

W.P.(MD)No.11144 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 20.04.2026

CORAM

THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

W.P.(MD)No.11144 of 2026

G.Dhandayuthapandi

.. Petitioner

- Vs. -

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The Sub Registrar,
Joint-3 Sub Registrar Office,
Srirangam Taluk,
Trichy District.

.. Respondent

Prayer: Writ Petition is filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus, to call for the records relating to the impugned Refusal Check Slip No.RFL/3 No Joint Sub Registrar Trichy/123/2026 dated 06.04.2026 issued by the respondent, quash the same and consequently, direct the respondent to register the Lok Adalat Award dated 13.12.2025 in Lok Adalat Case No.969 of 2025 on the file of the Hon'ble Lok Adalat, District Legal Services Authority, Tiruchirappalli, without insisting stamp duty, within time frame.

For Petitioner : Mr.B.Prasanna Vinoth

For Respondent : Mr.M.Gangatharan
Government Advocate



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ORDER

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The Writ Petition challenges the impugned refusal check slip, dated 06.04.2026.

2. The case of the petitioner is that the petitioner had entered into a lease agreement with a tenant and the same was an unregistered lease agreement. Whiles the said tenant filed a suit in O.S.No.797 of 2025 on the file of the learned II Additional Subordinate Court, Trichy, for an injunction restraining the respondent from in any manner evicting him except by due process of law. The matter was referred to Lok Adalat pending the suit and vide Lok Adalat Case No.969 of 2025, an award was passed, recording the joint memorandum of compromise, filed by the plaintiff and the defendant.

3. Upon considering the terms, it can be seen that the plaintiff had claimed that there was a third party who was claiming to be the owner of the property and they have settled the matter amicably and the plaintiff has handed over the possession of the property to the defendant and undertaken not to claim any right, title and interest in respect of the property. It can be seen that it is an arrangement by which the plaintiff has handed over the possession of the



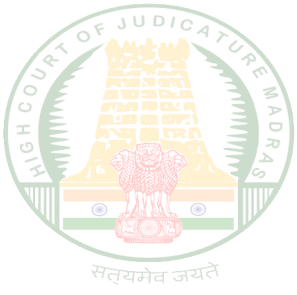
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property. The earlier lease agreement is an unregistered lease agreement and therefore, it cannot be said that any right, title or interest is transferred with reference to the property. Therefore, even with reference to the same, when the Lok Adalat decree is presented, the stamp duty and registration charges have to be calculated only on the value of the decree and not on the value of the property.

4.In view thereof, the reasons contained in the impugned refusal check slip cannot be sustained and this Writ Petition is allowed on the following terms:

(i) The impugned refusal check slip, dated 06.04.2026, shall stand set aside and the matter shall stand remanded back to the file of the respondent;

(ii) Within two weeks from the date of receipt of a web copy of the order, the petitioner shall represent the document and if the petitioner has already paid the stamp duty and the registration charges to the value of the decree, the same shall be registered, if there is no other impediment.



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(iii) Needless to mention that the petitioner has to comply with the other requirements, including producing the certified copy of the decree duly obtained by him from the concerned Court.

No costs.

20.04.2026

sjj

NCC: No

To

The Sub Registrar,
Joint-3 Sub Registrar Office,
Srirangam Taluk,
Trichy District.



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D.BHARATHA CHAKRAVARTHY, J.

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