

W.A.(MD)No.287 of 2025

WEB COPY

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 13.03.2025

CORAM:

**THE HONOURABLE MRS.JUSTICE J. NISHA BANU
and
THE HONOURABLE MRS.JUSTICE S.SRIMATHY**

W.A(MD)No.287 of 2025

and

C.M.P.(MD)Nos.2057 and 4242 of 2025

K.Chellaiah

... Appellant

Vs.

1.V.Raja

2.The Sub Registrar,
Office of the Sub Registrar,
Thirupparankundram,
Madurai District.

... Respondents

Prayer: Writ Appeal filed under Clause 15 of the Letter Patent against the order of this Court in W.P.(MD)No.2783 of 2025, dated 30.01.2025.

For Appellant :Mr.P.Krishnasamy

For R1 :Mr.K.Sankar

For R2 :Mr.R.Suresh Kumar
Additional Government Pleader



WEB COPY



W.A.(MD)No.287 of 2025

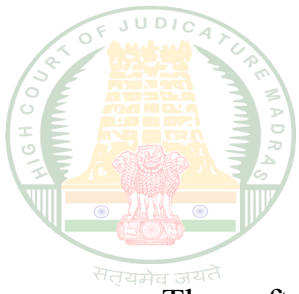
JUDGMENT

(Judgment of the Court was delivered by **S.SRIMATHY, J.**)

The present writ appeal is preferred by the 2nd respondent in the writ petition against the order, dated 30.01.2025, passed in W.P.(MD)No.2783 of 2025.

2. The writ petition was filed for issuance of a Writ of Mandamus, to direct the 1st respondent Sub Registrar to consider and pass orders to remove the entries in encumbrance certificate (agreement deed) Document No.671 of 2024, dated 05.02.2024, in patta No.23811, resurvey No.20/2B situated at Thankankulam Village, Madurai District, based on the petitioner's representation, dated 18.10.2024, within the time limit that may be stipulated by this Court.

3.The writ petitioner V.Raja was the owner of the property comprised in re-survey No.20/2B situated at Thankankulam Village, Madurai District. The writ petitioner and his brother jointly purchased the said property.



W.A.(MD)No.287 of 2025

Thereafter, they intended to sell the subject property and entered into agreement with the 2nd respondent Chellaiah. As per the terms of the agreement, the advance amount was paid and the same was registered in Document No.671 of 2024. However, the 2nd respondent Chellaiah failed to pay the balance sale consideration. Hence, the writ petitioner could not deal with the property because of the entry of the sale agreement. Since the agreement is registered the writ petitioner Raja came up with a petition to remove the said entry.

4. The Writ Court has considered the contention of the writ petitioner and has held since the agreement for sale is a registered document, the entry cannot be removed unless cancellation for agreement for sale or by way of declaration to declare the agreement for sale as null and void by the competent Court. The 2nd respondent in the writ petition namely Chellaiah is not aggrieved over this portion of the order. The Writ Court further held that the pendency of agreement for sale is not an impediment for the writ petitioner to deal with the subject property. The 2nd respondent in the writ petition namely Chellaiah is aggrieved over this portion of the order and has filed the present writ appeal.



W.A.(MD)No.287 of 2025

WEB COPY

5. The contention of the appellant Chellaiah is that he had entered into an agreement for sale and the same was registered in Document No.671 of 2024. The subject property is owned by joint owners which is evident though revenue patta No.23811. He was ready and willing to perform his part of the contract but the contract could not be concluded due to the delay caused by the writ petitioner and the delay is not due to appellant. The said contention cannot be accepted. If at all there is some delay, the appropriate remedy for the appellant is to approach the Civil Court. As on date, no suit is filed by the appellant.

6. The next contention of the appellant is that the Writ Court has allowed the writ petitioner to dispose of the property and the same would result in multiplicity of litigation. Further, it is the writ petitioner who did not come forward to complete the contract and the appellant was ready and willing to perform the contract. The Writ Court ought to have granted opportunity to the appellant. The writ petitioner suppressed the material facts. All these contentions ought to have been raised in a civil suit. Therefore, the said plea of the appellant who is an agreement holder cannot be considered.



W.A.(MD)No.287 of 2025

WEB COPY

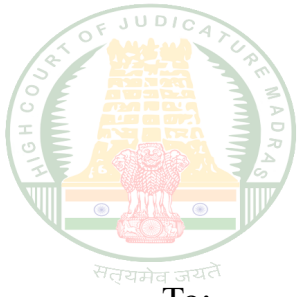
7. The next contention of the appellant is that the observation by the Writ Court that the pendency of the agreement is not an impediment to deal with the subject property would foreclosure his right, further based on this observation, if the writ petitioner registered the sale deed in favour of a 3rd party, the appellant's right and interest over the property would be at peril and the appellant has invested huge money in the said property. All these contentions cannot be accepted for the sole reason that the appellant has not filed any civil suit as on date to enforce his agreement to sale. Hence, the said plea is rejected.

8. For the reasons stated supra, the writ appeal is dismissed, confirming the order passed in the writ petition. No costs. Consequently, connected miscellaneous petitions are closed.

[J.N.B., J.] [S.S.Y., J.]
13.03.2025

Index : Yes / No

Tmg



W.A.(MD)No.287 of 2025

To:
WEB COPY

The Sub Registrar,
Office of the Sub Registrar,
Thirupparankundram,
Madurai District.



WEB COPY



W.A.(MD)No.287 of 2025

J.NISHA BANU, J.

and

S.SRIMATHY, J.

Tmg

W.A(MD)No.287 of 2025

13.03.2025