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W.P.No.42630 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.11.2025

CORAM:

THE HONOURABLE MR. JUSTICE KRISHNAN RAMASAMY

W.P.No.42630 of 2025

Basherunisa Begum

... Petitioner

Vs.

1.The Inspector General of Registration,
No.100, Santhome High Road,
Raja Annamalaipuram, Chennai.

2.The District Registrar,
Dharmapuri, Dharmapuri District.

3.The Joint-1 Sub Registrar,
Dharmapuri,
Dharmapuri District.

... Respondentss

PRAYER: Writ Petitions filed under Article 226 of Constitution of India, for issuance of Writ of Certiorarified Mandamus calling for the records in respect of impugned order – Refusal Number : RFL/Joint-1 Sub Registrar Office, Dharmapuri / 109/2025, dated 15.10.2025, passed by the third respondent herein and quash the same and direct the third respondent to register the General Power of Attorney or Sale Deed in respect of land and building comprised in Vellagoundanpalayam Village Survey No.85/A1A1C1C2A, new Natham Survey No.85/A2, Ward-C, Block-3, T.S.No.4, Dharmapuri Municipality to an extent of 0025 Sq.meter of land (208 ¼ Sq.ft.,) situated at Door No.7 as per municipal Property Tax



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receipt, Door No.13/7, Dharmapuri Town, Pennagarum Main Road, Dharmapuri District and a shop jointly executed by the petitioner and her son Mr.H.Khader Hussaini @ H.Vazeem in favour any third parties.

For Petitioner : Mr.B.Govindaprabhu

For Respondents : Mr.U.Baranidharan,
Special Government Pleader

ORDER

With consent, this Writ Petition is taken up for final disposal at the time of admission itself.

2. This Writ Petition has been filed challenging the Refusal Check Slip dated 15.10.2025 issued by the third respondent herein and to quash the same and consequently, to direct the third respondent to register the General Power of Attorney or Sale Deed executed by the petitioner and her son Mr.H.Khader Hussaini @ H.Vazeem in favour any third parties.

3. The facts of the case, in short, are as follows:-

i) The petitioner is the owner of the subject property situated in Dharmapuri Town, Pennagarum Main Road, Dharmapuri District. The subject property was settled in favour of the petitioner by her husband vide settlement deed dated 29.12.1987, registered as Doc.No.866 of 1988.

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Thereafter, the petitioner's husband unilaterally cancelled the said settlement deed by virtue of cancellation deed dated 01.02.2007 and settled the subject property in favour of his son, viz., Vazeem vide settlement deed dated 13.04.2007. Aggrieved by the same, the petitioner has filed a suit in O.S.No.42 of 2008 for the relief of declaration and injunction.

ii) Pending the said suit, the petitioner's son executed a settlement deed dated 05.03.2015 in favour of his wife, in respect of the above said property. In the meantime, the petitioner's husband passed away on 25.02.2009. Therefore, her son was impleaded as party in the aforesaid suit. The Trial Court, by virtue of judgment and decree dated 29.11.2016, partly decreed the suit and granted the relief of declaration of title over the suit properties. Aggrieved over the same, the petitioner's son filed an Appeal in A.S.No.8 of 2017, which was dismissed on 29.11.2018.

iii) Thereafter, the petitioner's son filed Second Appeal in S.A.No.218 of 2019, before this Court, wherein, a compromise memo was filed and the petitioner has accepted to settle the 'A' schedule" property in favour of her daughter and 'B' schedule property in favour of her son and also to re-pay a sum of Rs.6,00,000/- to the tenant.

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iv) Thereafter, the petitioner and her son decided to sell the subject property, and accordingly, they both jointly executed a General Power of Attorney (POA/sale deed dated 14.10.2025, in favour of Mr.B.Eliyasbasha). However, when the said POA was presented for registration, the third respondent, Registering Authority refused to register the same and issued the impugned Refusal Check Slip dated 15.10.2025. Challenging the such Refusal Check Slip, the petitioner has come forward with the present Writ Petition.

4. Learned counsel for the petitioner would submit that by virtue of the judgments and decrees passed by the Courts below in O.S.No.42 of 2008 and A.S.No.8 of 2017 respectively, the settlement deed executed in favour petitioner's son's wife cannot given effect to; that though the petitioner's son has filed Second Appeal challenging the concurrent judgments of the Courts below, in the said Second Appeal, a compromise memo dated 22.04.2022 was filed by the parties, whereby the petitioner, agreed to settle 'A' schedule property in favour of her daughter and 'B' schedule property in favour of her son and to repay a sum of Rs.6,00,000/- to the tenant; that since the petitioner has no other income to make such repayment, the petitioner along with her son decided to sell

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the property in favour of one Eliyasbasha, and they accordingly, sold the property, and divided the sale proceeds received from such a sale; that however, since the balance amount has to be settled, the petitioner and her son executed a General Power of Attorney in favour of the said Eliyasbasha, however, when the same was presented for registration, the third respondent refused to register the same by virtue of the impugned order.

