



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11-06-2026

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CORAM

THE HON'BLE MR JUSTICE KRISHNAN RAMASAMY

W.P. No. 36281 of 2025

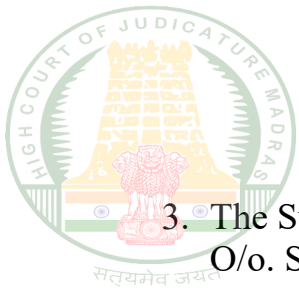
and W.M.P.No.40542 of 2025

1. S.Saravana Nathan
S/o. E Sankaran, No. 29 MK 7 Apartment 2nd
Floor, Bharathi Nagar Korugambakkam,
Chennai 600122.
2. S Bagavathi
D/o. E. Sankaran, Mm Arcade No 308 Gajendra
Salai, Thiruverkadu Co Op Nagar, Tiruverkadu
Chennai 600 077.
3. S Indira
180/34 Chennai Flat Pk Road, Anna Nagar West,
Chennai 600 040.
4. Chithra
Hark Manor Udhyam Nagar, 1st Main Raod,
Velachery, Chenani 600 042.

..Petitioner(s)

Vs

1. The Inspector General Of
Registration, No. 100santhome High Road,
Raja Annamalaipuram, Chennai 600 009.
2. The District Registrar
O/o. District Registrar Tambaram, Tambaram
Chennai 600 045.



3. The Sub Registrar

O/o. Sub Registrar Tambaram Chennai 600 045

4. M. G Anesh Kuamr

S/o. Amohan, Sai Prince Flat, Flat No. S3 No 10
Sathyamoorhty Ngar, Kathirvedu
Chenani 600 066 Chennai

5. M Bagiyam

W/o. S. Murugesan, No. 6 Adn 7 Gudan Street,
Ranganathan Nagar Saradha Garden, Selaiiyur,
Chennai 600 073.

6. J Vanaja

W/o. S. Jayachandran, No. 38 Thankgalkarai
Street, Eswari Nagar Extension, Selaiyur Chennai
600 073.

7. The Commissioner of Police

Tambaram City Police, Chennai 600 119.

8. The Inspector of Police

Central Crime Branch, Chennai 600 119.

..Respondent(s)

PRAYER: The Writ Petition is filed under Article 226 of the Constitution of India seeking the issuance of a Writ of Declaration to declare the Power of Attorney dated 10.09.2015 bearing Doc.No.6038 of 2015 and Sale Deed dated 07.01.2016 bearing Doc.No.91 of 2016 and Sale Deed dated 30.07.2017 bearing Doc.No.3913 of 2017 registered on the file of the Sub Registrar, Tambaram/3rd respondent as fraudulent, forged and null and void and consequently direct the 3rd respondent to make relevant Index-II entries and foot note entries in the copy of documents in respect of Doc.No.6038 of 2015, Doc.No.91 of 2016 and Doc.No.3913 of 2017 as fraudulent and forged and same note should be made



as a footnote in the relevant copies of documents filed in volumes and in scanned document and such notice should be linked to the main documents.

WEB COPY For Petitioner(s): Mr. B.Vijay

For Respondent(s): Mr.Dominic S. David
Government Counsel for R1 to R3

Mr.S.Thiruvengadam
Assisted by Ms. B. Sripadmaja for R4

Mr. R. Sankaralingam for R6

Mr. Durai Gunasekaran
Government Advocate (Crl.Side) for R7 to R8

R5 – No appearance

ORDER

The present Writ Petition has been filed seeking the issuance of a Writ of Declaration to declare the Power of Attorney dated 10.09.2015 bearing Doc.No.6038 of 2015 and Sale Deed dated 07.01.2016 bearing Doc.No.91 of 2016 and Sale Deed dated 30.07.2017 bearing Doc.No.3913 of 2017 registered on the file of the Sub Registrar, Tambaram/3rd respondent as fraudulent, forged and null and void and consequently direct the 3rd respondent to make relevant Index-II entries and foot note entries in the copy of documents in respect of Doc.No.6038 of 2015, Doc.No.91 of 2016 and Doc.No.3913 of 2017 as fraudulent and forged and same note should be made as a footnote in the



relevant copies of documents filed in volumes and in scanned document and such notice should be linked to the main documents.

