

15-03-2025

ORDERS ON INTERLOCUTORY APPLICATION No.I

The Counsel for the plaintiff has filed this application under Order XIII Rule 9 R/w. Section 151 of Code of Civil Procedure and sought to return the original Rent Agreement for the purpose of adjudicating as per law.

2. The application is supported with memorandum of facts and stated the above case is posted for plaintiff's evidence. It is further submitted that for the purpose of adjudicating the original rent agreement, the plaintiff is in need of the said document. Hence, prays to allow this application.

3. Per contra, the defendant has not filed any objection to the present application.

4. Heard.

5. The plaintiff has filed this suit for possession and mesne profits. Now, the present case is set down for plaintiff's evidence. At this stage, the plaintiff has filed this application and prays to return the original rent agreement for the purpose of adjudicating.

6. This Court has carefully perused the original Rent Agreement dated 28.03.2022, same is executed in between the plaintiff and the defendant with respect of suit schedule premises. In the said Lessor is an absolute owner of the schedule premises and letting out the same in favour of the Lessee i.e., the defendant for a period of 11 months and monthly rent was fixed at Rs.12,000/-. The said document is unregistered.

7. Section 17 of the Registration Act, 1908, requires that certain documents relating to the property be registered. This includes sale deeds lease agreements, partition deed and more. The Leases that are for more than one year or have an annual rent reservation, said documents requires registration. In the present case on hand the lease period is not more than one year and monthly rent was fixed. So, it clears that original Rent Agreement dated 28.03.2022 is not requires compulsory registration.

8. Section 33 of the Karnataka Stamp Act, 1957, mandates that any person with authority to receive evidence, including public officers, must impound instruments that are not duly stamped if they appears to be insufficiently stamped.

9. Therefore, from the above discussion this court is of the considered opinion that question of return the original Rent Agreement for the purpose of adjudicating as per law to the plaintiff does not arise. Hence, the application filed by the plaintiff is deserved to be dismissed. Accordingly, this court proceed to pass the following;

ORDER

The Interlocutory Application No.I filed under Order XIII rule 9 R/w. Section 151 of Code of Civil Procedure by the plaintiff is hereby rejected.

For plaintiff's evidence.

Call on: 26.03.2025.

**V Additional Civil Judge & JMFC.,
Mangaluru (C/c.)**