



W.P(MD)No.34650 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 28.11.2025

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P(MD)No.34650 of 2025

Eswari

... Petitioner

Vs.

1.The Inspector General of Registration,
Door No.100,
Santhome High Road,
Foreshore Estate,
Pattinapakkam,
Chennai – 600 028.

2.The Sub Registrar,
Cumbum,
Theni District.

3.The Canara Bank,
Gudalur Branch,
Theni District.

... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India,
praying this Court to issue a Writ of Mandamus directing the second
respondent to register the lease deed executed by the petitioner in favour



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of the third respondent in respect of the subject property bearing Door Nos. 67, 67A, 67A/1, Kamatchiamman Kovil Street, Gudalur Town, Theni District.

For Petitioner : Mr..J.Barathan
For Respondents : Mr.G.V.Vairam Santhosh
Additional Government Pleader
for R.1 & R.2

ORDER

Heard the learned counsel appearing for the writ petitioner and the learned Additional Government Pleader appearing for the respondents 1 and 2. Issuance of notice to the third respondent is dispensed with.

2.This is because the third respondent and the writ petitioner are on the same page. The writ petitioner got married to one Otchan and through the wedlock a son by name Jegannathan was born. Otchan passed away on 08.02.2013. During his life time, he had executed a Will dated 17.06.2012, which was registered as Document No.46 of 2012. As per the said Will, the petitioner was given life interest, and after her life-time, Jegannathan was to take the property absolutely.



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3.The petitioner had leased out the property vide document dated 01.03.2016 (Document No.944 of 2016) in favour of the third respondent. The third respondent is in physical possession and enjoyment of the property and he is paying the monthly rent to the writ petitioner. The rent is being credited every month to the writ petitioner's bank account. The details of remittance have been enclosed in the typed set of papers. The petitioner is a senior citizen and a widow aged about 75 years. She is subsisting only on the monthly rent remitted to her bank account.

4.The lease period has come to an end. The third respondent being a banking institution is insisting on the execution of a renewal deed. When the deed of renewal was presented for registration, the registering officer informed the petitioner that the property had already been sold by the writ petitioner's son vide sale deed dated 03.02.2016 (Document No. 437 of 2016) in favour of one Nehru. Copy of the said sale deed has been enclosed in the typed set of papers. It is seen therefrom that the writ petitioner's son Jegannathan is also tracing his title only to the Will dated 17.06.2012.



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5.It has already been noted that as per the Will while the petitioner has life interest, her son would have the remainder. In other words, the son Jegannathan would take the property absolutely only after the demise of the writ petitioner. The writ petitioner categorically states that she has not consented to the sale of the property. Be that as it may, these issues can be gone into at a later point of time. The Hon'ble Supreme Court in the decision reported in **2025 (2) CTC 777 (K.Gopi Vs Sub Registrar & others)** had held as follows:

“15. The registering officer is not concerned with the title held by the executant. He has no adjudicatory power to decide whether the executant has any title. Even if an executant executes a sale deed or a lease in respect of a land in respect of which he has no title, the registering officer cannot refuse to register the document if all the procedural compliances are made and the necessary stamp duty as well as registration charges/fee are paid. Under the scheme of the 1908 Act, it is not the function of the Sub-Registrar or Registering Authority to ascertain whether the vendor has title to the property which he is seeking to transfer. Once the registering authority is satisfied that the parties to the



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document are present before him and the parties admit execution thereof before him, subject to making procedural compliances as narrated above, the document must be registered. The execution and registration of a document have the effect of transferring only those rights, if any, that the executant possesses. If the executant has no right, title, or interest in the property, the registered document cannot effect any transfer.”

6. When the lease deed executed by the writ petitioner and the third respondent is presented for registration, the registering officer need not concern himself with the writ petitioner's title or capacity to execute the same. If, according to Nehru, the purchaser from the writ petitioner's son has claim over the property, he can agitate the same later before the competent Court. The registering officer need not concern himself with any inter-se dispute that may arise in future. Respectfully applying the ratio laid down in **2025 (2) CTC 777 (K.Gopi Vs Sub Registrar & others)**, I direct that as and when the lease deed is presented by the writ petitioner and the third respondent, the second respondent shall register and release the same.



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7.This Writ Petition is allowed accordingly. No costs.

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

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G.R.SWAMINATHAN, J.

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