



W.P.No.30536 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 19.07.2024

CORAM :

THE HONOURABLE MR.JUSTICE J.SATHYA NARAYANA PRASAD

W.P.No.30536 of 2019

and

W.M.P.Nos.30582 and 30586 of 2019

B.Sureshbabu

... Petitioner

Vs.

1.The Sub Registrar,
Thiruvottiyur,
Chennai – 600 019.

2.Rengasamy,
The Inspector of Police,
M-8, Sathangadu Police Station,
Sathangadu, Thiruvottiyur,
Chennai – 600 019.

3.B.Karpagambal

4.B.Prakash

5.Premalatha

... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, for issuance of a Writ of Certiorarified Mandamus, to call for the records pertaining to the unilaterally executed the Cancellation Deed in Document No.172/2019 dated 10.01.2019 and to quash the same and consequently direct the first respondent to remove the unilateral cancellation of Settlement Deed executed by the third respondent in Document No.172/2019 dated 10.01.2019 of the land and building viz., Old Door No.6, New No.48/3, 4th Cross Street, Raja



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Shanmugam Nagar, Thiruvottiyur, Chennai – 600 019, within the limits of previously Thiruvottiyur Municipality and now the Corporation of Chennai, New Zone-01, Division No.006, Bill No.02542, Sub No.000, Revenue Block No.12, comprised in Old Survey No.454/1 & 2 Part, T.S.No.55/24, measuring to an extent of 681 sq.ft., out of 1200 sq.ft., (Building extent on the Eastern Side 567 sq.ft., and the passage extent of 114 sq.ft., i.e., separate passage leading from the roadside to an extent of 3 ½ feet breadth and the length to an extent of 32 ½ feet) bounded on the North – Plot No.45 Part, South – Plot No.44, East – Plot No.49 and West – remaining the petitioner's property and the separate passage leading from Street to an extent of 3 ½ feet by breadth and 32 ½ feet length belonging to the third respondent admeasuring North – 28'.2", South – 28', East – 20'.4" and West – 20' in all 567 sq.ft., and 114 sq.ft., of separate passage in all totalling 681 sq.ft., of Plot, covering Building, Drinking Water, Drainage Connection and Electricity Board Connection including Security Deposit, within the Registration District of North and Sub Registration District of Thiruvottiyur from the Encumbrance Certificate.

For Petitioner	: Mr.N.S.Ganesh for Mr.C.Ravichandran
For Respondents	:
For R1	: Mr.P.Anandakumar Government Advocate
For R2	: Notice unserved
For R3, R4 and R5	: No appearance

ORDER

This Writ Petition has been filed seeking for issuance of a certiorarified mandamus, to call for the records pertaining to the unilaterally executed the Cancellation Deed in Document No.172/2019 dated 10.01.2019 and to quash the same and consequently direct the first respondent to remove the unilateral cancellation of Settlement Deed executed by the third respondent in Document



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No.172/2019 dated 10.01.2019 of the land and building viz., Old Door No.6, New No.48/3, 4th Cross Street, Raja Shanmugam Nagar, Thiruvottiyur, Chennai – 600 019, within the limits of previously Thiruvottiyur Municipality and now the Corporation of Chennai, New Zone-01, Division No.006, Bill No.02542, Sub No.000, Revenue Block No.12, comprised in Old Survey No.454/1 & 2 Part, T.S.No.55/24, measuring to an extent of 681 sq.ft., out of 1200 sq.ft., (Building extent on the Eastern Side 567 sq.ft., and the passage extent of 114 sq.ft., i.e., separate passage leading from the roadside to an extent of 3 ½ feet breadth and the length to an extent of 32 ½ feet) bounded on the North – Plot No.45 Part, South – Plot No.44, East – Plot No.49 and West – remaining the petitioner's property and the separate passage leading from Street to an extent of 3 ½ feet by breadth and 32 ½ feet length belonging to the third respondent admeasuring North – 28'.2", South – 28', East – 20'.4" and West – 20' in all 567 sq.ft., and 114 sq.ft., of separate passage in all totalling 681 sq.ft., of Plot, covering Building, Drinking Water, Drainage Connection and Electricity Board Connection including Security Deposit, within the Registration District of North and Sub Registration District of Thiruvottiyur from the Encumbrance Certificate.

2. The brief facts of the case are as follows:-



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2.1. The petitioner's mother the third respondent herein purchased a vacant house plot bearing No.45, Old Survey No.454/1 & 2 Part, T.S.No.55/24, New Door No.48/3, 4th Cross Street, Raja Shanmugam Nagar, Thiruvottiyur, Chennai – 600 019, from one Mr.H.Sampathraj vide Doc.No.753 of 1992 dated 24.02.1992, registered in the Sub Registrar Office, Thiruvottiyur, Chennai. Since the petitioner's mother had no source to construct a house, the petitioner raised a construction of house to the extent of 567 sq.ft., by availing loan from several banks for a sum of Rs.9,65,000/-. Thereafter, the second respondent executed a Settlement Deed in favour of the petitioner on 10.08.2016, for the property measuring to an extent of 681 sq.ft., including the separate passage leading to the petitioner's house out of 1200 sq.ft., vide Doc.No.5668 of 2016, registered in the Sub Registrar Office, Thiruvottiyur, Chennai and the remaining plot was settled in favour of the petitioner's elder brother Mr.B.Prakash. In the Settlement Deed, the petitioner's mother the third respondent herein agreed that the petitioner had raised loan for construction and also retained her life estate in the said Settlement Deed. Moreover, in the Settlement Deed, the third respondent clearly wrote that she had no power either to change or cancel the Settlement Deed. While so, at the behest of the fourth and fifth respondents, on 10.01.2019, the third respondent clandestinely and unilaterally cancelled the Settlement Deed dated 10.08.2016 vide Cancellation Deed in Doc.No.172 of



