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W.P.No.36095 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :27.10..2025

Coram

The Honourable **Mr.Justice Krishnan Ramasamy**

W.P.No.36095 of 2025

R.SANGEETHA

..Petitioner

Vs.

1 THE INSPECTOR GENERAL OF REGISTRATION
NO.100 SANTHOME HIGH ROAD
RAJA ANNAMALAIPURAM, CHENNAI 600 028.

2 THE DISTRICT REGISTRAR,
O/O. DISTRICT REGISTRAR, SALEM.

3 THE SUB REGISTRAR,
SUB REGISTRAR OFFICE,
OMALUR, SALEM 636 455.

4 RAJKUMAR

...Respondents

Prayer :-

Writ Petition filed under Article 226 of the Constitution of India praying for the issuance of a Writ of Mandamus directing the respondents Nos. 1 to 3 to take appropriate actions either remove delete the entry of the said sale agreement dated 21.03.2013 registered as document No. 2747 of 2013 before SRO Omalur in the encumbrance certificate or to make a fresh entry nullifying the same in the Encumbrance certificate on the file of SRO, Omalur, pertaining to the lands comprised in S.Nos..3/3A, 3/3C, 4/4B 4/4C, 5/1A, 5/1B, 5/2A, 5/2B situated at Kallipatti village, Omalur



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Taluk Salem District, based on the representation submitted on 27.03.2025 by the petitioner within a period it may be stipulated by this Court.

For Petitioner : Mr.Raja
For Respondents 1 to 3 : Mr.Stalin Abhimanyu
Additional Government Pleader
For Respondent -4 : Mr.P.Jagadeesan

Order

The Writ Petition is filed seeking for the following relief:-

i) For the issuance of a mandamus to the respondents Nos. 1 to 3 to take appropriate actions either remove delete the entry of the said sale agreement dated 21.03.2013 registered as document No. 2747 of 2013 before SRO Omalur in the encumbrance certificate or to make a fresh entry nullifying the same in the Encumbrance certificate on the file of SRO, Omalur, pertaining to the lands situated at Kallipatti village, Omalur Taluk Salem District, based on the representation submitted on 27.03.2025 by the petitioner.

2. The learned counsel appearing for the petitioner would submit that a sale agreement dated 21.03.2013 was entered into between the fourth respondent and the petitioner's father and a sum of Rs.3,00,000/- was paid towards advance, which was also acknowledged in the said sale agreement



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and the petitioner's father agreed to repay the same within three years from the date of the said agreement ; that thereafter, the petitioner's father died on 10.09.2023; that despite the petitioner's father repaid the entire loan amount during his life-time, the fourth respondent has never come forward either to cancel the sale agreement nor to execute the sale agreement in favour of the petitioner's father, hence, a suit was instituted by the petitioner's father to cancel the sale agreement in O.S.No.22 of 2021, however, the same was dismissed due to the reason that the petitioner's father was not able to furnish the details of the particulars with regard to the pre-payment made and the Appeal Suit filed against the said dismissal of the Original Suit was also dismissed.

2.1 The learned counsel for the petitioner further submitted that under the aforesaid circumstances, i.e. due to non-cancellation/non-performance of the said agreement, the petitioner is now been restrained from selling the adjacent lands; that apart, the petitioner is not in a position to take action against the fourth respondent on behalf of his father, as, the sale agreement was of the year 2013 and in terms of Section 54 of the Limitation Act, three



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years period prescribed for enforcement of the agreement expired as early as on 20.03.2015 and hence, the petitioner is not entitled to take any legal action based on the sale agreement, and further, the fourth respondent also did not take any steps to file suit for specific performance of the contract; that under these circumstances, the petitioner made a representation dated 27.03.2025 to the official respondents to take action and to delete the entry of the said sale agreement dated 21.03.2013 registered as document No. 2747 of 2013 before Sub-Registrar Office, Omalur in the encumbrance certificate or to make a fresh entry nullifying the same in the Encumbrance certificate on the file of Sub-Registrar Office, Omalur, however, no action has been taken by the Official respondents based on the said representation, hence, the present Writ Petition is filed.

3. The learned Additional Government Pleader appearing for the Official respondents viz., respondents 1 to 3 would submit that the representation made by the petitioner cannot be considered, as, an agreement of sale was entered into between the petitioner's father and the fourth respondent wayback in the year 2013 and the same got registered on



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21.03.2013, and therefore, the respondents have no power for re-consideration of the sale agreement once again, that too, after a lapse of 12 years, and hence, sought for dismissal of the Writ Petition.

