BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

RESERVED ON: 02.07.2025

PRONOUNCED ON: 19.08.2025

CORAM:

THE HONOURABLE MRS.JUSTICE S.SRIMATHY

W.P(MD)No.8998 of 2025
and
W.M.P.(MD)No. 6723 of 2025

Jayanth Rhenius ... Petitioner

Vs.

1. The District Registrar,
Registration Department,
Tirunelveli District,
Tirunelveli.

2. The Sub Registrar,
Palayamkottai Sub-Registration Office,
Tirunelveli District.

3. B.Dhanasingh
4. Sony ...Respondents

PRAYER : Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Certiorarified Mandamus, to call for the records of the 2nd respondent culminated in the sale deeds dated 15.07.2024 registered vide Document No. 4621 of 2024 and Document No. 4622 of 2024, executed by the 3rd respondent as agent on behalf of the petitioner being his principal in favor of the 4th respondent concerning the properties ion Survey No. 287/3B and Town S.No. 3/5, measuring to extent of 60.13 cents and 40 cents situated at Vijayaragava Mudaliar Chathram, Palayamkottai Taluk, Tirunelveli district and to quash the same, consequently direct the 2nd respondent to remove the entry made in Document No.4621 of 2024and Document No.4622 of 2024 in the register and the encumbrance certificates.

For Petitioner	: Mr.Janarthanan for Mr.G.Ramanathan
For R1 & R2	: Mr.S.Saji Bino Special Government Pleader
For R3	: Mr.V.Mukunth Senior Counsel for Mr.V.Nirmal Kumar
For R4	: G.Prabhu RajaDurai for Mrs.H.Jasima Yasmin

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ORDER

The present Writ Petition has been filed for the issuance of a Writ of Certiorarified Mandamus, to quash the sale deeds dated 15.07.2024 registered vide Document No. 4621 of 2024 and Document No. 4622 of 2024, executed by the 3rd respondent as agent on behalf of the petitioner being his principal in favor of the 4th respondent consequently, to direct the 2nd respondent to remove the entry made in Document No.4621 of 2024 and Document No.4622 of 2024 in the register and the encumbrance certificate.

2.1. The brief facts as stated in the affidavit are that the property comprised in Re-Survey No. 287/3, T.S.No.3/28 admeasuring 65.50 Cents & T.S.No.3/4 admeasuring 1 Acre 31 Cents totaling an extent 1 Acre 96.50 Cents situated at Vijayaragava Mudaliar Chathram Village, Palayamkottai Taluk, Tirunelveli District along with other larger extent of properties was originally owned by Sir David Muthiah Devadoss. He settled his properties in favor of his daughter Miss Pearl alias Muthamma Devadoss and son Mr. Samuel Srinivasagam Muthukrishnan Devadoss through a registered settlement deed dated 01.09.1949 registered as Document No. 2958 of 1949. Subsequently, the said Miss Pearl alias Muthamma Devadoss and the above said Sir David Muthiah Devadoss died leaving behind a Will dated 22.09.1949 and also a Codicil dated 23.08.1952 which was duly probated on the file of the High Court of Judicature at Madras in O.P. No. 178 of 1958. Thereafter the son Mr. Samuel Srinivasagam Muthukrishnan Devadoss died intestate on 02.06.1996, hence on his demise the properties devolved upon his sister's husband Raja Rhenius (petitioner's father) and her son, the petitioner herein as the only surviving legal heirs and the petitioner was in absolute possession and enjoyment of it. In order to perfect their title, the petitioner and his father have obtained Letters of Administration from the Hon'ble Madras High Court in O.P. No.515 of 1996.

