

W.P.(MD)No.23268 of 2025

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 28.08.2025

CORAM:

THE HONOURABLE **MR.JUSTICE SHAMIM AHMED**

W.P.(MD)No. 23268 of 2025

and

W.M.P.(MD)No.18285 of 2025

S.Selva Arun,
Son of P.Selvaraj,
Sivasakthi Illam,
Thachorkonam,
Arumanai,
Kanyakumari District,
Pin: 629 151.

...Petitioner

Vs

1.The Sub-Registrar of Arumanai,
Arumanai,
Kanyakumari District,
Pin: 629 151.

2.M/s.Poabs Granite Producers Private Limited,
Kuttoor Village,
Kuttoor P.O.,
Thiruvalla Taluk,
Pathanamthitta District,
Kerala State,
Represented by its Managing Director,
Joseph Jacob



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3. Poabs Granite Products Private Limited,
Kaliyal,
Kattachal,
Kaliyal Village,
Vilavancode Taluk,
Kanyakumari District,
Represented by its Manger,
George,
Son of K.V.Mathai
(Hailing from Kanjookkaran House,
Chully Post,
Angamally,
Ernakulam District,
(Kerala State)

4. Dhas,
(Father's name not known to the Petitioner),
No.88 F 7, Kulasekharam-Thuckalay Road,
Mekkamandapam,
Kanyakumari District,
Pin: 629 164.

...Respondents

Prayer:- Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus, directing the 1st Respondent to forbear from registering any sale deed with respect to any portion of the property of 45 acres in re-survey Nos.471/2, 472/2 and 473/2 of Kaliyal Village, Vilavancode Taluk, Kanyakumari District, and refuse to register the same till 28.12.2027.



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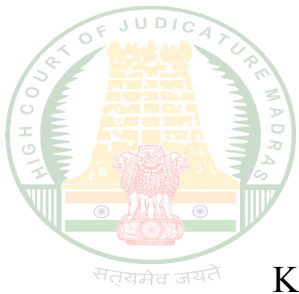
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For Petitioner : Mr.K.N.Thampi

For Respondents : Mr.S.Saji Bino
Special Government Pleader
R-1
Mr.N.Dilip Kumar
Standing Counsel
(R-2 & R-3)

ORDER

1. Heard Mr.K.N.Thampi, learned counsel appearing for the Petitioner, Mr.S.Saji Bino, learned Special Government Pleader, who accepts notice for the 1st Respondent and Mr.N.Dilip Kumar, learned Standing Counsel, who accepts notice for the Respondents 2 & 3. Since the writ petition is disposed of at the admission stage itself and in view of the order to be passed in this writ petition, notice to the 4th respondent is dispensed with.
2. This Writ Petition has been filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus, directing the 1st Respondent to forbear from registering any sale deed with respect to any portion of the property of 45 acres in re-survey Nos.471/2, 472/2 and 473/2 of



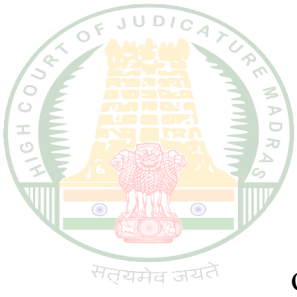
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Kaliyal Village, Vilavancode Taluk, Kanyakumari District, and refuse to register the same till 28.12.2027.

3. The facts of case, in a nutshell, led to filing of this Writ Petition and necessary for disposal of same, are as follows:-

(a) The 2nd Respondent is the owner of the property measuring 45 acres, comprising rubber trees and other assets, situated in Re-survey Nos. 471/2, 472/2, and 473/2 of Kaliyal Village, Vilavancode Taluk, Kanyakumari District, falling under the jurisdiction of the 1st Respondent. Under a written agreement dated 23.12.2023 for the purpose of rubber tapping in the said property, the Petitioner had been tapping the rubber trees therein until the end of the year 2024, upon payment of Rs.3,00,000/- (Rupees Three Lakhs) to the 2nd Respondent in accordance with the said agreement. Subsequently, the Petitioner and the 2nd Respondent entered into a further written agreement dated 28.12.2024, granting the Petitioner the right to carry out slaughter-tapping of all the rubber trees in the aforesaid property and thereafter cut and remove all the rubber trees, the entire

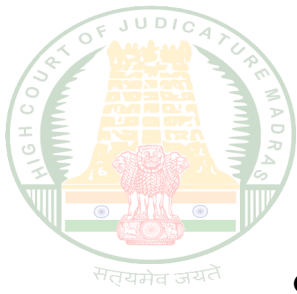


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operation being for a period of three years from 28.12.2024 to 28.12.2027.

