



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 03.02.2022

CORAM

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

W.P. (MD) .No.2163 of 2022

Shanumugam

... Petitioner

Vs.

1.The District Registrar,
District Registration Office,
Cantonment,
Trichy,
Trichy District.

2.The Sub-Registrar,
Sub-Registration Office,
Manapparai,
Trichy District.

3.Karunanithi

... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, by directing the respondents 1 and 2 to remove the sale agreement Document No.1273/2007, 04.04.2007 from the encumbrance records of the second respondent Sub-Registrar Office with regard to the petitioner family property of bearing Survey No.369/5A, 5B, 5C and 5D, situated at Thogamalai Village, Kulithalai Taluk, Karur District by considering the petitioner representations, dated 21.01.2022.

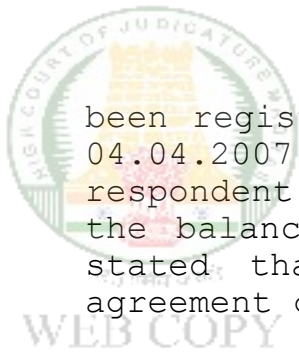
For Petitioner : Mr.R.Murugappan
For R-1 and R-2 : Mr.D.Ghandiraj,
Special Government Pleader.

ORDER

Mr.D.Ghandiraj, learned Special Government Pleader, takes notice for the first and second respondents.

2. In view of the nature of the order passed, notice is not directed to the third respondent.

3. The petitioner had entered into an agreement of sale to sell the property at Survey Nos.369/5A, 5B, 5C and 5D at Thogamalai Village, Kulithalai Taluk, Karur District. It is contended by the learned counsel for the petitioner that the agreement of sale had



been registered as Document No.1273/2007 on 04.04.2007 in the office of the second respondent. But, the third respondent had not come forward to perform the agreement by paying the balance consideration and by executing the sale deed. It is stated that the encumbrance certificate, however, reflects the agreement of sale.

4. It had been very clearly held by a Division Bench judgment in ***Writ Petition No.674 of 2020*** dated 05.11.2020, in ***N.Ramayee vs. The Sub Registrar and others***, that reflection in the encumbrance certificate of a registered agreement of sale, will not be a bar to the Sub Registrar to register a further document, if presented in accordance with the rules.

5. Thus, pendency of an agreement of sale will not be a bar to deal further with the property. The petitioner can take advantage of the proposition laid down in N.Ramayee's case referred supra.

6. The proper remedy would be to file a suit, but, still the petitioner may draw inspiration from the aforementioned judgment and act accordingly. Filing a Writ Petition is not the answer.

7. Accordingly, this Writ Petition is dismissed. There shall be no order as to costs.

Sd/-

Assistant Registrar(Crl side)

// True Copy //

/ /2022

Sub Assistant Registrar(CS)

Lm

Note : In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate/litigant concerned.

To

1.The District Registrar,
District Registration Office,
Cantonment,
Trichy,
Trichy District.



2.The Sub-Registrar,
Sub-Registration Office,
Manapparai,
Trichy District.

+1 CC to M/s.SPL.GP (SR-4234[F] dated 04/02/2022)

W.P. (MD) .No.2163 of 2022
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sb (CO)
TR(10.02.2022) 3P 4C