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E: rscorporate@rsood-attorneys.co.inW: www.rsood-attorneys.co.in**DOES REGISTRATION TRULY REIGN SUPREME IN PROPERTY LAW?***Adv. Rajneesh Sood, Managing Partner | Adv. Mukul Joshi, Associate, M/s Rajneesh Sood & Co. LLP, Advocates & Solicitor, New Delhi, India*

Property transactions often begin in trust: a family understanding, a handshake deal, a long-standing arrangement. When they end in dispute, courts look for the documents. Several Supreme Court decisions of 2025 and 2026 send one consistent message: rights in immovable property pass through valid, registered and statutorily compliant instruments, not through informal documents, revenue entries or years of occupation. This article reviews those rulings and notes where the principle has limits.

One qualification runs through all of them. Registration is necessary, but it is not by itself sufficient. A registered deed passes only the title the seller has and the documents in the chain behind it must themselves be valid.

The ratio of the judgements at a glance;

Case	Citation and date decided	Core principle
<i>Mahnoor Fatima Imran v. Visweswara Infrastructure Pvt. Ltd.</i>	2025 INSC 646; 7 May 2025	A registered deed does not cure a vendor's defective title. An unregistered agreement of sale, original or "validated" later, cannot yield valid title because a later instrument was registered.
<i>Ramesh Chand v. Suresh Chand</i>	2025 INSC 1059; 1 Sep 2025	An agreement to sell, power of attorney, affidavit, receipt and a registered Will do not confer title. A sale needs a registered conveyance (Section 54, Transfer of Property Act). Part performance needs possession.
<i>Jyoti Sharma v. Vishnu Goyal</i>	2025 INSC 1099; 11 Sep 2025	In an eviction suit, ownership need not be proved as strictly as in a title suit. A tenant who entered under the landlord's rent deed cannot deny the landlord's title.
<i>Karam Singh v. Amarjit Singh</i>	2025 INSC 1238; 15 Oct 2025	Mutation entries do not confer title. A suit for possession on title has 12 years from when the defendant's possession turns adverse (Article 65, Limitation Act), and the defendant must prove adverse possession.

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Case	Citation and date decided	Core principle
<i>Neelam Bhatia v. Ritu Bhatia</i>	CS(OS) 141/2022 (Delhi High Court); 29 Jan 2026	An agreement to sell, power of attorney and receipt create no title. At best, the buyer can sue the vendor for specific performance.
<i>Venkatesha v. K.M. Venkatamuniyappa</i>	2026 INSC 705; 14 Jul 2026	A rectification deed cannot substitute a different property without the original transferor. A plaintiff must prove title on his own case, and relief cannot rest on unpleaded facts.
<i>Raziya Begum v. Nafisa Begum</i>	2026 INSC 814; 7 Aug 2026	A registered sale with part payment passes title (Section 54, Transfer of Property Act). The seller's remedy is to recover the balance price, not to cancel the sale.
<i>Bhag Singh v. Basant Kaur</i>	2026 INSC 983; 10 Sep 2026	Revenue entries neither create nor extinguish title. Long possession is not adverse possession unless hostility is pleaded and proved. A registered deed conveys only the vendor's interest.

1. Only a registered conveyance transfers title:

These rulings build on *Suraj Lamp & Industries Pvt. Ltd. v. State of Haryana*, (2012) 1 SCC 656,ⁱ which held that “GPA sales” and agreement, power of attorney and Will transactions do not transfer title to immovable property.

[*Ramesh Chand v. Suresh Chand*](#) (2025 INSC 1059)ⁱⁱ shows the rule at work. One brother sued another for possession of a Delhi property, relying on an agreement to sell, a general power of attorney, an affidavit, a receipt and a registered Will, all dated 16 May 1996. No sale deed had been executed. The Supreme Court held that none of these documents conferred title.

Under Section 54 of the Transfer of Property Act, 1882 (TPA), a sale of tangible immovable property of Rs. 100 and above can be made only by a registered instrument, and an agreement to sell creates no interest in the property. A power of attorney creates an agency, not a transfer. A Will takes effect only on death, and registration does not make it more effective: it must still be proved through an attesting witness (Section 63, Indian Succession Act, 1925; Section 68, Indian Evidence Act, 1872). Here the Will excluded three of the four children without explanation, a suspicious circumstance the propounder had not removed.

