

It is permissible for them to execute one more document to annul or cancel the earlier deed. Only if an approach is made to the Court, normally what can be done by a Court can be done by the parties to an instrument by mutual consent. Unilaterally he cannot execute what is styled as a deed of cancellation, because on the date of execution and registration of the deed of cancellation, the said person has no right or interest in that property. The purchaser would not get title to the property as the vendor could convey only that title which he has in the property on the date of execution and registration of the sale deed and further observed that even by consent or agreement between the purchaser and the vendor, said sale deed cannot be annulled. If the purchaser wants to give back the property, it has to be by another deed of conveyance and discussion was made with regard to Section 31 of the Specific Relief Act. Therefore, the power to cancel a deed vests with a Court and it cannot be exercised by the vendor of a property.

Paragraph 37 : held that the law provides for cancellation of such instruments which are also non est, but which are in existence as a fact physically to get over the effect of such instrument. Once such an instrument is registered, the said registration has the effect of informing and giving notice to the World at large that such a document has been executed. Registration of a document is a notice to all the subsequent purchasers or encumbrances of the same property.

*Binny Mill Labour Welfare House Building Co-Operative Society Limited v. D R Mruthyunjaya Aradhya ,*

ILR 2008 KAR 2245