2.2. The petitioner's father Raja Rhenius died on 05.09.2010 leaving behind the petitioner as his only son, thus the petitioner became the sole and absolute owner of the aforesaid properties and the revenue records are mutated in his favor. As the petitioner was not in a position to personally deal with sale or developing his property, the petitioner has appointed the 3rd respondent herein as his Power Agent through Power of Attorney Deed in Document No. 1066 of 2010 on 16.11.2010. As the Agent, the 3rd respondent entered into a sale agreement with one Ezhanchezian, who is the husband of the 4th respondent vide Document No. 5341 of 2014 dated 24.11.2014. At this juncture, the 3rd respondent without his authority and approval, through forged life certificate which ought to be duly signed by the petitioner, executed two sale deeds vide Document Nos. 4621 & 4622 of 2024 on 15.07.2024 in favour of the 4th respondent concerning the property in New Survey No 287/38 further in New Town S.No.3/5 measuring to extent of 60.13 Cents & 40 Cents and the same were registered by the 2nd respondent without proper verification of the documents. As soon as the petitioner became aware about the execution of the said sale deeds being made with a forged life certificate, the petitioner sent a notice to the 3rd respondent regarding his intention of cancelling the General Power of Attorney. And subsequently, the petitioner executed a deed for cancellation of General Power of Attorney vide registered Document No. 155 of 2024 on 03.08 2024 thereby revoking his power as Agent. He further made a criminal complaint against the 3rd respondent and 4th respondent and the City Crime Branch Police, Tirunelveli, registered the FIR in Crime No.12 of 2024. The 3rd respondent apprehending arrest filed an anticipatory bail before the Madurai Bench of Madras High Court in CRL.O.P. No 13007 of 2024.

2.3 The anticipatory bail was granted with several conditions. The Court further directed the Investigating Officer to take the specimen signatures of the concerning parties and present the same to the Forensic Lab Department along with the disputed life certificate to verify its genuineness. The Court also held the anticipatory bail will be cancelled if it is proved that the signature is forged by the 3rd respondent. When the forensic report held the signature is forged, the petitioner filed for cancellation of the anticipatory bail issued in favor of the 3rd respondent in CRL.M.P.No.11490 of 2024 in CRL.OP.No.13007 of 2024. The Court has allowed the petition thereby cancelled the anticipatory bail granted to the 3rd respondent. Aggrieved over, the 3rd respondent filed SLP(Cr)No. 16659/2024 before the Apex Court and the same was dismissed. The 3rd respondent deliberately forged the life certificate which ought to be signed by the petitioner for execution of sale deed on behalf of him based on the power deed and the same is proved through the forensic report which held the signature affixed in the life certificate does not belong to the petitioner. The 3rd respondent under the power of attorney with the forged life certificate have presented the sale documents for registration before the 2nd respondent without prior permission or consent of the petitioner being his principal. The said registration done by the 2nd respondent without proper verification or examination of the documents as per the provisions and rules under the Registration Act, 1908 is ought to be invalid. The 2nd respondent is bound under Sections 32 to 35 of the Registration Act to examine the documents presented for registration along with its contents and further to conduct an enquiry or verification of the same before registration. The 2nd respondent herein defaulted in examining the documents especially when it is presented by the 3rd respondent who is an agent acting on behalf of another. The registering authority is bound to verify valid authorization from his principal. The 2nd respondent ought to have refused to register the sale deeds which were executed on the basis of the forged life certificate and power deed. But the 2nd respondent has registered the same, which is against the prescribed law and liable to be cancelled. Hence, this Writ Petition is filed.

3.1 The 2nd respondent has filed a counter affidavit wherein it is stated that the documents in question, namely Sale Deed Nos. 4621 and 4622 of 2024 dated 15.07.2024, were presented for registration by the 3rd respondent claiming to be the duly authorized power agent of the petitioner under the registered Power of Attorney bearing Document No.1066 of 2010 dated 16.11.2010. At the time of presentation of the said sale deeds, the documents were found to be complete in all respects and accompanied by necessary enclosures including the life certificate purportedly signed by the principal. The registration process was carried out strictly in accordance with the provisions of the Registration Act and Rules. The registering officer has no authority or means to verify the authenticity of signatures or to conduct forensic analysis unless any irregularity is apparent on the face of the document. No objection or caveat was recorded against the said registration on the date of execution or registration. Further the power of attorney was valid and subsisting on the date of execution and registration of the sale deeds and the office had no prior intimation of its cancellation. The cancellation of the power of attorney (Document No.155 of 2024 dated 03.08.2024) was registered only after the said sale deeds were already registered on 15.07.2024. Therefore, the registering authority had no legal reason to reject or withhold the registration at that time.

3.2. The function of the registering officer under the Registration Act is primarily administrative and limited to verifying whether the document is presented by a competent person, executed properly, and is accompanied by necessary statutory documents. The alleged forgery or fabrication of life certificate can only be determined by competent authorities in criminal proceedings or civil courts upon proper adjudication and evidence, and not by the registering authority. Further the registering authority has no power to cancel a document once it is registered, except in accordance with law or by orders by Courts. Hence, the prayer to set aside the sale deeds and to direct removal of entries from the register and encumbrance certificates cannot be granted merely on the basis of allegations unless adjudicated upon and proved in a proper legal forum. The registering officer has acted in good faith and without any mala fide intention. The writ petition is not maintainable against the 2nd respondent. Hence, the 2nd respondent prayed to dismiss the writ petition.

