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W.P.No.10992 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.06.2024

CORAM:

THE HONOURABLE MR. JUSTICE J.SATHYA NARAYANA PRASAD

W.P.No.10992 of 2019

M.Mohamed Zuhair

...Petitioner

-Vs-

1.The Sub-Registrar,
Sub-Registrar's Office,
Maduranthagam,
Chengalpet Taluk,
Chengalpet District.

2.The Inspector General of Registration,
Department of Registration,
Santhome High Road,
R.A.Puram,
Chennai – 600 028.

3.Mrs.Nishat Salam

...Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, praying for the issuance of a direction in the nature of Writ of Certiorarified Mandamus, directing the respondents 1 and 2 herein to consider the representation of the petitioner dated 21.03.2019 under the relevant provisions of Section 25(1) and (2) of the Registration Act of 1908 and pass such further orders.

For Petitioner : Mr.T.T.Ravichandran



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For R1 & R2 : Mr.P.Anandakumar
Government Advocate

For R3 : Mr.R.Chandrasudan

ORDER

This writ petition is filed for issuance of a Writ of Certiorarified Mandamus, directing respondents 1 and 2 herein to consider the representation of the petitioner dated 21.03.2019 under the relevant provisions of Section 25(1) and (2) of the Registration Act of 1908.

2. The facts of the case in a nutshell:-

2.1 The petitioner states that he entered into sale negotiations with the 3rd respondent herein to purchase properties situated in survey No.83/2, Sathamai Village and survey Nos. 194/1A and 194/1 Melavalam Village, both situated at Maduranthagam Taluk, Kancheepuram District. After Negotiations, the sale agreement was concluded on 16-12-2018 and thereafter on 17-12- 2018, the agreement was reduced to writing. As per the terms of the agreement, the 3rd respondent was paid Rs. 10,00,000/- as advance and the balance consideration of Rs.3,55,00,000/- was to be paid on the date of the completion of the sale transaction on 31-01-2019. Since the sale was to be completed within a short span of time, the sale agreement was not registered.

There is a specific clause in the agreement to that effect that the 3rd



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respondent will obtain reclassification of the lands from Nanjai to Punjai before the appropriate authority before the completion of sale. The 3rd respondent is a resident of Andaman and Nicobar Islands at Port Blair and her husband has interests at Chennai.

2.2 The 3rd respondent represented that the properties belong to one M.Subramaniam by means of three sale deeds dated 07-08-2006. The said M.Subramaniam had also produced a document to the 3rd respondent showing that his sister had relinquished their right over the property. The 3rd respondent also showed the patta standing in her name and the petitioner's father and the petitioner visited the property to satisfy that the 3rd respondent is in possession of the property. Thereafter it was revealed by a common friend one Kamal Assan, that one Chandra has filed a suit before the Principle District Judge at Chengalpet seeking for Partition separate possession of her 1/5th share of the properties belonging to her father and the 3rd respondent herein is the defendant in the above suit.

2.3 The petitioner came to know that the 3rd respondent through a letter dated 24-01-2019 repudiated the sale agreement though she was supposed to obtain reclassification of land on or before 31-12-2019. The



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petitioner herein gave a suitable legal reply on 28-01-2019 and was further ready and willing to perform his part of the contract. There was a further legal notice sent by the 3rd respondent through her lawyer on 01-02-2019. The petitioner's father along with one Mr.Kamal Assan went to Port Blair on 09-03-2019 to convince the 3rd respondent to complete the sale transaction and requested for the registration of the sale agreement. Since the 3rd respondent was evasive, the petitioner was constrained to file a Civil Suit before this Court seeking for specific performance of the agreement dated 17-12-2018 along with two applications seeking leave to sue the 3rd respondent along with another application under Order 2 Rule 2 of CPC. The said applications are still pending.

2.4 In the mean while the petitioner will have to comply with the statutory requirement of registering of the sale agreement as per the amendment made by the Tamil Nadu, Government to Section 17 of the Registration Act of 1908 and therefore requested the 1st respondent to register the said sale agreement. Since there was no response, the petitioner was constrained to sent a representation to respondents 1 and 2 seeking for the registration of the sale agreement dated 17-12-2018 and condone the delay as per the provisions of section 25(1) and (2) of the Registration Act of 1908



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where in a non testamentary instrument can be presented for execution registration within four months from the date of the instrument. The petitioner states that the time limit prescribed expires on 19-04-2019 and since there is no response from respondents 1 and 2 herein, the present writ petition is filed.

3. Learned counsel for the petitioner submitted that the petitioner herein has filed the suit in O.S.No.437 of 2009 on the file of the learned District Judge, Chengalpet, and the prayer reads as follows:

“a. Directing the defendant to specifically perform the terms of the sale agreement dated 17.12.2018 and thereby to execute a sale agreement dated 17.12.2018 and thereby to execute a sale deed in favour of the Plaintiff in respect of the properties comprised in the Agreement as stated above after receiving the balance sale consideration and on the failure of the defendant to do so that this Hon'ble Court may be pleased to execute the sale deed in favour of the Plaintiff by due process of this Court.

b. In the alternative direct the defendant to repay a sum of Rs.10 lakhs with interest at the rate of 24%per annum from 17.12.2018 to till the date of realisation.

c. Declaring the sale deed dated 24/04/2019 registered as Doc.No.1350/2019 on the file of SRO-Maduranthakam, executed by 1st defendant in favour of 2nd defendant as null and void and not binding upon the



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Plaintiff.

d. Declaring the sale deed dated 24/04/2019 registered as Doc.No.1364/2019 on the file of SRO-Maduranthakam, executed by 1st defendant in favour of 2nd defendant as null and void and not binding upon the Plaintiff.

e. For the cost of the suit”

4. A counter affidavit was filed on behalf of the first respondent dated 12.03.2020.

5. It is submitted by the learned counsel on either side that the suit is in the trial stage. Learned counsels also submitted that this Court may direct the learned District Judge, Chengalpet, to dispose of the suit within the time frame.

6. Heard both sides and perused the materials available on record.

7. This Court is inclined to accept the above submissions made by the learned counsel on either side and directs the learned District Judge, Chengalpet, to dispose of the suit as expeditiously as possible preferably within a period of six months from the date of receipt of a



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copy of the order.

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In the result, the **writ petition stands disposed of with the above observation and direction.** No costs.

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cda

Index : Yes/No

Speaking / Non-Speaking Order

To

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