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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02-04-2025

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

**WP No. 10522 of 2025
and WMP No. 11841 of 2025**

T.Selvi

Petitioner(s)

Vs

1. The Sub Registrar Alandur
No.15/17, Military Quarters, Alandur,
Chennai- 600 016.

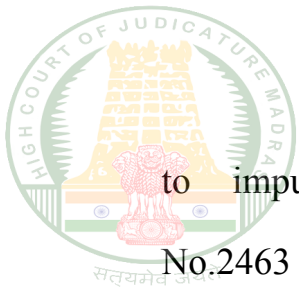
2.The District Registrar (Admin) /
Assistant I.G. Of Registration Cadre,
South Chennai, Fanepet, Nandanam,
Chennai- 600 035.

3.The Inspector General Of Registration
No.100, Santhome High Road,
Chennai- 600 028.

4.D.Senthilkumar

Respondent(s)

PRAYER Writ Petition filed under Article 226 of the Constitution of India for
issuance of a Writ of Certiorarified Mandamus, calling for the records relating



to impugned sale agreement dated 14.09.2004, registered as document No.2463 of 2004 on the file of the 1st respondent, quash the same as illegal and against law and consequently direct the 1st respondent to remove the encumbrance certificate entry of the sale agreement dated 14.09.2004, registered as document No.2463 of 2004 on the file of the 1st respondent pertaining to the petitioner's property situated old No.11 and 12, New No. 23, Vembuliamman Koil street, Alandur, Chennai- 600 016, Alandur Taluk, Chennai District, Comprised in R.S.No.33/27, T.S.No.75, Block No.8, Ward No.H, admeasuring 2250 Sq.ft.

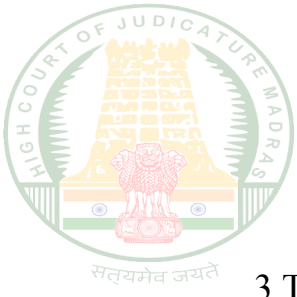
For Petitioner(s): Mr.R.Sankaranarayanan,
Senior Counsel for
Ms.S.Sasikala

For Respondent(s): Mr.K.Karthick Jagannath,
Government Advocate

ORDER

This writ petition has been filed challenging the Sale Agreement dated 14.09.2004 registered as Document No.2463 of 2004.

2.Heard Mr.R.Sankaranarayanan, learned Senior Counsel appearing on behalf of the petitioner and Mr.K.Karthick Jagannath, learned Government Advocate appearing on behalf of respondents 1 to 3.



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3. The case of the petitioner is that he is the absolute owner of the subject property by virtue of a registered Settlement Deed dated 24.02.2012 registered as Document No.577 of 2012. The Settlement Deed was executed in favour of the petitioner by her husband who had purchased this property through a registered Sale Deed dated 27.08.2010 registered as Document No.2652 of 2010. The grievance of the petitioner is that the 4th respondent who has absolutely no right over the property seems to have entered into an agreement of sale in the year 2004 and the said Sale Agreement was also registered on the file of the 1st respondent as Document No.2463 of 2004. It is under these circumstances, the petitioner has approached this Court and has sought for the cancellation of the Sale agreement.

4. In the considered view of this Court, it is not necessary to cancel the Sale Agreement of the year 2004 at this length of time. The mere execution of a Sale Agreement does not in any way stop the actual owner of the property from dealing with the property. The law on this issue was discussed in detail in



N.Ramayee vs. Sub Registrar, Registration Department and Another reported

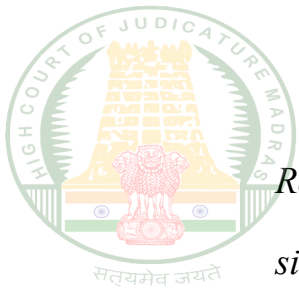
in **2020 6 CTC 697** and the relevant portions are extracted hereunder:

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46. Accordingly, we answer the reference as follows:

If an agreement for sale is registered in respect of immovable property, the same will not be a bar for the owner of the property to effect subsequent transfers in respect of the same property. The Registrar has no right to refuse to register the document, except the documents relating to immovable properties mentioned in Section 22-A of the Tamil Nadu Act and as contemplated under Rule 162 of the Registration Rules.

47. It is also brought to our notice about the new circular in No. 24011/C1/2020 dated 08.10.2020. It is the contention of the learned Additional Advocate General that the Registrar has power to regulate the registration in order to prevent fraud and hence, the Registrar is having powers under the Registration Act to regulate the registration and the right to refuse the document and that such power is available under Section 71 of the



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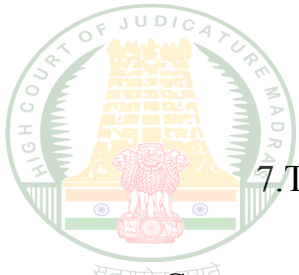
Registration Act. Such contention is not acceptable for the simple reason that the circular bars transfer of property on the ground that when a lease is already executed in respect of the property, without expiry of the lease, transfer cannot be permitted or without consent of lessee no registration is permissible. Further, insisting a no objection from mortgagee before registration is also against the very substantive provision of law. If any property is sold with existing mortgage, the transferee steps into the shoes of mortgagor. He has the right to redeem the property by paying the mortgage money. Therefore in the name of regulating the registration, any circular which is in the nature of violating the substantive provision of law, which deals with the transfer of property, then such circular cannot stand in the eye of law. If the contention of learned Advocate General that without seeking declaration and cancellation of the agreement of sale, subsequent agreement or transaction cannot be registered, is accepted then such restriction, in fact, infringes the very Constitutional right of the citizen provided under Article 300 A of the Constitution.

5. The apprehension of the petitioner is that she now wants to develop the property and when the documents are presented for registration in this process,



the Registration Department may refuse to entertain the document by citing the Sale Agreement of the year 2004.

6.It is not necessary for the petitioner to entertain such an apprehension since the mere registration of a Sale Agreement in the year 2004 will not come in the way of the petitioner from dealing with the property. Even otherwise, an agreement of the year 2004 will not translate itself into a subsisting right at this length of time and the said agreement has already become stale. Therefore, there will be absolutely no bar for the petitioner to execute any document and present the same before the 1st respondent. The 1st respondent should not put against the petitioner and persons claiming under the petitioner, Sale Agreement dated 14.09.2004 which was registered as Document No.2463 of 2004. For all purposes, this document does not carry any force as on today. This clarification will sufficiently take care of the interest of the petitioner in the subject property.



7. This writ petition is disposed of in the above terms. No Costs.

Consequently, connected miscellaneous petition is closed.

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02-04-2025

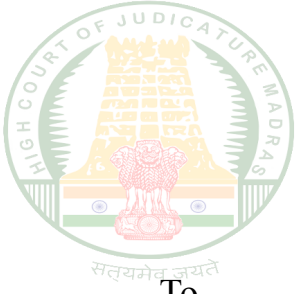
Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

ssr



To
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9/9

WP No. 10522 of 2



N.ANAND VENKATESH J.

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