The Court also refused the plea of part performance under Section 53A of the TPA. That section is a shield against the transferor and depends on the transferee being in possession; a

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plaintiff who sues for possession shows that he is not. The suit was dismissed, and the property devolved on the father's heirs in their shares. The rights of a purchaser from one heir were protected only to the extent of that heir's share.

The other side of the same rule appears in *Raziya Begum v. Nafisa Begum* (2026 INSC 814)ⁱⁱⁱ. Two sale deeds of 1975 were registered, but the buyer paid only part of the price and kept the balance to clear the sellers' debts, which he did not do. The sellers sued in 1984 to cancel the deeds. Following *Vidhyadhar v. Manikrao*^{iv} and *Dahiben v. Arvindbhai Kalyanji Bhanusali*^v, the Court held that under Section 54 a sale is complete on registration even if part of the price is only promised. Non-payment gives the seller a claim for the balance, not a right to undo the sale. The buyer's heirs must pay the balance with interest, and the sellers' existing possession was left undisturbed.

The Delhi High Court applied the same rule in *Neelam Bhatia v. Ritu Bhatia* (CS(OS) 141/2022; decided 29 January 2026)^{vi}. The plaintiffs, heirs of one of two brothers, claimed a 50% share in a plot only on an unregistered agreement to sell, general power of attorney and receipt of 1981. Relying on *Suraj Lamp*^{vii}, *Ramesh Chand*^{viii} and *RBANMS Educational Institution v. B. Gunashekar*^{ix}, the Court held that these documents create no right, title or interest in immovable property. At best, the buyer can sue the vendor for specific performance, which the plaintiffs had not done. The plaint was therefore rejected.

2. Registration is not the end of the inquiry:

Mahnoor Fatima Imran & Ors. v. M/s Visweswara Infrastructure Pvt. Ltd. & Ors. (2025 INSC 646)^x concerned 53 acres of land near Hyderabad that the State said had vested in it under the land ceiling laws. The claimants held registered sale deeds from a housing society, but the society's own claim rested on an unregistered agreement of sale of 1982, which was "validated" in 2006 and later held fraudulent. The Court rejected the argument that registered deeds are valid until a civil court sets them aside. Registration, it said, gives notice to the world that a document was executed; it does not give the document unimpeachable validity, and the presumption from a registered deed can be rebutted. The 1982 agreement, in its original and revalidated forms, could not produce valid title merely because a later instrument was registered. The matter was a writ petition and the findings on title were prima facie, leaving the parties free to pursue their claims in the civil forum.

In *Venkatesha v. K.M. Venkatamuniyappa* (2026 INSC 705)^{xi}, three registered sale deeds described the land as Survey No. 1/4. The plaintiff later executed a rectification deed with his own vendor, substituting Survey No. 162, a different parcel that had been re-granted to the original owner in 1982. The Court held that a rectification deed corrects the record of a concluded bargain (Section 26, Specific Relief Act, 1963); it cannot replace one property with another, and it cannot be made without the original transferor. Since no one can convey a better title than he has, the plaintiff's vendor could not pass on Survey No. 162. The plaintiff had also not pleaded that the two survey numbers were the same, and had admitted

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in cross-examination that they were distinct. The Court restored the trial court's dismissal, noting that relief cannot be granted on a case that was not pleaded.

The same principle appears in *Bhag Singh v. Basant Kaur* (2026 INSC 983)^{xii}. While upholding the High Court's decree, the Court observed that a transferor cannot convey more than he owns. The buyers' registered deed of 1965 still had to be examined for the extent of the vendors' interest, since the other side said the vendors held only half of the land, an objection the Court found not without substance.

3. Possession, revenue entries and limitation:

Karam Singh v. Amarjit Singh (2025 INSC 1238)^{xiii} arose from an application to reject a plaint as time-barred {Order VII Rule 11(d), Code of Civil Procedure, 1908 (CPC)}. The plaintiffs claimed through succession and challenged a mutation and a Will set up by the defendants. The Court held that mutation entries do not confer title; they serve a fiscal purpose. A suit for possession based on title has 12 years from the time the defendant's possession becomes adverse (Article 65, Limitation Act, 1963) and the defendant who pleads adverse possession must prove it. Whether the defendants had perfected title by adverse possession was a mixed question of law and fact that could not be decided at the threshold, and the plaint was restored.