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2. When the matter is taken up for hearing today, the learned counsel appearing for both parties submitted that the dispute between the petitioners and respondent Nos.4 and 6 has been amicably settled out of Court. To that effect, they have also filed a Joint Compromise Memo dated 05.06.2026 duly signed by the parties and their respective counsel. The learned counsel appearing on either side would state that the Writ Petition may be disposed of in terms of the Joint Compromise Memo. The said Joint Compromise Memo is extracted hereunder:-

**JOINT COMPROMISE MEMO FILED BY THE
PETITIONERS, 4TH AND 6TH RESPONDENTS**

1. *The parties to this Joint Compromise Memo are entering into following terms mutually, and on their own accord and volition.*
2. *The Writ Petitioners' deceased father namely E.Sankaran or S/o EsakkiMuthu is the absolute owner of the housing plot No.36, measuring to an extent of 3600 Sq.ft comprised in S.No.9/1A, situated at Puttur Village, Perumal Puram Phase III Chengalpattu District more fully described in Schedule A of this Memo, by virtue of Sale Deed dated 21.02.1990 registered as Doc.No.6832 of 1990, on the file of S.R.O., Tambaram, which is more fully described as 'A' Schedule property.*
3. *The 4th Respondent without any right or title, has fraudulently registered a Power of Attorney Deed dated 10.09.2015 vide Doc.No.6038 of 2015 in the*



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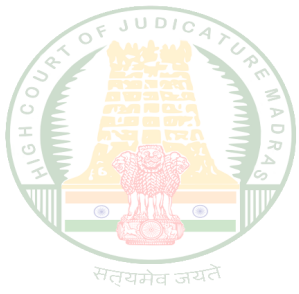
office SRO Tambaram by an act of impersonation and fraud. On the strength of fraudulently registered Power of Attorney, the 4th Respondent sold 1980 sq.ft. out of 3600 sq.ft. in favour of the 5th Respondent under Sale Deed dated 07.01.2016 registered as Doc.No.91 of 2016 in the Office SRO Tambaram more fully described as Schedule 'B' property. Similarly, 4th Respondent executed another fraudulent Sale Deed in favour of 6th Respondent for an extent of 897 sq.ft out of 3600 sq.ft. under Sale Deed dated 3rd day of July 2017 and registered as Doc.No. 3913 of 2017 in the Office of SRO Tambaram and more fully described as Schedule 'C' property.

4. Upon coming to know about the registration of fraudulent Sale Deed, the Petitioners have filed the above Writ Petition to annul the fraudulent Deeds as null and void. The Criminal Complaint lodged by the Petitioners against Respondents 4, 5 and 6 has been registered in Crime No. 32 of 2025 for the alleged offences under Section 419, 420, 465, 467, 468, 471 and 34 of IPC. Pursuant to the registration of FIR, the 5th Respondent along with 4th Respondent cancelled the Sale Deed dated 07.01.2016 bearing Doc.No.91 of 2016 by executing a Cancellation Deed dated 09.08.2025 bearing Doc.No.6071 of 2025 in the Office of SRO Tambaram for in respect of 'B' Schedule property. As a consequence, the petitioners' title to 'B' Schedule property stood confirmed and reaffirmed. Further, the 4th and 5th Respondents have handed over physical possession of the 'B' Schedule property to the Portioners and the Petitioners are in absolute possession of the same.
5. During the pendency of the litigation, the 4th Respondent, Mr. Ganeshkumar has totally paid a sum of Rs.10,00,000/- to 6th Respondent, Mrs. J. Vanaja, by way of Demand Drafts vide No. 137143 dated 09.02.2026 for a sum of Rs. 4,00,000/- and No. 118326 dated 03.06.2026 for a sum of Rs. 6,00,000/-, as compensation towards the loss suffered by her.



6. The 6th Respondent has negotiated with the Petitioners to perfect her title in respect of 'C' Schedule property and agreed to pay sale consideration of Rs.43,95,300. The Petitioners, 4th and 6th Respondents have mutually agreed to settle the dispute on the following terms and conditions.