(b) As per the terms of the agreement, Slaughter-tapping, is the process of extracting the maximum latex from rubber trees without regard to their survival, followed by felling and removal of the trees. The Petitioner agreed to pay a sum of Rs. 35,00,000/- (Rupees Thirty-Five Lakhs) in instalments to the 2nd Respondent. In addition, the Petitioner was responsible for paying the Goods and Services Tax (GST) amount, which the 2nd Respondent was obligated to remit to the authorities. The 3rd Respondent is a witness and attesting signatory to the said agreement. Pursuant to the said agreement, the Petitioner made the following payments to the 2nd Respondent Rs. 7,50,000/- on 18.12.2024, Rs. 7,50,000/- on 30.01.2025 and Rs. 20,00,000/- on 30.06.2025. All the above payments were made through bank transfer from the Petitioner's account to the 2nd Respondent's account. Further, the Petitioner paid an amount of Rs. 75,000/- towards GST, as agreed upon in the said contract, also by bank transfer. The Petitioner commenced slaughter-tapping



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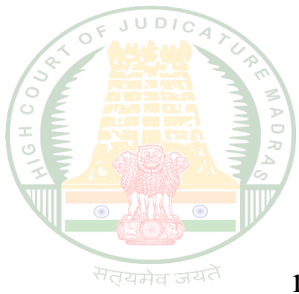
operations as per the said agreement and continues to do so.

However, without the Petitioner's knowledge and behind his back, the 2nd Respondent has unlawfully entered into an agreement with the 4th Respondent for the sale of the aforementioned 45-acre property, including all rubber trees and other fixtures, with the intent to hand over possession to the 4th Respondent.

(c) The 4th Respondent has paid an advance sum of Rs. 10,00,00,000/-

(Rupees Ten Crores) to the 2nd Respondent towards the said sale.

The 4th Respondent, through his agents, has inspected the crushing machinery located on the property, indicating imminent possession and commercial intent. As per the agreement dated 28.12.2024, the Petitioner retains full rights to carry out slaughter-tapping and to cut and remove the trees until 28.12.2027. The entire amount of Rs. 35,00,000/- stands paid to the 2nd Respondent, which is categorically admitted in the 2nd Respondent's communication dated 12.08.2025. The 2nd Respondent has also acknowledged the agreement dated 28.12.2024 in the said communication, as well as the payment of Rs. 75,000/- for GST. However, in a mala fide and



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motivated manner, the 2nd Respondent has issued the said communication dated 12.08.2025, purporting to terminate the agreement by giving two weeks' notice, while simultaneously admitting both the existence of the agreement and full receipt of payment from the Petitioner.

(d) On knowing about the proposed sale between the 2nd and 4th Respondents and their intention to register the sale deed before the 1st Respondent, the Petitioner submitted a representation dated 19.08.2025 to the 1st Respondent by registered post, requesting that no such document be registered. A modified version of the said representation was also submitted in person on the same day. Further, a public notice was published by the Petitioner in the "Dhina Thanthi" newspaper dated 20.08.2025, alerting the public about the Petitioner's vested rights in the property. Despite full knowledge of the Petitioner's legal and contractual rights, the 2nd Respondent has now received the full sale consideration from the 4th Respondent and is proceeding to execute and register the sale deed, suppressing the subsisting agreement dated 28.12.2024, the



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payments made, and the Petitioner's rights to carry out operations on the property until 28.12.2027. Hence, the present writ petition has been filed for the relief stated supra.

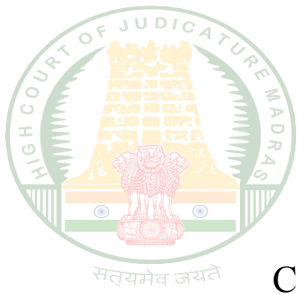
4. Mr.C.Saravana Kumar, learned counsel for the Petitioner, submits that the sale executed by the 2nd Respondent in favour of the 4th Respondent is legally invalid, as the 2nd Respondent has no authority to transfer the property free from the Petitioner's existing rights under the agreement. The 2nd Respondent only retains title to the extent excluding the Petitioner's operational rights under the agreement dated 28.12.2024. Any attempt by the 2nd Respondent to sell and convey full ownership rights is illegal, null, and void. Therefore, the 1st Respondent is not empowered to register such a transaction in derogation of the Petitioner's contractual rights. Despite the Petitioner's representations, the 1st Respondent has neither responded nor taken appropriate action to prevent the registration of the document.



