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W.P.No.21137 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 17.06.2025

CORAM:

THE HONOURABLE MR.JUSTICE MOHAMMED SHAFFIQ

W.P.No.21137 of 2025

Mr.M.Kulandaivelu

... Petitioner(s)

Vs.

1.The Joint Sub Registrar - I,
District Registrar Grade,
District Registrar Office,
Salem (East).

2.M.Senthil Kumar

... Respondent(s)

PRAYER: Writ Petition filed under Article 226 of the Constitution of India, praying to issue a Writ of Certiorarified Mandamus, calling for the records of the first respondent dated 12.05.2025 and quash the same and consequently direct the first respondent to register the sale deed dated 12.05.2025 executed in favour of the petitioner in respect of the property comprised in Survey No.1733/6 measuring an extent of 1458 Sq.ft. situate at Door No.25 & 26, Aachumuthu Mudhali Street, Ammapettai, Salem.



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For Petitioner(s) : Mr.V.Chandraprabu

For Respondent(s) : Mr.U.Baranidharan for R1
Special Government Pleader

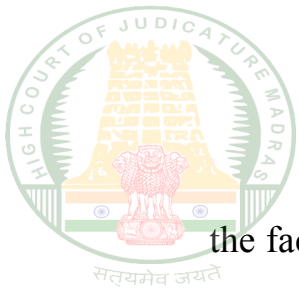
ORDER

By consent of learned counsel on both sides, this writ petition is taken up for final disposal at the admission stage itself. In view of the order that this Court proposes to pass and also the limited relief that is sought to be granted, notice to 2nd respondent is dispensed with.

2.The present writ petition is filed against the refusal check slip issued by the 1st respondent refusing to register the Sale Deed dated 12.05.2025 on the premise that there is an existing agreement of sale and to direct the 1st respondent to register the Sale Deed dated 12.05.2025 executed in favour of petitioner.

3.It is submitted by the learned counsel for the petitioner that the above mentioned property was purchased by the petitioner from one Manickam and his daughters vide Sale Deed dated 12.05.2025 and the Sale Deed was presented before the 1st respondent for registration, the same was returned vide refusal check slip dated 12.05.2025 on the premise that there is an existing agreement of sale.

4.It is further submitted by the learned counsel for the petitioner



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the fact that there is an existing agreement of sale cannot be a reason for refusing registration of the Sale Deed. In this regard, he placed reliance on a Division Bench judgment of this Court in ***N.Ramayee vs. Sub-Registrar, Registration Department and another*** reported in **2020 (6) CTC 697** wherein it was held as under:

"44. From a combined reading of various provisions of the Transfer of Property Act as referred above, we are of the view that there is no bar for creating subsequent transfer of the immovable property. Effect of the subsequent transfer is always subject to the earlier transfer created by the transferor of the immovable property. Therefore, it cannot be said that since the agreement for sale is registered the owner viz., the Vendor has no right to execute any document. In Venkatamma's case [W.P. No. 33601 of 2019] in fact settlement deed has been presented for registration by the Vendor after three years of the so called contract. Merely on the basis of the agreement for sale, the registrar refused to register the document which is against the very substantive law of the country. If such approach is accepted a situation may arise in every loan transaction if some contract is registered, merely because it shown in the encumbrance as a registered agreement, the owners of the property would be prohibited from dealing with the property as long as the encumbrance finds place in the encumbrance certificate. Such situation in fact would lead to deprive the right of the owner of the property to deal with the property which is a constitutional right.

47...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.

48. We are of the view that except as provided in the



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Registration Act and any other statute, the Registrar has no power to refuse to register a document. Though the object of the Act is to prevent fraud, such occasion arises only where some private properties are notified under the Tamil Nadu Private Forest Act. In such case, sale of such property without permission of the Collector of the District is void. Only when such notification is available in respect of any property, the Registrar can verify whether the sanction of the Collector is obtained or not. Similarly, whenever properties have been declared as forest land or elephant corridor, etc., and the notification is available with the Registrar, based on the above notification he can exercise power. Except the above, the Registrar has no power to refuse to register the document”.

5. On this being pointed out, learned Special Government Pleader for 1st respondent would submit that the petitioner may be directed to represent the Sale Deed and the same would be registered if it is otherwise in order. If for any reason, there is a need for refusal of registration of the Sale Deed, they would do so after assigning reason, which was agreed to by the learned counsel for the petitioner.

6. In view thereof, the Writ Petition stands disposed of with a direction to the 1st respondent to register the Sale Deed dated 12.05.2025 if it is otherwise in order. If for any reason, there is a need for refusal of registration of the Sale Deed, they would do so after assigning reason. It is made clear that this Court has not expressed any views with regard to the merits of the case and it is open to the concerned respondent to consider the matter on its own merits and in accordance with law. No



costs.

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Index : Yes/ No
Speaking (or) Non Speaking Order
Neutral Citation: Yes/No
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To

The Joint Sub Registrar - I,
District Registrar Grade,
District Registrar Office,
Salem (East).



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MOHAMMED SHAFFIQ, J.

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