- A. **Mrs. Vanaja in consideration thereof, has paid a sum of Rs.43,95,300/- as detailed hereunder:**
- B. **Rs.18,18,120/- (Rupees - Lakhs Only) by way of RTGS dated 25.03.2026, bearing Reference No. SIBLR52026032500046048, through South Indian Bank, Padhuvanchery Branch, in favour of Mr. S. Saravananathan to his Karur Vysya Bank Ltd. Savings Account Number: 1629155000067857, IFSC Code: KVBL0001629**
- C. **Rs.6,59,060./- (Rupees - Lakhs Only) by way of RTGS dated 25.03.2026, bearing Reference No SIBLR52026032500045977, through South Indian Bank, Padhuvanchery Branch, in favour of Mrs. S.Bagavathi, to her Indian Bank, Chetput branch, Savings Account Number: 416552166, IFSC Code: IDIB000C017.**
- D. **Rs. 6,59,060/- (Rupees - Lakhs Only) by way of RTGS dated 25.03.2026, bearing Reference No. SIBLR52026032500045909, through South Indian Bank, Padhuvanchery Branch, in favour of Mrs. S.Indira, to her Indian Bank, Park Town Branch, Savings Account Number: 440732760, IFSC Code: IDIB000P024.**
- E. **Rs.6,59,060/- (Rupees - Lakhs Only) by way of RTGS dated 25.03.2026, bearing Reference No SIBLR52026032500045788, through South Indian Bank, Padhuvanchery Branch, in favour of Mrs. S. Chitra, to her Indian Overseas Bank Savings Account Number: 168501000003081, IFSC Code: IOBA0001685.**
- F. **Thus, the Party of the First Part hereby acknowledges the receipt of the sum of Rs.37,95,300/- towards the said Sale Consideration from the Party of the Second Part.**
- G. **It has been mutually agreed that the Party of the second part hereby pays the remining sum of Rs.6,00,000/- by way of South Indian Bank, Padhuvanchery Branch, Cheque No. 016795 in favour of Mr.-**



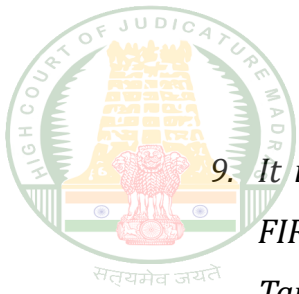
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S.Saravananathan, which the party of the first Part shall present for encashment pursuant to the orders of the Hon'ble High Court in W.P.No. 36281 of 2025.

- H. In the event the Post-Dated Cheque is dishonoured or not realised for any reason whatsoever, this Memorandum of Understanding shall stand automatically terminated, and the Party of the First Part shall be at liberty to proceed in accordance with law.***
- I. Upon such default, all amounts already paid by the Respondent shall stand forfeited, and the Respondent shall not be entitled to any refund.***
- J. Upon default, the Petitioners shall be entitled to withdraw any consent for settlement, revive or continue proceedings including the pending writ petition, criminal complaint, and initiate proceedings under the Negotiable Instruments Act, 1881, without prejudice to other remedies.***
- K. The timelines stipulated herein are strict, mandatory and non-extendable, and time shall be the essence of this Joint Compromise Memo.***

7. Thus, upon receipt of payment of the entire amount by the said Vanaja, it has been mutually agreed between the Parties that the Petitioners hereby confirms and ratify the title of the 6th Respondent with respect of the property situated at Vacant land measuring an extent of 897 sq.ft., out of 3600 sq.ft., in the Western Side in Plot No. 36, Comprised in Old S.No. 9/1A, New S.No. 9/18, situated at Puthur Village, Perumalpuram Phase-III, Chengalpattu District which was more fully described in the schedule 'C' of the Joint Compromise Memo.

8. The Petitioners and the Respondents 4 to 6 mutually agree that the Petitioners' title to 'B' Schedule property is hereby and hereunder acknowledged and reaffirmed.



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9. *It is mutually agreed that the Petitioners shall cooperate for Quashing the FIR in Crime No. 32 of 2025 on the file of the Central Crime Branch, Tambaram, dated 01.11.2025, in the event the 4th to 6th Respondents file any such petition for quashing the said FIR before the Hon'ble High Court of Madras.*

10. *The 4th Respondent and other parties acknowledge that the Power of Attorney Deed dated 10.09.2015 vide Doc.No.6038 of 2015 is fraudulent and shall not be acted upon.*

11. *A Memorandum of Understanding was entered between the Petitioners and Respondents on 25.03.2026 recording all the aforesaid terms and conditions. The parties to this Joint Compromise Memo mutually agree that the terms of compromise be recorded and entered in the Index-II of the Encumbrance Register in the Office of the SRO Tambaram.*

'A' SCHEDULE PROPERTY

A vacant house site bearing Plot No. 36, having an extent of 3600 Sq.ft comprised in S.No.9/1A, situated at Puttur Village, Perumal Puram Phase III Chengalpattu District, Chengalpattu Taluk, within the Registration District of Madras- South and Sub-Registration District of Tambaram and Kattankulathur Panchayat Union Limits.