4.1. It is the contention of the learned counsel for the petitioner that by virtue of the concurrent judgments passed by Courts below and in the light of the judgment passed by this Court in Second Appeal, the settlement deed dated 13.04.2007 executed by the petitioner's husband in favour of his son was not valid, consequently, the settlement made by the petitioner's son in favour of his wife vide the settlement deed dated 05.03.2015 is also not valid. However, the third respondent citing the reasons that the settlement deed executed by the petitioner's son in favour of his wife is in existence and that the petitioner's son has lost his claim over the subject property before the Court of law, neither he nor he along with the petitioner is/are entitled to sell the subject property in favour of any third parties; and that only when the property is settled in favour of

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the son, the settlement deed already executed by the petitioner's son in favour of his wife dated 05.03.2015 will get ratified. Thus, by averring so, the learned counsel prays for setting aside the impugned order, inasmuch as, it is totally insignificant on the part of the third respondent/Registering Authority to trace title over the property, unless and until, any objection is raised by some other parties to register the document.

5. The learned Special Government Pleader appearing for the respondents would submit that the General POA or Sale Deed dated 14.10.2025, which was intended to be executed by the petitioner and her son in favour of one Eliyashasha, is with respect to a property, in respect of which, already a settlement deed was executed by the petitioner's son in favour of his wife dated 05.03.2015 and once the petitioner's son right over the property was transferred in favour of petitioner's son's wife and the petitioner's son having lost his title over the property by virtue of the concurrent judgments passed by the Trial Court, First Appellate Court and that, though this Court vide judgement and decree, disposed of the said Second Appeal preferred challenging the concurrent judgments of the Courts below, unless and until, the petitioner has settles 'B' schedule property in favour of her son Vaseem, as agreed upon by her in terms of

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the Compromise Memo, the settlement deed executed by the petitioner's son in favour of his wife cannot be ratified. Therefore, it is contended that the third respondent has rightly refused to register the General POA/Sale deed dated 14.10.2025, since the alienation of the property is apparent on the face of record.

6. Refuting such contentions, learned counsel for the petitioner would submit that earlier the petitioner intended to execute a settlement deed in favour of his son, however, the respondents refused to register the same, and therefore, it is not fair on their part to refuse to register the present POA/Sale deed, which has been executed by both the petitioner and his son in favour of a third party, viz., Eliyasbasha, citing the existence of the settlement deed made by the petitioner's son in favour of his wife dated 05.03.2015.

7. In reply, learned Special Government Pleader appearing for the respondents would fairly submit that in the event, if any settlement deed is presented by the petitioner for the purpose of registering 'B' schedule property in favour of her son, in compliance with the order passed by this Court in S.A.No.218 of 2019, dated 22.04.2019, the same will be registered by the respondent, Registering Authority, in accordance with

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8. Heard Mr.B.Govindaprabhu, learned counsel appearing for the petitioner and Mr.U.Baranidharan, learned Special Government Pleader, who takes notice on behalf of the respondents and perused the materials available on record.

9. It is an undisputed fact that an Original Suit was filed by the petitioner seeking for the relief of declaration of title over the subject property and for mandatory injunction. The said Suit was partly decreed by the Trial Court by a judgment and decree dated 29.11.2016, whereby, the Court has granted the relief of declaration of title over the subject property and so far as the relief for injunction was concerned, the same was negatived. Against the judgment passed by the Trial Court, the petitioner's son filed First Appeal before the Lower Appellate Court and the same was dismissed vide judgment and decree dated 29.11.2018. Challenging the same, the petitioner's son preferred Second Appeal before this Court and this Court, based on a compromise memo entered into between the parties, (viz. the petitioner and her son) disposed of the Second Appeal in terms of the Compromise Memo.



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10. Thus, the learned Single Judge of this Court, while recording the compromise memo vide judgment dated 10.04.2019, would have certainly taken into consideration the aspect of the settlement deed executed by the petitioner's son on 05.03.2015 to and in favour of his wife. Therefore, unless and otherwise, the petitioner is executing the settlement deed with regard to the said B-schedule property in favour of his son, the settlement deed dated 05.03.2015 which was executed in favour of petitioner's son's wife cannot be ratified and bearing all those aspects in mind, the compromise memo was accepted. However, now, by virtue of the said compromise memo, the actions of the petitioner's son, viz., executing the settlement deed in favour of his wife, was ratified. Under these circumstances only, the respondent had refused to register the POA/sale deed executed by the petitioner and her son. Hence, this Court does not find any fault on the part of the respondent.

11. In view of the above, this Court is inclined to dismiss the present petition. However, the liberty is granted to the petitioner to approach the concerned Civil Court to establish his case.



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12. In the result, this writ petition is dismissed with aforesaid liberty. No costs.

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Index: Yes/No

Internet: Yes/No

Speaking Order/Non-speaking order

To

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No.100, Santhome High Road,
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2.The District Registrar,
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KRISHNAN RAMASAMY, J.

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