4. As far as the learned counsel for the fourth respondent is concerned, he would submit that in terms of Article 62 of the Limitation Act, 1963 the period prescribed for initiation of suit for enforcement of a agreement/contract is 12 years and hence, the only recourse available to the petitioner is to institute a suit for specific performance of a agreement of sale dated 21.03.2013 on behalf of his father, and therefore, prays for appropriate orders in that regard.

5. Heard learned counsel for the petitioner, learned Additional Government Pleader for respondents 1 to 3 and the learned counsel for the fourth respondent and perused the materials available on record, particularly, the counter affidavits of respective respondents.

6. As rightly pointed out by the learned counsel for the official respondents/respondents 1 to 3, the prayer sought for in this Writ Petition



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cannot be entertained, inasmuch as, the sale agreement was entered into between the parties (viz., the petitioner's father and the fourth respondent) in the year 2013, and the same got registered, once, a document is registered, certainly, the respondent-Registering Authority has no power to re-consider the issue once again. Further, the Registering Authority becomes *functus officio*, as such, he is not empowered to re-consider and that apart, the sale deed was of the year 2013, and after a lapse of 12 years, the issue cannot be re-considered; that if at all the petitioner is aggrieved by the registration of the sale deed executed by the fourth respondent, the petitioner has to necessarily agitate the issue before the Civil Court by initiation of suit for specific performance, and hence, prays for dismissal of the Writ Petition.

7. However, as far as the contention of the learned counsel for the contesting respondent/fourth respondent is concerned, whose submission is to the effect that a sale agreement was entered into between the petitioner's father and the fourth respondent and the same was registered on 21.03.2013; that at the time of entering into the said agreement, a sum of Rs.3,00,000/- was paid to the petitioner's father towards advance; that as per the terms of



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the said agreement, the time for performance of the agreement was fixed as two years, i.e. on or before 20.03.2015; that the petitioner's father supposed to have executed the sale agreement within two years, but, the petitioner's father instead of doing so, filed a suit for cancellation of the sale agreement in the year 2021 (suit in O.S.No.22 of 2021) and in the suit proceedings, the petitioner's father failed to produce proof with regard to the pre-payment made, and hence, the suit came to be dismissed and though as against the said dismissal, First Appeal was preferred, the same was also dismissed and thereafter, the petitioner's father died on 10.09.2023, therefore, the only recourse available to the petitioner is to institute a suit for specific performance of the agreement of sale on behalf of his father, since, Article 62 of the Limitation Act prescribes 12 years limitation period, though in terms of Article 54 of the Limitation Act, limitation period of three years for filing suit for specific performance of the agreement of sale or contract got expired and that once the limitation period has expired, automatically, no further action could be initiated by the petitioner as against the fourth respondent, as the same, is legally barred by limitation, this Court is not in a position to accept the said contention of the fourth respondent for the reasons



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discussed infra.

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8. The agreement that was entered into between the fourth respondent and the petitioner's father on 21.03.2013 was with regard to borrowal of money and not towards purchase of a property. In terms of the said agreement, two years period was fixed for performance of the contract. Therefore, if it is the claim of the petitioner that his father repaid the entire loan amount, the petitioner's father ought to have enforced the agreement on or before 23.03.2015 or in the event of non-payment of loan amount, the fourth respondent is supposed to have filed the suit in terms of Article 58 of the Limitation Act, 1963.

9. Thus, when admittedly, both the parties failed to enforce the contract, certainly, no action can be taken, inasmuch as, all legal actions are barred by limitation as far as fourth respondent is concerned, (as the petitioner's father was deceased). Otherwise, if it is the claim of the fourth respondent that the contract was not with regard to borrowal of money and it was only for sale of the property, Article 58 of the Limitation Act would



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apply to the fourth respondent, and in terms of the said provision, the claim of the fourth respondent is barred by limitation. So far as the petitioner is concerned, in terms of Article 62 of the Limitation Act, the recourse that is available to the petitioner is to institute a suit, if he finds that he has rights to initiate against the fourth respondent, and establish the same in the suit. When such being the case, I do not find any merit in the Writ Petition. In the event of any difficulties for the petitioner to proceed against the fourth respondent by instituting a suit for specific performance, as he has no intention to sell the property, he has to agitate his rights before the Civil Court as rightly pointed out by the learned Additional Government Pleader for the Official respondents.

10. With the above observation, the Writ Petition is disposed of. No costs.

27.10.2025

sd

Index : yes/no

Neutral Citation : yes/no

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To

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Krishnan Ramasamy,J.,

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