In *Bhag Singh*, a Bench of Justice Prashant Kumar Mishra and Justice Shree Chandrashekhar dismissed an appeal by a religious institution that claimed land through an alleged dedication and long possession. Revenue records, the Court said, neither create nor extinguish title; they are evidence of possession and are maintained for fiscal purposes. A claim of dedication required clear proof of an intention to divest ownership permanently, and the institution's two pleas, dedication and adverse possession, were inconsistent. For adverse possession, hostility must be pleaded and proved, along with the date from which it began. Possession that has a lawful or permissive origin does not become adverse merely through the passage of time. The Court added that its ruling did not mean the plaintiffs had established indefeasible title to the whole land.

4. Where the rule "Registration reigns supreme" bends:

The principle is strict, but it is not absolute, per the following;

- *Jyoti Sharma v. Vishnu Goyal & Anr.* (2025 INSC 1099)^{xiv} was an eviction suit between the successors of a landlord and tenant whose relationship began in 1953. The landlord's title came through a Will, and a probate order was produced only before the High Court. The Court held that in an eviction suit, proof of ownership is not to be looked at as strictly as in a suit for declaration of title. A probate order, though not mandatory, gives a Will legal sanctity and the trial court's suspicion based on the testator having left nothing for his wife was not a valid ground. The tenants had entered under a rent deed from the landlord's predecessor and paid rent for over half a century, so they could not challenge his title; this is the estoppel recognised by Section 116 of the Indian Evidence Act, 1872 (now

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Section 121 of the Bharatiya Sakshya Adhiniyam, 2023). The Court decreed the suit but allowed the tenants six months to vacate in view of the long tenancy.

- The proviso to Section 49 of the Registration Act, 1908 allows an unregistered sale deed to be received as evidence, not as evidence of a completed sale, but as proof of an oral agreement of sale, making an endorsement that it is received only as evidence of an oral agreement of sale under the proviso to Section 49 of 1908 Act. The unregistered sale deed can be received in evidence of a contract in a suit for specific performance of the contract, it can also be admitted in evidence as an evidence of any collateral transaction (physical possession as a prospective buyer, payment of money, to show buyer and seller knew each other) not required to be effected by registered document. The Supreme Court applied this in [*Muruganandam v. Muniyandi*](#) (Civil Appeal No. 6543 of 2025 / 2025 SCC OnLine SC 1067)^{xv}
- Section 53A of the TPA protects a transferee in possession under a written contract against the transferor, although it does not create title (see *Ramesh Chand* above).
- Adverse possession that is actual, open, continuous and hostile for the limitation period can confer title (*T. Anjanappa v. Somalingappa*, (2006) 7 SCC 570,^{xvi} as applied in *Bhag Singh*). The possession cases turn on whether the possession was permissive or was proved to be hostile.
- A registered deed passes only the seller's title and can be defeated by a defect in the seller's own title or by fraud (*Mahnoor Fatima*).

5. Practical takeaways:

- Use a registered conveyance for every transfer. An agreement to sell, power of attorney, affidavit or receipt is not a substitute.
- Do not rely on a Will alone, even a registered one. It must be proved through an attesting witness and unexplained exclusion of heirs invites suspicion.
- Trace the chain of title and check that each earlier document is properly registered and that the transferor had title to what is being sold.
- Check the extent of the seller's interest. A registered deed cannot convey more than the seller owned.
- Treat revenue and mutation entries as evidence of possession and tax liability, not of title.
- Where the price is deferred, record the payment terms and secure the seller's remedies in the deed. A registered sale will not be undone for non-payment of the balance.
- Use a rectification deed only to correct the record of a concluded bargain, with the original transferor's participation, and never to replace one property with another.
- In litigation, plead the identity of the property and every ground of title fully. Where a claim rests on adverse possession, plead and prove when the possession turned hostile.

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Conclusion:

Across 2025 and 2026, the Supreme Court has held consistently that rights in immovable property are governed by statute and registered documents, a lawful sale requires compliance with Section 54 of the TPA read with the Registration Act, 1908. Whether the facts involve informal documents (*Ramesh Chand*), a weak link in the chain of title (*Mahnoor Fatima and Venkatesha*), long possession backed by revenue entries (*Karam Singh and Bhag Singh*) or an unpaid part of the price on a registered deed (*Raziya Begum*), the Court has placed statutory compliance ahead of equitable assumptions. At the same time, it has kept room for evidence in eviction suits, part performance and genuinely hostile possession.

To sum up, this phrase seems most appropriate in the context of the title;

“Registration is where title is secured but it is the chain behind the registration that keeps it secure.”

