



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12-06-2025

CORAM

THE HONOURABLE MR.JUSTICE MOHAMMED SHAFFIQ

WP NO. 20281 of 2025

G.Nandhanamangai

... Petitioner

Vs

The Sub Registrar,
Office of Sub Registrar,
Pollachi, Coimbatore District.

.. Respondent

Prayer: Writ Petition filed under Article 226 of the Constitution of India praying for issuance of Writ of Mandamus, direction to register the sale deed presented by petitioner in view of the order passed in writ petition in W.P. No.4513/2025 dated 17.02.2025 without insisting to delete the entry of sale agreement vide document No.3400 of 2014 dated 07.05.2014 within a time frame as may be fixed by this Honourable Court.

For Petitioner(s) : Mr.S.Arivazhagan

For Respondent(s) : Mr. Abishek Moorthy, GA



WEB COPY

ORDER

By consent of learned counsel on both sides, this writ petition is taken up for final disposal at the admission stage itself.

2. This Writ Petition has been filed for issuance of Writ of Mandamus, to register the sale deed presented by petitioner in view of the order passed in writ petition in W.P. No.4513/2025 dated 17.02.2025 without insisting to delete the entry of sale agreement vide document No.3400 of 2014 dated 07.05.2014 within a time frame as may be fixed by this Honourable Court.

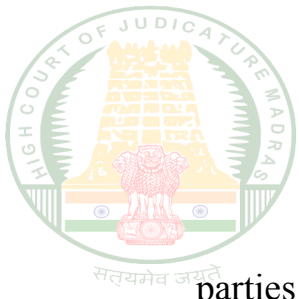
3. Learned counsel for the petitioner submitted that the land measuring a total extent of 6534 sq.ft comprised in TS.No.177 and T.S.No.180, situated at Pollachi Municipal Town, Pollachi Taluk belongs to vendor of petitioner namely E.Jagadhambal. She acquired the same by virtue of a compromise decree dated 12.09.1997 entered in OS.No.729 of 1997 before the District Munsif Court, Pollachi. The petitioner along with one A.Ganesan expressed their willingness to purchase the property for a valuable sale consideration of Rs.1,65,00,000/-. When they presented the



WEB COPY

sale deed for registration, the respondent refused to register the document on the ground that previous registered original documents were not produced. Challenging such refusal, the petitioner filed W.P.No.4513 of 2025, wherein, this Court, having observed that insistence of production of original title document cannot be a condition precedent for entertaining and registering a sale deed and that the petitioner's vendor is claiming right and title over the subject property through a compromise decree and on the basis of patta standing in his name, directed the authority concerned to register the sale deed, if it is, otherwise in order. Thereafter, the petitioner presented the sale deed along with requisite documents before the respondent, however, once again the respondent refused to register the sale deed on the premise that there was an agreement of sale dated 07.05.2014 vide document No.3400 of 2024 and the document could be registered only after the removal of entry of the previous agreement of sale dated 07.05.2014.

4. It is the grievance of the petitioner that this is a second round of litigation and that the sale agreement was executed by his vendor way back in 2014 and the obligations of sale agreement were not fulfilled by the



WEB COPY

parties and the agreement of sale was also not fructified. It is further submitted by the learned counsel for the petitioner that merely because there is an agreement for sale, that cannot be a reason for refusal to register the sale deed. Hence, left with no other alternative, the petitioner has come forward with this writ petition.

5. In this regard, reliance is sought to be placed in the order of this Court in W.P.No.15827 of 2022, dated 24.6.2022, wherein, it is held as follows:

5. Learned counsel for the petitioner submitted that the issue involved in the present case is no more res-integra, which was already decided by the Hon'ble Division Bench of this Court in the case reported in 2020 (6) CTC 697 (N.Ramayee V. Sub-Registrar, Registration Department), wherein it has been held that mere registration of an agreement for sale will not be a bar for subsequent transfers. The relevant portion of the above said order is extracted hereunder:-

“46. It is also brought to our notice about the new Circular in No.24011/C1/2020, dated 8.10.2020. 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



WEB COPY

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 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 the 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 Constitution.

