



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Reserved on 02.12.2016

Pronounced on 20.01.2017

WEB COPY

CORAM:

THE HON'BLE MR.JUSTICE M.V.MURALIDARAN

W.P. (MD) No.10833 of 2011 and

M.P. (MD) No.1 of 2011

M.Manikandan

... Petitioner

Vs.

1.The Sub Registrar,
Thamaraipatti,
Office at Sittampatti,
Madurai North Taluk,
Madurai.

2.P.Sundararajan

3.E.Sambamoorthy

... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, for the issuance of Writ of Certiorarified Mandamus, to call for the records of the 1st respondent in registering the impugned cancellation deed of sale in Document No.876/2000 dated 25.02.2000 executed by the 2nd respondent and quash the same and further direct the 1st respondent to make corresponding entry in the Book No.1 of his office and pass orders on merits.

For Petitioner : Mr.H.Arumugam

For Respondents : Mr.Guru (for R1)

Special Government Pleader

Mr.V.Raghavachari (for R2)

Mr.M.R.Murugesan (for R3)

O R D E R

This writ petition has been filed by the writ petitioner seeking a writ of Certiorarified Mandamus, to call for the records of the 1st respondent in registering the impugned cancellation deed of sale in Document No.876/2000 dated 25.02.2000 executed by the 2nd respondent and quash the same and further direct the 1st respondent to make corresponding entry in the Book No.1 of his office and pass orders on merits.



2.The case of the petitioner is that he is the owner of nanja lands to an extent of 25 cents on the western side in Re-survey No.115/10 out of 1 acre 25 cents and 76 cents of punja lands in Re-survey No.116/1, at Kadachanenthal Village, Madurai North Taluk.

3.The writ petitioner also come forward by saying that his father purchased the said properties on behalf of this petitioner, at that time, the writ petitioner was minor as natural guardian in the year 1990 from the 2nd respondent through a registered sale deed dated 16.05.1990 in Doc.No.761 of 1990 registered in the office of the 1st respondent and thereafter this petitioner has become the absolute owner of the said property and he is in possession and enjoyment of the same.

4.The writ petitioner also states that he is the B.E. (Mechanical) Degree holder and he is in unemployed. When the petitioner was need of money to start a business, he has decided to sell some of the property belongs to him for starting business from the sale proceeds. In the meantime, one Mr.G.Dharmaraja has approached this petitioner for purchasing the said land and therefore both the petitioner and the said Mr.G.Dharmaraja have entered into an agreement of sale deed dated 20.06.2011 to sell the 25 cents of nanja lands situated in R.S.No.115/10 to the said Dharmaraja. At the time of execution of the sale agreement the said Dharmaraja has paid a sum of Rs.50,000/- as advance amount from the sale consideration and as per the agreement, this petitioner have execute the sale deed within six months from the date of agreement to the said Mr.Dharmaraja, failing which this writ petitioner have to refund the advance amount in double to him.

5.But all in sudden the said Dharmaraja has demanded the petitioner to re-fund the said amount as per the conditional clause in the sale agreement by saying that the writ petitioner is not the owner of the property and his sale deed dated 16.05.1990 was already cancelled by his vendor namely the 2nd respondent herein and hence the said G.Dharmaraja also sent a legal notice dated 10.07.2011 seeking to re-fund the advance amount of Rs.50,000/-. On receipt of the said lawyer notice dated 25.02.2000, this petitioner on his verification of the 1st respondent Sub-Registrar he came to know the 2nd respondent had cancelled the sale deed unilaterally on 25.02.2000 and the same was registered by the 1st respondent without any authority of law. In the said circumstances, this petitioner applied certified copies of the sale deed and cancellation deed and he received the same on 13.07.2011, the 2nd respondent has unilaterally cancelled the writ petitioner's sale deed dated 16.05.1990 by saying that the part of sale consideration was not paid to him by his father and therefore he was in possession of the property. The writ petitioner also states that the 2nd respondent, who is an advocate insisted his father to re-convey the property and induced him to