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- ⁱ *Suraj Lamp & Industries (P) Ltd. v. State of Haryana*, (2012) 1 SCC 656 (MANU/SC/1222/2011 : 2011:INSC:739), Supreme Court of India, decided on 11 October 2011.
- ⁱⁱ *Ramesh Chand (D) Thr. LRs. v. Suresh Chand & Anr.*, Civil Appeal No. 6377 of 2012, 2025 INSC 1059 (MANU/SC/1213/2025), Supreme Court of India, decided on 1 September 2025.
- ⁱⁱⁱ *Raziya Begum & Ors. v. Nafisa Begum Abdul Hamid & Ors.*, 2026 INSC 814; 2026 LiveLaw (SC) 780, Supreme Court of India, decided on 7 August 2026.
- ^{iv} *Vidhyadhar v. Manikrao & Anr.*, (1999) 3 SCC 573, Supreme Court of India.
- ^v *Dahiben v. Arvindbhai Kalyanji Bhanusali*, (2020) 7 SCC 366 (MANU/SC/0508/2020 : 2020:INSC:450), Supreme Court of India.
- ^{vi} *Neelam Bhatia & Ors. v. Ritu Bhatia & Ors.*, CS(OS) 141/2022 and I.A. 3874/2022, High Court of Delhi, decided on 29 January 2026 (Amit Bansal, J.), MANU/DE/0587/2026. The plaint was rejected under Order VII Rule 11(a), CPC, applying *Dahiben v. Arvindbhai Kalyanji Bhanusali*, MANU/SC/0508/2020 : 2020:INSC:450 : (2020) 7 SCC 366, and *Mania Ghai v. Nishant Chander*, MANU/DE/6826/2025 (Division Bench), which follows *Patil Automation (P) Ltd. v. Rakheja Engineers (P) Ltd.*, MANU/SC/1004/2022 : 2022:INSC:841 : (2022) 10 SCC 1.
- ^{vii} *Suraj Lamp & Industries (P) Ltd. v. State of Haryana*, MANU/SC/1222/2011 : 2011:INSC:739 : (2012) 1 SCC 656.
- ^{viii} *Ramesh Chand v. Suresh Chand*, MANU/SC/1213/2025 (2025 INSC 1059; decided 1 September 2025).
- ^{ix} *RBANMS Educational Institution v. B. Gunashekar*, MANU/SC/0492/2025 : 2025:INSC:490.
- ^x *Mahnoor Fatima Imran & Ors. v. M/s Visweswara Infrastructure Pvt. Ltd. & Ors.*, Civil Appeal No. 6600 of 2025 (arising out of SLP (C) No. 1866 of 2024), 2025 INSC 646; [2025] 5 SCR 2515, Supreme Court of India, decided on 7 May 2025.
- ^{xi} *Venkatesha & Anr. v. K.M. Venkatamuniyappa (D) Thr. LRs. & Ors.*, Civil Appeal arising out of SLP (C) No. 23330 of 2023, 2026 INSC 705; 2026 LiveLaw (SC) 679, Supreme Court of India, decided on 14 July 2026.
- ^{xii} *Bhag Singh (D) Thr. Mahant Kashmir Singh v. Basant Kaur (D) Thr. LRs. & Ors.*, 2026 INSC 983; 2026 LiveLaw (SC) 923, Supreme Court of India, decided on 10 September 2026.
- ^{xiii} *Karam Singh v. Amarjit Singh & Ors.*, Civil Appeals arising out of SLP (C) Nos. 3560-3561 of 2023, 2025 INSC 1238, Supreme Court of India, decided on 15 October 2025.

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^{xiv} *Jyoti Sharma v. Vishnu Goyal & Anr.*, Civil Appeal arising out of SLP (C) No. 29500 of 2024, 2025 INSC 1099; 2025 SCC OnLine SC 1956, Supreme Court of India, decided on 11 September 2025.

^{xv} *Muruganandam v. Muniyandi (Died) Through LRs.*, Civil Appeal No. 6543 of 2025 (arising out of SLP (C) No. 10893 of 2021), 2025 INSC 652; 2025 SCC OnLine SC 1067 (MANU/SC/0652/2025), Supreme Court of India, decided on 8 May 2025.

^{xvi} *T. Anjanappa v. Somalingappa*, (2006) 7 SCC 570, Supreme Court of India.

