



W.P.No.34834 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

WEB COPY

Dated : 16.09.2025

CORAM

**THE HON'BLE Mr. JUSTICE KRISHNAN RAMASAMY**

**W.P.No.34834 of 2025**

T.Karthikeyan

... Petitioner

**Vs.**

1. The District Registrar,  
Registrar Office,  
District Collector Office, Salem.

2. The Sub - Registrar,  
Mettur Sro, Mettur.

3. Tmt. Chitra

... Respondents

**Prayer:**

Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Mandamus, Directing the 1st and 2nd respondent to take necessary steps to cancel the sale agreement vide Doc.No.2901/2022 and direct the 3rd respondent to return the original document vide Doc.No.693 /2021.

For Petitioner : Mr.D.Ashokkumar

For Respondent : Mr.Abishek Murthy, GA for R1&R2



WEB COPY



W.P.No.34834 of 2025

## **ORDER**

This writ petition has been filed to direct the 1<sup>st</sup> and 2<sup>nd</sup> respondent to take necessary steps to cancel the sale agreement vide Doc.No.2901/2022 and direct the 3<sup>rd</sup> respondent to return the original document vide Doc.No.693 /2021.

2. Mr.Abishek Murthy, learned Government Advocate, takes notice on behalf of the 1<sup>st</sup> & 2<sup>nd</sup> respondents.

3. By consent of the parties, the main writ petition is taken up for disposal at the admission stage itself.

4. The learned counsel for the petitioner would submit that in this case, initially, the 3<sup>rd</sup> respondent had intend to purchase the subject property from the petitioner and she had agreed for sale consideration of Rs.71,56,000/-. In this regard, a sale agreement dated 05.07.2022, was executed. At the time of execution, a sum of Rs.25,00,000/- was paid by



W.P.No.34834 of 2025

WEB COPY

the 3<sup>rd</sup> respondent and it was agreed that the balance amount of Rs.46,56,000/- will be paid within a period of 2 years from the date of the said sale agreement. However, the 3<sup>rd</sup> respondent had failed to pay the balance amount within the said time limit. Further, she had neither come forward to cancel the sale agreement nor returned the parent documents and deeds to the petitioner, which was handed over to her at the time of sale. Hence, this writ petition.

5. The learned Government Advocate appearing for the respondents, after taking instructions from the Department, would submit that the respondents have no power to cancel the documents, which were already registered. Further, he would submit that the petitioner can approach this Court only if there is any fraudulent act on the part of the 3<sup>rd</sup> respondent in executing the sale deed. However, in this case, the only grievance of the petitioner is that the 3<sup>rd</sup> respondent has not paid the remaining amount within a period of 2 years and no steps have been taken by her to execute the sale deed. Thus, it is clear that no fraudulent activities were involved in this matter. When such being the



W.P.No.34834 of 2025

WEB COPY

case, the right course available to the petitioner is to approach a Civil Court for appropriate orders. Hence, he prays for dismissal of this petition.

6. Heard the learned counsel for the petitioner and the learned Government Advocate appearing for the respondent and also perused the materials available on record.

7. In the case on hand, initially, the 3<sup>rd</sup> respondent had intend to purchase the subject property from the petitioner and she had agreed for sale consideration of Rs.71,56,000/-. In this regard, a sale agreement dated 05.07.2022, was executed. At the time of execution, a sum of Rs.25,00,000/- was paid by the 3<sup>rd</sup> respondent and it was agreed that the balance amount of Rs.46,56,000/- will be paid within a period of 2 years from the date of the said sale agreement. However, the 3<sup>rd</sup> respondent had failed to pay the balance amount within the said time limit. Further, she had neither came forward to cancel the sale agreement nor returned the parent documents and deeds to the petitioner, which was handed over



W.P.No.34834 of 2025

to her at the time of sale. Hence, the petitioner approached this Court to cancel the sale agreement dated 05.07.2022.

8. As rightly submitted by the learned Government Advocate, the respondents have no power to cancel any document, which was already registered. Further, the petitioner can approach this Court, only if there is any involvement of fraudulent act on the part of the 3<sup>rd</sup> respondent in executing the sale agreement. However, in this case, the only grievance of the petitioner is that the 3<sup>rd</sup> respondent has neither paid the balance amount nor took any steps for execution of sale agreement within a period of 2 years. Thus, it is clear that no fraudulent activities were involved in this matter. When such being the case, the right course available to the petitioner is to address their grievances before a Civil Court.

8. In view of the above, this Court does not find force in the submissions made by the petitioner and hence, this Court is not inclined to entertain this petition.



W.P.No.34834 of 2025

WEB COPY

9. Accordingly, this writ petition is dismissed. No cost.

**16.09.2025**

Speaking/Non-speaking order

Index : Yes / No

Neutral Citation : Yes / No

nsa

To

1. The District Registrar,  
Registrar Office,  
District Collector Office, Salem.

2. The Sub - Registrar,  
Mettur Sro, Mettur.



WEB COPY



W.P.No.34834 of 2025

**KRISHNAN RAMASAMY.J.,**

nsa

**W.P.No.34834 of 2025**

**16.09.2025**