

*HONOURABLE SRI JUSTICE N.V. SHRAVAN KUMAR

+WRIT PETITION No.15986 OF 2020

% Dated 10.06.2022

Between:

Tata Consumer Products Limited and another Petitioners

and

\$ The State of Telangana

.... Respondents

! Counsel for the petitioner : C.V.Narasimham
Counsel for respondents : G.P. for Revenue

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? Cases referred: :

HONOURABLE SRI JUSTICE N.V.SHRAVAN KUMAR**Writ Petition No.15986 OF 2020****ORDER:**

Heard the learned counsel for the petitioners and the learned Government Pleader for Revenue appearing for the respondents. With their consent, this writ petition is disposed of at the threshold.

2. This writ petition has been filed questioning inaction of the respondents No.3 and 4 in considering the representations dated 16.03.2020, 19.08.2020 and 08.09.2020, stated to have been made by the petitioners, and seeking consequential direction to the 4th respondent to register the lease deed dated 20.11.2019 considering the challan bearing No.5149659836504, dated 12.03.2020.

3. It is the case of the petitioners that they have entered into a lease agreement dated 20.11.2019, pertaining to the subject property of the writ petition, and the registration of the same was scheduled on 09.03.2020, but on the said day, the office of the Sub-Registrar, 4th respondent, was declared as a holiday. Subsequently, the date of registration was rescheduled to on 16.03.2020 and the requisite stamp duty of Rs.14,76,500/- was paid to the 4th respondent through bank transfer on 12.03.2020.

4. While the things stood thus, as the 1st petitioner hails from Bangalore, Karnataka State and due to the COVID-19 pandemic, the State of Karnataka was placed under lockdown. Thus, the presence of the 1st petitioner before the 4th respondent on 16.03.2020 has become impossible. Explaining the said reasons, the petitioners stated to have made a representation on 16.03.2020 to the 4th respondent requesting to extend the validity of registering the lease deed dated 20.11.2019. In view of the fact that the entire country was placed under lockdown from 22.03.2020 onwards, the petitioners could not appear before the 4th respondent for registration of the subject lease agreement. It is also stated that subsequently the petitioners made representations on 19.08.2020 and 08.09.2020 to the 3rd and 4th respondents respectively with the similar aforesaid request.

5. Further, it is submitted that the petitioners were orally informed that they can attend for registration of subject agreement on or before 20.09.2020, which was the date of expiry of the challan dated 12.03.2020 and as such, the date of registration was again rescheduled between 11.09.2020 and 14.09.2020.

6. While so, the 1st respondent issued blanket G.O.Ms. No.102 dated 07.09.2020 with a direction to stop registration pertaining to immovable properties across the State of Telangana with effect from 08.09.2020 until further orders.

7. Narrating the above circumstances, the learned counsel for the petitioners submits that registration of subject agreement can be extended as per the saving clause under Section 23 of the Registration Act, 1908 (For short “the Act”) with the order of this Court. In view of the above provision, he requested that the petitioners may be accommodated in such peculiar circumstances for registering their subject lease deed by extending the validity of registration period and challan dated 12.03.2020. Further, by placing a copy of the order dated 10.01.2022 passed in Miscellaneous Application No.2 of 2022 in Miscellaneous Application No.665 of 2021 in Suo Motu Writ Petition (C) No.3 of 2020 by the Hon’ble Apex Court, he contended that the period from 15.03.2020 till 28.02.2022 stand excluded for the purposes of limitation and therefore, the same may be made applicable to the petitioners’ case also.

8. On the other hand, the learned Assistant Government Pleader for Revenue submits that the official respondents will follow the procedure contemplated under Section 71 of the Act, duly taking into consideration the Section 23 of the Act.

9. For better appreciation of the case, Section 23 of the Act is extracted hereunder:

“Time for presenting documents:- Subject to the provisions contained in sections 24, 25 and 26, no document other than a will shall be accepted for registration unless presented for that purpose to the

proper officer within four months from the date of its execution:

Provided that a copy of a decree or order may be presented within four months from the date on which the decree or order was made, or, where it is appealable, within four months from the day on which it comes final.”

