



W.P.No.20524 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED : 25..06..2024

Coram

THE HON'BLE MR JUSTICE N.SATHISH KUMAR

Writ Petition No.20524 of 2021

J.Niraja Jayabal

..... Petitioner

-Versus-

1.The Inspector General of Registration,
Santhome High Road,
Mylapore, Chennai – 4.

2.The District Registrar,
Dharmapuri District,
Dharmapuri.

3.The Sub Registrar,
Palacode Sub Registrar Office,
Palacode.

4.Sureshbabu

5.Nagarathinam

6.Vijayalakshmi

7.Ravichandran

8.Kannagi

9.P.K.Asokan

..... Respondents

Petition filed under Article 226 of The Constitution of India, praying to



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issue a Writ of Mandamus directing the respondents 1 to 3 to consider the petitioner's representation dated 12.07.2021 by cancelling the sale agreement dated 19.11.2008 registered as Document No.3090 of 2008 before the 3rd respondent which was reflecting in the Encumbrance Certificate within a reasonable time that may be fixed by this Court.

*For Petitioner(s) : Mr.T.Starlin Gnanadhas
No appearance*

*For Respondent (s) : Mr.Yogesh Kannadasan,
Special Government Pleader
for R1 to R3
Mr.C.Prabhakaran for R4
No appearance for R5 to R9*

ORDER

This writ petition has been filed seeking writ in the nature of mandamus directing the respondents 1 to 3 to consider the petitioner's representation dated 12.07.2021 by cancelling the sale agreement dated 19.11.2008 registered as Document No.3090 of 2008 before the 3rd respondent which was reflecting in the Encumbrance Certificate within a reasonable time that may be fixed by this Court.

2. It is the case of the petitioner that she is the absolute owner of a piece of land measuring 2750 square feet in S.No.916/2, New Survey No.916/2B19,



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Ward No.5 of Theerthagiri Nagar, Palacode Village and Taluk, Dharmapuri

District having purchased the same from the respondents 5 to 7 through their power agent by way of sale deed dated 24.02.2010 registered as Doc.No.601 of 2010 on the file of the 3rd respondent. She has been in absolute possession and enjoyment of the subject property ever since the date of purchase.

3. The subject property and other properties were allotted to Natarajan, the husband of the 5th respondent and father of the respondents 6 and 7 through a compromise decree dated 16.04.1992 entered into between Natarajan and others in a suit for partition in O.S.No.64 of 1992 on the file of the District Munsif, Dharmapuri.

4. While so the petitioner decided to sell the subject property for a competitive market price and appointed M.Saravanan as her power agent to sell the property. At that time, it was found that there was an entry reflected in the encumbrance certificate regarding agreement of sale entered into between respondents 4 and 9 in respect of the subject property on 19.11.2008 registered as Doc.No.3090 of 2008 on the file of the 3rd respondent. The petitioner further understood that the 9th respondent has filed suit in O.S.No.97 of 2010 on the file of the District Munsif, Palacode for permanent injunction restraining the respondents 4 to 8 and the petitioner from in any way interfering with the



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peaceful possession and enjoyment of the subject property. The said suit was, however, subsequently dismissed for default. Thereafter, no application for restoration of the suit was filed. In view of the encumbrance regarding sale agreement, the petitioner could not sell the subject property to prospective purchaser. Therefore, the petitioner made a representation on 12.07.2021 to the respondents requesting to cancel the entry regarding agreement of sale. The grievance of the petitioner is that the respondents have not yet considered her representation. Hence, this writ petition.

5. As far as entry in respect of agreement of sale in the encumbrance register is concerned, the same cannot be cancelled. Mere reflection of entry in the encumbrance register regarding an agreement to sell any immovable property although it was registered one, until and unless it is enforced as per the law, such an agreement will not be a bar for subsequent transactions by the owner of the immovable property as such agreement of sale will not create any right or interests in the property in favour of the agreement holder. Further, there is no provision to remove the encumbrance entry from the register maintained by the office of the sub registrar. Therefore, this court does not find any merit in the writ petition and the same is liable only to be dismissed.

In the result, the writ petition is dismissed however, with the above observations. No costs.



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Index : yes / no

Neutral Citation : yes / no

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