



WP(MD). No.2280 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Date : 30/01/2026

CORAM

The Hon`ble Mr.Justice KRISHNAN RAMASAMY

WP(MD). No.2280 of 2026

S.Latha

... Petitioner

Vs

1. The District Registrar,
The District Registrar Office,
Pudukkottai District..

2. The Joint Sub-Registrar-1,,
The Sub-Registrar Office,
Thirumayam,
Pudukkottai District..

... Respondents

PRAYER :- Writ Petition, filed under Article 226 of the Constitution of India, praying this court to issue a Writ of Certiorarified Mandamus calling for the records of the impugned Refusal Check Slip in RFL/1 No Joint Sub Registrar Pudukkottai/4/2025 dated 29.12.2025 issued by the 2nd respondent herein and quash the same as illegal and further directing the 2nd respondent to register the sale Agreement dated 29.12.2025 presented before the 2nd respondent within a time stipulated by this Court.

For Petitioner : Mr.M.Madhubalan

For Respondents : Mr.K.S.Selvaganesan

Additional Government Pleader



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ORDER

This writ petition has been filed challenging the impugned Refusal Check Slip dated 29.12.2025 issued by the 2nd respondent herein and for a direction to the 2nd respondent to register the sale Agreement dated 29.12.2025 presented before the 2nd respondent within a time stipulated by this Court.

2. By consent of both sides, the writ petition is taken up for final disposal, at the stage of admission itself. Heard the learned counsel for the petitioner and the learned Additional Government Pleader for the respondents.

3. The petitioner has entered into a sale agreement with the general power of Attorney, namely, Revathi. The land in question originally belong to one Rajamanikkam, S/o.Nagamuthu Nadar, who is the absolute owner of the property and the property devolved upon Rajamanikkam by way of partition. The petitioner herein has paid 90% of the sale consideration and agreed to pay the balance within three years, which also forms part of the sale agreement. While so, when the sale agreement



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was presented for registration, the same was refused to be registered on the ground that there was an earlier sale registered in Doc.No.915 of 2016 for the very same property, which also reflected in the encumbrance certificate and hence, refused to register the present sale agreement. Challenging the same, the petitioner is before this court.

4. The learned counsel for the petitioner would submit that the erstwhile sale in Doc.No.915/2016 was not fructified as the entire sale consideration was not paid even after grant of six months time and due to efflux of time, the sale agreement has expired and hence, the present sale agreement came to be executed and presented for registration. He would further submit that when the third party, who entered into an agreement of sale, has not even paid the sale consideration, the limitation is also barred such sale. The learned counsel would submit that when the earlier sale agreement has been expired long back, the refusal made for the sale agreement in the year 2025 is liable to be interfered with.

5. The learned Additional Government Pleader would submit that since the earlier sale agreement,, which was registered, reflected in the



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encumbrance certificate, the respondents are not in a position to register the present sale agreement.

6. I have considered the rival submissions and perused the materials available on record.

7. It is not in dispute that in the year 2016, a sale agreement has been entered into between the vendor of the petitioner and a third party and since the third party has not paid the sale consideration as agreed within a period of six months, the sale agreement has expired. Even assuming the sale agreement is in force, it is upto the land owner to execute another sale agreement. By referring the previous sale agreement, the 2nd respondent has no authority to refuse the same. It is for the owner of the property to decide to whom the property has to be executed and ultimately the legality of the same has to be tested before the competent civil court. The authorities cannot decide whether the owner of the property has executed more than one sale agreement, when it is the prerogative of the owner. For these reasons, the impugned order is liable to be interfered with.



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8. For all these reasons, the writ petition is disposed of with the following direction:

The petitioner is directed to re-present the sale agreement dated 29.12.2025 to the 2nd respondent and on such presentation, the 2nd respondent shall register the same forthwith. No costs.

30.01.2026

NCC : Yes/No

Index : Yes/No

RR

To

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Pudukkottai District..

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KRISHNAN RAMASAMY, J

RR

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