



W.A.(MD)No.2695 of 2025

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 18.03.2026

CORAM:

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

**W.A.(MD)No.2695 of 2025
and
C.M.P.(MD)No.15253 of 2025**

Sony

... Appellant

Vs.

1. 1.Jayanth Rhenius

2.The District Registrar,
Registration Department,
Tirunelveli District,
Tirunelveli.

3.The Sub Registrar,
Palayamkottai Sub-Registration Office,
Tirunelveli.

4.B.Dhanasingh

... Respondents

PRAYER:- Writ Appeal filed under Clause 15 of Letters Patent, against the order passed by this Court in W.P.(MD)No.8998 of 2025, dated 19.08.2025.



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For Petitioner : Mr.G.Prabju Rajadurai,
for M/s.Ajmal Associates

For Respondents : Mr.V.C.Janardhanan,
for Mr.A.Robinson for R1
Mr.V.Nirmal Kumar for R4
Mr.F.Deepak,
Addl. Govt. Pleader for R2 & R3

ORDER

(Order of the Court was made by **N.SATHISH KUMAR, J.**)

This Writ Appeal has been preferred challenging the order passed by this Court in W.P.(MD) No.8998 of 2025, dated 19.08.2025, whereby the sale deeds dated 15.07.2024, registered as Document Nos. 4621 of 2024 and 4622 of 2024, executed by the power agent of the Writ Petitioner in favour of the appellant, came to be set aside. The said documents were sought to be cancelled on the ground that the life certificate of the Writ Petitioner had been forged by his power agent and, on the strength of such forged document, the sale deeds had been executed.



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2. The brief facts of the case is as follows:

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An extent of 1 Acre 96.50 cents, situated at Vijayaragava Mudaliar Chathram Village, Palayamkottai Taluk, Tirunelveli District, originally owned by one David Muthiah Devadoss. Later, the property was devolved upon one Raja Rhenius, who is the father of the Writ Petitioner and after his death, his son viz., Jayanth Rhenius, the Writ Petitioner become the owner of the property. He has executed a power of attorney in favour of the 3rd respondent on 16.11.2010, vide Document No.1066 of 2010. Pursuant to the said power of attorney, the 3rd respondent has executed a sale agreement on 24.11.2014 in favour of one Elanchezhiyan, who is none other than the husband of the appellant, to the total extent of 1 Acre 96.50 cents. Thereafter, on 19.04.2018, a sale deed was executed vide Doc.No.1591/2018 in favour of Elanchezhiyan, in respect of 21 cents. Similarly, on 13.12.2018, a sale deed was executed vide Doc.No.6422 of 2018, in respect of 30.87 cents. Thereafter, on 21.09.2021, a sale deed was executed vide Doc.No.6404 of 2021 in favour of Elanchezhiyan. Further, on 15.07.2024, sale deeds were executed in favour of the appellant vide Document Nos.4621 and 4622 of 2024. Challenging the said registration of sale deeds dated



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15.07.2024, the Writ Petitioner has filed the Writ Petition in W.P.
(MD)No.8998 of 2025.

2.1. It is the contention of the Writ Petitioner in the Writ Petition that, though the sale agreement and the sale deeds were executed in the year 2021, no sale consideration had been paid by the power agent. Therefore, the Writ Petitioner had informed the power agent of his intention to cancel the power of attorney. It is his further case that only thereafter, the power agent had executed the impugned sale deeds dated 15.07.2024 in favour of the appellant, by forging the life certificate of the Writ Petitioner. It is also contended that the Registering Authority, without adhering to the procedure contemplated under Rule 55-A of the Tamil Nadu Registration Rules under the Registration Act, 1908, had registered the said sale deeds. According to the Writ Petitioner, the sale deeds dated 15.07.2024 were registered on the strength of a forged life certificate containing his fabricated signature. Hence, he sought for cancellation of the said sale deeds executed in favour of the appellant.

2.2. The Writ Petitioner has also made a criminal complaint against the 3rd respondent power agent, which resulted in filing of an FIR



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in Crime No.12 of 2024. The 3rd respondent has obtained anticipatory bail. While granting anticipatory bail, this Court directed the Investigation Officer, to take the specimen signature of the concerned parties and send the same to Forensic Lab Department, along with the life certificate of the Writ Petitioner and it is also indicated that if the forgery is established, the anticipatory bail would be cancelled. Later, the Forensic Report proved that the signature of the Writ Petitioner in the life certificate was forged. Therefore, anticipatory bail was cancelled, at the instance of the Writ Petitioner, which has also been confirmed by the Hon'ble Supreme Court in S.L.P.(Crl)No.16659 of 2024. Hence, it is the contention of the Writ Petitioner that the 3rd respondent has deliberately forged the life certificate and sold the property to the appellant without prior consent of the Writ Petitioner being his principal. The Registering authority has also without proper verification, registered the sale deeds, which cannot be sustained in the eye of law.