obtain permission from the Court for alienating the writ petitioner's property, since the petitioner was a minor and in the result, his father gave the sale deed dated 16.05.1990 to the 2nd respondent and also filed a petition seeking permission in HMGWOP.No.3 of 1997 before the Principal District Court, Madurai to alienate the property in favour of the son of the 2nd respondent namely S.Balaji, arraying the writ petitioner's maternal uncle namely Anbuechezhiyan and Kalyana Sundaram as respondents in the said writ petition. But the said persons namely Anbuechezhiyan and Kalyana Sundaram, who are the respondents in the above HMGWOP.No.3 of 1997 were set exparte. After knowing about the illegal attempt of alienating the property this writ petitioner's aunt by namely Smt.Sharadha and Smt.Rajamani were filed a petition in I.A.No.29 of 1998 to implead them as respondent to object the permission petition and thereafter they were impleaded in the said petition by an order dated 06.11.2000. But subsequently the above original petition in HMGWOP.No.3 of 1997 was dismissed for non-prosecution in the year 2001. Therefore, the writ petitioner come forward by saying that the 2nd respondent was well known that no permission was granted by the said Court, but even after knowing that it was noted that there was an objection by the minor to alienate the property. But, he was registered the said cancellation of sale deed dated 25.02.2000 and the same was registered in the office of the 1st respondent with an ulterior motive to defeat his right over the said property.

6.The writ petitioner also states that the 2nd respondent has no right to execute the cancellation deed, but the 1st respondent without considering the same and without having any authority registered the unilateral cancellation of sale deed dated 25.02.2000 to execute by the 2nd respondent. He also states that there is no provision in the Registration Act, 1908 empowers to register the unilateral cancellation deed, but the 1st respondent registered deed dated 25.02.2000. On knowing about the same, the writ petitioner has challenging the said unilateral registration of cancellation deed dated 25.02.2000 by way of filing this writ petition before this Court on various grounds.

7.The writ petitioner also states that the impugned registration of cancellation deed dated 25.02.2000 without jurisdiction and without any authority of law and the said registration is against the principles of natural justice since no notice or opportunity was given to the petitioner before registering the unilateral cancellation deed dated 25.02.2000.

8.The writ petitioner also come forward by saying that once the sale deed was executed and registered, the title and ownership will be transferred to the purchaser and hence the purchaser alone is the owner of the property who can deal with the same and the vendor had no right after execution of sale deed and thereafter he cannot execute a deed of cancellation unilaterally.



9.The writ petitioner also states that there is no provision in the Registration Act, 1908 empowers the 1st respondent to register the impugned cancellation of sale of deed presented by any of the parties to the sale deed. In this regard, the Hon'ble Full Bench of this Court categorically held in a judgment reported in 2011 (1) L.W. 673 that the registration of cancellation deed itself without any authority of law and void and further held that if at all the property has to be conveyed again it can be done only through another sale deed.

10.The writ petitioner also states that as per Section 34 of the Registration Act, the 1st respondent ought to have conduct an enquiry before the documents presented for registration by the 2nd respondent, but the said documents registered without any authority of law. He also stated that the Hon'ble Division Bench of this Court held that in a judgment reported in **2009 (4) CTC 627** that the registration of cancellation of sale is not valid and further held that the Sub-Registrar has no jurisdiction to register the same and ultimately quashed the registration of deed of cancellation of sale. He has also states that as per Section 62 of Indian Contract Act, 1872 any novation recession and alteration of a contract can be made only bilaterally.

11.The writ petitioner also raised grounds by saying that when the property was sold by the father of the writ petitioner as per Sections 8 and 29 of Hindu Minority and Guardianship Act, but he has to seek permission to alienate the property to the competent Court namely the Principal District Court, Madurai, filed a petition in HMGWOP.No.3 of 1997. Therefore, the writ petitioner has prayed this Court to quash the unilateral cancellation deed dated 25.02.2000.

12.Though on behalf of the respondents namely the 1st respondent Mr.Guru, learned Special Government Pleader appeared and for the 2nd respondent Mr.V.Raghavachari and for the 3rd respondent Mr.M.R.Murugesan were appeared, but no counter affidavit has been filed.

