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WP.No.8075 of 2025

In the High Court of Judicature at Madras

Reserved on 01.4.2025	Delivered on : 08.4.2025
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Coram :

The Honourable Mr.Justice N.ANAND VENKATESH

Writ Petition No.8075 of 2025

R.Shridar

...Petitioner

Vs

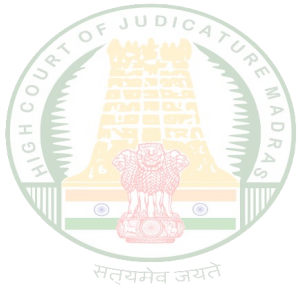
1.The Sub-Registrar,
Sub-Registrar Office,
Coimbatore North Joint I,
Coimbatore District.

2.Kiran Kumar

...Respondents

PETITION under Article 226 of The Constitution of India praying for the issuance of a Writ of Certiorarified Mandamus to call for the records relating to unilateral cancellation of settlement deed registered as document No.1/8210/2024 dated 25.11.2024 on the file the SRO Joint I Coimbatore North - the 1st respondent herein, quash the same as illegal and without jurisdiction and consequently direct the 1st respondent herein to remove the entires in respect of the impugned unilateral cancellation of settlement deed registered as document No. 1/8210/2024 dated 25.11.2024 from the concerned registers viz book No.1 of the 1st respondent within the time frame.

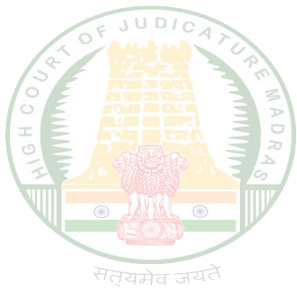
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For Petitioner : Mr.S.Venugopalraj
For R1 : Mr.U.Baranidharan, SGP
For R2 : Mr.S.R.Rajagopal, SC for
Mr.M.Sriram

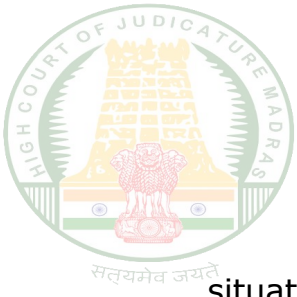
ORDER

This writ petition has been filed challenging the unilateral cancellation of a settlement deed dated 25.11.2024 registered as doc. No.8210 of 2024 and for a consequential direction to the first respondent to remove the entries in respect of the unilateral cancellation of the settlement deed from the concerned register.

2. Heard the learned counsel for the petitioner, the learned Special Government Pleader appearing for the first respondent and the learned Senior Counsel appearing on behalf of the second respondent.

3. The case of the petitioner is as follows :

(i) The petitioner's elder sister, who is none other than the mother of the second respondent, executed a gift settlement deed dated 24.11.2023 registered as doc.No.8608 of 2023 on the file of the first respondent in respect of the property measuring 10,347 sq.ft.



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situated at Ward A, Anupparpalayam in T.S.Nos.1304/2, 1304/4, 1304/5, 1304/7, 1305/1, 1305/3 & 1305/5 and in block No.25 in T.S.No.1305/2. The original title deeds were handed over to the petitioner along with the settlement deed dated 24.11.2023 executed in his favour .

(ii) Later, the settlor namely the elder sister of the petitioner unilaterally cancelled the settlement deed dated 24.11.2023 through a cancellation deed dated 25.11.2024 registered as doc.No.8210 of 2024 on the file of the same first respondent. This is put to challenge in this writ petition.

4. Initially, this Court allowed the above writ petition by order dated 12.3.2025 by following the Full Bench judgment of the Madurai Bench of this Court in the case of **Sasikala & Others Vs. Revenue Divisional Officer & Others [reported in 2022 (7) MLJ 1]**. After the disposal of the above writ petition, a mention was made on the side of the second respondent to the effect that the said order dated 12.3.2025 was passed without affording an opportunity to the second respondent, who has some valid grounds to put forth before this Court. Accordingly, the matter was listed under the caption 'for being



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mentioned' on 19.3.2025, on which date, the said order dated 12.3.2025 was recalled and the above writ petition was restored to file.