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5. Mr.S.Saji Bino, the learned Special Government Pleader appearing for the 1st Respondent, raised a preliminary objection regarding the maintainability of the Writ Petition. He submitted that the Writ Petition is not maintainable before this Hon'ble Court in view of the arbitration clause contained in Clause 13 of the agreement dated 28.12.2024 entered into between the parties. As per Clause 13 of the said agreement, any dispute arising between the first party and the second party shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996, and the Arbitrator shall be appointed by the first party. The arbitration proceedings are to be conducted at Thiruvalla.
6. The learned Special Government Pleader further submitted that if the Petitioner is aggrieved by any issue arising out of the agreement, he is bound to seek redressal through the arbitration mechanism provided therein, and not by invoking the writ jurisdiction of this Hon'ble



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Court under Article 226 of the Constitution of India. Accordingly, it was argued that the Writ Petition is not maintainable, is devoid of merits, and is liable to be dismissed in *limine*.

7. Mr.N.Dilip Kumar, learned Standing Counsel for the Respondents 2 & 3 concurred with the submissions made by the learned Special Government Pleader for the 1st Respondent.
8. I have given my careful and anxious consideration to the contentions put forward by the learned counsel on either side and also perused the entire materials available on record.
9. The grievance expressed by the petitioner is that despite having full knowledge of the Petitioner's subsisting legal and contractual rights, the 2nd Respondent has received the entire sale consideration from the 4th Respondent and is now proceeding to execute and register the sale deed in favour of the 4th Respondent. This is being done by deliberately suppressing the existence of the valid and subsisting



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agreement dated 28.12.2024, the payments made thereunder by the Petitioner, and the Petitioner's vested right to carry out slaughter-tapping operations and to cut and remove the rubber trees from the subject property until 28.12.2027.

10. For the sake of convenience, the terms and conditions of the agreement for Slaughter-Tapping and cutting and removing of rubber trees dated 28.12.2024, is extracted hereunder:

TERMS AND CONDITIONS

“1. The consideration fixed for doing slaughter-tapping of rub trees in 45 Acres described above for a period of three years from 28.12.2024 to 28.12.2027 is Rs.25,00,000/-(Rupees twenty-lakh). The consideration fixed for cutting and removing rubber trees is Rs. 10,00,000/-(Rupees ten lakh). Second party agrees pay the entire consideration of Rs.35,00,000/-(Rupees thirty-five lakh) to the first party. In addition to payment of consideration first



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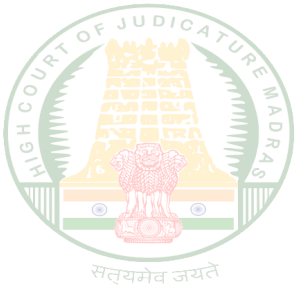
party, responsibility to pay entire tax amount payable to the Government and other authorities for cutting and removing rubber trees is vested in the second party. Apart from paying entire consideration of Rs.35 Lakh to first party, second party shall pay GST amount to the first party and first party shall pay the G.ST. to the Government.

2. Second party agrees to pay the above-said Rs.35 Lakh to the first party and both parties agreed for the same.

a. On the date of execution of this deed (28.12.2024) second party shall pay Rs.7.5 Lakh to the first party and second party shall obtain receipt for the same.

b. On or before 30.1.2025 the second party shall pay Rs.7.5 Lakh to the first party and second party shall obtain receipt for the same.

c. On or before 30.6.2025 second party shall pay Rs.



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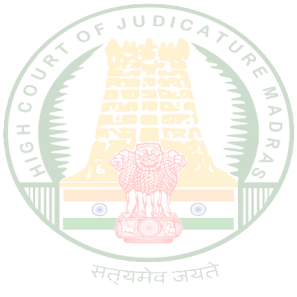


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20 Lakh to the first party and second party shall obtain receipt for the same.

3. Second party shall complete the slaughter-tapping of rubber trees in the schedule property before 28.12.2027 and after the said date second party is not entitled to carry out any such activity of slaughter-tapping in the schedule property. First party and second party mutually agree that if the second party wants to stop the activities before the time limit mentioned above, first party need not return the consideration of Rs.35 Lakhs or any part thereof to the second party and the second party has no authority to recover any amount from the first party for the same. In such circumstances first party has every right to sell the rubber trees available in the schedule property to the third parties.

4. Time is the essence of this contract. Therefore first party and second party shall abide by the time limit



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fixed in this agreement.

5. For doing slaughter-tapping of rubber trees in the schedule property and to cut and remove the rubber trees from the schedule property and to appoint labourers for the same second party undertakes to bear all the expenses relating to payment of wages to labourers and other expenses. First party has no responsibility to carry out the above said activities and management of the first party also is not responsible for any payment to workers.