13.I heard Mr.H.Arumugam, learned counsel appearing for the petitioner, Mr.Guru, learned Special Government Pleader, appearing for the 1st respondent, Mr.V.Raghavachari, learned counsel appearing for the 2nd respondent and Mr.M.R.Murugesan, learned counsel appearing for the 3rd respondent and perused the entire records and judgments passed produced by the writ petitioner.

14.This is the case whether the transferor have any legal right to unilaterally cancelled the said sale deed is right in law.

15.The Hon'ble Full Bench of this Court very clearly held in **Latif Estate Line India Ltd. Rep. by its Managing Director Habib Abdul Latif, No.14, Temple Road, Secretariat Colony, Kilpauk, Chennai-10 v. Hadeeja Ammal and Others** reported in (2011) 2 MLJ 569 (FB).



16. This Court in the above judgments very categorically held and raised the three queries and answer the same as follows:

"1. Whether cancellation of a registration of a registered sale deed of a immovable property having valuation of more than one hundred rupees can be registered either under Sections 17 or 18 or any other provision of the Registration Act?

2. Whether for such cancellation of a registered sale deed, signature of person claiming under the document for sale of property is required to sign the document, if no such stipulation is made under the Act?

3. Whether once a sale is made absolute by transfer of ownership of the property from the vendor to the purchaser, such transfer can be annulled or cancelled by the vendor by executing a deed of cancellation?"

17. All the above 3 queries have clearly applicable to this case. After seeing the case in hand that whether the Transfer of Property Act or the Registration Act which deals with the cancellation of deed of sale, the reasons according to the Court is that the execution of a deed of cancellation by the vendor does not create, assign, limit or extinguish any rights, title or interest in the immovable property and the same has no effect in the eye of law. The Hon'ble Full Bench has categorically held in the above judgment that a deed of cancellation of sale unilaterally executed by transferor does not create any encumbrance in property already transferred and hence such deed of cancellation cannot be accepted for registration. The Hon'ble Full Bench also considered that once the title to the property is vested in the transferee by the sale of property, it cannot be divested into the transferor by execution and registration of a deed of cancellation even with the consent of the parties.

18. The Hon'ble Full Bench in the above judgment has considered on the question raised in the said case the Hon'ble Full Bench comes to the following conclusion as follows:

"(i) A deed of cancellation of a sale unilaterally executed by the transferor does not create, assign, limit or extinguish any right, title or interest in the property and is of no effect. Such a document does not create any encumbrance in the property already transferred. Hence, such a deed of cancellation cannot be accepted for registration.

(ii) Once title to the property is vested in the transferee by the sale of the property, it cannot be divested into the transferor by execution and registration of a deed of cancellation even with the consent of the parties. The proper course would be to re-convey the property by a deed of conveyance by the transferee in favour of the transferor.



(iii) Where a transfer is effected by way of sale with the condition that title will pass on payment of consideration, and such intention is clear from the recital in the deed, then such instrument or sale can be cancelled by a deed of cancellation with the consent of both the parties on the ground of non-payment of consideration. The reason is that in such a sale deed, admittedly, the title remained with the transferor.

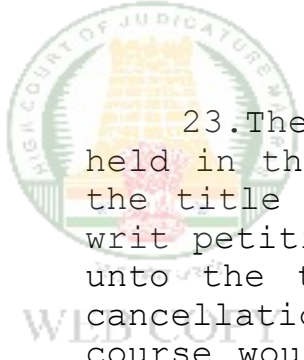
(iv) In other cases, a complete and absolute sale can be cancelled at the instance of the transferor only by taking recourse to the Civil Court by obtaining a decree of cancellation of sale deed on the ground *inter alia* of fraud or any other valid reasons."

19. The Hon'ble Division Bench of this Court in the case of *Mrs. A.S. Elangode v. A. Palanichamy and others* reported in 2009 (4) CTC 627 and held that the registration of cancellation of sale is not valid and further held that the Sub-Registrar has no jurisdiction to register the same and ultimately quashed the registration of deed of cancellation of sale.

20. The case in hand it is made clear that during the age of minor in the name of the writ petitioner, his father has purchased the property on 16.05.1990 through a valid registered document in Doc.No.761 of 1990 from the 2nd respondent Mr.P.Sundararajan S/o Perumal Ayyangar. Once the vendor namely the 2nd respondent has executed the sale deed in favour of the minor writ petitioner, the vendor does not create any encumbrance in the property already transferred.