5. Pursuant to the said order dated 19.3.2025, a counter affidavit has been filed by the second respondent wherein he took the following stand :

(i) The petitioner is the maternal uncle of the second respondent and under the guise of providing treatment to the mother of the second respondent, the petitioner managed to get the settlement deed 24.11.2023 executed in his favour. Thereafter, the petitioner did not take care of the settlor and consequently, based on the rights reserved under the settlement deed dated 24.11.2023, the settlor cancelled the same through the cancellation of settlement deed dated 25.11.2024.

(ii) Further, a fresh settlement deed was executed in favour of the second respondent even on the same day in respect of the subject property and it was registered as doc.No.8211 of 2024 on the file of the same first respondent thereby the second respondent is in possession and enjoyment of the subject property and it has been let out and the second respondent has been receiving the rental income.



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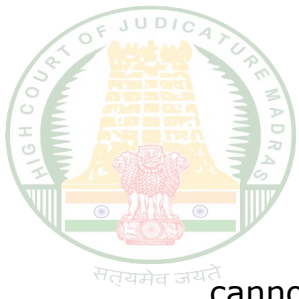
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That apart, mutation of revenue records also took place and the name of the second respondent is reflected in the revenue records.

(iii) The settlement deed dated 24.11.2023 is a conditional one and the rights were reserved by the settlor to cancel the same. Since the petitioner did not comply with the condition of taking care of the settlor, she was constrained to enforce her right to cancel the settlement deed dated 24.11.2023 and she did so. That apart, even though the document has been given the nomenclature of a settlement deed, in effect, it can be construed only as a Will, which can be cancelled at any point of time during the life time of the executor. Ultimately, the second respondent sought for dismissal of this writ petition.

6. The learned counsel for the petitioner made the following submissions :

(i) The settlor did not reserve any right to cancel the settlement deed dated 24.11.2023. The settlement deed had been acted upon by handing over all the original title deeds pertaining to the subject property. What was postponed was only the enjoyment over the subject property during the life time of the settlor and that, by itself,



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cannot be a ground to unilaterally cancel the settlement deed dated 24.11.2023. After the execution of the cancellation of the settlement deed dated 25.11.2024, the settlor died on the very next day and this would show the state of affairs of the settlor during the execution of cancellation of the settlement deed.

(ii) In order to substantiate his submissions, he relied upon the Full Bench judgment of the Madurai Bench of this Court in the case of **Sasikala**.

7. Per contra, the learned Senior Counsel appearing on behalf of the second respondent made the following submissions :

(i) The contents of the settlement deed dated 24.11.2023 would clearly show that it was a Will, but it has been given the nomenclature of a settlement deed. In view of the same, it can be cancelled at any point of time by the settlor. Even if the settlement deed dated 24.11.2023 is taken as such, it was only a conditional settlement wherein the petitioner was expected to take care of the settlor. Instead, she was abandoned and that gave rise to the settlor to execute the cancellation of the settlement deed dated 25.11.2024, which is perfectly in accordance with law. The disputed right and title



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over the subject property can be worked out before the competent civil court and the parties may be relegated to the civil court.

(ii) The Full Bench judgment that was relied upon by the learned counsel for the petitioner will not apply to the facts of the present case considering the grounds that have been raised by the second respondent. The settlement deed dated 24.11.2023 was never acted upon since the settlor was receiving the income from the subject property and was in possession and enjoyment of the same. At no point of time, the petitioner had exercised any right over the subject property.

8. The learned Special Government Pleader appearing for the first respondent, in order to assist this Court, brought to the notice of this Court the latest judgment of the Hon'ble Apex Court in the case of ***N.P.Saseendran Vs. N.P.Ponnamma [Civil Appeal No.4312 of 2025 dated 24.3.2025]***.

9. This Court has carefully considered the submissions of the learned counsel on either side and perused the materials available on record and more particularly the impugned cancellation deed dated



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25.11.2024.

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10. The first issue to be gone into is with regard to the nature of document that was executed in favour of the petitioner by the settlor on 24.11.2023.