3. The 2nd respondent viz, the Sub Registrar, has filed a counter affidavit stating that the registration has been done properly in the manner known to law.



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4. The 3rd respondent, viz., the power agent holder, has filed a counter affidavit in the writ petition. According to him, he has already instituted a suit for mandatory injunction, seeking a direction to the writ petitioner to receive the sale consideration of Rs.4,95,65,000/-. It is his further case that the writ petitioner, one Dhanapal and Elanchezhiyan are friends. He would submit that he is the brother-in-law of the said Dhanapal and that he has been impleaded only as a name-lender in order to facilitate the transaction. According to him, he was brought into the present transaction as a power of attorney holder by the said Dhanapal and Elanchezhiyan, who, being close associates, have entered into several transactions with an ulterior motive and mala fide intention to defraud him in the present transaction. It is further stated that he has not derived even a single penny from the said transaction and, on the contrary, it is the said Dhanapal and Elanchezhiyan who are the real beneficiaries in all such transactions and are, in fact, the persons behind the picture.

4.1. It is further stated in the counter affidavit filed by the 3rd respondent that, on the strength of the power of attorney, he executed a registered sale agreement in the year 2014 and that several transactions



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were carried out up to the year 2021. It is his specific contention that the life certificate appended to the sale deed was not signed by the writ petitioner and that the same had been procured and produced only by the said Dhanapal and Elanchezhiyan. However, according to him, the said documents were never disputed by the writ petitioner at any point of time. Hence, it is his categorical contention that he has no role whatsoever in the procurement of the life certificate and that the same had been obtained only by the said Dhanapal.

5. The learned Single Judge, upon hearing the submissions made on either side, has rendered a categorical finding that, in the criminal proceedings, the anticipatory bail granted to the third respondent had been cancelled on the ground that the signature found in the life certificate does not belong to the writ petitioner and that, consequently, an act of forgery has been committed. In view of the same, the learned Single Judge set aside the sale deeds dated 15.07.2024 executed by the third respondent in favour of the appellant and allowed the writ petition.

6. Aggrieved over the same, the appellant has filed this Writ Appeal.



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7. The learned counsel appearing for the appellant would submit that the appellant is the bona fide purchaser of the property. Pursuant to the execution of a power of attorney in favour of the 4th respondent, a registered sale agreement was executed as early as 24.11.2014 in respect of the entire property measuring 1 Acre 96.50 cents. Subsequently, several documents were executed, viz., sale deeds dated 19.04.2018, 13.12.2018, and 21.09.2021. It is his submission that, until such time, no objection was ever raised regarding the execution of the said documents.

7.1. Thereafter, on 15.07.2024, when the sale deeds were executed in favour of the appellant, the same were questioned by the 1st respondent/writ petitioner on the ground that the documents were registered by forging the life certificate. The learned counsel contends that, as long as the power of attorney remained in force, all acts done by the power agent are binding upon the principal. The very purpose of obtaining the life certificate is merely to ascertain whether the principal was alive at the time of execution of the documents by the power agent, and its scope cannot extend beyond this.



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7.2. He would further submit that it is the specific contention of the power agent that the life certificate was handed over by one Dhanapal, and that he has not forged any document. Therefore, the allegation of forgery is disputed. So long as the power of attorney has not been revoked, the same remains a disputed fact, which is to be supported by proper and admissible evidence on record. The learned counsel further contends that merely relying upon the report of the Forensic Department, which has not been proved in accordance with law, cannot establish forgery. The opinion of a handwriting expert must be proved in a court of law through proper evidence, and cannot, by itself, be taken as conclusive.

7.3. According to the learned counsel for the appellant, the power agent, the 1st respondent/writ petitioner, and others have colluded to set aside the sale deeds. The allegation that the power agent or other persons, including one Dhanapal, who is also a witness to the agreement, committed forgery is a disputed fact. In the absence of proof of such fact, the learned Single Judge erroneously set aside the sale deeds executed in favour of the appellant. Hence, he prays that the order of the learned Single Judge be set aside.

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8. Whereas, the learned counsel appearing for the 1st respondent/writ petitioner would submit that, on the face of it, it is clearly established that the life certificate has been forged and that several documents have been executed on the basis of the said forged certificate. In view thereof, the life certificate is void *ab initio* and cannot be sustained in the eye of law. It is his submission that, in exercise of its extraordinary jurisdiction, the Writ Court is competent to interfere in such matters, and it is not necessary to approach a civil court to challenge the validity of such documents. The learned counsel further submits that, even while granting anticipatory bail, this Court had specifically held that, in the event of forgery being established, the anticipatory bail would be liable to be cancelled. Subsequently, based on the forensic report, the anticipatory bail granted to the 4th respondent was cancelled, and the said order has been confirmed by the Hon'ble Supreme Court. In view of the above, it is submitted that there is nothing legally impermissible in the Writ Court setting aside the sale deeds dated 15.07.2024.