6. First party and second party agree that there is no connection between the first party the management of M/s Poabs Granite Products Pvt Ltd and the labourers employed by the second party for doing slaughter-tapping of rubber trees in the schedule property and to cut and remove the rubber trees from the schedule property. Second party is responsible to pay wages to labourers and shall bear all the



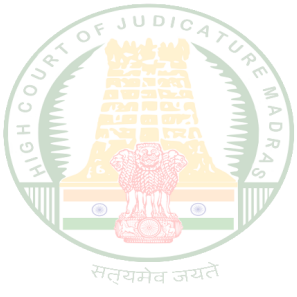
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expenses in connection with the above activities and insurance amount for the workers shall be paid by the second party alone. There will be no employer and employee relationship between the first party and the workers employed by the second party for carrying out the above activities. Second party undertakes to bear all the expenses and losses pursuant to the appointment of labourers to carry out the slaughter-tapping of entire rubber trees and to cut and remove the rubber trees. Second party undertakes to bear the losses arising due to accident or injury or death caused to the workers employed by him in the course of their employment and second party alone is responsible to pay compensation in full to the said workers.

7. The activities of second party and the activities of workers employed by him shall be up to the satisfaction of first party. If the second party failed to



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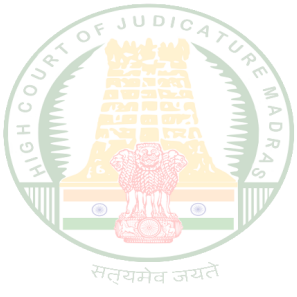


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abide by the conditions stipulated by the first party management or if the second party fails to do slaughter tapping of entire rubber trees and fails to cut and remove entire rubber trees within the time limit stipulated in the deed then the first party can do remaining slaughter tapping of rubber trees and cut and remove the remaining rubber trees and in the above-said circumstances the second party has no right to recover the consideration of Rs.35,00,000/- or part thereof from the first party.

8. The second party agrees to pay taxes such as GST, TCS, etc. When the consideration of Rs.35 lakh is paid as stated above, the second party shall pay the GST and TCS amounts to the first party and first party shall pay the same to the concerned Department.

9. In the schedule property expenses relating to transportation of trees which were cut and removed



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shall be borne by second party. Expenses relating to obtaining permit from the Government removed shall be borne by second party. In order to get permission from the Government if any important documents are with the first party, first party shall give the said document to the second party. The steps taken by the second party for obtaining permission from the Government shall be accepted by the first party.

10. The first party agrees to the second party's using the machines for making rubber sheets and smoke houses installed in the schedule property, during the contract period.

11. If second party violated any of the terms and conditions of agreement first party can give two weeks' prior notice and cancel the agreement. In such circumstances second party is not entitled to recover any amount from the first party.

12. If second party violates any condition stipulated



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in this agreement and causes loss to the first party the first party is entitled to collect the loss amount from the movable and immovable properties of second party.

13. If any dispute arises in this agreement between first party and second party, dispute shall be referred to the Arbitrator under the Arbitration and Conciliation Act, 1996. 96. Arbitrator shall be appointed by the first party. Arbitration proceedings will go on at Thiruvalla.

14. Both parties agree that the original deed of agreement will be with the first party and xerox copy will be given to second party.

15. Tamil version of this agreement is handed over to both the parties.

Accepting the above terms and conditions both the parties herein have signed in this deed in the presence of witnesses.”



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11. Upon perusal of the terms and agreement dated 28.12.2024 executed between the Petitioner and the 2nd Respondent, particularly Clause 13 thereof, this Court is of the view that the present Writ Petition is not maintainable. Clause 13 of the said agreement stipulates that in the event of any dispute arising between the parties, such dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996. It is evident that the nature of the dispute is contractual and private, arising out of a commercial agreement between private parties.

12. In such circumstances, this Court is not inclined to exercise its writ jurisdiction under Article 226 of the Constitution of India, as the matter falls squarely within the scope of arbitration. The Petitioner is at liberty to invoke the arbitration clause and seek appropriate remedies in accordance with law before the appropriate arbitration forum.



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13. In view of the above, the Writ Petition stands **dismissed**, granting liberty to the Petitioner to pursue appropriate remedies before the Arbitrator, an appropriate arbitration forum, or any other competent forum, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

28.08.2025

Index:Yes/No
Web:Yes/No
Speaking/Non Speaking
Nsr

To:

The Sub Registrar,
Sub Registrar Office,
Ambasamudram,
Tirunelveli District.



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SHAMIM AHMED, J.

Nsr

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