



W.A.(MD)No.3065 of 2025

WEB COPY

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: **08.04.2026**

CORAM:

THE HONOURABLE **MR.JUSTICE N.SATHISH KUMAR**
AND
THE HONOURABLE **MR.JUSTICE M.JOTHIRAMAN**

W.A.(MD)No.3065 of 2025
C.M.P.(MD)No.17646 of 2025

E.Muthulakshmi

... Appellant

Vs.

1. N.Pothirajan
2. The Sub Registrar, Theni,
Theni District.
3. Sadaiyan Alias Arisadaiyan
4. Ponnathal
5. Murugeswari
6. Velmurugan
7. Ramayee
8. Panja
9. Lakshmanan

.... Respondents



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PRAYER:- Writ Appeal – filed under Clause 15 of the Letters Patent, against the order passed by this Court in W.P.(MD)No.18512 of 2024 dated 09.01.2025.

For Appellant : Mr.M.S.Suresh Kumar

For Respondents : Mr.R.Venkateswaran for R1
Mr.A.Baskaran,
Addl. Govt. Pleader for R2

JUDGMENT

(Judgment of the Court was delivered by **N.SATHISH KUMAR, J.**)

The present Writ Appeal has been filed challenging the order of the learned Single Judge, whereby the unilateral cancellation of the settlement deed executed in Document No. 2627/2014, dated 21.04.2024, and the sale agreement registered vide Document No. 4547/2015, dated 07.07.2015, were declared null and void.

2. The first respondent filed a Writ Petition seeking to declare the unilateral cancellation of the settlement deed executed by the third respondent, as well as the sale agreement executed by the third respondent in favour of the appellant, as null and void. The learned



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Single Judge, relying on the judgment of the Full Bench of this Court in ***Latif Estate Line India Ltd. vs. Hadeeja Ammal and others***, reported in ***AIR 2011 (Mad) 66***, held that the unilateral cancellation of the settlement deed executed by the third respondent is void and also non-suited the sale agreement dated 07.07.2015 executed by the third respondent in favour of the appellant. Aggrieved by the said order, the appellant has filed the present Writ Appeal.

3. The only grievance of the appellant is that the settlement deed pertains only to 96 cents, whereas the agreement relates to 2 acres and 32 cents. However, the learned Single Judge, while allowing the Writ Petition, has cancelled the entire sale agreement.

4. We have also perused the settlement deed executed by the third respondent in favour of the first respondent and the agreement entered into between the parties, viz., the appellant and the third respondent. Upon such perusal, it is evident that the settlement deed pertains only to an extent of 96³/₄ cents, whereas the sale agreement relates to an extent of 2 acres and 32 cents.



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5. In view of the above, even assuming that the unilateral cancellation of the settlement deed is not valid in the eye of law, the same would operate only in respect of 96¾ cents. However, the fact remains that the agreement pertains to a larger extent. Therefore, the learned Single Judge was not right in declaring the entire agreement as null and void. Hence, to that extent, the judgment of the learned Single Judge declaring the agreement dated 07.07.2015, vide Document No. 4547/2015, as void is set aside, and the Writ Appeal is partly allowed. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

[N.S.K., J.] & [M.J.R., J.]
08.04.2026

Index : Yes/No
NCC : Yes/No

vsm



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To

The Sub Registrar, Theni,
Theni District.



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