Boundaries

North By: Plot No. 14 & 15

South By: Road;

East By: Plot No. 35 and

West By: Road, S. No. 7

Measurements

Northern Side: 67 feet;

Southern Side: 53 feet;

Eastern Side: 60 feet; and

Western Side: 14 feet; 49 feet.



‘B’ SCHEDULE PROPERTY

All that piece and parcel of land situated at Puthur Village, Kancheepuram District and Taluk (presently Chengalpet District and Taluk) , bearing No.10, “Perumalpuram Base III”, formerly comprised in Old Survey No. 9/1A, Patta No. 184, presently comprised in New Survey No. 9/18A, being a portion of New Survey No. 36, measuring to a total extent of 3,600 Square Feet, out of which vacant land measuring to an extent of 1980 sq.ft. is being dealt in the present cancellation Deed, and the same is bounded on:

North by: Lands in Survey Nos. 14 & 15, measuring 33 feet

South by: Road, measuring 33 feet

East by: Land in Survey No. 35, measuring 60 feet

West by: Remaining portion of land in Survey No. 36, measuring 60 feet

Measurements:

North-South on the Eastern side : 60 Feet

North-South on the Western side : 60 Feet

East-West on the Northern side : 33 Feet

East-West on the Southern side: 33 Feet

Containing an extent of 3,600 Square Feet, together with all easementary and appurtenant rights attached thereto and lying within the Registration District of Chennai South (presently Tambaram) and the Sub-Registration District Tambaram (presently Tambaram Joint I)

‘C’ SCHEDULE PROPERTY

All that piece and parcel of Vacant land measuring an extent of 897 sq.ft., out of 3600sq.ft., in the Western Side in Plot No. 36, Comprised in Old S.No. 9/1A, New S.No. 9/18, situated at Perumalpuram Phase-III, Puthur Village, Chengalpattu District

Bounded on the

North by : Plot No. 14 and 15

South by : Road

East by : Remaining land in Plot No.36

west by : Road

Admeasuring



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*North to South on Eastern Side : 39 Feet 0 Inches**North to South on Western Side : 39 Feet 0 Inches**East to West on Northern Side : 27 Feet 7 Inches**East to West on Southern Side : 18 Feet 3 Inches**Within the Sub Registration District of Tambaram Joint-I and
Registration District of Tambaram.*

3. The Joint Memo of Compromise dated 05.06.2026 filed by the petitioner and respondent Nos.4 and 6. is taken on record. Accordingly, this Writ Petition stands disposed of in terms of the Joint Compromise Memo. The said Joint Compromise Memo shall form part of the order. In the event, the parties file any proceedings/document before the Sub Registrar, the Sub Registrar concerned is directed to register the same and carry out necessary entries in Index-II of Encumbrance Certificate. There shall be no order as to costs. Consequently, the connected Miscellaneous Petition is closed.

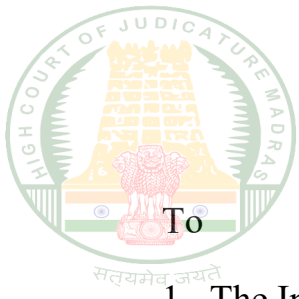
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Index: Yes/No

Speaking/Non-speaking order

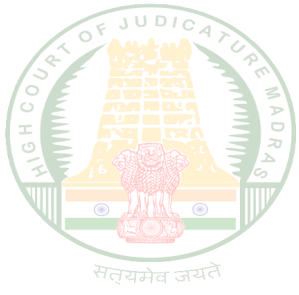
Neutral Citation: Yes/No

Asi



To

1. The Inspector General of Registration,
No. 100, Santhome High Road,
Raja Annamalaipuram, Chennai 600 009
2. The District Registrar
O/o. Distirct Registrar Tambaram, Tambaram
Chennaia 600 045.
3. The Sub Registrar
O/o. Sub Registrar Tambaram Chennai 600 045
4. M. G Anesh Kuamr
S/o. Amohan, Sai Prince Flat, Flat No. S3 No
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7. The Commissioner of Police
Tambaram City Police, Chennai 600 119.
8. The Inspector of Police
Central Crime Branch, Chennai 600 119.



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WP No. 36281 of 2



KRISHNAN RAMASAMY, J.

Asi

WP No. 36281 of 2025

11-06-2026