
**STAMPED OUT OR LOCKED IN? THE CRISIS OF
CERTAINTY IN INDIAN PROPERTY LAW: CASE
COMMENT ON MAHNOOR FATIMA IMRAN & ORS. V.
VISWESWARA INFRASTRUCTURE PVT. LTD. & ORS.
(SUPREME COURT, 7 MAY 2025; 2025 INSC 646 /
2025 LIVELAW (SC) 679)**

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Introduction

For decades, Indian property law has lived in a grey zone between formalism and lived practice. Despite a statutory regime that mandates timely registration under the Registration Act, 1908, property routinely changes hands through informal or semi-formal mechanisms. These include unregistered “agreement-cum-GPA-cum-Will” bundles in cities, oral partitions in rural areas, and family settlements scribbled on stamp paper but never brought before the registrar. These methods emerged not from lawlessness, but from necessity—whether to avoid high stamp duties, navigate slow bureaucracies, or preserve community harmony.

Into this ambiguous terrain, the Supreme Court’s decision in Mahnoor Fatima Imran lands like a gavel. The Court has declared that if a sale agreement is not registered within four months of execution, it is void for all purposes—even if validated later or followed by registered instruments. While the ruling seeks to impose certainty and integrity on the land registration process, it threatens to destabilise countless transactions entered in good faith.

This article unpacks the decision in five parts. Part I outlines the facts and the holding. Part II revisits precedent that embraced a more context-sensitive approach. Part III explores the likely fallout for markets, registrars, and courts. Part IV proposes reforms. Part V concludes with a reflection on the balance between formal legality and equitable justice.

I. Facts, Procedure and Holding

The case concerns 53 acres on Hyderabad’s western edge, an area transformed by rapid

urbanisation. In 1982, a general power-of-attorney (GPA) holder executed a sale agreement in favour of Bhavana Co-operative Housing Society for ₹50,000. Crucially, the agreement was never registered within the four-month period mandated by § 23 of the Registration Act, nor within the extended window allowed by § 34.

Over two decades later, in 2006, an Assistant Registrar purported to “validate” the agreement. However, the validation was issued without statutory basis and referred to a materially altered version of the original agreement. These discrepancies included changes in land area, cheque numbers, and contract terms. A senior registrar later set aside this endorsement as fraudulent.

Despite this, a Division Bench of the Telangana High Court granted the purchaser’s successor, Visweswara Infrastructure, an injunction against dispossession, emphasising its physical possession and a subsequent registered sale deed. On appeal, the Supreme Court reversed. In a bench comprising Justices Sudhanshu Dhulia and K. Vinod Chandran, the Court held:

- **Timelines are jurisdictional.** Sections 23 and 34 fix an eight-month outer limit for presenting documents. Missing this deadline renders the document void.
- **No cure through later deeds.** A subsequent registered conveyance cannot revive an unregistered base agreement. The Court metaphorically remarked, “a house built on sand cannot support another storey.”
- **Administrative validations are ultra vires.** The retrospective endorsement issued 24 years later “smacks of fraud.”
- **Equity cannot override law.** Possession-based injunctions are no substitute for statutory compliance.

Accordingly, the Court ordered that possession revert to the State until a valid, timely conveyance is executed.

II. A Missing Conversation with Precedent

While Mahnoor reads older decisions as marching toward strict formalism, earlier jurisprudence paints a more balanced picture.

In *Suraj Lamp & Industries v. State of Haryana*¹, the Court invalidated GPA sales going forward but preserved earlier transactions that were genuine and completed in good faith. It explicitly held that parties could still seek specific performance of such agreements and obtain proper conveyance deeds.

In *M/s. K.B. Saha & Sons v. Development Consultants Ltd*², the Court acknowledged that an unregistered lease deed could still be used for “collateral purposes.” The principle was that failure to register did not civilly extinguish the document’s relevance, particularly when supported by oral evidence and subsequent conduct.

In *Veena Hasmukh Jain & Another v. State of Maharashtra & Others*³, involved a buyer who had paid full consideration, but registration was delayed due to ongoing stamp adjudication. The Court protected possession, invoking equity to prevent unjust enrichment by the seller.

In *Sadashiv Shyama Sawant v. Anita Anant Sawant*⁴, unregistered family arrangements were upheld to maintain peace within families and prevent further litigation. The goal was to avoid multiplicity of suits even at the cost of procedural irregularities.

More recently, in *Muruganandam v. Muniyandi*⁵, the Supreme Court reiterated that unregistered documents could still be considered in specific performance suits or for collateral purposes under the proviso to Section 49.

These cases suggest a proportionality lens—assessing delay, good faith, part-performance, and harm—before refusing legal recognition. *Mahnoor* breaks sharply with this line without acknowledging the divergence.

III. Practical Consequences

A. Market Disruption. India’s property market operates heavily on the back of GPA chains, especially in peri-urban zones and legacy developments. The blanket nullification of unregistered documents could invalidate thousands of titles. Banks may hesitate to lend on

¹ (2012) 1 SCC 656

² (2008) 8 SCC 564

³ (1999) 5 SCC 725

⁴ (2010) 3 SCC 385

⁵ 2025 INSC 652

such properties. Developers may face fresh legal hurdles. A transaction perceived as complete for decades may suddenly be rendered void.

B. Administrative Breakdown. Ground-level registration delays often stem from bureaucratic inefficiencies—missing records, slow file movement, and overloaded sub-registrar offices. Treating every delayed endorsement as fraudulent, as Mahnoor implies, fails to account for these structural issues.

C. Litigation Surge. Courts will now have to navigate conflicting precedent. Trial courts may lean on Mahnoor, while others may rely on older equitable doctrines. Expect forum shopping and legal uncertainty until a larger bench intervenes.

D. Constitutional Undercurrents. Article 300A protects the right to property, but such a right must be enforced through procedural due process. By closing the door to any remedial measure post-deadline, Mahnoor may raise questions about proportionality and arbitrariness. Should a person who paid full consideration and took possession in 1995 lose title due to an administrative lapse?

IV. A Way Forward

A **Constitution Bench** must revisit the issue. One way forward is a two-tier model: moving forward, registration timelines are rigid and non-negotiable; looking backward, equitable considerations—such as part-performance, full consideration, and absence of fraud—can justify remedial relief.

Legislative reform is also essential. Parliament could create a one-time window for curative registration, subject to a penalty and verification. This would mirror similar efforts under RERA and the Benami Act to clean up legacy irregularities without punishing good-faith purchasers.

Digital integration must be accelerated. The National Land Records Modernisation Programme should unify cadastral maps, mutation records, and registries. A blockchain-backed title assurance system could reduce fraud and improve transparency.

Registrar accountability needs urgent attention. Training, auditing, and internal oversight mechanisms should ensure that delays are traced and addressed. Citizens cannot bear the brunt

of systemic gaps.

Conclusion

Mahnoor Fatima Imran seeks to instil procedural discipline, and rightly so. A robust registration regime is essential for secure land markets and reliable transactions. Yet the rule of law also values fairness. A rigid, no-exceptions approach may bring clarity for future cases, but it risks deep injustice for past ones.

Unless reconciled with older precedent and supported by administrative reform, Mahnoor may lead not to legal certainty but to paralysis. Buyers may lose homes; lenders may question security; registrars may act with fear rather than diligence. The time is ripe for courts and lawmakers to forge a principled compromise—one that upholds both statutory command and substantive fairness.