



W.P.No. 24995 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 03.02.2025

CORAM

THE HONOURABLE Mr. JUSTICE N. ANAND VENKATESH

W.P.No.24995 of 2023

Husnara Khatoon

.... Petitioner

Vs

The Sub Registrar
Pammal SRO
Pammal
Chennai - 600 075.

... Respondent

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 respondent proceedings in pending document No.303/2017 dated 20.06.2019 and quash the same and consequently directing the respondent to release the document in subject matter of property situated at Kancheepuram District, at present Chenglepet District, Pallavaram Taluk, Pammal Village, Thiruneermalai Road, Paimash No.726 and 727 and RS.No.95/2 part, Patta No.56, New Patta No.5404, New Survey No.95/3A1, 95/3A3, 95/3C admeasuring 50062 sq.ft. and pass such further or other orders as this Court may deem fit and proper in the circumstances of the case.



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For Petitioner : Mr.K.A.Ravindran
for Mr.S.Vijayakumar

For Respondent : Mr.Karthick Jagannath
Government Advocate

ORDER

This writ petition has been filed challenging the impugned proceedings of the respondent dated 20.06.2019 and for a consequential direction to the respondent to release the document pertaining to the subject property which was executed by the petitioner by releasing her share in favour of two of her grand daughters.

2. Heard Mr.K.A.Ravindran, learned counsel assisted by Mr.S.Vijayakumar for the petitioner and Mr.Karthick Jagannath, learned Government Advocate for the respondent.

3. In the case in hand, the property admittedly belongs to a partnership firm. The partnership firm was run by the family members. In this partnership



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firm, the son of the petitioner namely Shameem Ahmed was one of the partner.

Two suits came to be filed in C.S.No.805 of 2000 and C.S.No.394 of 2007 before this Court, where the partners sought for dissolution of the firm and for allotment of their respective shares. A compromise was arrived at between the parties and a Memorandum of Compromise was entered into. It will be relevant to take note of Clause 5(a) of the Memorandum of Compromise, which is extracted hereunder :

" 5. The details of such compromise and understanding are being recorded as hereunder :

(a) The property being an extent of 50,062 sq.ft. being the subject mater of Sale Deed dated 27.01.1990 (Doc.No.203/1990), comprised in Patta No.5045 (S.No.95/3A-1; 95/3A-3; 95/3C) and owned by M/s.WACZECH LEATHER INDUSTRY, a partnership Firm, is allotted to the legal heirs of late Shameem Ahmed, comprising of his wife (i) Mrs.Nyra Ahmed, daughters (ii) Shaika Shameem, (iii) Sophia Shameem and (iv) Zaid Shameem. The necessary documents for conferring proper title to the legal heirs of late Shameem Ahamed shall be executed by those who are concerned with the same."

4. It is also an admitted fact that the petitioner was also one of the partner



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in the firm and the petitioner was also allotted a share under the deed of compromise. This share that was allotted to the petitioner is now sought to be relinquished by the petitioner in favour of her grand daughters.

5. Even though the petitioner was not given any share, in the share that was allotted in favour of her son, which is evident from the clause that has been extracted supra, out of abundant caution, the petitioner wanted to relinquish her share in favour of her two grand daughters to avoid any future confusion. Thus the relinquishment itself was done to avoid future confusion.

6. The respondent refused to entertain this document mainly on the ground that the petitioner did not get any share from the share that was allotted in favour of her son. Therefore, there was no share that could be relinquished by the petitioner. There were also other grounds on which the respondent had refused to register the document.

7. In the considered view of this Court, the intent of the petitioner was to clarify that if at all there is a share to which the petitioner would be entitled to,



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out of the share given to her son, she is relinquishing the same in favour of her two grand daughters. Hence, the document is executed out of abundant caution. If this clarity is given by this Court in the present writ petition, there is no need for the petitioner to execute any such document in favour of the her two grand daughters. The effort on the part of the petitioner and the effort that has to be put in by the Sub Registrar can be saved by making that clarification in this order itself.

8. This Court holds that the petitioner did not get any share from the share that was allotted in favour of her son namely Shameem Ahamed and therefore, there is no need for the petitioner to relinquish her share in favour of her grand daughters. This Court is reminded of the phrase '*nemo dat quod non habet*' which means that a person can only give what he has. The petitioner need not give a share which she does not possess and it will be a futile exercise to execute such a document in favour of her grand daughters. This clarity will sufficiently take care of the rights of the wife and the children of late Shameem Ahmed with respect to the share that was allotted in favour of Shameem Ahmed under the compromise deed which translated itself into a



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compromise decree. It is also made clear that the petitioner did not intend to deal with the share that was allotted in her favour under the compromise deed.

9. In the light of the above clarification, it is not necessary for this Court to meddle with the impugned order passed by the respondent. In the light of this observation, the need for the petitioner to pay the stamp duty and registration charges will not arise and no such demand can be made from the petitioner.

10. The writ petition is disposed of accordingly. No costs.

03.02.2025

Index : Yes/No
Speaking Order/Non-Speaking Order
Neutral citation : Yes/No
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To:
The Sub Registrar
Pammal SRO
Pammal
Chennai - 600 075.

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N. ANAND VENKATESH., J

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