



W.P(MD)No. 6675 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED :11.03.2026

CORAM:

THE HONOURABLE MR JUSTICE D.BHARATHA CHAKRAVARTHY

W.P(MD)No. 6675 of 2026

K.Sridharan

... Petitioner

Vs

1. The District Registrar,
District Registrar Office,
Madurai.

2. The Sub Registrar,
The Sub Registrar Office,
Chokkikulam,
Madurai.

3. K.Jayachandran

4. K.Krishnammal

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, directing the respondents 1 and 2 to forthwith remove and expunge the entry relating to the unilateral cancellation deed executed by the third respondent dated 14.09.2011, registered as Document No.6031/2011 cancelling the Settlement Deed executed by him in favour of the fourth respondent in Document No. 2124/2011 dated 29.03.2011, or in the alternative create and adverse remark against the said cancellation deed that it is a nullity within a reasonable period to be determined by this Court.



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For Petitioner : Mr. N.Dilipkumar
For Respondents : Mr.A.Baskaran
Additional Government Pleader

ORDER

Even though the private parties are there, the writ petition is disposed of at the admission stage considering the submission made on behalf of the petitioner that the entire issue has been settled by the parties in a Mediated Settlement Agreement before the civil court and that they are not disputing the same and/or claiming title in respect of the property in any manner whatsoever and the writ petition itself is filed only to remove the cloud in title in view of certain entries in the encumbrance relating to the property.

2. The writ petition is filed for a Mandamus directing the respondents 1 and 2 to remove and expunge the entry relating to the unilateral cancellation deed executed by the third respondent dated 14.09.2011, registered as Doc.No.6031/2011, cancelling the settlement deed executed by him in favour of the fourth respondent in Doc.No.



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2124/2011 dated 29.03.2011, or in the alternative create an adverse remark against the said cancellation deed declaring that it is a nullity.

3. Upon hearing the learned counsel for the petitioner and perusing the material records of the case, it can be seen that the subject land, being premises and a building measuring 1469 sq.ft. in R.S.No.23/34, Door No. 49, Netaji Nagar, B.B. Kulam, Madurai district, was originally gifted by the third respondent in the writ petition, namely, K.Jayachandran in favour of the petitioner's mother, who is the fourth respondent in the writ petition, *vide* Doc.No.2124/2011. Thereafter, he had unilaterally cancelled the settlement date *vide* Doc.No.6031 of 2011 dated 14.09.2011. Further, the fourth respondent executed a settlement deed in favor of the petitioner *vide* Doc.No.5834/2012 dated 26.11.2012, ignoring the unilateral cancellation taking a position that the same is a null and void document.

4. Thereafter, the matter went to civil court in O.S.No.99 of 2013 on the file of the Principal District Court, Madurai and the matter was referred to mediation. A Mediated Settlement Agreement was arrived at



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in which the third respondent, namely, the brother of the petitioner, relinquished all rights in respect of the said property and the sum mentioned therein was paid in consideration thereof for him to relinquish the said rights. The suit was disposed of in terms of the Mediated Settlement Agreement. In view thereof, the petitioner prays that either the entry relating to the unilateral cancellation be cancelled or a suitable entry to be made.

5. I heard the learned Additional Government Pleader appearing on behalf of the respondents 1 and 2 and perused the material records of the case.

6. Upon considering the Mediated Settlement Agreement, it is clear that the petitioner's brother has relinquished his rights in respect of the suit scheduled property in favour of the petitioner and the sum mentioned therein is also submitted to be paid to the third respondent. But there is no express clause agreeing that the unilateral cancellation deed be treated as null and void. Therefore, in view of the Mediated Settlement Agreement, the alternative prayer in the writ petition alone



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can be granted. The respondents 1 and 2 shall cause an entry in the encumbrance of the said property that “the executant of the unilateral cancellation deed dated 14.09.2011 registered *vide* Doc.No.6031/2011 cancelling the settlement deed, had subsequently relinquished title in favour of the petitioner *vide* Mediated Settlement Agreement, which was recorded as a compromise decree in O.S.No.99 of 2013 on the file of the Principal District Court, Madurai.” The said endorsement will satisfy and clear the cloud of title, if any, with reference to the petitioner in respect of the property.

7. The above said endorsement shall be made within a period of four (4) weeks from the date of receipt of the web copy of the order, without waiting for the certified copy of the order.

8. With the above observations, this writ petition is disposed of.

No costs.

NCC : Yes/No
apd

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To

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Madurai.

2. The Sub Registrar,
The Sub Registrar Office,
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D.BHARATHA CHAKRAVARTHY.,J.

apd

ORDER MADE IN

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