21. It is settled law that a deed of cancellation of a sale unilaterally executed by the transferor does not create, assign, limit or extinguish any right, title or interest in the property already transferred and such a deed of cancellation cannot be accepted for registration.

22. Knowing fully well that the 2nd respondent, who is the vendor of the writ petitioner has already executed the sale deed on 16.05.1990 in favour of the writ petitioner, then the 2nd respondent have no locus standi to cancel the sale deed dated 16.05.1990 by registering the unilateral cancellation deed and the 1st respondent have no right at all to entertain and register the said document. Since there is no provision in the Transfer of Property Act or in the Registration Act that once the vendor has executed the sale deed and later on deed of cancellation of sale unilaterally executed by the transferor and such a document should not entertain by the 1st respondent.



23.The Hon'ble Full Bench of this Court very categorically held in the case reported in 2011 (2) MLJ 569 (FB) held that once the title to the property is vested in the transferee namely the writ petitioner by the sale of the property, it cannot be divested unto the transferor by execution and registration of a deed of cancellation even with the consent of the parties and the proper course would be to re-convey the property by a deed of conveyance by the transferee in favour of the transferor.

24.The Hon'ble Full Bench of this Court very categorically held that where a transfer is effected by way of sale with the condition that title will pass on payment of consideration, and such intention is clear from the recital in the deed, then such instrument or sale can be cancelled by a deed of cancellation with the consent of both the parties on the ground of non-payment of consideration. The reason is that in such a sale deed, admittedly, the title remained with the transferor. But in the case in hand it is the case of the 2nd respondent that the sale consideration was not fully completed, therefore he cancelled the sale deed already executed in favour of the writ petitioner, but the Hon'ble Full Bench very clearly held that with the consent of both the parties only the sale should be cancelled on the ground of non-payment of consideration. Since the Hon'ble Division Bench very clearly held that in other cases, a complete and absolute sale can be cancelled at the instance of the transferor only by taking recourse to the Civil Court by obtaining a decree of cancellation of sale deed on the ground *inter alia* of fraud or any other valid reasons. but, no other conditions imposed by the Hon'ble Full Bench of this Court applied to the 2nd respondent. But, he simply cancelled the sale deed by way of registering the deed of cancellation unilaterally before the 1st respondent. The 1st respondent, who is the Sub-Registrar of Thamaraipatti, Madurai had simply registered the unilateral cancellation of sale deed, which is absolutely wrong and there was no act provides to the 1st respondent.

25.Earlier the Hon'ble Division Bench of this Court in a case of *Mrs.A.S.Elangode v. A.Palanichamy and others* reported in 2009 (4) CTC 627 very clearly held that a cancellation deed amounting to a rescission of contract can be valid only if it is bilateral and not unilateral. Apart from this, the Hon'ble Division Bench of this Court very categorically held that the principles of natural justice also to be adhered by Registering Authority while canceling a sale deed and hence unilateral cancellation held, invalid. This Court held in para 11 and 12 as follows:

<https://hcservices.ecourts.gov.in/hcservices> will place reliance was placed to the Full Bench judgment of Andhra Pradesh High Court in *Yanala Malleshwari and others v. Ananthula Sayamma and others*, 2007 (1) CTC 97 (F.B.) (A.P.), wherein it was held that the cancellation of agreement of sale unilaterally by



one party to the agreement is valid. Pursuant to the judgment, the Government of Andhra Pradesh introduced Rule 26(k) to the Andhra Pradesh Registration Rules by means of amendment dated 29.11.2006, which reads as follows:

"(i) The Registering Officer shall ensure at the time of presentation for registration of cancellation deeds of previously registered deed of conveyance on sale before him that such cancellation deeds are executed by all executants and claimant parties to the previously registered conveyance on sale and that such cancellation deed is accompanied by a declaration showing mutual consent or orders of a competent Civil or High Court or State or Central Government annulling the transaction contained in the previously registered deed of conveyance on sale:

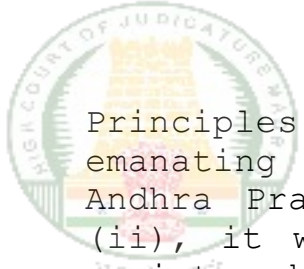
Provided that the Registering Officer shall dispense with the execution of cancellation deeds by executants and claimant parties to the previously registered deeds of conveyance on sale before him if the cancellation deed is executed by a Civil Judges or a Government Officer competent to execute Government Orders declaring the properties contained in the previously registered conveyance on sale to be Government or Assigned or Endowment lands or properties not registrable by any provision of law.