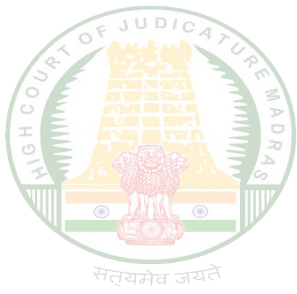
11. The learned Senior Counsel appearing on behalf of the second respondent took a specific stand that the settlement deed dated 24.11.2023 was, in effect, only a Will even though it was given the nomenclature of a settlement deed.

12. The relevant recitals in the settlement deed dated 24.11.2023 are extracted as hereunder :

"Whereas the settlor is the sister of the settlee and whereas the settlor has natural love and affection with the settlee and as the settlor has absolute right to settle the schedule property to the settlee out of such natural love and affection bears towards the settlee, the settlor doth hereby execute this deed of settlement in favour of the settlee in the manner hereinafter appearing :

Now this deed of settlement witnesseth as follows :

That in pursuance of the aforesaid recitals,



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the settlor shall enjoy the income from the schedule property till her life time and after her life time, the settlee shall enjoy the schedule property absolutely forever from generation to generation.

That the settlee shall and may, after the settlor's life time, shall peacefully and quietly enter upon, have, hold, occupy, sell, possess and enjoy the schedule property with full right of alienation as his own property hereby settled through the deed of settlement and receive, take benefits thereof and every part thereof without any let or hindrance or claim or demand whatsoever.

The settlor doth hereby declare that the settlor has full right and authority to conditionally settle the schedule property to the settlee and the schedule property set forth in this deed of settlement is free from all encumbrances, charges, liens, mortgages, litigation, attachment, maintenance, lis pendens and testamentary disposition, etc."

13. A careful reading of the above recitals would show that the settlor had reserved her right to enjoy the income arising out of the subject property till her life time and she also retained her right to occupy the subject property during her life time. It was further made clear that after her life time, the petitioner will have the absolute right

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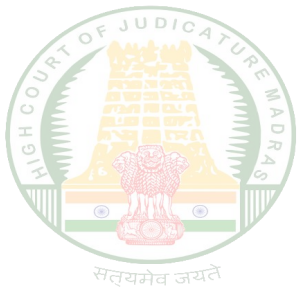
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over the subject property and will be entitled to all the benefits arising out of the same for ever.

14. It is apparent from the settlement deed dated 24.11.2023 that the settlor has not used the expression '**conditionally settled the schedule property**'. The document does not talk about any specific conditions that have to be fulfilled by the petitioner and it also does not talk about any rights reserved by the settlor to execute the cancellation of the settlement deed due to non compliance of the conditions. In view of the same, the term '**condition**' as is referred to in the settlement deed dated 24.11.2023 can only be relatable to the conditions wherein the settlor had reserved her right to receive the income from the subject property and to be in possession and enjoyment of the subject property during her life time.

15. I had an occasion to deal with a similar issue in the case of **Mrs.Sunitha Gridharidas & Others Vs. Sub-Registrar, Purasaiwalkam [W.P.No.10657 of 2015 dated 02.9.2022]**. After considering all the earlier judgments including the concepts of '**vested interest**' and '**contingent interest**', it was held as follows :

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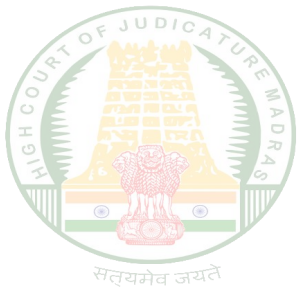


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"16. The next issue to be taken into consideration is as to whether the settlor retaining a life interest over the subject property and continuing to be in possession of the property and denying the right of alienation in favour of the petitioners during her lifetime, can be construed as a conditional bequest without conferring any vested interest in favour of the petitioners. Consequently, does it give the right to the settlor to unilaterally cancel the settlement deed ?

17. The settlor has confirmed and assured that after her lifetime, the petitioners alone will have right, title and interest in the subject property and no one else claiming through the settlor shall have any such right. This makes it clear that the vested remainder was absolutely given in favour of the petitioners. The same was further confirmed at Clause 5 of the settlement deed.

