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W.A.No.2065 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	30.07.2025
Pronounced on	16.09.2025

C O R A M

THE HONOURABLE MRS.JUSTICE J.NISHA BANU
AND
THE HONOURABLE MR.JUSTICE M.JOTHIRAMAN

W.A.No.2065 of 2025

V.K.Sakthi Kumar

... Appellant/Petitioner

-VS-

1. The State of Tamil Nadu,
Rep. by its Secretary,
Law (Administration) Department,
Fort St.George, Chennai-600 009.

2. A.K.Devendran ... Respondents/Respondents
Prayer: Writ Appeal is filed under Clause 15 of the Letters Patent, seeking
to set aside the order made in W.P.No.16598 of 2023 dated 26.02.2025 and
allow the Writ Appeal.

For Appellant : Mr.Murali Kumaran
Senior Counsel
For Mr.L.Chandrakumar

For R1 : Mr.M.Venkateswaran
Spl. Govt. Pleader
For R2 : Mr.A.K.Devendran
Party-in-Person

J U D G M E N T



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(By J.Nisha Banu,J.)

A challenge in this Writ Appeal is to the order dated 26.02.2025 passed in W.P.No.16598 of 2023, by which, the Writ Petition challenging the non-renewal of the certificate of practice of the Writ Petitioner as Notary was dismissed.

2. It is the case of the Writ Petitioner, who is the appellant herein that he is a Practicing Advocate, enrolled in the Bar Council as early as in 1985 and he was also appointed as Notary Public in 1997 that was renewed periodically until it expired on 02.01.2023. While so, a complaint was lodged by the 2nd respondent herein, alleging that the appellant had attested unfilled bond papers to facilitate a housing loan from L&T Housing Finance. After enquiry, the 1st respondent, vide order dated 14.03.2023 made in G.O.Ms.No.155, cancelled the certificate of practice and debarred the appellant permanently from acting as a Notary on the allegation of professional misconduct.

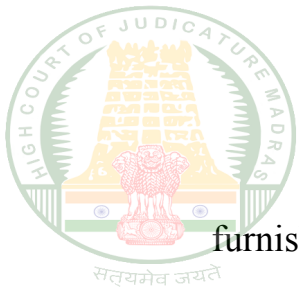
2.1. According to the appellant, the complaint was made



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against him primarily to cover up the default in repayment of loan. The 2nd respondent was in dire need of money, who had signed blank bond papers and affidavit for processing his loan application. It was the 2nd respondent, who had not verified the details found therein by blindly believing the financial institutions. It is argued by the appellant that there is no professional misconduct involved in exercising his duty as Notary. The impugned order of debarment was passed without recourse to the basic and rudimentary requisites before imposition of such debarment. The order was questioned before the Writ Court and the learned Single Judge dismissed the Writ Petition on the failure of the appellant to produce the concerned Register to establish that he had not signed inchoate forms. Aggrieved by the order of the Writ Court, the appellant is before this Court.

3. Learned Senior Counsel for the appellant submitted that the appellant had an unblemished record since 1997 and he cannot be held liable for missing of records, as it was lost during transit due to relocation of Courts. The non-production of the specific register was not intentional. According to him, the 2nd respondent, having signed all blank documents



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furnished by the Banking Institutions, cannot accuse the appellant for his mistake. The imposition of penalty of perpetual debarment is shockingly disproportionate, as the failure to produce the register will not by any stretch of imagination constitute wilful misconduct or gross negligence. It is further submitted that learned Single Judge failed to take note of the fact that the appellant had maintained regular records and produced all required annual returns except for the one missing due to circumstances beyond control. The quasi judicial authorities and the learned Single Judge were critiqued by ignoring the principles of proportionality or alternative penalties, specified in the relevant Rules. The complaint was raised by the 2nd respondent only after default in repayment of loan, questioning the conduct of a Notary and therefore, the findings of the Inquiry Authority were beyond the scope of the allegations in the absence of primary charge of non-production of register. Thus, it was vehemently argued that when there was no controversial act done by the appellant, while performing as Notary all the years ever since 1997, learned Single Judge ought to have set aside the order or considered imposition of lesser penalty.

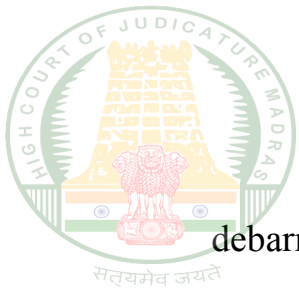
4. Per contra, learned Special Government Pleader appearing



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for the 1st respondent contended that the order dated 14.03.2023 came to be passed after affording due opportunity to the appellant herein. Upon considering the complaint and the written statement of the appellant, the 1st respondent, finding that there was a prima facie case made out, requested the Principal Judge, City Civil Court, Chennai through Registrar General of this Court to conduct enquiry as per Rule 13 (6) of the Notaries Rules, 1956 (in short the 'Rules, 1956') and submit a report to the Government for further action. The Enquiry Officer, after a full-fledged enquiry, opined that the appellant failed to produce the Notarial Register and also the Register for receipt of fees and charges realised by him in support of his case. It was also opined that there was no cogent reason forthcoming for the failure in production of Notarial Register. Hence, the Enquiry Officer concluded that the appellant misused the Notary signature and seal without adhering to the norms and provisions of the Rules.

