



W.P(MD)No.44 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 14.06.2023

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THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

W.P(MD)No.44 of 2023

S.Chidambaram

... Petitioner

Vs.

1.The Sub Registrar (As District Registrar)
Office of the Sub Registrar,
Thallakulam,
Madurai,
Madurai District.

2.The Area Manager,
LIC Housing Finance Limited,
No..., 2nd Floor, A.R.Plaza,
North Veli Street,
Madurai-625 001.

... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus, to call for the records relating to the refusal order passed by the respondent in Refusal No.RFL/Thallakulam/4/2022 dated 28.09.2022 and to quash the same and direct the 2nd respondent to register the gift settlement deed executed by the petitioner in favour of his son on 28.09.2022 presented by him without insisting production of original title documents within the time stipulated by this Court.



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For Petitioner : Mr.N.S.Karthikeyan

For R1 : Mr.Veera Kathiravan
Additional Advocate General,
assisted by Mr.C.Satheesh,
Government Advocate

For R2 : Mr.Veerapandian

ORDER

This writ petition has been filed in the nature of certiorarified mandamus seeking interference with the refusal of cheque slips issued by the first respondent, Refusal No.RFL/Thallakulam/4/2022, dated 28.09.2022 and to direct the second respondent to register the gift settlement deed executed by the petitioner in favour of his son, on 28.09.2022.

2.The petitioner herein is the absolute owner of the property in R.S.No. 11/5 present T.S.No.76 in Deputy Collector Colony, Managiri, first Bit Village, Madurai North Taluk, Madurai, measuring about 2614 Sq.Ft. The said document had been deposited as a collateral security for housing loan obtained by the son of the petitioner from the second respondent, LIC Housing Finance Limited. The petitioner now wants to execute a settlement deed in favour of his son, by which, his son would become the absolute owner of the property. It would also mean that the LIC Housing Finance Limited shall have a better hold, in case there is a default and repayment of the loan. Even in the settlement



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deed, there is a specific clause that the son should discharge the loan without default.

3.The learned counsel appearing for the second respondent claims that there is a knowledge of the second respondent about this particular settlement deed.

4.In view of that fact, a direction is given to the first respondent to register the settlement deed, if it is otherwise in order relating to the stamp duty and registration charges.

5.The learned Additional Advocate General, who had appeared on behalf of the first respondent, however, pointed out that consequent to the direction issued by the Division Bench of this Court, dated 30.04.2021 in W.A.No.1989 of 2019, *Ammasi Kutti and another-vs- S.Manoharan and others*, Section 55A had been introduced in Registration Act, 1908.

6. However, that very provision had come under consideration of a learned Single Judge of this Court, who had struck down. The learned Additional Advocate General states that an appeal had been filed and the same is pending.



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7.Be that as it may, leaving that issue open, a direction is given to the first respondent to register the document presented, within a period of two weeks from the date of its presentation, through proper procedure.

14.06.2023

NCC : Yes / No

Index : Yes / No

Internet : Yes/ No

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To

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C.V.KARTHIKEYAN, J.

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