18. It is now a settled law that a person gets a vested interest in a property when he acquires a proprietary right in it and the right of enjoyment alone is deferred to a future date, till the lifetime of the settlor. In the same way, such postponement of the right of the power to transfer the property by the settlee, does not take away the vested interest of the settlee. The only test to be applied is to see if a right has been created in praesenti. This principle of law has been clearly stated in the



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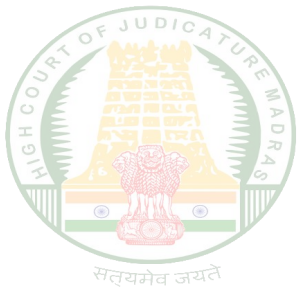
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judgments relied upon by the learned counsel for the petitioners.

19.The Apex Court had an occasion to deal with the scope of Sections 19 and 21 of the Transfer of Property Act in the case of Usha Subbarao v. B.N. Vishveswaraiah reported in (1996) 5 SCC 201 and it was held as follows:

19. For the purpose of determining the date of vesting of the interest in the bequest it is necessary to bear in mind the distinction between a vested interest and a contingent interest. An interest is said to be a vested interest when there is immediate right of present enjoyment or a present right for future enjoyment. An interest is said to be contingent if the right of enjoyment is made dependent upon some event or condition which may or may not happen. On the happening of the event or condition a contingent interest becomes a vested interest. The Transfer of Property Act, 1882 as well as the Indian Succession Act, 1925 recognise this distinction between a vested interest and a contingent interest. Vested interest has been thus defined in Section 19 of the Transfer of Property Act, 1882:

'19. Where, on a transfer of property, an interest therein is created in favour of a person without specifying the time when it is to take effect, or in terms specifying that it is to take



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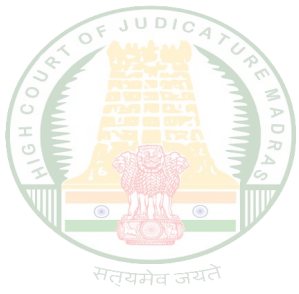
effect forthwith or on the happening of an event which must happen, such interest is vested, unless a contrary intention appears from the terms of the transfer.

A vested interest is not defeated by the death of the transferee before he obtains possession.

Explanation.? An intention that an interest shall not be vested is not to be inferred from a provision whereby the enjoyment thereof is postponed, or whereby a prior interest in the same property is given or reserved to some other person, or whereby income arising from the property is directed to be accumulated until the time of enjoyment arrives, or from a provision that if a particular event shall happen the interest shall pass to another person.'

10. In the Indian Succession Act provision with regard to date of vesting of a legacy when payment or possession is postponed is contained in Section 119 which provides as follows:

'119. Date of vesting of legacy when payment or possession postponed.?Where by the terms of a bequest the legatee is not entitled to immediate possession of the thing bequeathed, a right to receive it at the proper time shall, unless a contrary intention appears by the Will, become vested in the legatee on the testator-s death, and shall pass to the legatee-s representatives if he



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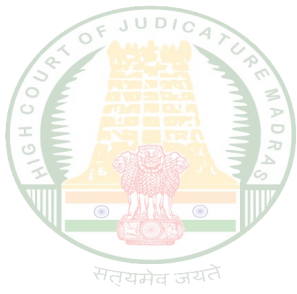


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dies before that time and without having received the legacy, and in such cases the legacy is from the testator-s death said to be vested in interest.

Explanation.? An intention that a legacy to any person shall not become vested in interest in him is not to be inferred merely from a provision whereby the payment or possession of the thing bequeathed is postponed, or whereby a prior interest therein is bequeathed to some other person, or whereby the income arising from the fund bequeathed is directed to be accumulated until the time of payment arrives, or from a provision that, if a particular event shall happen, the legacy shall go over to another person.?’

