corrected by me and pronounced in Open Court on this, the 16th day of December, 2025).

RAJASREE.C.R,
Civil Judge (Senior Division)

Appendix: NIL

Civil Judge, Senior Division

Typed by :BR

Compd by :

Fair Copy of Order in
I.A.7/2025 IN OS.21/2018
Dated:16.12.2025