



W.P.No.13315 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07-04-2026

CORAM

THE HON'BLE MR JUSTICE M.DHANDAPANI

W.P.No.13315 of 2026

Cosmopolitan Club, Represented
by its Secretary MR.C.Prabhakaran,
Having Office at No.232, Sathy main road,
Gobichettipalayam, Erode-638 452.

...Petitioner

Vs

1. Bharat Petroleum Corporation Limited,
A Government of India Undertaking,
Southern Regional Office, No.1,
Ranganathan Gardens, Off 11th Main Road,
Anna Nagar, Chennai-600040.
2. Bharat Petroleum Corporation Limited,
Rep. by its Territory Manager (Retail),
Ravathur (Post) Irugur Via,
Coimbatore-641 103.
3. The Sub Registrar, Registrar Office,
Gobichettipalayam, Erode District.
638 452.

...Respondent(s)



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PETITION under Article 226 of The Constitution of India praying for the issuance of a Writ of Mandamus directing the 2nd respondent to depute an authorized officer to bring original lease deed No.2073 of 1998 on the file of the Joint-1 Sub Registrar, Gobichettipalayam and execute deed of cancellation/surrender of lease relating to Document No.2073 of 1998 on the file of the Joint-1 Sub-Registrar, Gobichettipalayam, consequently, direct the 2nd respondent to extend full cooperation for completion of registration formalities.

For Petitioner:	Mr.S.A.Shanmugam
For Respondents:	Mr.V.Anantha Narayanan, Standing Counsel for R1 & R2 Ms.K.Aswini Devi, AGP for R3

ORDER

This is a petition filed by the petitioner seeking a direction to the second respondent to depute an authorized officer to bring original lease deed registered as doc.No.2073 of 1998 on the file of the Joint-1 Sub-Registrar, Gobichettipalayam, execute a deed of cancellation/surrender of lease relating to the said document and to direct the second respondent to



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extend full cooperation for completion of registration formalities.

2. Heard the learned counsel for the petitioner, the learned Standing Counsel for respondents 1 and 2 and the learned Additional Government Pleader for the third respondent.

3. The case of the petitioner is as follows:

(i) The petitioner is a society registered under the Societies Registration Act, 1860. The petitioner society is the absolute owner of the property measuring about 1,458 sq.ft., out of 15,690 sq.ft., comprised in S.No.76/A, New S.No.3/0 situated at Gobi Town, Veerapandi Village, A Block, Block – 6 with specific boundaries. The subject property, namely 1,458 sq.f., was leased out to the second respondent vide lease deed dated 07.12.1998 registered as doc.No.2073 of 1998 on the file of the Joint-1 Sub-Registrar, Gobichettipalayam for 26 years from 01.1.1997 to 31.3.2023.

(ii) As the lease period expired on 31.3.2023 and no deed of renewal of lease was executed, the leasehold rights of the Petroleum -



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Corporation got expired automatically. But, even after the expiry of lease period, the respondent - Corporation continued to occupy the premises. Later, at the instance of the petitioner, vide order dated 13.9.2024 passed by this Court in W.P.No.902 of 2024, the respondent – Corporation vacated the premises on 24.11.2024 and handed over vacant possession of the subject property to the petitioner.

(iii) But in order to ensure clarity of title and reflect the true legal status in the public records maintained under the Registration Act, the petitioner prepared a deed of cancellation/surrender of lease. When the document was presented before the Registering Authority, it was insisted that both parties must execute and admit execution of the cancellation deed. The petitioner sent several communication to the respondent – Corporation requesting cooperation, which, instead, refused the request stating that execution of a cancellation/surrender deed was not mandatory in law. Hence, the petitioner is before this Court.

4. The learned counsel for the petitioner submitted that this Court may direct the respondent - Corporation to depute an authorized officer to



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bring the original lease deed and execute the deed of cancellation/
surrender of lease by extending fullest cooperation.

5. On the contrary, the learned Standing Counsel appearing for the respondent – Corporation submitted that once the lease period has expired, there is no need for execution of a cancellation deed for the lease that has already expired. He further added that the second respondent had already sent a communication to the third respondent for removal of the encumbrance in respect of the lease deed dated 07.12.1998.

6. The learned counsel appearing for the third respondent submitted that if any consent letter has been received from the second respondent, encumbrance will be removed and remarks will be entered in the encumbrance certificate in respect of the lease deed dated 07.12.1998.

7. This Court has carefully considered the submissions of the respective learned counsel and perused the materials available on record.



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8. It is an admitted case of the parties that the lease period has already expired. The learned Standing Counsel appearing for the respondents Corporation submitted that the second respondent has already sent a communication to the third respondent to remove the encumbrance in respect of the lease deed dated 07.12.1998. On the other hand, the learned counsel appearing for the third respondent, submitted that if such communication is received, encumbrance would be removed and necessary entries will be made in the records.

9. Be that as it may, the lease having expired and communication has been sent by Corporation to the third respondent, necessarily the encumbrance has to be removed. However, it is clear that the third respondent has received the communication.

10. In such view of the matter, this Court directs the Corporation to forward a copy of the communication to the third respondent, which is alleged to have already been sent to the third respondent, within a period of two weeks from the date of receipt of a copy of this order through



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registered post; and on receipt of the said letter, the third respondent is directed to remove the encumbrance and make necessary entries in the registers maintained by it, by cancelling the recording of the lease deed within a period of two weeks thereafter.

10. The writ petition is accordingly disposed of. No costs.

07-04-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

To

1. Bharat Petroleum Corporation Limited,
A Government of India Undertaking, Southern
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600 040.
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M.DHANDAPANI, J.

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