



W.P.No.32110 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.12.2022

CORAM

THE HONOURABLE MR.JUSTICE **M.DHANDAPANI**

W.P.No.32110 of 2022

P.Palanisamy

...Petitioner

Vs.

The Sub-Registrar,
Purasaivakkam,
Chennai – 600 007.

...Respondent

Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorarified Mandamus to call for the records pertaining to the “Refusal Check Slip” in No.RFL/Purasaivakkam/88/2022 dated 05.11.2022 issued by Respondent, quash the same and consequently direct the respondent herein to accept the said Document of Cancellation of Sale Agreement registered as Document No.4896 of 2013 on the file of the respondent.

For Petitioner : Mr.T.K.S.Gandhi

For Respondent : Mr.E.Kathiravan,
Special Government Pleader



W.P.No.32110 of 2022

WEB COPY

ORDER

The petitioner has filed this Writ petition seeking issuance of a Writ of Certiorarified Mandamus to call for the records of the respondent in respect of the Refusal Check Slip in No.RFL/Purasaivakkam/88/2022 dated 05.11.2022, quash the same and to consequently direct the respondent to accept the said Deed of Cancellation of Sale Agreement.

2. Mr.E.Kathiravan, learned Special Government Pleader takes notice for the respondent. In view of the consent expressed by the Learned counsel appearing for either side, this petition is taken up for final disposal.

3. The case of the petitioner is that he has purchased the property comprised in S.No.779/23 situated at No.810/1058, 24th Street, B V Colony, Chennai, vide Sale deed dated 07.12.2005 bearing Doc.No.4762 of 2005 and pursuant to the said purchase, he is in absolute possession and enjoyment of the said property and has also obtained patta in his favour. While so, as the petitioner borrowed a certain amount from one T.krishnamurthy, he entered into a sale agreement with the said T.Krishnamurthy, vide Doc.No.4896 of



W.P.No.32110 of 2022

2013 dated 12.12.2013 and the petitioner's wife namely Vasantha and his son namely P.Ravikumar had signed in the said agreement dated 12.12.2013 as "Abundant caution" for the said agreement. While so, as the petitioner was ready to repay the borrowed amount, he informed the same to the said T.Krishnamurthy and accordingly, the said T.Krishnamurthy executed a Deed of cancellation of sale agreement and the same was presented before the respondent for registration. However, the respondent has refused to register the above said cancellation deed, vide Refusal Check Slip dated 05.11.2022 bearing No.RFL/Purasaivakkam/88/2022, merely on the ground that, the previous sale agreement dated 12.12.2013 was executed by the petitioner, his wife and son, however, in the Cancellation deed, only the petitioner/1st executant alone was made as a party. Challenging the said refusal check slip, the present Writ petition is filed.

4. Learned counsel for the petitioner submitted that, the petitioner is the absolute owner of the subject property. The petitioner along with his wife and son entered into sale agreement with the said T.Krishnamurthy, in order to borrow money from the said T.Krishnamurthy. Subsequently, the petitioner



W.P.No.32110 of 2022

approached the said T.Krishnamurthy, with an intention to repay the entire borrowed amount and sought for cancellation of the said sale agreement dated 12.12.2013, and accordingly, the said T.Krishnamurthy executed a Deed of Cancellation of sale agreement to that effect. When the same was presented for registration, the respondent refused to register the same merely on the ground that, though three executants executed the above said sale agreement dated 12.12.2013, the 1st executant/petitioner herein alone is shown in the cancellation deed and the other two executants i.e., the petitioner's son and wife are not signatory in the same, which cannot be acceded to, as the same will not be a bar for registering the Cancellation deed. Hence, he prayed for appropriate orders.

5. On the above said contentions, heard learned Special Government Pleader for the respondents and perused the materials available on record.

6. Though very many grounds have been raised by the learned counsel on either side at the time of arguments, as rightly pointed out by the learned counsel for the petitioner, though the petitioner and his family members



W.P.No.32110 of 2022

jointly entered into sale agreement with the said T.Krishnamurthy and when they decided to cancel the said agreement after payment of the entire amount borrowed, the petitioner on behalf of his family members i.e., wife and son alone entered into the deed of cancellation of sale agreement executed by the said T.Krishnamurthy, which cannot be found fault with and merely on the ground that the petitioner's wife and son are not signatory in the above said cancellation deed, refusing to register the said document is not sustainable. Hence, this Court, has no hesitation to interfere with the order impugned in this Writ petition.

7. With the above observations and directions, this Writ petition is allowed, by setting aside the impugned refusal check slip dated 05.11.2022 passed by the respondent, with a further direction to the respondent to entertain the deed of cancellation of sale agreement for registration, if there is no other impediment to register the same. No costs.

01.12.2022

skt

Speaking Order : Yes/ No

5/7



W.P.No.32110 of 2022

Index : Yes/ No

WEB COPY

To

The Sub-Registrar,
Purasaivakkam,
Chennai – 600 007.

M.DHANDAPANI, J.

skt

W.P.No.32110 of 2022



WEB COPY



W.P.No.32110 of 2022

01.12.2022