4.1. He further contended that on the basis of the report of the Enquiry Officer, the 1st respondent, in exercise of power under Rule 13 (12)(i)(b) of the Rules, 1956 cancelled the certificate of practice and



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debarred the appellant from practicing as Notary Public for his notorious act. The misconduct committed by the appellant amounts to violation of the provisions of the Notaries Act, 1952, as he had attested only the signature of the parties in an unfilled bond paper. It was also contended by the learned Special Government Pleader that the argument advanced by the appellant that the complaint was hit by delay and laches, is baseless, as there is no time limit specified in the Act and Rules in respect of lodging complaint against a Notary and therefore, the said argument has to be brushed aside. It was finally pleaded that considering the totality of the circumstances and based on the report of the Enquiry Officer, a well reasoned order was passed by the 1st respondent against the appellant, which does not warrant any interference by this Court.

5. The 2nd respondent / Party-in-Person, who was the complainant, stated before this Court that when he and his son approached the L&T Housing Finance Company to borrow a sum of Rs.20,20,842/- by way of mortgage, they were compelled to sign black documents, stating that the Notary had already signed those documents and affixed his seal in those



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papers. They were assured that those documents would be returned immediately after payment of first EMI. Even after efflux of time, those documents were not returned to them, which made them to lodge a complaint against the appellant for signing and affixing his seal and signature on the blank papers. It was further stated that he and his son had not met the appellant, while signing documents and it was the Officials of L&T Finance, who forced them to sign documents, already signed and sealed by the appellant in the capacity as Notary. The appellant has purposely been evading production of register for the reason that the production of such register would throw light upon his misconduct. It was put forth by the 2nd respondent that there was no default of repayment of loan, as alleged by the appellant and only during Covid period, there was some default on the part of the 2nd respondent. Therefore, it was urged before this Court that the order of debarment is perfectly valid, as the notorious act of the appellant should be nipped at the bud.

6. Heard the learned Senior Counsel for the appellant, learned



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Special Government Pleader appearing for R1, the 2nd respondent / Party-in-

WEB COPY Person and perused the material documents available on record.

7. The appellant, a practicing Advocate, was appointed as Notary Public in the year 1997, which was duly renewed from time to time. While so, a complaint was lodged against him by the 2nd respondent herein, alleging that he attested unfilled bond papers in order to facilitate L&T Housing Finance to release housing loan in the name of the 2nd respondent. According to the respondents, despite several opportunities afforded to the appellant, he had failed to produce the Register to disprove the allegations.

8. A stand was taken by the appellant to controvert the alleged misconduct levelled against him, stating that the misplacement of register was on account of relocation of the Court and therefore, his act cannot be construed as a wilful misconduct or gross negligence. According to him, he was unnecessarily roped into the financial dispute, which was in existence between the complainant and the Banking Institution.



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9. On analysis of the entire records, it is seen that the appellant

maintained a long standing, good and unblemished record throughout and he was also renewing his certificate of Notary on its every expiry. There was no bad antecedent reported, while he was performing his duty as a Notary Public. The misplacement of register was not due to the fault of the appellant, but on account of circumstances beyond his control, which cannot be termed to be a deliberate act or negligence.

10. It was a matter on record that there was a default in repayment of loan by the 2nd respondent. This issue could not have been cropped up in case there was a timely repayment of loan amount borrowed by the 2nd respondent. It leads to infer that the 2nd respondent / complainant, in order to cover up his financial defaults, would have lodged the complaint against the appellant. It was not his case that the appellant forced him to sign the blank papers. Even for the sake of argument if it is taken that there was a signature and seal of the appellant on blank bond papers, the 2nd respondent must have insisted the L&T Finance to fill all the spaces before ascribing his signature thereon. In that sense, the 2nd respondent was not



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vigilant and in order to speed up the process of loan, he had signed all documents without properly verifying as to whether all the documents were duly filled in or not. For his negligence, he cannot complain the appellant and in fact, it was the L&T Finance, which actually cheated the 2nd respondent by not returning documents as assured at the time of signing documents. It is not known as to whether the 2nd respondent has sued the said Financial Institution for going back its assurance.

11. It is relevant to point out that the debarment of practice as Notary Public is grossly disproportionate to the omission to produce a single register. Though the Enquiry Officer held that there was a misuse of the Notary signature and seal, there was no direct proof of fraudulent intent adduced to reliably substantiate the allegations. There was no evidence to show that the appellant got benefitted owing to signing and affixing of seal on unfilled documents.

12. For the foregoing discussions, in our considered opinion, there must be a balanced proportionality in administrative penalties and fairness in judicial review. Needless to state that the principles of



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proportionality and natural justice require that lesser penalties or alternative measures should be considered before imposing perpetual penalty of debarment from practice on a Notary's practice. Therefore, we have no hesitation to hold that the cancellation of certificate of practice is not valid in the eye of law and the order passed to that effect that was confirmed by the Writ Court has no legs to stand.

13. Accordingly, this Writ Appeal is allowed. The order dated 26.02.2025 of the learned Single Judge and the cancellation order dated 14.03.2023 are hereby set aside. The certificate of practice as Notary Public in respect of the appellant is ordered to be renewed forthwith. The appellant must be careful in future, while attesting documents that are legally bound, more particularly in the presence of parties only and shall perform his duties as a Notary Public, without giving room for such kind of murmur. No costs.

(J.N.B.J.) (M.J.R,J.)
16.09.2025

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J.NISHA BANU, J.



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AND
M.JOTHIRAMAN, J.
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To:

The Secretary,
State of Tamil Nadu,
Law (Administration) Department,
Fort St.George,
Chennai-600 009.

PRE-DELIVERY JUDGMENT IN
W.A.No.2065 of 2025

16.09.2025