4.1 The 3rd respondent had filed counter wherein it is stated that the 3rd respondent had presented suit before Principal District Munsif Court, Tirunelveli inter alia praying for mandatory injunction to direct the petitioner to receive the sale consideration of Rs.4,95,65,000/- and the same has not been numbered, but posted for hearing on 13.06.2025. The 3rd respondent is ready and willing to pay the said amount which was received as power agent. The dispute is between the Jayanth Rhenius (writ petitioner), one Mr. Dhanapal, Mr. Ezhancheziyan and Sony (the 4th respondent), hence there is no gain or interest to the 3rd respondent, who is only a formal party. The petitioner has not placed all and every necessary fact before the Court and has suppressed the facts which are necessary for the proper and effective adjudication. Mr.Jayanth Rhenius, the petitioner herein and Mr.Dhanapal, Mr.Ezhancheziyan (the husband of the 4th respondent) are friends. The 3rd respondent Dhanasingh is the Mr.Dhanapal's wife's brother who has been chosen for namesake to make transaction. The 3rd respondent was brought into the present transaction as power of attorney by Mr.Dhanapal, Mr.Ezhancheziyan who are friends and having several transactions with an ulterior mode and malafide motive with an intention to fraud the 3rd respondent in the present transaction, the 3rd respondent has not gained even a single penny, but on the other hand

Mr.Dhanapal and Mr.Ezhancheziyan who are persons benefited in all the transactions, which is behind the picture.

4.2. The power of attorney was registered in Doc No.1066 of 2010, thereafter registered sale agreement entered into between Mr.Ezhancheziyan and 3rd respondent in Doc.No.5343 of 2014, then sale was executed in favour of Mr.Ezhancheziyan in Doc.No.1591 of 2018 to an extent of 21 cents, again another sale deed in Doc.No.6422 of 2018 was executed in favour of Mr.Ezhancheziyan and his brother Mr.Ezhilmurugan to an extent of 30.87 cents. Then as per the direction of Mr.Dhanapal executed a sale deed in Doc.No.6404 of 2021 to an of 44.88 cents to Mr.Exhancheziyan. The above documents were executed during the time gap of 11 years and the petitioner is not having any grievance about it and these facts are essential which are suppressed by the petitioner. Further the life certificates attached with the above sale deed were not signed by the writ petitioner and the same was brought only by Mr.Dhanapal, Mr.Ezhancheziyan and Mr.Shahul Hameed, but these documents were never disputed by the petitioner. The said Mr.Dhanapal and Mr.Ezhancheziyan had their fruits in these matters. The petitioner had not disputed the above sale deeds, but the entire writ petition revolves around only in Doc.No.4621 and Doc.No.4622 of 2024 executed by the 3rd respondent in the capacity of power agent. Further the life certificate was brought by the said Mr.Dhanapal and Mr.Ezhancheziyan alone, believing the same the 3rd respondent had executed the sale deed in the capacity of power agent. These facts would be clear in the criminal proceedings. But the said Mr.Dhanapal and Mr.Ezhancheziyan had colluded with each other and had failed to pay the sale consideration amount received in the previous sale deed as agreed to the petitioner. At the same time Mr.Dhanapal and Mr.Ezhancheziyan had saved themselves from the criminal prosecution by pointing the accusing finger towards the 3rd respondent by giving criminal complaint by themselves.

4.3. The petitioner filed cancellation of bail against 4th respondent and her husband, in which a detailed report dated 27.01.2025 was filed by Inspector of Police, City Crime Branch, Tirunelveli City, which is relevant and pertinent to decide the present issue. They said Mr. Dhanapal has posted himself as petitioner who is the principal owner of the property and has obtained the life certificate even in the previous sale date which is evident from the statement made by Dr. C. Jayachandran. The said doctor also states the petitioner never appeared before Dr. C. Jayachandran, Dr. Natarajan and Mr. Tamil Haasan, which makes it clear that petitioner permitted Mr. Dhanapal to make a signature in the life certificate and to act on his behalf. Hence, the 3rd respondent has no role whatsoever in getting the live certificate and the same has to be pointed out only against the said Mr.Dhanapal, Mr.Ezhancheziyan and Mr.Shahul Hameed. The above transaction clearly show an act of connivance between the petitioner and Mr.Dhanapal. The petitioner after sensing the raise in price had objected for the present sale deed alone and has not objected for the other sale deeds executed previously. Hence a thorough investigation ought to be carried out involving the other sale deeds also. If only this transaction alone is investigated then truth would not come out, hence the 3rd respondent prayed to dismiss the present writ petition and insisted to do thorough investigation.