13. In order to determine whether the appellant can claim any right in the properties of the testator, it is, therefore, necessary to examine the nature of the bequest that was made by the testator in favour of his five sons including the deceased husband of the appellant. If it is found that the bequest is in the nature of vested interest, it would vest in the husband of the appellant on the death of the testator and after the death of her husband the appellant, as his legal representative, would be entitled to claim her husband-s interest in the properties. But in case the bequest is found to be in the nature of a contingent interest which was to vest in the legatees only after the death of



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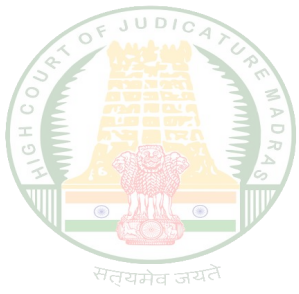


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Smt Nadiga Nanjamma, the appellant would not be entitled to claim any interest in the properties since her husband had predeceased Smt Nadiga Nanjamma.?"

20. The above judgment captures the distinction between a vested interest and a contingent interest. Insofar as the vested interest is concerned, it can either be an immediate right of present enjoyment or a present right for future enjoyment and further the right or enjoyment is not made dependent upon some event or condition which may or may not happen.

21. The relevant Clauses in the settlement deed dated 01.10.2009 makes it abundantly clear that there was no condition imposed by making the right contingent upon any event or condition. Thus, the petitioners acquired vested interest in the subject property on the date of execution of settlement deed in their favour. The vested interest was not taken away merely because their enjoyment over the property and the right of alienation was postponed till the lifetime of the settlor. That is the reason why the settlor did not retain any right to cancel the settlement deed during her lifetime."



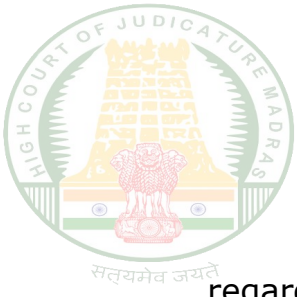
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16. In the said decision dated 02.9.2022, it was held that there is a distinction between the expressions '**vested interest**' and '**contingent interest**'. In so far as the term '**vested interest**' is concerned, it can be either an immediate right of present enjoyment or a present right for a future enjoyment whereas in the case of contingent interest, it imposes a condition precedent, which requires to be fulfilled even before the transfer could take place and in such cases, the transfer takes effect only on the fulfilment of the condition and thereafter, the interest becomes vested.

17. In the case in hand, the settlement deed dated 24.11.2023 does not anywhere impose a condition precedent that is required to be fulfilled in order to have the transfer to take place in favour of the petitioner. What is apparent is that the petitioner acquired a vested interest in the subject property on the date of execution of the settlement deed dated 24.11.2023 and only enjoyment of the subject property was postponed to a future date till the life time of the settlor.

18. The fact that the settlor did not retain any right to cancel the settlement deed dated 24.11.2023 by adding a specific recital in this



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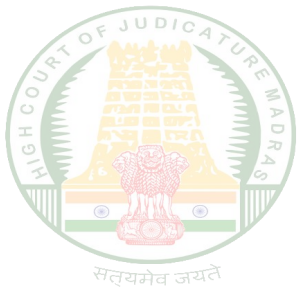
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regard would show that the settlor did not intend to create a contingent interest and what was intended was only to create a vested interest in favour of the petitioner and only postponed enjoyment of the subject property to a future date. Therefore, by no stretch, the settlement deed dated 24.11.2023 can be construed as a Will as was contended on the side of the second respondent. The settlement deed dated 24.11.2023 also did not reserve any rights in favour of the settlor to cancel the document on the ground of non-fulfilment of any conditions.

19. Having rendered the above findings, the other issue to be considered is as to whether the cancellation deed dated 25.11.2024 that was entertained and registered by the first respondent can be sustained in the eye of law.

