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WA No. 3192 of 2024



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 06-10-2025

CORAM

**THE HONOURABLE MR JUSTICE S. M. SUBRAMANIAM
AND
THE HONOURABLE MR.JUSTICE MOHAMMED SHAFFIQ**

WA No. 3192 of 2024

The Sub Registrar
Salem (West),
95/412, Mullai Nagar Near Saibaba
Temple,
Suramangalam Salem 636 005.

Appellant(s)

Vs

D.Rajamanickam
S/o Duraisami,
3/1, Sivanar Chetty Street, Gugai,
Salem 636 006.

Respondent(s)

PRAYER

To set aside the order dated 01.07.2024 made in W.P.No. 426 of 2022 and allow the above writ appeal.



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WA No. 3192 of 2024



For Appellant(s): Mr.U.Baranidharan
Special Government Pleader

For Respondent(s): Mrs.Radha Gopalan
For Ms.Bhargavi Gopalan

ORDER

(Order of the Court was made by S.M.Subramaniam J.)

Under assail is the writ order dated 01.07.2024 passed in W.P.No.426 of 2022.

2. The Sub Registrar, Salem (West) is the appellant before this Court. The respondent filed writ proceedings challenging the refusal check slip dated 01.09.2021 issued by the appellant. Admittedly, the 1st respondent presented a settlement deed for registration in respect of the land measuring 3508 sq.ft, which is a house site. Further, it is not in dispute that the subject property is situated in a layout, wherein surrounding areas have already been registered as house sites. The Sub Registrar refused to register mainly on the ground



that the appellant has not secured approval of house site from the competent authority, as mandated under Section 22A of the Registration Act (hereinafter referred to as the “Act”). The learned Single Judge, since allowed the writ petition, the present intra-court appeal came to be instituted.

3. The learned Special Government Pleader would submit that the interpretation of the Writ Court is running counter to the spirit of the amendment made under Section 22A of the Act. The purpose and object of Section 22A of the Act have been diluted. Thus, the Sub Registrar has preferred the present appeal. The proviso clause to Section 22A in unequivocal terms reiterates that the house sites without such permission may be registered, if it is shown that the same house sites have been previously registered as house sites. In the present case, the subject property in the settlement deed presented by the 1st respondent has not been registered as a house site previously. Therefore, plot approval is required for the purpose of registering the settlement deed presented by the 1st respondent.

4. The learned counsel for the 1st respondent would oppose by stating



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that once the surrounding plots have been registered as house sites and an unapproved layout has already been formed, there is no necessity to get separate approval for one plot alone. The Writ Court also appreciated the said fact and formed an opinion that Section 22A would not stand in the way of registering the settlement deed, since the surrounding plots have already been registered as house sites.

5. This Court heard the arguments made on either side of the parties to the lis on hand.

6. The interpretation of the Writ Court on Section 22A (2) of the Act is that, if subsequent number of plots had already been registered in a layout as house sites then no plot approval is required for registration of remaining vacant plots. In other words, there is no bar for subsequent registration of unapproved plots, if the surrounding plots have already been registered as house sites. Based on the above interpretation, the writ petition came to be allowed.



7. Thus, it is necessary for this Court to examine, whether the interpretation of the Writ Court on Section 22A (2) of the Act is in consonance with the Rules of interpretation under law. Section 22A of the Act reads as under,

“22-A. Refusal to register certain documents.

Notwithstanding anything contained in this Act, the registering officer shall refuse to register any of the following documents, namely:-

.....

2) instrument relating to the transfer of ownership of lands converted as house sites without the permission for development of such land from planning authority concerned:

Provided that the house sites without such permission may be registered if it is shown that the same house site has been previously registered as house site.”

8. Under the above provision, the Registering Authority is empowered to refuse registration of an instrument relating to transfer of ownership of lands converted as house sites without permission from the Planning Authority



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concerned. In the present case, no approval has been obtained from the Planning Authority in respect of the subject plot in the settlement deed presented for registration. Section 22A (2) proviso stipulates that house sites in the absence of approval may be registered, if it is shown that the said house site has been previously registered as house site. Plain reading of the proviso would denote that a house site, if registered previously as house site, can be registered as house site. However, if the said plot has not previously registered as house site, then it cannot be registered without obtaining appropriate plot approval from the planning authority. Regularization Rules are framed by the Government of Tamil Nadu in G.O.Ms.No.78, Housing and Urban Development [UD4 (3)] Department, dated 04.05.2017, fixing cut off date as 20.10.2016. The amendment under Section 22A came into force in the year 2012. Thus, the benefit of regularization was extended four years from the date of amendment. Therefore, there is no scope for further interpretation of Section 22A (2) proviso clause.