5. Through an interim order this Court directed the 3rd respondent to deposit the alleged sale consideration of Rs.4,95,65,000/- in Indian Bank attached to the High Court Branch and the same is deposited.

6. After hearing the rival submissions of both sides, this Court has given its anxious consideration. It is admitted by all the parties that the petitioner had executed power of attorney deed dated 16.11.2010 in favour of 3rd respondent and the same is not coupled with interest.

7. The contention of the petitioner is that the 3rd respondent as power agent had executed sale agreement dated 24.11.2014, wherein it is agreed to execute the sale deed after the revenue records are mutated in the name of the principal. Then a sale agreement was entered into on 24.11.2014. Then the present sale deed in Doc.No.4621 and 4622 of 2024 was executed. While executing the

sale deed the 3rd respondent had produced life certificate, but the petitioner has not signed the same, which is forged one. The fact of forgery is confirmed by the forensic report filed in anticipatory bail proceedings. Hence the contention of the petitioner is that the sale deed was executed based on forged life certificate, hence the sale deed ought to be cancelled. But this fact is disputed by the 3rd respondent, who had stated that the life certificate with affixed signature was brought by Mr.Dhanapal and in the report is stated the same is prepared by one Mr.Shahul Hameed. Therefore the 3rd respondent is no way connected with the same. After hearing the submissions this Court is of the considered opinion the question is not who prepared or who is at fault. The 3rd respondent may be right that he had not prepared the life certificate or he had not affixed the signature of the petitioner. But the fact remains that the life certificate is not signed by the principal, which means is evident from the forensic report and the same is forged. If forged then the sale is liable to be set aside.

8. However, the respondents had raised a plea that the purpose of life certificate is to ensure that the principal is alive. Now it is clear that the principal is alive. In such circumstances, the power of attorney was in force when the sale deed was executed, hence the sale deed cannot be set aside. For the same the respondents have relied on the order dated 21.02.2025 passed in W.P.4780, 4782 & 4784 of 2025 in the case of ***M/s.Arihabt Foundations and Housing Limited***

Vs. the State of Tamil Nadu and others, wherein it is held as under:

> *"8.In the considered view of this Court, the very insistence of a life certificate is only to ensure that the principal who executed the power is alive. The scope of the life certificate cannot go beyond this. If the principal wants to prevent the agent from dealing with the property pursuant to the power of attorney executed in his favour, the principal has to cancel the power or the principal must approach the competent Court and workout the remedy. If the power of attorney document stands good and inspite of the same, the principal refuses to issue life certificate due to some dispute , that virtually prevents the agent from acting upon the power of attorney document. This is more so in a case where the agency is couple with interest. Such a scenario was never contemplated when the Circular was issued insisting for a life certificate.* ***This Circular does not have anything to do with an inter se dispute between the principal and the agent and this Circular confines itself to find out if the principal is alive on the date of presentation of the document by the agent****.*
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> *9.In view of the above, I am inclined to follow the earlier order passed in Ozone Homes Primate limited referred supra. Considering the peculiar facts of this case where the principal had attempted to cancel the power of attorney document and the same was injuncted by this Court in the pending application in OA.No.989 of 2024, it is quite clear that respondents 5 to 7 are very much alive. Therefore, insisting for a life certificate in such a scenario will defeat the very purpose for which such a Circular was issued by the IG of Registration."*