(ii) Save in the manner provided for above, no cancellation deed of a previously registered deed of conveyance on sale before him shall be accepted for presentation of registration."

12. The said Rule 26(k) was challenged before the Andhra Pradesh High Court in *Kalitha Narasimha v. The State Government of A.P., rep. by its Principal Secretary*, W.P.No.3741/2007 by contending that the same is ultra vires of the provisions of the Registration Act, 1908 and is contrary to the judgment of the Full Bench in *Yanala Malleshwari and others case*. The Division Bench of the Andhra Pradesh High Court, by order dated 13.3.2007, while upholding the said Rule, has held as follows:

"In our opinion, the impugned Rule does not in any manner violate the ratio of the majority judgment of the Full Bench. Rather, as mentioned above, it is a statutory embodiment of one of the rules of natural justice and is intended to certain unnecessary litigation emanating from the ex parte registration of cancellation deeds."

<https://hcservices.courts.gov.in/hcservices> 26. The Hon'ble Division Bench also clearly held that the unilateral cancellation deed is allowed to be registered, without the knowledge and consent of the other party to the earlier contract, as held by the Hon'ble Division Bench of Andhra Pradesh High Court, such registration would cause violence to the



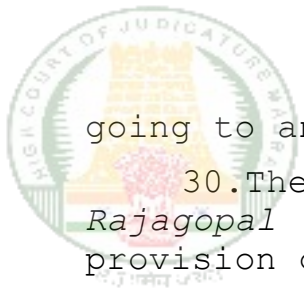
Principles of Natural Justice and lead to unnecessary litigation emanating therefrom. Therefore, the Hon'ble Division Bench of Andhra Pradesh High Court very clearly held that Section 26(k) (ii), it was directed that no cancellation deed of a previously registered deed of conveyance on sale before him shall be accepted for presentation for registration and the said Rule was questioned before the Hon'ble Andhra Pradesh High Court in the case of *Kalitha Narasimha v. The State Government of A.P.*, on the ground that the amendment was contrary to the judgment of the Full Bench in the case of *Yanala Malleshwari and others v. Ananthula Sayamma and others*, but the Hon'ble Division Bench of Andhra Pradesh High Court held that cancellation deed of previously registered deed of conveyance on sale cannot be accepted for presentation by the Registrar unilaterally.

27. The learned Single Judge of this Court held in a case of *G.D. Subramaniam v. The Sub-Registrar, Konur*, reported in 2009 (1) CTC 709 that the learned Single Judge of this Court has extensively considered the scope of registration of cancellation of sale deed and had ultimately held that such unilateral cancellation of deed cannot be made in the absence of any specific provision for the Registrar to do so.

28. The Hon'ble Full Bench of this Court referred various judgments rendered by the Hon'ble Supreme Court of India and other Hon'ble High Courts and in the case of *Yanala Malleshwari and others v. Ananthula Sayamma and others* while the Hon'ble Division Bench referred the matter to the Full Bench of the Hon'ble Andhra Pradesh High Court for consideration was:-

"Whether a person can nullify the sale by executing and registering a cancellation deed? Whether a Registering Officer, like District Registrar and/or Sub-Registrar is bound to refuse registration when a cancellation deed is presented?"

