



W.P.(MD) No.6379 of 2025

BEFORE THE MADURAI BENGH OF MADRAS HIGH COURT

DATED: 16.12.2025

CORAM

THE HONOURABLE MR. JUSTICE KRISHNAN RAMASAMY

W.P.(MD)No.6379 of 2025

and

W.M.P.(MD)No.4692 of 2025

Sakthivel

... Petitioner

Vs.

1.The Inspector General of Registration,
Department of Registration,
Chennai.

2.The District Registrar,
Office of District Registrar,
(Department of Registration),
Theni District.

3.The Sub Registrar,
Andipatti Sub Registration Office,
Andipatti, Theni District.

4.Rethinam

5.Balakrishnan

6.Subburaj

... Respondents



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PRAYER: Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorarified Mandamus, calling for the records relating to the registration of unilateral cancellation of settlement deeds dated 03.12.2012 executed by respondents 4 & 5 herein as Document No.6772/2012 and 6770/2012 respectively which were registered on the file of the third respondent as arbitrary in respect of the petitioner's share in the house property and quash the same and in consequence thereof direct the third respondent to remove the entries pertaining to the same in Book No.1 maintained by the third respondent.

For Petitioner : Mr.K.Neelamegam

For Respondents 1 to 3 : Mr.A.Kannan

Additional Government Pleader

For Respondents 4 & 5 : Mr.M.Karuppasamy Pandian

For Respondent No.6 : Mr.S.Karthick Ramkumar

ORDER

This Writ Petition has been filed seeking to quash the registration of unilateral cancellation of settlement deeds dated 03.12.2012 executed by respondents 4 & 5 herein as Document No.6772/2012 and 6770/2012 respectively, which were registered



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on the file of the third respondent in respect of the petitioner's share in the house property and for a consequential direction to the third respondent to remove the entries pertaining to the same in Book No.1 maintained by the third respondent.

2.Learned Counsel for the petitioner would submit that the respondents 4 to 6 are the brothers of the petitioner. It is also submitted that the fourth and fifth respondents have executed gift settlement deeds dated 01.04.2010 in favour of the petitioner. However, subsequently it was cancelled by the fourth and fifth respondents unilaterally by virtue of cancellation of gift settlement deed dated 03.12.2012. Further, on the same day ie., on 03.12.2012, the respondents 4 & 5 have independently executed gift settlement deeds in favour of the sixth respondent.

3.Learned Counsel for the petitioner submitted that once a gift settlement deed is made, the same cannot be cancelled unilaterally and it is a settled proposition of law. Hence, the petitioner has come up with the present Writ Petition, though he has already filed a suit.

4.However, learned Counsel appearing for the contesting sixth respondent would submit that in the present case, already the



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petitioner has filed a suit for recovery of possession and cancellation of the settlement deed. Hence, the petitioner cannot re-agitate the issue before this Court.

5.In reply, learned Counsel for the petitioner would submit that the suit for cancellation of settlement deed and recovery of possession came to be withdrawn. Therefore, the law laid down by the Full Bench of this Court in ***W.P.(MD)Nos.6889 of 2020 etc., batch, dated 02.09.2022***, which states that unilateral cancellation of a sale deed or a deed of conveyance is void, will squarely apply to the present case and prays for appropriate orders.

6.Heard the learned Counsel for the parties and perused the materials available on record.

7.In the present case, it is an admitted fact that the respondents 4 & 5 have executed gift settlement deeds in favour of the petitioner on 01.04.2010 and thereafter, cancelled the same unilaterally on 03.12.2012. The issue pertaining to unilateral cancellation of the deeds has been extensively dealt with by the Full Bench of this Court in ***W.P.(MD)Nos.6889 of 2020 etc., batch, dated 02.09.2022***, wherein the Full Bench has arrived at a conclusion that the unilateral cancellation is impermissible.



Therefore, the issue on hand is no more *res integra*. The relevant portion of the Full Bench decision is extracted hereunder:

“44.From the discussions and conclusions we have reached above with reference to various provisions of Statutes and precedents, we reiterate the dictum of Hon'ble Supreme Court in Thota Ganga Laxmi and Ors. vs. Government of Andhra Pradesh & Ors. reported in (2010) 15 SCC 207 and the Full Bench of this Court in Latif Estate Line India Ltd., case, reported in AIR 2011 (Mad) 66 and inclined to follow the judgment of three member Bench of Hon'ble Supreme Court in Veena Singh's case reported in (2022) 7 SC 1 and the judgment of two member Bench of Hon'ble Supreme Court in Asset Reconstruction Company (India) Ltd., case, reported in 2022 SCC On-line SC 544 for the following propositions:

a)A sale deed or a deed of conveyance other than testamentary dispositions which is executed and registered cannot be unilaterally cancelled.

b)Such unilateral cancellation of sale deed or a deed of conveyance is wholly void and non est and does not operate to execute, assign, limit or extinguish any right, title or interest in the property.



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c)Such unilateral cancellation of sale deed or deed of conveyance cannot be accepted for registration.

d)The transferee or any one claiming under him or her need not approach the civil Court and a Writ Petition is maintainable to challenge or nullify the registration.

e)However, an absolute deed of sale or deed of conveyance which is duly executed by the transferor may be cancelled by the Civil Court at the instance of transferor as contemplated under Section 31 of Specific Relief Act.

f)As regards gift or settlement deed, a deed of revocation or cancellation is permissible only in a case which fall under Section 126 of Transfer of Property Act, and the Registering Authority can accept the deed of cancellation of gift for registration subject to the conditions specified in para 42 of this judgment.

g)The legal principles above stated by us cannot be applied to cancellation of Wills or power of attorney deed which are revocable and not coupled with interest."

8.In view of the law laid down by the Full Bench of this Court that unilateral cancellation is impermissible and that the



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authorities cannot accept any documents for the purpose of cancellation to nullify the deed of conveyance made earlier, the execution of the cancellation deed unilaterally in the present case on 03.12.2012 is null and void and therefore, the said cancellation of settlement deeds dated 03.12.2012 is set aside and the consequent deeds, if any, executed subsequent to the cancellation deed including the gift deed executed in favour of the sixth respondent by the respondents 4 & 5 and any other alienations are null and void. The third respondent is therefore, directed to remove the subsequent entries in Book No.1 maintained by them.

9.Accordingly, this Writ Petition stands allowed. There shall be no order as to costs. Consequently, the connected miscellaneous petition is closed.

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Index: Yes/No

Internet: Yes/No

Neutral Citation: Yes/No

MR



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To

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Department of Registration,
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(Department of Registration),
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KRISHNAN RAMASAMY, J.

MR

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