After perusing the aforesaid order this Court is of the considered opinion that the said order is not applicable to the present case, since in the aforesaid case the principal refused to issue life certificate and there is an injunction against the principal for cancelling the power of attorney. However, this Court is afraid whether there can be any injunction from cancelling the power of attorney, since the provisions allow the principal to cancel the power impliedly also. May that as it be, the issuance of life certificate was made mandatory through Circular issued by the Registration Department and the said circular was upheld by the Courts. The object of the Circular may be to ascertain whether the principal is alive and whether the POA was still subsisting. But while implementing the said Circular it is mandatory to obtain signature of the principal in the life certificate and this would give a genuine expectation to the principal that the agent would come back for getting signature in life certificate and there would not be chance of committing fraud. Hence the interpretation held in the order stated supra is "narrow interpretation". The impact of the said Circular ought to be considered by assigning "purposive interpretation". Hence, based on the above circular if the interest of the principal is protected against fraud and if the principal is claiming such protection against fraud, then the same ought to granted to the principal / the petitioner herein. In the present case, the counter of the 3rd respondent and the forensic report confirms that the petitioner had not affixed the signature in the life certificate issued for the present Doc.No.4621 and 4622 of 2024 and the same amount to fraud. Fraud vitiates everything. Therefore, the petitioner is entitled to relief.

9. It is seen from the facts that the petitioner had mutated the revenue records from the name of the grandfather namely Muthu Krishna Devadoss to the petitioner's name Jayanth Rhenius son of Raja Rhenius which is evident from the proceedings dated 12.12.2017 of the Tirunelveli Corporation. Thereafter based on the POA, the 3rd respondent had executed two sale deeds one on 19.04.2018 and another on 13.12.2018. While executing the said two sale deeds also, the signature from the petitioner was not obtained, which has been categorically stated by the 3rd respondent in his counter affidavit. If in the earlier two life certificates also the signature of the petitioner was not obtained, this is Court is of the considered opinion that serious crime is committed by Mr.Dhanapal, Mr.Ezhancheziyan, Mr.Shahul Hameed and the 3rd and 4th respondents herein. In such circumstances, the sale deed executed and registered in Doc.No.4621 and 4622 of 2024 ought to set aside.

10. The next contention of the petitioner is that the registering officer is bound to ascertain the genuineness of the life certificate, but the registering officer had failed to do so. But the contention of the registering officer is that the registering officer has no authority or means to verify the authenticity of signatures or to conduct forensic analysis unless any irregularity is apparent on the face of the document. This Court is of the considered opinion that such

contention of the registering officer cannot be accepted. The object of the life certificate is to ascertain whether the principal is alive and whether the principal had signed the life certificate. The registering officer ought to ascertain by comparing the signature with that of the power of attorney deed. One of the primary and vital duty of the registering officer is to ascertain the identity of the parties. Therefore, the registering officer ought to have ascertain whether the principal had signed the life certificate. In fact, the concept of producing life certificate itself is to ascertain the principal is alive, whether the power of attorney deed is still subsisting. Therefore, the contention of the registering officer the he is not having any power to ascertain is rejected.

11. It is pertinent to state that in the present case, the power deed was executed in the year 2010 and after the lapse of eight years the sale deed was executed in the year 2018 and when the same was executed the principal had not affixed his signature. When it came to the knowledge of the petitioner regarding the 2024 sale deed, which came to his knowledge nearly after 17 days of its execution, that the sale deed was executed without obtaining the petitioner's signature, immediately the petitioner had issued notice dated 02.08.2024 to terminate the power of attorney. Also executed deed of cancellation of power of attorney on 03.08.2024. Then preferred complaint, FIR was registered on 05.08.2024 in Crime No.12 of 2024. The 3rd respondent preferred anticipatory

bail, which was granted on condition that the signatures ought to be verified. On verification the forensic report stated that the signature affixed in the life certificate does not belong to the petitioner. Based on the same anticipatory bail was cancelled. In such circumstances, the sale deed ought to be declared as fraudulently executed. Consequently, the same ought to be set aside, accordingly set aside.

12. However, the above observations are made to the issue raised in the present writ petition. Since in criminal proceedings the specific overt act of each individual ought to dealt with, the above observations may not be referred while dealing with the criminal proceedings.

13. Since the sale deed is set aside by this order, the sale consideration amount of Rs.4,95,65,000/-, which was deposited as per the interim direction, shall be withdrawn by the 3rd respondent and repay the same to the 4th respondent.

14. For the reasons stated supra, the Writ Petition is allowed as prayed for. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

19.08.2025

Internet : Yes
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To:

1. The District Registrar,
   Registration Department,
   Tirunelveli District,
   Tirunelveli.

2. The Sub Registrar,
   Palayamkottai Sub-Registration Office,
   Tirunelveli District.

S.SRIMATHY, J.

Tmg

ORDER MADE IN
W.P(MD)No.8998 of 2025

DATED : 19.08.2025