



W.P.(MD).No.12688 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 29.04.2025

CORAM

**THE HON'BLE MR.JUSTICE V.LAKSHMINARAYANAN**

W.P.(MD).No.12688 of 2025

Muthukumar

.. Petitioner

Vs.

1.The Sub-Registrar,  
Nanguneri Sub-Registrar Office,  
Tirunelveli District.

2.D.Kumar

.. Respondents

**PRAYER:** Writ Petition filed under Article 226 of the Constitution of India to issue a writ of Certiorarified Mandamus, calling for the records relating to the impugned refusal check slip No.RFL/Nanguneri/26/2025 dated 16.04.2025 of the 1<sup>st</sup> respondent and quash the same as illegal and consequently, directing the 1<sup>st</sup> respondent to register the document presented by the petitioner for registration within the period that may be stipulated by this Court.

For Petitioner : Mr.V.G.Vallarasu Chezhiyan

For R-1 : Mr.N.Ramesh Arumugam  
Government Advocate

**ORDER**

This Writ Petition is filed challenging the impugned refusal check slip No.RFL/Nanguneri/26/2025 dated 16.04.2025 of the first respondent and



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consequently, to direct the first respondent to register the document presented by the petitioner for registration within the period that may be stipulated by this Court.

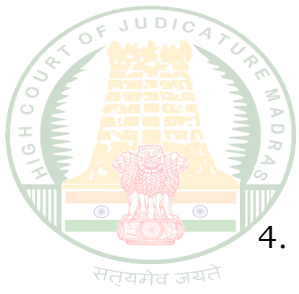
2. The claim of the petitioner is that the property situated in Survey No.67/2 at Eraippuvari Village, Nanguneri Taluk, Tirunelveli District belonged to him. He had obtained the same by way of a settlement deed executed by his wife on 14.03.2023 in Document No.597/2023. Subsequently, the petitioner entered into an agreement of sale with the second respondent and registered the same on 24.03.2023 in Document No.613/2023.

3. The petitioner states that the second respondent did not come forward to execute the sale agreement. Hence, he decided to execute a settlement deed in favour of his wife Esakkiammal and presented the document for registration on 16.04.2025. The first respondent refused to register the same on two grounds:

(i) The encumbrance certificate reflects a registered agreement of sale in favour of the second respondent; and

(ii) Appropriate stamp duty had not been paid.

Challenging the same, the present Writ Petition.



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4. I heard Mr.V.G.Vallarasu Chezhiyan for the petitioner and Mr.N.Ramesh Arumugam, learned Government Advocate for the first respondent.

5. The first reason, namely, the existence of an agreement of sale as a bar for registration is unknown either to the Transfer of Property Act or to the Registration Act. Under Section 54 of the Transfer of Property Act, an agreement of sale does not confer any right over the immovable property. It gives a right to the agreement holder to convert the sale agreement into a sale deed. In case, the other agreement holder refuses, the option for the person claiming benefit under the document is to file a suit for specific performance of a contract of sale. In the event of such suit being presented, the agreement holder is always entitled to implead the subsequent purchaser and proceed further. Therefore, the first ground of rejection is untenable.

6. Insofar as the second ground is concerned, Mr.Vallarasu Chezhiyan states that his client will pay the appropriate stamp duty and registration charges.

7. In the light of the above discussion, the impugned order is quashed. There shall be a direction to the first respondent to register the settlement deed, if it is otherwise in compliance with the requirements under the



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Registration Act.

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8. Accordingly, the Writ Petition stands allowed. There shall be no order as to costs.

**29.04.2025**

NCC : Yes / No  
Index : Yes / No  
Internet : Yes / No  
Lm

To  
The Sub-Registrar,  
Nanguneri Sub-Registrar Office,  
Tirunelveli District.



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**V.LAKSHMINARAYANAN,J.**

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