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2019 registered in the Sub Registrar Office, Thiruvottiyur, Chennai the first respondent herein, and kept it secretly. On 02.10.2019, the second respondent at the behest of the third to fifth respondents, threatened the petitioner with dire consequences forced him to write down an undertaking letter stating that he would be vacated his house within three months as the third respondent cancelled the Settlement Deed.

2.2. Since the second respondent has continuously harassed and threatened the petitioner with dire consequences, the petitioner issued notice to the respondents on 04.10.2019. While so, the third respondent filed a Caveat Petition in C.O.P.No.98 of 2019 before the learned District Munsif-cum-Judicial Magistrate, Thiruvottiyur, Chennai. The second respondent caused unleashing threats to the petitioner for eviction of the premises at the behest of the third to fifth respondents. The first respondent also acted illegally, who had no authority to cancel the Settlement Deed. Hence the writ petition.

3. Learned counsel appearing for the petitioner submitted that even the subject property was purchased by the petitioner's mother the third respondent, the house was constructed only by the petitioner without the assistance of the fourth and fifth respondents. He further submitted that on request of the third



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respondent alone, the petitioner obtained loans from several banks for a sum of Rs.9,65,000/- for constructing the house and in the Settlement Deed also, the third respondent wrote that she had no power either to change or cancel the Settlement Deed. He further submitted that behind the back of the petitioner, on the instigation of the fourth and fifth respondents, the third respondent cancelled the Settlement Deed dated 10.08.2016.

4. The learned Government Advocate appearing for the first respondent fairly submitted that the unilateral cancellation of the Settlement Deed is *void ab initio* as per the judgment of the Full Bench of this Court in the case of ***Sasikala Vs. Revenue Divisional Officer-cum-Sub Collector and another in W.P.(MD).Nos.6889 of 2020 etc., batch cases dated 02.09.2022.***

5. Learned Government Advocate relied upon an order of this Court in the case of ***N.C.Jayashree Vs. The Inspector General of Registration, No.100, Santhome High Road, Pattinampakkam, Chennai – 600 028, in W.P.No.9007 of 2024 dated 03.04.2024,*** wherein this Court held as follows:

“Though the registration of the document would not fall within the ambit of Sections 22-A or 22-B of the Registration Act and 77-A of the said Act, the fact remains that the very unilateral cancellation itself is prohibited under law, in fact, a circular dated 05.10.2007 issued by



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the Registration Department was already in vogue. The said circular was issued to all by the Deputy Inspector Generals of Registration, District Registrars and Sub Registrar directing them that the deed of cancellation should bear the signature of both the vendor and purchaser. Though that relate to the sale deed, the settlement is also the transfer of the property, in present like a sale deed. When the circular in this regard require both parties signature, the Sub-Registrar at the time of entertaining the document for unilateral cancellation ought to have rejected the said document. The same is not done in this case. As rightly pointed out by the learned Special Government Pleader, the Full Bench has repeatedly held that the unilateral cancellation is void ab initio.”

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

7. In view of the above submission made by the learned counsel on either side and the ratios laid down by the Full Bench of this Court in ***Sasikala Vs. Revenue Divisional Officer-cum-Sub Collector and another made in W.P.(MD).Nos.6889 of 2020 etc., batch cases dated 02.09.2022***, which was followed by the learned Judge of this Court in ***N.C.Jayashree Vs. The Inspector General of Registration, No.100, Santhome High Road, Pattinampakkam, Chennai – 600 028 made in W.P.No.9007 of 2024 dated 03.04.2024***, this Court is of the considered view that the unilateral cancellation of the Settlement Deed dated 10.01.2019 is *void ab initio* and the same is set aside.



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8. The first respondent is directed to remove the entry in regard to unilateral cancellation of Settlement Deed by the third respondent in Doc.No.172 of 2019 dated 10.01.2019 from the Encumbrance Certificate, within a period of two weeks from the date of receipt of a copy of this order.

9. In the result, this writ petition stands allowed with the above observation and direction. No costs. Consequently, connected miscellaneous petitions are closed.

19.07.2024

Index : Yes/No
Internet : Yes/No
Speaking Order/Non-Speaking Order
Neutral Citation : Yes/No

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To

1.The Sub Registrar,
Thiruvottiyur,
Chennai – 600 019.

2.Rengasamy,
The Inspector of Police,
M-8, Sathangadu Police Station,



Sathangadu, Thiruvottiyur,
Chennai – 600 019.

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