



W.P.No. 25259 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 17.09.2025

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THE HONOURABLE MR.JUSTICE G.K.ILANTHIRAIYAN

W.P No. 25259 of 2019

and

WMP.Nos. 24833 and 24834 of 2019

K.U.P. Reality Developers (P) Ltd
rep by its director P.Sudevan
S/o. Mr. K.U. Vasudevan,
No.220, Baba Nagar, 1st Cross Street,
Villivakkam, Chennai-600049.

..Petitioner

Vs

1. The Sub Registrar
Office of the Sub Registrar,
Kaveripakkam,
Vellore.
2.Kothandan
3.S.Ilamani

..Respondents

Writ Petition is filed under Article 226 of Constitution of India, praying for issuance of a Writ of Certiorarified mandamus, calling for the records in connection with Document No. 263 of 2012 of Book -1, dated 11.01.2012 on the file of the 1st respondent and quash the same as illegal and improper, and to consequently direct the 1st respondent herein to remove the encumbrance from his records and pass such further or other orders.



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For Petitioner : Mr.A.R.Sakthivel

For Respondents : Mr. Abishek Murthy, GA – R1

No appearance – R2 & R3

ORDER

Writ petition has been filed challenging the unilateral cancellation of settlement deed registered vide Document No. 263/2012 on the file of the 1st respondent.

2. The petitioner-company had purchased a parcel of land comprised in Survey No.122/4, situated at No.118, Pallur Village, Arakkonam Taluk, Vellore District, measuring an extent of 2.00 acres. Originally, the said land was owned by the 3rd respondent, who had purchased it from one Kannian and two others through a registered sale deed bearing Document No.318 of 1990, dated 20.06.1990. Subsequently, the 3rd respondent sold the said property to the 2nd respondent through a registered sale deed vide Document No.4360 of 2007, dated 01.08.2007. Thereafter, the 2nd respondent sold the property to the petitioner-company under a registered sale deed bearing Document No.3872 of 2011, dated 10.05.2011.

3. Upon acquiring title, the petitioner-company formed a layout on the



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said land and sold several plots to third parties. However, the 3rd respondent had unilaterally executed a cancellation deed, purporting to revoke the registered sale deed in Document No.4360 of 2007, without any notice to the petitioner-company through a document registered as Document No.263 of 2012 dated 11.01.2012. Challenging the same, the present writ petition has been filed.

4. The learned counsel for the petitioner submitted that the cancellation deed executed by the 3rd respondent is ex facie illegal and void. It is contended that the 3rd respondent, in collusion with the 2nd respondent, executed the cancellation deed unilaterally without issuing any notice to the petitioner-company, who is a subsequent bonafide purchaser for valuable consideration.

5. It is further submitted that once the property had been validly transferred to the 2nd respondent under a registered sale deed, the 3rd respondent ceased to have any right, title, or interest in the said property. Therefore, the 3rd respondent could not have unilaterally cancelled the said sale deed, particularly after the land was further transferred to the petitioner. Such unilateral cancellation, is not legally sustainable and is liable to be set aside.



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7. In this context, it is pertinent to rely upon the decision of the Hon'ble Bench of this Court in the case of ***Sasikala Vs. Revenue Divisional Officer & Another in W..P.(MD)No. 6869 of 2020 and etc., batch dated 02.09.2022 ([2022] SCC Online Mad 4343)***, wherein, the Hon'ble Full Bench in paragraph 58, held as follows;

“58. It can also not be overlooked or ignored that a unilateral cancellation of a sale deed by registered instrument at the instance of the vendor only encourages fraud and is against public policy. But there are circumstances where a deed of cancellation presented by both the vendor and the purchaser for registration has to be accepted by the Registrar if other mandatory requirements are complied with. Hence, the vendor by the unilateral execution of the cancellation deed cannot annul a registered document duly executed by him as such an act of the vendor is opposed to public policy. “

8. The Hon'bl Full Bench, in the decision cited supra, clearly held that the Registering Authority lacks the power to adjudicate title disputes and cannot register unilateral cancellation of registered deeds, especially settlement and gift deeds, which are void ab initio without mutual consent or conditions for revocation under the Transfer of Property Act, 1882.

9. In view of the above decision of the Hon'ble Full Bench, the document



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executed by the 3rd respondent in document no. 263 of 2012 dated 11.01.2012

unilaterally cancelling the document registered in favour of the 2nd respondent in document no.4630 of 2007 dated 01.08.2007 is legally unsustainable and hereby set aside.

10. Accordingly, the writ petition is **allowed**. Consequently, connected Miscellaneous petitions are closed. No costs. The 1st respondent is directed to remove the encumbrances in respect of the documents registered in document no.263 of 2012 dated 11.01.2012.

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Index : Yes/No

Internet : Yes/No

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To

The Sub Registrar

Office of the Sub Registrar,

Kaveripakkam, Vellore.



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G.K.ILANTHIRAIYAN, J.

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