



W.P(MD)No.14978 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 02.01.2025

CORAM

THE HONOURABLE MR.JUSTICE G.K.ILANTHIRAIYAN

W.P(MD)No.14978 of 2023

S.Balamurali

... Petitioner

Vs

1.The No.II Joint Sub Registrar,
Karaikudi.

2.R.Damayanthi
3.Ramalingam

... Respondents

PRAYER: Writ Petition filed under Article 226 of Constitution of India, to issue a Writ of Certiorarified Mandamus call for the records relating to the impugned order of the first respondent dated 26.04.2023 in Kurippanai No.6/2023 and quash the same and consequently directing the first respondent herein to register the document styled as Deed of Inam settlement executed in favour of the petitioner's wife Smt.Rajeswari dated 24.04.2023.

For Petitioner : Mr.R.Sundar Srinivasan

For R – 1 : Mr.D.Sadiq Raja
Additional Government Pleader

For RR 2 & 3 : Mr.C.Venkatesh Kumar
for M/s.Ajmal Associates



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ORDER

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This Writ Petition has been filed by the petitioner challenging the refusal check slip issued by the first respondent dated 26.04.2023 thereby refusing to register the settlement deed executed by the petitioner on the ground that the settlement deed which was already executed by the second respondent in favour of the petitioner was cancelled by the cancellation of settlement deed vide Document No.9019 of 2010 and as such, the petitioner had no title over the property to execute any deed of conveyance.

2.Heard the learned counsel appearing on either side and perused the materials placed before this Court.

3.The properties comprised in Survey No. 1/1A1B1A1A2A1A1A1A to an extent of 202.80 sq. meter situated at Sekkalaikottai Village, Sankarapuram Panchayat, Sakkottai Union, Karaikudi Taluk, Sivagangai District, Survey No. 1/1A1B1A1A2A1A1A1A to an extent of 202.34 sq. meter situated at Sekkalaikottai Village, Sankarapuram Panchayat, Sakkottai Union, Karaikudi Taluk, Sivagangai District and Plot Nos.8B and 9B situated



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at Karaikudi Municipal Town, Karaikudi were purchased by the second respondent through the income of the petitioner herein.

When the petitioner was in abroad, he had sent money to the second respondent to invest the same in the properties. Thereafter, the second respondent had executed an irrevocable deed of inam settlement dated 25.11.2009 registered vide Document No.6769 of 2009 in favour of the petitioner. The petitioner is in possession and enjoyment of the subject property and all the revenue records mutated in his name. In fact, the petitioner has also availed loan from the State Bank of India, Karaikudi Branch by depositing the title deeds by way of a Memorandum of Deposit of Title deed dated 10.01.2022. In turn, the petitioner had executed a settlement deed in favour of his wife in respect of the subject property on 24.04.2023 and presented for registration. However, the second respondent refused to register the same on the ground that already the settlement deed which was executed in favour of the petitioner had been cancelled by the second respondent by the cancellation of the settlement deed vide Document No.9019 of 2010. Subsequently, the second respondent had executed a settlement deed in favour of her husband vide Document No.9020 of 2010.



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4.The learned counsel appearing for the petitioner would submit that the deed of settlement deed cannot be unilaterally cancelled and as such, the registration of a deed of cancellation of settlement deed is non-est in the eye of law and it is invalid. Therefore, it is not binding upon the petitioner. In support of his contention, he relied upon the judgments of this Court.

5.The learned counsel appearing for the respondents 2 and 3 would submit that the settlement deed was executed in favour of the petitioner on condition that he shall pay the sale consideration within a period of one year from the date of the execution of the settlement deed dated 25.11.2009. However, within a period of one year, the petitioner did not pay the sale consideration and as such, after oral notice to the petitioner, the second respondent executed cancellation of the settlement deed registered vide Document No.9019 of 2010. Therefore, it is valid in the eye of law.

6.The learned Additional Government Pleader appearing for the first respondent would submit that on the date of execution of the settlement deed by the petitioner in favour of his wife on



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24.04.2023, the petitioner had no title over the subject property.

Therefore, the first respondent rightly refused to register the settlement deed which was presented for registration.

7.The Full Bench of this Court in **Sasikala Vs. The Revenue Divisional Officer cum Sub-Collector, Devakottai** reported in **AIR 2022 Mad 323** and this Court in the case of **N.C.Jayashree Vs. The Inspector General of Registration in W.P.No.9007 of 2024, dated 05.04.2024**, held as follows:

“5. Heard both sides and perused the materials placed on record. Though the registration of the document would not fall within the ambit of Sections 22-A or 22-B of the Registration Act and 77-A of the said Act, the fact remains that the very unilateral cancellation itself is prohibited under law, in fact, a circular dated 05.10.2007 issued by the Registration Department was already in vogue. The said circular was issued to all by the Deputy Inspector Generals of Registration, District Registrars and Sub Registrar directing them that the deed of cancellation should bear the signature of both the vendor and purchaser. Though that relate to the sale deed, the settlement is also the transfer of the property, in presenti like a sale deed. When the circular in this regard require both parties signature, the Sub-Registrar at the time of entertaining the document for unilateral cancellation ought to have rejected the said document. The same is not done in this case.”



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Thus, it is clear that the cancellation was made by means of a unilateral registration of the document by one party to the document alone is not valid in the eye of law and it will not bind on the party who was settled originally.

8. Therefore, the petitioner herein can very well deal with the subject property. Further, the Hon'ble Supreme Court of India also repeatedly held that a sale deed or a deed of conveyance other than testamentary dispositions which is executed and registered cannot be unilaterally cancelled. Such unilateral cancellation of a 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. Further, such unilateral cancellation of a sale deed or deed of conveyance cannot be accepted for registration. The transferee or anyone claiming under him or her need not approach the civil Court and a Writ Petition is maintainable to challenge or nullify the registration. Therefore, the petitioner need not challenge the unilateral cancellation of the settlement deed vide Document No.9019 of 2010, since it is non-est in the eye of law and it does not operate to execute, assign, limit or extinguish any right, title or interest in the property. Therefore, the subsequent execution of the settlement deed in favour of the third respondent registered vide Document No.



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9020 of 2010 also became invalid, since the second respondent had no title over the property to execute the settlement deed in favour of her husband, namely the third respondent herein.

9.In view of the above, the first respondent ought not to have refused to register the settlement deed which was executed and presented for registration by the petitioner in favour of his wife. Accordingly, the impugned check slip issued by the first respondent dated 26.04.2023 is liable to be quashed and the same is quashed. The petitioner is directed to represent the settlement deed for registration and on receipt of the same, the first respondent is directed to register and hand over the same to the petitioner forthwith, if it is otherwise in order.

10.With the above direction, this Writ Petition is allowed.
There shall be no order as to costs.

02.01.2025

NCC : Yes / No
Index : Yes / No
Internet : Yes
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To

The No.II Joint Sub Registrar,
Karaikudi.



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G.K.ILANTHIRAIYAN, J.

ps

Order made in
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