29. The Hon'ble Full Bench of the Andhra Pradesh High Court clearly held that when the transfer is made by a person without any valid title? What would be the situation when a sale takes place by reason of the fraud played by the transferor and transferee, which drastically affects the person with absolute title and ownership? In situations such as these, does the law contemplate only remedy of seeking declaration or cancellation of the fraudulent transfer deed or does it enable the true owner to execute a deed nullifying the fraudulent transfer deed? When Sections 7 and 8 of T.P. Act contemplate that only person is competent to contract and entitled to transfer property can transfer, any other transfer (otherwise than as contemplated under Section 7 of the T.P. Act) must be treated as void. Likewise, if a transferee reserves power to himself to revoke the transfer, such transfer/sale is not rendered void (in view of Sections 10 and 11) but the transferor can even revoke the sale deed without



going to any Court.

30. The Hon'ble Supreme Court in a case of *Kaliaperumal v. Rajagopal* reported in (2009) 4 SCC 193 while considering the provision of Section 54 of the T.P. Act held as follows:

"8. It is now well settled that payment of entire price is not a condition precedent for completion of the sale by passing of title, as Section 54 of the Transfer of Property Act, 1882 defines 'sale' as 'a transfer of ownership in exchange for a price paid or promised or part-paid and part-promised'. If the intention of parties was that title should pass on execution and registration, title would pass to the purchaser even if the sale price or part thereof is not paid. In the event of non-payment of price (or balance price as the case may be) thereafter, the remedy of the vendor is only to sue for the balance price. He cannot avoid the sale. He is, however, entitled to a charge upon the property for the unpaid part of the sale price where the ownership of the property has passed to the buyer before payment of the entire price, under Section 55 (4) (b) of the Act..."

31. When the similar question of non-payment of entire sale consideration was considered by the Hon'ble Orissa High Court in the case of *Michhu Kuanr and Others v. Raghu Jena and Others* reported in AIR 1961 Orissa 19, the Hon'ble Orissa High Court held as follows:

"The question of intention could only arise if no consideration passed in the context of this back ground and the surrounding circumstances the subsequent deed of cancellation is irrelevant. Once by the registered sale deed Exhibit 1 title had passed to the vendees, the subsequent deed of cancellation Exhibit A certainly could not nullify the effect of the already completed sale deed Exhibit 1."

32. Therefore, considering all these facts, it is made clear that there is no provision in the Transfer of Property Act or in the Registration Act, which deals with the cancellation of deed of sale. The reason according to us is that the execution of a deed of cancellation by the vendor does not create, assign, limit or extinguish any right, title or interest in the immovable property and the same has no effect in the eye of law. A provision relating to the cancellation of a document is provided in Section 31 of the Specific Relief Act, 1963 (Old Section 39). Section 31 reads as follows:

<https://hcservices.ecourts.gov.in/hcservices/>

"31. When cancellation may be ordered:- (1) Any person against whom a written instrument is void or voidable, and who has reasonable apprehension that such instrument, if left outstanding, may cause him serious injury, may sue to have it adjudged void or voidable,



and the Court may, in its discretion, so adjudge it and order it to be delivered up and cancelled.

(2) If the instrument has been registered under the Indian Registration Act, 1908 (16 of 1908), the Court shall also send a copy of its decree to the officer in whose office the instrument has been so registered; and such officer shall note on the copy of the instrument contained in his books the fact of its cancellation."

33. The Hon'ble Division Bench also considered that it is manifest that three conditions are requisite for the exercise of jurisdiction to cancel an instrument i.e.,

(1) An instrument is avoidable against the plaintiff;

(2) The plaintiff may reasonably apprehend serious injury by the instrument being left or outstanding; and

(3) In the circumstances of the case, the Court considers it proper to grant this relief of preventive justice.

34. It is also made clear that there is no dispute that a third party can claim title to the property against the purchaser who purchased the property for valuable consideration and came into possession of the same. But, it is the Civil Court of competent jurisdiction to give such declaration in favour of the third party or a stranger. It can also not be overlooked or ignored that a unilateral cancellation of a sale deed by registered instrument at the instance of the vendor only encourages fraud and is against public policy. But, there are circumstances where a deed of cancellation presented by both the vendor and the purchaser for registration has to be accepted by the Registrar if other mandatory requirements are complied with. Hence, the vendor by the unilateral execution of the cancellation deed cannot annul a registered document duly executed by him as such an act of the vendor is opposed to public policy. Therefore, considering the judgment of the Hon'ble Full Bench of this Court reported in the above judgment was held as follows:

"59. After giving our anxious consideration on the questions raised in the instant case, we come to the following conclusion:-

(i) A deed of cancellation of a sale unilaterally executed by the transferor does not create, assign, limit or extinguish any right, title or interest in the property and is of no effect. Such a document does not create any encumbrance in the property already transferred. Hence, such a deed of cancellation cannot be accepted for registration.

