



W.P.No.36324 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.01.2024

CORAM

THE HONOURABLE MR.JUSTICE P.VELMURUGAN

W.P.No.36324 of 2023

K.Subramani

... Petitioner

versus

The Sub-Registrar,
Thottipalayam,
Tiruppur District.

... Respondent

Writ Petition filed under Article 226 of Constitution of India, praying to issue a Writ of Certiorarified Mandamus, to call for the records of the first respondent in relates to refusal number RFL/Thottipalayam/101/2023, dated 08.11.2023 and quash the same in the light of the judgment in W.P.No.674 of 2020 dated 05.11.2020 ***[N.Ramayee Vs. Sub Registrar, Registration Department and Another]*** and direct the respondent to register the settlement deed dated 08.11.2023.

For Petitioner : Mr.J.Franklin

For Respondent : Mrs.V.Yamunadevi
Special Governance Pleader

Pg.Nos.1/6



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ORDER

Mrs.V.Yamunadevi, learned Special Government Pleader accepts notice for the respondent. By consent of both parties, the main writ petition is taken up for final disposal at the admission stage itself.

2. This writ petition has been filed to quash the impugned refusal check slip vide RFL/Thottipalayam/101/2023, dated 08.11.2023 passed by the respondent in the light of the judgment in W.P.No.674 of 2020 dated 05.11.2020 *[N.Ramayee Vs. Sub Registrar, Registration Department and Another]* and direct the respondent to register the settlement deed dated 08.11.2023.

3.The learned counsel for the petitioner submitted that the petitioner and his wife are the joint owners of the property in S.No.93/2, Nachipalayam Village, Tiruppur Therkkku Taluk, measuring an extent of 3,480 sq.ft in Site No.66 in Sri Vishnu Priya Gardens. While so, the



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petitioner entered into a sale agreement with one Saravanan on 05.01.2022 by a registered sale agreement No.90/2022 and time was fixed for execution of the sale till 20.02.2022. Since the said period got expired, the petitioner has no other option except to cancel the said sale agreement and hence, the petitioner issued notice to the said Saravanan on 05.04.2022 and the same has been returned as unclaimed. While so, the petitioner decided to settle the subject property in favour of his wife. When the settlement deed was presented for registration on 08.11.2023, the respondent refused to register the same and issued impugned refusal check slip, stating that earlier agreement was not cancelled. He further submitted that a Division Bench of this Court in **W.P.No.674 of 2020 dated 05.11.2020 [N.Ramayee Vs. Sub Registrar, Registration Department and Another]**, answered the reference stating that the Registrar has no right to refuse to register the subsequent document on the basis that agreement of sale was already registered in respect of the same property. Therefore, the respondent has no authority to refuse to register the Settlement Deed executed in favour of the petitioner's wife and hence the impugned order is to be set aside.



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

5. On a perusal of the impugned refusal check slip, it is seen that the respondent refused to register settlement deed, as the earlier sale agreement, vide Doc.No.90 of 2022 was not cancelled and without cancelling the said registered agreement, the petitioner presented the settlement deed dated 08.11.2023 for registration for the very same property.

6. There is no quarrel over the settled proposition of law laid down by the Division Bench of this Court. In the case on hand, the petitioner himself admitted that he executed a registered sale agreement in favour of one Saravanan, which has not been cancelled and still, the registered sale agreement reflects in the Encumbrance Certificate. In the affidavit, the petitioner has stated that he sent notice to the said Saravanan, however, in the settlement deed, the petitioner has not disclosed anything about the execution of the registered sale agreement and also cancellation of the same.

6. Though there is an entry regarding the registered agreement for the very same property with the respondent's office, that too, the earlier



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agreement is of the year 2022 and the presentation of the present settlement deed is 08.11.2023, and there is no disclosure regarding execution of registered sale agreement. Therefore, the petitioner has not come to this Court with clean hands.

7. In view of the above, this Writ Petition is dismissed. However, there shall be no order as to costs.

05.01.2024

Index: Yes/No
Speaking Order/Non-Speaking Order
Neutral Citation Case : Yes/No
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To
The Sub-Registrar,
Thottipalayam,
Tiruppur District.

Pg.Nos.5/6



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P.VELMURUGAN, J.

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