20. To decide the above issue, useful reference can be made to the Full Bench judgment of the Madurai Bench of this Court in the case of **Sasikala** wherein the relevant portions are extracted as hereunder:

"41. Regarding gift or settlement: With regard to unilateral cancellation of gift deed, which



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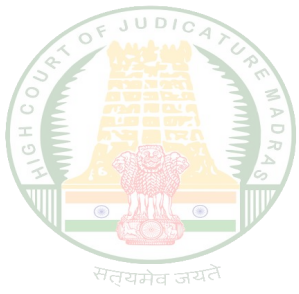


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is not revocable and does not come under the purview of Section 126 of the Transfer of Property Act, the Registrar has no power to accept the deed of cancellation to nullify the registered settlement deed. Section 126 of the Transfer of Property Act, reads as follows:

'126. When gift may be suspended or revoked:- The donor and donee may agree that on the happening of any specified event which does not depend on the will of the donor a gift shall be suspended or revoked; but a gift which the parties agree shall be revocable wholly or in part, at the mere will of the donor, is void wholly or in part, as the case may be. A gift may also be revoked in any of the cases (save want or failure of consideration) in which, if it were a contract, it might be rescinded. Save as aforesaid, a gift cannot be revoked. Nothing contained in this section shall be deemed to affect the rights of transferees for consideration without notice.'

42. Section 126 of the Transfer of Property Act recognizes the power of revocation where the donor reserves a right to suspend or revoke the gift on happening of any specified event. However, the illustrations clarify that the revocation should be with the assent of the donee and it shall not be at the will of donor as a gift revocable at the mere Will of the donor is void. The Sub~registrar cannot



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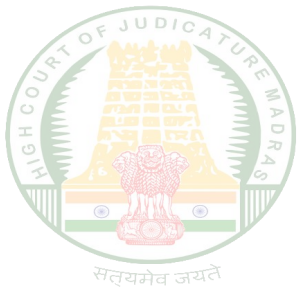
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decide whether there was consent for revocation outside the document. If the donor by himself reserves a right to revoke the gift at his Will without the assent by donee, the gift itself is void. Since we are dealing with unilateral cancellation, the power of registration of cancellation or revocation of gift deed cannot be left to the discretion or wisdom of registering authority on facts which are not available or discernible from the deed of gift. When the power of revocation is reserved under the document, it is permissible to the registering officer to accept the document revoking the gift for registration only in cases where the following conditions are satisfied;

(a) There must be an agreement between the donor and donee that on the happening of a specified event which does not depend on the Will of the donor the gift shall be suspended or revoked by the donor.

(b) Such agreement shall be mutual and expressive and seen from the document of gift.

(c) Cases which do not fall under Section 126 of Transfer of Property Act, unless the cancellation of Gift or Settlement is mutual, the registering authority shall not rely upon the self serving statements or recitals in the cancellation deed. For example questioning whether the gift deed was accepted or acted upon cannot be



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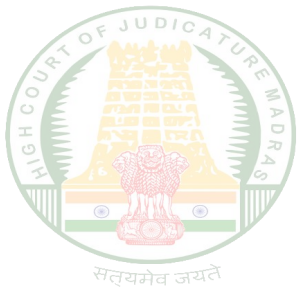


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decided by the registering authority for the purpose of cancelling the registration of gift or settlement deed.

43.The donor must specifically reserves such right to suspend or revoke the gift deed with the consent of donee to attract Section 126 of the Transfer of Property Act. Unless the agreement is mutual, expressed in the recitals, the Registering Authority cannot accept the document for registration. However, the factual allegations with regard to the acceptance of gift or the issue where the gift was acted upon or not do not come under the purview of the Registering Officer. Hence, the Registering Officer is not excepted to accept the document unilaterally cancelling the gift deed, merely on the basis of the statement of the donor or the recitals in the document for cancellation.

44.From the discussions and conclusions we have reached above with reference to various provisions of Statutes and precedents, we reiterate the dictum of Hon-ble Supreme Court in Thota Ganga Laxmi and Ors. Vs. Government of Andhra Pradesh & Ors., reported in (2010) 15 SCC 207 and the Full Bench of this Court in Latif Estate Line India Ltd., case, reported in AIR 2011 (Mad.) 66 and inclined to follow the judgment of three member Bench of Hon-ble Supreme Court in Veena Singh's case reported in (2022) 7 SCC 1 and the



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judgment of two member Bench of Hon-ble Supreme Court in Asset Reconstruction Company (India) Ltd., case, reported in 2022 SCC On~line SC 544 for the following propositions:

(a) A sale deed or a deed of conveyance other than testamentary dispositions which is executed and registered cannot be unilaterally cancelled.