<https://hcservices.ecourts.gov.in/hcservices/>

(ii) Once title to the property is vested in the transferee by the sale of the property, it cannot be divested unto the transferor by execution and registration of a deed of cancellation even with the consent of the parties. The proper course would be to



re-convey the property by a deed of conveyance by the transferee in favour of the transferor.

(iii) Where a transfer is effected by way of sale with the condition that title will pass on payment of consideration, and such intention is clear from the recital in the deed, then such instrument or sale can be cancelled by a deed of cancellation with the consent of both the parties on the ground of non-payment of consideration. The reason is that in such a sale deed, admittedly, the title remained with the transferor.

(iv) In other cases, a complete and absolute sale can be cancelled at the instance of the transferor only by taking recourse to the Civil Court by obtaining a decree of cancellation of sale deed on the ground *inter alia* of fraud or any other valid reasons."

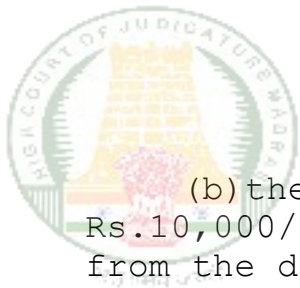
35. Therefore, I am of the considered opinion that in the writ petition that the petitioner has questioning the unilateral registration of the cancellation deeds was allowed on the ground that the registration has been done by the Registrar without notice to the purchaser. Apart from this, no law permit either in the Transfer of Property Act or Registration Act, the vendor namely the 2nd respondent herein to register the unilateral cancellation deed cancelling the earlier sale deed dated 16.05.1990 executing in favour of the writ petitioner. Since once the vendor namely the 2nd respondent has executed the sale deed in the year 1990, he cannot cancelled the sale deed unilaterally in the year 2000 in Doc.No.876 of 2000 dated 25.02.2000, after a period of 10 years.

36. I am also viewed that as per Section 34 of the Registration Act, the 1st respondent totally failed to hold an enquiry in respect of presentation of the unilateral cancellation deed. The 2nd respondent knowing fully well that the property belongs to minor without any Court permission as per Sections 8 and 29 of Hindu Minority and Guardianship Act, had simply registered the document. The 1st respondent namely the Sub-Registrar, without applying his mind had simply registered the unilateral cancellation deed is totally without jurisdiction and totally illegal and also against the principles of natural justice. Since the 1st respondent without following any law, dancing to the tune of the 2nd respondent had simply registered the unilateral cancellation deed dated 25.02.2000. Therefore, the registration of the unilateral cancellation deed dated 25.02.2000 ought to be set aside.

<https://hcservices.ecourts.gov.in/hcservices/>

37. In the result:

(a) the writ petition is allowed by setting aside the unilateral cancellation of sale deed in Doc.No.876 of 2000 dated 25.02.2000 on the file of the 1st respondent.



(b) the 2nd respondent is directed to pay the cost of Rs.10,000/- to the writ petitioner within a period of four weeks from the date of receipt of a copy of this order.

WEB COPY

(c) the 1st respondent is further directed to make corresponding entry in the book No.1 of his office within a period of four weeks from the date of receipt of a copy of this order.

38. Accordingly, this writ petition is allowed with the above observations. Consequently, connected miscellaneous petition is closed.

Sd/-
Assistant Registrar[CS I]

/True copy/

Sub Assistant Registrar

To
The Sub Registrar,
Thamaraipatti,
Office at Sittampatti,
Madurai North Taluk,
Madurai.
+1CC to M/S.H.Arumugam, Advocate, SR.3729
VSA
KK-SS3-SAR3-27.01.17-13P-3C

W.P. (MD) No.10833 of 2011 and
M.P. (MD) No.1 of 2011
20.01.2017