10. From the above, it is clear that no document other than a will shall be accepted for registration unless presented to the Registering Authority within four months from the date of its execution. In the case on hand, it is obvious that the subject lease of agreement was executed on 20.11.2019 and appears to be presented before the Registering Authority and on acceptance and stated to have been orally given various dates to attend for registration drawn the Challan bearing No.5149659836504 on 12.03.2020, which is within the prescribed period of four months from the date of its execution and the actual date of four months would be completed on 20.03.2020. Though the statute makes it imperative to present an instrument for registration within four months from the date of its execution, no time is fixed within which a deed presented and accepted for registration must be registered; and, indeed, from the nature of the requirements of the Act, the period within which the registration must be completed could not have been fixed. Earlier, this Court, in W.P. No.313 of 2020 on 01.10.2020, dealt with the similar aspect and held at para 10 as under:

“....Since there is no period of limitation to register the document, once it was presented before the authority concerned within four (4) months after its execution and when it was accepted for registration, registering the document at a later stage i.e, on 31.08.2019 (after lapse of 22 years), cannot be faulted.”

11. The Hon'ble Apex Court vide its order dated 10.01.2022 in Miscellaneous Application No.2 of 2022 in Miscellaneous Application No.665 of 2021 in Suo Motu Writ petition (C) No.3 of 2020 considering the impact of the surge of the virus on public health and adversities faced by the general public directed that the period from 15.03.2020 till 28.02.2022 shall stand excluded from the purposes of limitation as may be prescribed under any general or special law in respect of all judicial or quasi judicial proceedings.

12. In the present case, after perusing the record, admittedly the effect of COVID-19 pandemic caused hardship to both the parties i.e. petitioners and the respondents and that the petitioners made representations from time to time and there is no negligence on the part of the petitioners. Even as per the record, the Challan is paid on 12.03.2020 within the prescribed period of four months from the date of execution of the subject lease deed dated 20.11.2019, which was accepted by the Registering Authority and thereby the registration date was initially scheduled on 09.03.2020 but due to declaration of holiday

on the said day, thereafter the registration dates were rescheduled from time to time. Since the Challan was paid and registration dates were already scheduled from time to time no prejudice would be caused to the respondents if the registration is carried out. In view of the same, the petitioners' case is found to be sustainable.

13. Having regard to the facts and circumstances of the case and the submissions made by the learned counsel on either side and the observations made in the order dated 01.10.2020 in W.P. No.313 of 2020 by this Court and the order dated 10.01.2022 passed by the Hon'ble Apex Court in Miscellaneous Application No.2 of 2022 in Miscellaneous Application No.665 of 2021 in Suo Motu Writ petition (C) No.3 of 2020, into consideration, I deem it appropriate to dispose of the writ petition with the following directions:

i) The respondents, particularly respondents No.3 and 4, before whom the aforesaid representations stated to have been made, are directed either to consider the representations dated 16.03.2020, 19.08.2020 and 08.09.2020 seeking extension of the validity of the registration of the subject lease agreement dated 20.11.2019, coupled with the provision of Sections 23 and 71 of the Act, and pass appropriate orders, in accordance with law, within a period of four weeks, from the date of receipt of a copy of this order, or

ii) To entertain the registration of subject lease deed dated 20.11.2019, if it is otherwise in order, duly extending the validity of the registration of subject lease deed and Challan bearing No.5149659836504, dated 12.03.2020.

iii) However, it will be open to the 4th respondent to refuse/receive the document presented before him, if he has any other objection, by duly assigning reasons in support of such decision and communicate the said decision to the petitioners.

With the above directions, this writ petition is disposed of. There shall be no order as to costs.

Consequently, miscellaneous applications, if any pending, shall stand closed.

JUSTICE N.V.SHRAVAN KUMAR

Date: 10.06.2022

*KRL/LSK**

Note: L.R. copy to be marked.