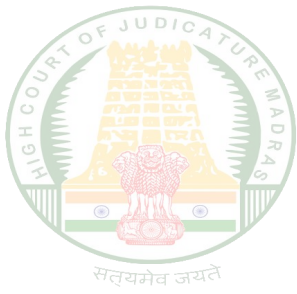
(b) Such unilateral cancellation of sale deed or a deed of conveyance is wholly void and non est and does not operate to execute, assign, limit or extinguish any right, title or interest in the property.

(c) Such unilateral cancellation of sale deed or deed of conveyance cannot be accepted for registration.

(d) The transferee or any one claiming under him or her need not approach the civil Court and a Writ Petition is maintainable to challenge or nullify the registration.

(e) However, an absolute deed of sale or deed of conveyance which is duly executed by the transferor may be cancelled by the Civil Court at the instance of transferor as contemplated under Section 31 of Specific Relief Act.

(f) As regards gift or settlement deed, a deed of revocation or cancellation is permissible only in a case which fall under Section 126 of



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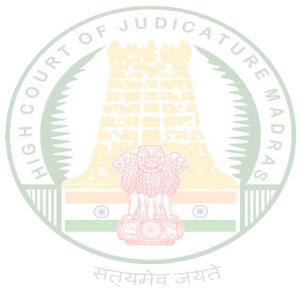


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Transfer of Property Act, and the Registering Authority can accept the deed of cancellation of gift for registration subject to the conditions specified in para 42 of this judgment.

(g) The legal principles above stated by us cannot be applied to cancellation of Wills or power of Attorney deed which are revocable and not coupled with interest."

21. The above Full Bench judgment of the Madurai Bench of this Court made it clear that the gift settlement deed dated 24.11.2023 can be cancelled only if it comes within the purview of Section 126 of the Transfer of Property Act. This provision recognizes the power of revocation where the settlor/donor reserves a right to sustain or revoke the document on the happening of a specific event. The Full Bench further made it clear that if the donor/settlor has not reserved any such right, Section 126 of the Transfer of Property Act does not come into play and as a result, such a settlement/gift deed cannot be unilaterally cancelled and that such document cannot be entertained by the Sub-Registrar concerned.

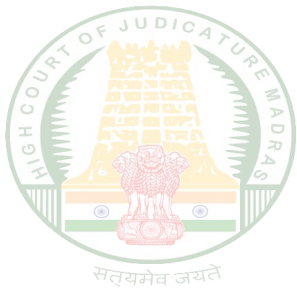


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22. Useful reference can also be made to the judgment of the Hon'ble Apex Court in the case of **N.P.Saseendran** wherein the relevant portions are extracted as hereunder :

"18. The ratio in the above judgments would have to be applied considering the facts of the case. It is settled law that delivery of possession is not sine qua non to validate a gift or settlement. Therefore, for the document to be valid, it is sufficient if it is proved that the same was acted upon during the life time of the executant. In the present case, it is not in dispute that the plaintiff has registered the instrument. Such registration by the plaintiff is possible only if the document was handed over by Defendant No.1. The factum of acceptance can be derived from the conduct of the parties. This Court in the judgment in Daulat Singh (Supra) has held that the possession of the gift itself would amount to acceptance. The plaintiff, when the suit was filed, was in possession of the original title deed. The stand of the defendants that the plaintiff took away the document later is unbelievable. Even assuming that the original deed was returned after registration, the fact that it was already acted upon, cannot be altered. Once a gift has been acted upon, the same cannot be unilaterally cancelled. As already held by us, delivery of possession is only one of the methods



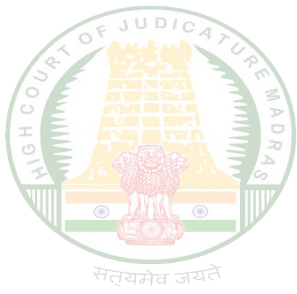
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to prove acceptance and not the sole method. The receipt of the original document by the plaintiff and registration of the same, would amount to acceptance of the gift and the transaction satisfies the requirement of Section 122 of the Transfer of Property Act, 1882. The creation of life interest with rights to enjoy the income from the property is a plausible and justifiable reason for the plaintiff not to reside in the premises. Once the document is declared as "gift", Defendant No.1 had no right to cancel the same unilaterally and the Sub Registrar had no right to register the cancellation deed. Once the document is categorized as a gift, in the absence of any clause or reservation to cancel, the executant has no right to cancel the same. The reasons for cancellation or revocation of gift have to be proved in a court of law. Therefore, according to us, the unilateral cancellation of the document is void and as a natural corollary, the sale deed dated 19.10.1993 executed by Defendant No.1/father also, is invalid.

