



W.P(MD)No.18214 of 2015

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 21.07.2023

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P(MD)No.18214 of 2015

and

M.P.(MD)No.1 of 2015

V.Sanjeevi

... Petitioner

Vs.

**1.The Inspector General of Registration,
O/o. Inspector General of Registration,
No.120, Santhome High Road,
Chennai.**

**2.The District Registrar (Administration)
District Registration Office,
Karur.**

**3.The Sub Registrar,
Joint No.II, Sub Registration Office,
Karur.**

... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorari, to call for the records in pursuant to the show cause notice issued by the 2nd respondent in his proceedings in Memorandum No.2111/AA1/2015 dated 25.09.2015 and quash the same.



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For Petitioner : Mr.M.Mithun

For Respondents : Mr.N.Satheesh Kumar
Additional Government Pleader

ORDER

Heard the learned counsel on either side.

2. The petitioner is carrying of his avocation as a licensed document writer. By the impugned memorandum, he had been called upon to offer his explanation as to why his license should not be cancelled. According to the second respondent, the petitioner had drafted the document bearing No.996/2013 and Document No. 1076/2013 registered on the file of the third respondent. After conduction spot inspection, the registering authority discovered that though the schedule of property of Document No.996 of 2013 was shown as vacant land, a building was actually standing thereon and that it has been suppressed and as a result, substantial revenue loss was caused to the Government on account of the payment of deficit stamp duty. A similar loss had occurred to the Government on account of registration of Document No.1076/2013. The stand of the second respondent is that the petitioner had *prima facie* breached the terms of the license conditions.

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3. The learned Additional Government Pleader apart from reiterating the stand set out in the impugned memorandum and the counter affidavit would also add that the writ petition has to be dismissed because the petitioner has come to the Court at the notice stage itself. According to him, the petitioner can very well offer his explanation and that there is no need for the writ court to interfere at this stage. He pressed for dismissal of the writ petition.

4. I carefully considered the rival contentions and went through the materials on record.

5. The Government of Tamil Nadu had issued Tamil Nadu Document Writers' Licence Rule 1982. Rule 21(g) states that the licensee should abide by the terms and conditions set out therein. Rule 21(g) is as follows:-

21. Conditions for issue of Document Writer's License:

(g)He shall set forth fully and truly the consideration or the value and all other facts and circumstances affecting the chargeability of any instrument with duty or the amount of duty with which it is chargeable.



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6. The question is whether the document writer can be made liable if the true value affecting the chargeability of the instrument is not set forth in the document drafted by the document writer. If the rule is plainly read and applied, the impugned notice will have to be sustained. But the consequence can be quite calamitous for any document writer. The document writer merely reduces into writing the terms of the understanding arrived at between the parties. He cannot be expected to undertake spot visits. The condition if literally applied can operate oppressively, and unreasonably. A learned Judge of this Court vide order dated 11.02.2004 in W.P.No.3205 of 2002 (C.S.Nagarajan Vs. State of Tamil Nadu) had held as follows:-

“ 5.3.4. Similarly, a reading of condition (g) contemplates that the petitioner shall set forth fully and truly the consideration or the value of the property and all other facts and circumstances affecting the chargeability of any instrument with duty or the amount of duty with which it was chargeable. The condition that the licensee shall set forth the consideration or the value fully and truly would only indicate the consideration or the value that were agreed to between the parties to the document. The petitioner is only a document writer, who is obliged to write only what is agreed between the parties. The terms of the agreement for sale dated 9.6.1993 are relaxable by the parties to the sale, which cannot, in my considered opinion, be put against the



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document writer, to lead to the conclusion that the petitioner colluded with the parties, as the transaction relating to any conveyance thereon are purely binding the parties to such transaction. The petitioner in his explanation dated 23.12.1997 to the show cause notice dated 23.10.1997 submitted that the agreement for sale dated 9.6.1993 was not even registered. That apart, there is no provision under the Rules and conditions that the Document writer shall have a copy of the documents, and therefore, he had no occasion to keep track of the valuation and consideration mentioned therein for future transactions particularly when it was not brought to his notice at the time of writing the sale deed dated 7.10.1993 by the parties to the sale deed.”

7. Applying the aforesaid ratio, I hold that the impugned notice is liable to be set aside. It is true that the writ court would be loathe to interfere at the show cause notice stage. But where it is shown that the very issuance of notice is without jurisdiction or it suffers from the vice of predetermination, the Court can very well interfere in exercise of jurisdiction under Article 226 of the Constitution of India. In the light of the aforesaid decision, I hold that the very issuance of notice is without jurisdiction. The impugned notice is quashed.

8. The writ petition is allowed. No costs. Consequently, connected miscellaneous petition is closed.



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NCC : Yes/No
Index : Yes / No
Internet : Yes/ No
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G.R.SWAMINATHAN, J.

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