



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27-10-2025

WEB COPY

CORAM

THE HONOURABLE MR.JUSTICE S. SOUNTHAR

**CRP No. 5090 of 2025 and
CMP No.25644 of 2025**

1. D. Sudharsanam,
S/o. Dhamodaran, No. 8/15,
Saraswati Pandurangan Street,
Chozhapuram, Ambattur,
Chennai -600 053.

Petitioner(s)

Vs

1. Malarvannan,
S/o. Natarajan, No. 12/9, Avvaiyar Street,
Gandhi Nagar, Oragadam, Ambattur,
Chennai -600 053.

R.Damodaran (Died)

2.Devagi,
W/o. Damodaran Door No. 8/15, Saraswathi
Pandurangan Street, Chozhapuram, Ambattur,
Chennai -600053

3.I.Padmavathi,
D/o. Damodaran, Door No. 8/15, Saraswathi
Pandurangan Street, Chozhapuram, Ambattur,
Chennai -600 053



4.Narmatha Devi,
D/o. Damodaran, Door No. 8/15, Saraswathi
Pandurangan Street, Chozhapuram, Ambattur,
Chennai -600 053

Respondent(s)

Cause title accepted vide court order dated
07.10.2025 made in CMP No.22804 of 2025
in CRP Sr.No.126214 of 2025.

PRAYER: Civil Revision Petition filed under Article 227 of Constitution of India to set aside the order dated 21.03.2025 made in I.A.No.2 of 2024 in O.S.No.351 of 2025 on the file of the III Additional District and Sessions Judge, Thiruvallur at Poonamallee, by allowing the I.A.No.2 of 2024 in O.S.No.351 of 2019 and allow the present Civil Revision Petition.

For Petitioner(s): Mr. S.Sai Shankar A.Murali

ORDER

This Civil Revision Petition has been filed, challenging the order passed by the Court below, dismissing the application filed by the petitioner seeking rejection of unregistered sale agreement dated 09.09.2018, which is inadmissible in evidence.

2. The first respondent herein filed a suit in O.S.No.351 of 2019 for recovery of money, based on the above said unregistered sale agreement. According to the first respondent, he entered into an unregistered sale agreement with the petitioner on 09.09.2018 and a sum of Rs.19,50,000/- was



paid as advance and the receipt of the same was acknowledged by the defendants 2 and 4. Relying on said unregistered sale agreement, the said suit was filed for recovery of money and the same was resisted by the petitioner by raising the plea of forgery.

3. The petitioner filed an application in I.A.No.2/2024 in the said suit in O.S.No.351/2019, seeking rejection of the said unregistered sale agreement filed by the plaintiff as a document, mainly on the ground that an unregistered sale agreement cannot be received in evidence. The petitioner relied on Section 17(1)(A) of the Registration Act. The Trial Court held that the unregistered document can be received in evidence for limited purpose of proving the receipt of the amount by the concerned defendant and hence, the same can be received in evidence for collateral purpose, as per the said provision. Aggrieved by the same, the petitioner has come before this court.

4. The learned counsel for the petitioner, by relying upon Section 17(1)(A) of the Registration Act, submitted that an unregistered sale agreement cannot be received in evidence. Therefore, the said document filed by the plaintiff shall be rejected.



WEB COPY

5. Section 17(1)(A) of the Registration Act reads as follows.

1(A) The documents containing contracts to transfer for consideration , any immovable property for the purpose of Section 53-A of the Transfer of Property Act, 1882 (4 of 1882) shall be registered, if they have been executed on or after the commencement of the Registration and other related laws (Amendment) Act, 2001 (48 of 2001) and if such documents are not registered on or after such commencement, then, they shall have no effect for the purposes of the said section 53 A.

6. A bare perusal of the above, would make it clear that an unregistered sale agreement, concerning an immovable property, requires registration for the purpose of Section 53(A) of Transfer of Property Act. In the case on hand, the first respondent/ plaintiff is not claiming any relief under Section 53(A) of Property Act. He only relied on the unregistered sale agreement to prove the payment made by him in favour of the defendants 2 and 4.

7. Section 49 of the Registration Act reads as follows.

49. Effect of non registration of documents required to be registered.- No document required by Section 17 (or by any provision of the Transfer of Property Act, 1882 (4 of 1882) to



be registered shall

- a. affect any immovable property comprised therein, or
- b. confer any power to adopt, or
- c. be received as evidence of any transaction affecting such property or conferring such power, unless it has been registered.

[Provided that an unregistered document affecting immovable property and required by this Act or the Transfer of Property Act, 1882 (4 of 1882), to be registered may be received as evidence of a contract in a suit for specific performance under Chapter II of the Specific Relief Act, 1877 (3 of 1877), or as evidence of any collateral transaction not required to be effected by registered instrument.]

8. A close reading of Proviso to Section 49 of the Registration Act would indicate that an unregistered agreement can be received in evidence in a suit for specific performance, as an evidence of contract. Likewise, an unregistered document can be received in evidence to prove any collateral purpose. In the case on hand, the plaintiff is not relying on the unregistered sale agreement for the purpose of proving the contract between the parties and he has not sought for any relief under Section 53(A) of Transfer of Property Act. He relies on the said agreement only for limited purpose of proving the fact of payment of



amount by the plaintiff to the 2nd defendant. Therefore, as an acknowledgment for receipt of money, the document can be received in evidence and the same is only for collateral purpose.

9. This Court in its decisions in i) *P.Joseph Vs. M.T.Santiago* reported in 2001(1) Law Weekly 613 and ii) *Thangamuthu Vs. Jayaraj*, reported in 2008(5) CTC 206 held that an unregistered mortgage deed can be admitted in evidence as an evidence of loan transaction. When unregistered mortgage deed is held to be admissible in evidence as an agreement of loan, there is no bar in receiving the unregistered agreement in evidence for the purpose of proving the payment of amount by one party to another party. Therefore, the order passed by the Trial Court is perfectly in order and this court does not find any illegality to interfere the same.

10. Accordingly, this civil revision petition is dismissed and the impugned order passed by the Trial Court is upheld. Connected miscellaneous petition is closed. There shall be no order as to costs.

27-10-2025

Index:Yes

Internet:Yes

Neutral Citation:Yes

MST



To

1. The III Additional District and Sessions Judge,
Thiruvallur at Poonamalee

2.Malarvannan,
S/o. Natarajan, No. 12/9, Avvaiyar
Street, Gandhi Nagar, Oragadam,
Ambattur, Chennai -600 053.

3.Devagi,
W/o. Damodaran Door No. 8/15,
Saraswathi Pandurangan Street,
Chozhapuram, Ambattur, Chennai
-600053

4.I.Padmavathi,
D/o. Damodaran, Door No. 8/15,
Saraswathi Pandurangan Street,
Chozhapuram, Ambattur, Chennai -600
053

5.Narmatha Devi,
D/o. Damodaran, Door No. 8/15,
Saraswathi Pandurangan Street,
Chozhapuram, Ambattur, Chennai -600
053



WEB COPY

CRP No.5090 of 2025



S.SOUNTHAR J.

CRP No. 5090 of 2025

27-10-2025