9. We have heard the learned counsel appearing on either side and perused the entire materials available on record.



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10. It is not in dispute that a power of attorney was executed on 16.11.2010 in respect of the entire property measuring 1 Acre 96.50 cents, appointing the 4th respondent as the power agent of the 1st respondent/writ petitioner. Pursuant to the said power of attorney, a registered agreement for sale was executed in favour of one Elanchezhiyan in respect of the entire property. Thereafter, by way of sale deeds dated 19.04.2018, 13.12.2018, and 21.09.2021, a larger portion of the property out of the total extent of 1 Acre 96.50 cents was sold to the appellant's husband by the power agent.

11. These transactions were never disputed or denied by the 1st respondent/writ petitioner at any point in time. It is further relevant to note that the power of attorney was never revoked and that the principal was very much alive during the said transactions. Though it is pleaded in the affidavit that the power agent did not remit the sale consideration, and that there was an intimation that the power of attorney would be revoked, the life certificate was subsequently allegedly forged and the sale deeds in question, dated 15.07.2024, were executed by the power agent.



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12. It is pertinent to note that, if the sale consideration had not been paid by the power agent, the proper remedy of the principal would have been to seek accounts from the power agent in accordance with Section 213 of the Contract Act, 1872. Upon such demand, the power agent is legally obliged to render proper accounts. Likewise, if the agent dealt on his own account in the business of the agency, the principal may repudiate the transaction and recover the amount from the agent. However, the principal, at all times, prior to the last sale deeds dated 15.07.2024, approved all transactions. It was only upon the execution of the final sale deeds on 15.07.2024, the principal lodged a police complaint, alleging that the life certificate had been forged.

13. It is relevant to note that, it is the specific contention of the Writ Petitioner that with regard to the transactions made till 2024, sale consideration has not been paid to him. Even such cases, he has not even cancelled the power of attorney and also has not taken any steps to revoke the power of attorney. We are of the view that even the case of the Writ Petitioner is that sale consideration has not been paid till 2021, no prudent man will keep quiet without revoking the power. Not even a notice whatsoever issued in this regard. The issue has been raised only



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after the last sale deeds dated 15.07.2024 were registered. According to the 1st respondent/Writ Petitioner only after the registration, he came to know that life certificate has been forged. No doubt, he has also given a complaint, which was resulted in filing of an FIR in Crime No.12 of 2024. Later, the power agent has also filed an anticipatory bail and while granting anticipatory bail, as directed by this Court, specimen signature has also been collected and sent for verification to the forensic department. After verification, the forensic department found that the signature affixed in the life certificate do not belong to the 1st respondent/Writ Petitioner.

14. It is relevant to note that, in the present case, the life certificate was allegedly handed over by one Dhanapal, who is a close friend of the 1st respondent/Writ Petitioner and who is also a witness to the sale agreement. The power agent has disputed his signature. Although specimen signatures appear to have been obtained from the 1st respondent/Writ Petitioner and the fourth respondent, the Forensic Department has opined that the signatures were not written by the same person.



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15. However, the report of the Forensic Department has not been proved before a Court of law. It is well settled that a handwriting expert's opinion is not based on an exact science and constitutes only an opinion, which requires substantiation through proper evidence before a competent Court. In the absence of such proof, the report cannot be relied upon as conclusive evidence, particularly at the stage of investigation.

16. Further, it is the contention of the learned counsel for the 1st respondent/Writ Petitioner that the registering authority did not conduct a proper enquiry. In this regard, it is pertinent to note that Rule 55A(i) of the Registration Rules framed under the Registration Act, 1908 has already been struck down by the Hon'ble Supreme Court in ***K. Gopi v. Sub-Registrar & Ors.***, reported in ***2025 SCC OnLine SC 740***.

17. Be that as it may, the alleged forgery of the life certificate has not been established in the manner known to law. The power agent has specifically contended that the life certificate was handed over by some other person. In the absence of proper proof and in view of the disputed questions of fact, the Writ Court cannot presume forgery solely



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on the basis of an unproven handwriting expert's opinion. Consequently, the cancellation of a registered document on such grounds is unsustainable in law.

18. It is relevant to note that the very purpose of insisting upon a life certificate is only to ascertain whether the principal was alive at the time of execution and presentation of the document by the power agent. So long as the principal has not revoked or cancelled the power of attorney, and if indeed the principal intended to prevent the agent from dealing with the property, it was incumbent upon him to cancel the power of attorney in the manner known to law, including by issuing notice as contemplated under Section 203 of the Indian Contract Act, 1872.

