



W.P.No.9496 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 28.10.2025

CORAM

THE HON'BLE Mr. JUSTICE KRISHNAN RAMASAMY

W.P.No.9496 of 2025

Aum Vallivilas Jewellers Pvt Ltd,
Rep By Its Director, Latha, W/o. Balu,
Door No. 47, Imperial Road,
Cuddalore Taluk,
Cuddalore District -607002.

... Petitioner

Vs.

1. The District Registrar,
District Register Office,
Cuddalore District.

2. The Joint Sub Registrar No-II,
Cuddalore, Cuddalore District.

3. G.Lakshmi Narayanan

4. M.Ramesh

5. Anitha

... Respondents

Prayer:

Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorari, Call for the entire records relating to impugned refusal check slip in RFL/Cuddalore Joint II/10/2025 dated 12.02.2025 on the file of the 2nd Respondent quash the same



W.P.No.9496 of 2025

consequently directing the respondents 1 and 2 to conduct enquiry and register the document under the process of compulsory registration and complete the same within a stipulated period of time as fixed by this Honble Court

For Petitioner : Mr.R.Ezhilarasan

For Respondent : Mr.Abishek Murthy, GA for R1 & 2
Mr.S.Singaravelan, Sr.counsel,
for Mr.K.Arumugam, for R3
Mr.S.Mukunth,
for M/s.Sarvabhauman Associates
for R4 & 5

ORDER

This writ petition has been filed challenging the refusal check slip dated 12.02.2025 issued by the 2nd respondent.

2. The learned counsel for the petitioner would submit that the subject property originally belongs to the 3rd respondent and the same was leased out to the petitioner, for a period of 5 years, by way of lease deed dated 16.10.2024 by receiving a sum of Rs.2,25,00,000/- as a deposit. Subsequently, the petitioner took possession of the property and started a jewellery business in the name and style of “Aum Vallivilas”.



W.P.No.9496 of 2025

Under these circumstances, the petitioner received a legal notice dated 05.05.2025 from the respondents 4 & 5 by stating that the 4th respondent had purchased the subject property. Hence, the petitioner sent a legal notice dated 07.02.2025 to the 3rd respondent, requesting him to register the aforesaid lease deed. However, he had not come forward to register the lease deed.

3. Further, he would submit that without any other option, the petitioner had presented the lease deed before the 2nd respondent on 12.02.2025 for compulsory registration. However, the 2nd respondent had refused to register the said document vide impugned refusal check slip dated 12.02.2025. Hence, this writ petition.

4. In reply, the learned counsel for the 3rd respondent had strongly refuted the submissions made by the petitioner and would submit that the 3rd respondent, being the owner, had entered into the usufructuary mortgage with the petitioner on 16.08.2024. Thereafter, the sale of property was made with a Memorandum of Understanding that the



W.P.No.9496 of 2025

amount paid by the petitioner shall be adjusted towards the sale consideration and the purchaser also undertook to repay the same to the petitioner at the time of vacating the subject property. Under these circumstances, without any authority, the petitioner had presented the lease deed for compulsory registration and the same was rightly rejected by the 2nd respondent vide impugned refusal check slip. Hence, he prays for dismissal of this petition.

5. Heard the learned counsel for the petitioner and the learned counsel for the respondents and also perused the materials available on record.

6. In the case on hand, according to the petitioner, initially, the lease deed dated 16.08.2024 was entered between the petitioner and the 3rd respondent-owner of the subject property. Subsequently, a sum of Rs.2,25,00,000/- was paid by the petitioner to the 3rd respondent as a deposit.



W.P.No.9496 of 2025

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7. Thereafter, the petitioner took possession of the subject property and started a jewellery business therein in the name of “Aum Vallivilas” Under these circumstances, a legal notice was issued by the respondents 4 & 5 by stating that they had purchased the subject property from the 3rd respondent. Upon receipt of the said legal notice, the petitioner sent a notice dated 07.02.2025 to the 3rd respondent, requesting him to come forward to register the said lease deed, however, the 3rd respondent had failed to appear for the purpose of registration of the lease deed. Therefore, without any other option, the petitioner had presented the lease deed before the 2nd respondent for the purpose of compulsory registration on 12.02.2025. However, the same was rejected by the 2nd respondent vide the impugned check slip dated 12.02.2025.

8. On the other hand, according to the 3rd respondent, the deed entered between the 3rd respondent and the petitioner is not a lease deed but only an usufructuary mortgage deed. That apart, the sale of property was made with a Memorandum of Understanding that the amount paid



W.P.No.9496 of 2025

by the petitioner shall be adjusted towards the sale consideration and the purchaser also undertook to repay the same to the petitioner at the time of vacating the subject property. However, without any authority, the petitioner had presented the lease deed before the 2nd respondent.

9. Considering the above submissions, this Court is of the view that the aspect as to whether it is “lease deed” or “usufructuary mortgage deed” can be decided by the appropriate forum and it is up to the parties to agitate on the aforesaid aspect in the manner known to law.

10. As far as the registration is concerned, now the deed dated 16.08.2024 was presented before the 2nd respondent for the purpose of compulsory registration. When such being the case, the 2nd respondent is supposed to have followed the procedure applicable for compulsory registration, which means, the 2nd respondent should have issued notice to the parties concerned and after conducting enquiry, he is supposed to arrive at a decision on merits and in accordance with law. However, without doing so, the impugned refusal check slip came to be issued by



W.P.No.9496 of 2025

the 2nd respondent by rejecting the registration of the document, which is not proper.

11. In view of the above, the impugned refusal check slip dated 12.02.2025 is set aside. Upon re-presentation of petitioner's document, the respondent is directed to issue notice to the concerned parties and conduct enquiry and thereafter, decide with regard to the registration of the said document.

12. With the above direction, this writ petition is disposed of. No cost.

28.10.2025

Speaking/Non-speaking order

Index : Yes / No

Neutral Citation : Yes / No

nsa

To

1. The District Registrar,
District Register Office,
Cuddalore District.

2. The Joint Sub Registrar No-II,
Cuddalore, Cuddalore District.

7/8



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W.P.No.9496 of 2025

KRISHNAN RAMASAMY.J.,

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W.P.No.9496 of 2025

28.10.2025