9. Elementary principle governing the interpretation of statutes lies in the language employed by the legislature. When statutory language is plain,



clear, and unambiguous, the intention of the legislature is to be gathered from the words used themselves. Resort to external aids or interpretative devices becomes necessary only when the language is uncertain or capable of more than one meaning. Hence, interpretation combines both literal and purposive approaches; however, the need for interpretation arises only when ambiguity, vagueness, or multiple possible meanings exist.

10. In the case of ***Lord Diplock in Duport Steel Ltd Vs. Sirs***¹, it is held that,

“...Where the meaning of the statutory words is plain and unambiguous, it is not for the judges to invent fancied ambiguities as an excuse for failing to give effect to its plain meaning because they themselves consider that the consequences of doing so would be inexpedient, or even unjust or immoral.”

11. The Hon'ble Supreme Court of India has consistently reiterated that when the statutory language is plain and unambiguous, Courts must give effect to it without adding or subtracting words. The intention of the legislature

¹ 1980 1 WLR 142



is best understood through the words it has chosen, and no interpretation is required when those words are clear.

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12. A Constitution Bench of the Hon'ble Supreme Court in **R.S. Nayak Vs. A.R. Antulay**², has held as follows,

“... If the words of the Statute are clear and unambiguous, it is the plainest duty of the Court to give effect to the natural meaning of the words used in the provision. The question of construction arises only in the event of an ambiguity or the plain meaning of the words used in the Statute would be self-defeating.”

13. The Hon'ble Supreme Court has recently reiterated the primacy of the literal rule of interpretation in the case of **Independent Sugar Corporation Ltd. Vs. Girish Sriram Juneja & Others**³. The relevant portions are extracted as follows,

“42. Where the language is clear, plain and unambiguous, the courts are duty-bound to give effect to the meaning that can be inferred from a

² AIR 1984 SC 684

³ 2025 INSC 124



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statute, irrespective of the consequences. Mere inconvenience being caused to a party, by virtue of the plain and literal interpretation accorded to a statute, cannot be reason enough to forego such interpretation.

43. Emphasising on construing the meaning from the plain language of Section 123(7) of the Representation of the People Act, 1951, as it then stood, Justice S. R. Das pertinently observed: 'The spirit of the law may well be an elusive and unsafe guide and the supposed spirit can certainly not be given effect to in opposition to the plain language of the sections of the Act.'

44. In other words, the so-called 'spirit of the law' is an indeterminate construct, whose nature renders it subjective and susceptible to varied interpretations depending on the personal predilections of those tasked with interpreting it. Therefore, it is almost unattainable as a definitive guide, especially in the face of or when put in opposition to the unambiguous, clear and plain language used in a particular provision, as is presently the case.



45. Therefore, it is almost necessary for the courts to interpret the provision in its natural sense, as it is through the words used in a provision that legislature expresses its intention. When the language is unambiguous, as in the present matter, the courts must respect its ordinary and natural meaning instead of wandering into the realm of speculation and unintended overreach invoking the so-called 'spirit of the law'.

....

51. The above pronouncements make it clear that when the words used are clear, plain and unambiguous, the courts are duty-bound to give effect to the meaning emerging out of such plain words. The intention of the legislature must be gathered from the language used and also, the words not used. It becomes imperative to understand those words in their natural and ordinary sense, and any interpretation requiring for its support addition or substitution or rejection of words as meaningless, must ordinarily be avoided.

14. The facts of the present case is that the settlement deed was



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presented for registration on 01.09.2021. Admittedly, the subject property is a house site. Thus, Section 22A (2) must be applied during verification of the document before registration. The proviso clause stipulates that approval of house site from the competent authority is mandatory. Thus, the 1st respondent has to secure necessary house site approval from the competent authority and present the document for registration. When the provision mandates certain requirements to be complied with, then it is to be complied with as it is for completing the procedures.

15. The High Court in exercise of the powers of judicial review need not expand the scope of the provision under the statute which may defeat the legislative intention and the objectives sought to be achieved. Litigants may come forward and say that they will file an affidavit of promise stating that they will not use the house site for construction of any residential building. Such an affidavit has no legal sanctity nor trusted upon. In future such person may seek for conversion of land which will go unnoticed. Therefore, the purposive interpretation of the provisions is of paramount importance for enforcement of the provisions of law. That apart, such an affidavit of promise should not



circumvent the complaints of the mandatory provisions contemplated under any statute.

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16. Therefore, the relief granted by the Writ Court is running counter to the plain reading of Section 22A (2) proviso clause to the Act. Consequently, the Writ order dated 01.07.2024 made in W.P.No. 426 of 2022 is set aside and the Writ Appeal is allowed. No costs. Consequently, the connected miscellaneous petitions, if any, are closed.

(S.M.SUBRAMANIAM J.)(MOHAMMED SHAFFIQ J.)

06-10-2025

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Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No



WEB COPY

WA No. 3192 of 2024



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