19. The facts on record also reveal that the other family members, namely, Defendant Nos.3 and 4 supported the case of Respondent No.1/plaintiff cannot be ignored. Furthermore, the recitals in the document apparently demonstrate and satisfy the requirement to classify the document as a "settlement".



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23. In the above decision, the Hon'ble Apex Court made it clear that once the gift/settlement deed has been acted upon, the same cannot be unilaterally cancelled, that the donor retaining a life interest with rights to enjoy the income from the property, does not create a right to cancel the document unilaterally, that such a document should not be entertained and registered by the Sub-Registrar concerned and that if the same is done, such unilateral cancellation becomes void in the eye of law. The above judgment of the Hon'ble Apex Court only reiterates the settled position of law.

24. Even though an attempt was made on the side of the second respondent to contend that the settlement deed dated 24.11.2023 has not been acted upon by the petitioner, the fact that the original title deeds to the subject property and the original settlement deed dated 24.11.2023 were handed over to the petitioner would be sufficient enough to conclude that the settlement deed dated 24.11.2023 has been acted upon. The petitioner could not have done anything more during the life time of the settlor since the settlor had retained the right to collect the income from the subject property and also enjoyed the subject property during her life time. Therefore, if at all the

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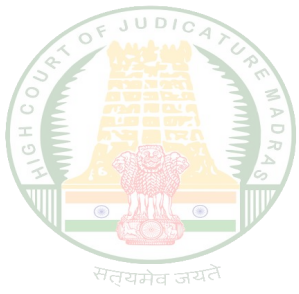
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petitioner effectively acts upon the settlement deed dated 24.11.2023, it could have been done only on the demise of the settlor.

25. The learned Senior Counsel appearing on behalf of the second respondent, placed reliance upon the order passed in the case of ***P.Premavathy Vs. Inspector General of Registration, Chennai-4 [W.P.No.19832 of 2023 dated 24.4.2024]*** wherein a learned Single Judge of this Court had upheld the unilateral cancellation of the settlement deed on the ground that the same, in essence, was only a Will.

26. The reliance placed on the judgment in the case of ***P.Premavathy*** will not come to the aid of the second respondent. This Court has already held that the document in question is a settlement deed and not a Will. If that being so, the same cannot be unilaterally cancelled unless such a right was retained by the settlor and it was a conditional bequest.



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27. In the light of the above discussions, the unilateral cancellation of the settlement deed dated 24.11.2023 through the cancellation deed dated 25.11.2024, which was entertained and registered by the first respondent in doc.No.8210 of 2024 is held to be illegal and null and void. As a consequence, the settlement deed dated 25.11.2024 registered as doc.No.8211 of 2024 executed in favour of the second respondent is also non-est in the eye of law since the settlor did not have the right to cancel the settlement deed dated 24.11.2023 already executed in favour of the petitioner and there was no right or title retained by the settlor in order to pass it on to the second respondent at a later point of time.

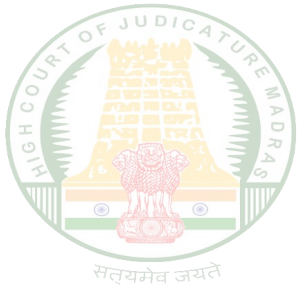
28. This Court is redolent with the Latin maxim '**nemo dat quod non habet**'.

29. In the result, the writ petition is allowed as prayed for. No costs.

08.4.2025

Index : Yes
Neutral Citation : Yes

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N.ANAND VENKATESH,J

RS

To
The Sub-Registrar,
Sub-Registrar Office,
Coimbatore North Joint I,
Coimbatore District.

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