19. It is further to be noted that, pursuant to the power of attorney, a registered sale agreement came to be executed, which fact has been admitted by the principal. The only grievance of the 1st respondent/Writ Petitioner appears to be that the sale consideration has not been paid. In such circumstances, it is always open to the principal to call upon the power agent to render accounts, which admittedly has not been done.



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20. In view of the above, the question as to whether any forgery has been committed in respect of the life certificate, and if so, whether it is attributable to the power agent or to some other person, are all disputed questions of fact, which necessarily require adjudication before a competent Civil Court.

21. As already observed, the object of insisting upon a life certificate is to ensure that the principal was alive on the date of presentation of the document. In the case on hand, it is not in dispute that the principal was very much alive at the relevant point of time. Therefore, so long as the power of attorney has not been revoked in the manner known to law, any act done pursuant thereto would bind the principal. However, if the principal had not been alive on the date of presentation of the document and a life certificate had subsequently been produced to create an impression that the principal was alive, such a transaction would undoubtedly be invalid in the eye of law, as the authority of the agent ceases upon the death of the principal, except in cases of a power coupled with interest.



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22. In *Satya Pal Anand v. State of Madhya Pradesh*, reported in **(2016) 10 SCC 767**, the Hon'ble Supreme Court has categorically held that the power to cancel a registered document, including a sale deed, is a substantive matter. It has been further held that adjudication of disputed questions of fact, declaration of private rights of parties, or enforcement of contractual rights cannot ordinarily be undertaken in proceedings under Article 226 of the Constitution of India. No doubt, in exceptional circumstances, where a document is shown to have been registered by playing fraud, this Court, in exercise of its writ jurisdiction, may interfere. However, such power cannot be invoked in a routine manner.

23. In the case on hand, though the investigation conducted by the police indicates that the signature found in the life certificate does not tally with the specimen signature and appears to have been made by some other person, such opinion is only in the nature of an opinion. The same has not been proved in the manner known to law and, therefore, cannot be the sole basis for arriving at a finding of forgery.

24. It is the specific stand of the power agent that the life certificate was handed over by one Dhanapal. The power agent has also



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filed a counter affidavit stating that he was always ready and willing to pay the sale consideration to the principal, but the same was refused. It is further stated that he has already instituted a suit for mandatory injunction, seeking a direction to the 1st respondent/Writ Petitioner to receive the sale consideration.

25. In such circumstances, when disputed questions of fact arise for consideration, the same cannot be adjudicated in a writ proceeding. In the absence of proof of the alleged forgery in a manner known to law, the Writ Court ought not to have proceeded to cancel the registered document merely on the basis of a *prima facie* opinion expressed in the course of granting or cancelling anticipatory bail.

26. It is also pertinent to note that the power of attorney was in force and several transactions effected thereunder up to the year 2021 have not been challenged. However, only in respect of the subsequent transaction, the 1st respondent/Writ Petitioner has sought cancellation by invoking the writ jurisdiction, relying upon *prima facie* observations made in bail proceedings.



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27. This Court is of the considered view that any prima facie finding rendered while granting or cancelling bail cannot form the sole basis to conclude that the entire transaction is vitiated by forgery, unless such forgery is established in accordance with law before a competent forum. Therefore, so long as the power of attorney has not been revoked in the manner known to law, the document executed pursuant thereto cannot be annulled in exercise of writ jurisdiction. As already indicated, the very purpose of insisting upon a life certificate is only to ensure that the principal was alive at the relevant point of time. Even assuming that some irregularity or forgery is alleged in respect of the life certificate, unless the authority itself is revoked, the acts done by the agent within the scope of such authority would continue to bind the principal.

28. In view of the foregoing discussion, this Court is of the considered opinion that the learned Single Judge was not justified in cancelling the registered document in exercise of jurisdiction under Article 226 of the Constitution of India. Accordingly, the order of the learned Single Judge is liable to be set aside.



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29. Accordingly, the impugned order passed by the learned Single Judge is set aside. Liberty is granted to the 1st respondent/Writ Petitioner to institute a suit within a period of two months from the date of receipt of a copy of this order. Considering the fact that the 1st respondent/Writ Petitioner is pursuing his remedy before the civil Court, it is directed that until such suit is filed, the appellant shall not make any alienations. Once the suit is filed, it shall be for the Writ Petitioner to seek appropriate relief and establish his case before the civil Court. The civil Court shall dispose of the suit expeditiously, without being influenced by any observations made by this Court. It is further made clear that the civil Court shall decide the matter based solely on its own facts and evidence adduced.

30. With the above observations and directions, this Writ Appeal is allowed. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

[N.S.K., J.] & [M.J.R., J.]
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NCC :Yes/No
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To

- 1.The District Registrar,
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