.....

48. As already indicated, the purpose of registration is only to give a Public Notice. It is for the buyer or subsequent transferee to make reasonable Enquiry. Doctrine of Caveat emptor will also apply to every transfer. It is for them to verify the title of the property by making reasonable Enquiry. At any event, subsequent transfer will always be subject to the rights already created. Therefore, it cannot be said that merely because Agreement for Sale is registered without obtaining Decree of declaration that such Agreement is void, subsequent transfer is prohibited and cannot be registered. We hold that as discussed in our Judgment, Registrar has no right to refuse to register the



WEB COPY

subsequent document on the basis that Agreement of Sale was already registered in respect of the same property. Accordingly, the Reference is answered. Post the Writ Petition in W.P.No.674 of 2020 before the learned Single Judge for disposal.”

6. The learned Special Government Pleader appearing for the first respondent submits that the issue had already been settled before this Court in the aforementioned order passed by the Hon'ble Division Bench of this Court.

7. In the present case, on an earlier occasion, while borrowing loan from the second respondent, the petitioner, as security, had executed a sale agreement in favour of the second respondent and registered the same on the file of the first respondent. However, the sale agreement was not performed by the petitioner, thereby, the second respondent filed a specific performance suit in O.S.No.48 of 2003 on the file of District Munsif cum Judicial Magistrate, Pennagaram, which was decreed ex-parte, vide order dated 28.04.2004, by directing the second respondent to deposit the balance sale consideration to the petitioner to execute the sale deed, and thereafter, the second respondent had not taken any steps to execute the decree. Merely because agreement for sale is registered, the said agreement cannot be held to be void as decree of declaration had not been obtained from the appropriate forum and the same cannot be held to be a bar for further transfer of the property or registration of the said document. It is to be pointed out that the Registrar has no right to refuse the registration of the subsequent document of sale once the decree had not been honoured within the period of limitation citing that a registered agreement of sale is pending.



WEB COPY

It is borne out by record that the decree has not been registered even after a lapse of 12 long years. Moreover, it is an admitted fact that the petitioner had also settled the loan. Hence, the refusal check slip dated 07.06.2022 passed by the first respondent is bad in law as per the decision (supra) rendered by Division Bench of this Court.

8. Applying the ratio laid down in the aforementioned order of the Division Bench of this Court, the refusal check slip dated 07.06.2022 is set aside and the first respondent is directed to entertain the document presented by the petitioner, if it is otherwise in order and pass appropriate orders on merits after affording an opportunity of hearing to the petitioner as well as the second respondent, within a period of twelve weeks from the date of receipt of a copy of this order, after receipt of necessary Stamp duty and registration charges.'

6. Leaned Government Advocate appearing for the respondent would submit that the writ petition itself is a premature one in as much as there is nothing to show that the petitioner has in fact re-presented the sale deed. However, he submitted that the sale deed would be registered, if it is, otherwise in order, without insisting deletion of entry of the previous sale agreement, which is agreed to by the learned counsel for the petitioner.

7. In view thereof, the petitioner would re-present the sale deed to the respondent and on such re-presentation, the respondent shall register the sale



WEB COPY

deed, if it is otherwise in order without insisting on the deletion of entry of the previous sale agreement. If for any reason, the respondent is of the view that registration of the sale deed ought to be refused, the refusal slip would be issued assigning reasons therefor.

8. With the above direction, this writ petition is disposed of. No costs.

12.06.2025

Index:yes/no
Internet:yes/no
msr
To

1.The Sub Registrar,
Office of Sub Registrar,
Pollachi, Coimbatore District.



WEB COPY

MOHAMMED SHAFFIQ, J.

msr

WP NO. 20281 of 2025

12-06-2025



WEB COPY

