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PRIVATE AND REGISTRAR'S CAVEATS IN MALAYSIA: RATIONALE AND LEGAL RULES

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Abstract:

The Malaysian caveat system plays a crucial role in protecting proprietary land claims, balancing unregistered proprietary claims with the integrity of the Torrens system. Private caveats safeguard enforceable legal or equitable rights, allowing individuals to safeguard their rights while preventing misuse through non-proprietary or unlawful claims. By contrast, Registrar's caveats serve broader public purposes, including preventing fraud, protecting government interests such as unpaid taxes or debts, and correcting administrative errors under the Registrar's statutory power. However, the distinction between private and Registrar's caveats and the scope of caveatable interests continue to generate legal uncertainty in practice. This paper examines the legal framework governing private and Registrar's caveats in Malaysia and analyses how courts interpret caveatable interests under the Torrens system. This study adopts a doctrinal legal analysis of the National Land Code 1965 and relevant judicial authorities. The study concludes that while the Malaysian caveat framework effectively balances the Torrens system with equitable protection, targeted

legislative reform and clearer judicial guidance would enhance legal certainty, fairness, and administrative efficiency in land administration.

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Caveatable Interest, Malaysian Land Law, National Land Code 1965, Private Caveat, Registrar's Caveat, Torrens System



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Introduction

Under the National Land Code (NLC), a caveat is a statutory mechanism designed to restrain dealings with land. Section 5 of the NLC defines a “caveat” as a “registered caveat,” reflecting its formal entry in the register. However, a caveat is first lodged by the claimant and subsequently entered on the register by the Registrar (Haji Buang, 2001). Such entry is conceptually distinct from the registration of a dealing under the NLC. Unlike the registration of a transfer or charge, the entry of a caveat does not create, transfer, or confer any proprietary interest in land. It operates merely as a statutory restraint preserving the status quo pending resolution of competing claims. Wong (1994) observes that while the entry of a private caveat is intended to protect the existing interest or right of the caveator, the caveat itself does not enlarge or add to that interest. If the caveator has no interest or right in the land, the entry of a caveat cannot create one, as there is nothing to protect. This distinction is central to understanding the limited juridical function of caveats within Malaysia’s Torrens-based system of land registration.

Malaysian courts have recognised this protective function. In *Damodaran v Vasudeva* [1974] MLJ 128, the court held that a caveat safeguards an existing unregistered but registrable interest until competing claims are resolved. In practice, caveats restrain dealings, protect the caveator’s interest, provide public notice, and preserve the status quo (Teo & Khaw, 1995).

The NLC recognises several forms of caveats, of which private and Registrar’s caveats are the most significant. A private caveat may be lodged to safeguard claims over unregistered but registrable interests in alienated land, or rights to such interests, provided that these interests are ultimately capable of registration (Teo & Khaw, 1995). Section 323(1) limits the categories of persons entitled to lodge a private caveat to those claiming title or interest in the land, those claiming beneficial title, and guardians acting on behalf of minors claiming beneficial title.

Recent judicial developments, including *Loo Kian Aik & Anor v Aliran Raya Sdn Bhd & Anor* [2023] MLJU 2499, clarify that mere agreements to purchase without a signed sale and purchase agreement do not confer a caveatable interest. Once lodged, the caveat restrains dealings with the land until it is formally removed (Fareez Shah & Partners, 2023).

A Registrar's caveat, in contrast, is entered at the discretion of the Registrar when it appears necessary or desirable. Section 320(1) NLC sets out the circumstances for its entry, including the prevention of fraud, protection of State and vulnerable persons' interests, securing government debts, and correcting errors in title documents. Paragraph 320(1)(ba) specifically allows caveats to secure land for government debts, such as income tax liabilities (Malaysian Bar, n.d.). Under Section 319(2) of the NLC, a Registrar's caveat prohibits the registration of instruments affecting the land even if they were presented before the caveat was entered, whereas a private caveat under Section 322(4) of the NLC only prevents the registration of instruments presented after the caveat takes effect. This distinction clearly illustrates the differing scope and protective effect of Registrar's and private caveats under the NLC.

This paper examines the rationale and legal rules governing private and Registrar's caveats under the NLC, assessing their consistency with the principles of the Torrens system and evaluating whether the NLC provides sufficient clarity and certainty in regulating their use.

Rationale For Lodging Caveats

Private Caveat

The lodging of a private caveat is governed by section 323(1) of the NLC, which permits any person claiming title to, or a registrable interest in, land to enter a caveat to protect that interest. The purpose of a caveat is also to serve as a notice to third parties that the caveator claims a right over the land (Wong, 1991a). However, this right is not absolute. To justify lodging a private caveat, the claimant must demonstrate the existence of a "caveatable interest" under section 323(1) of the NLC. This requires a right or interest in land capable of enforcement at law or in equity, a threshold established through both legislation and judicial interpretation (Teo & Khaw, 1995).

Judicial Interpretation of Caveatable Interests

Judicial interpretation has clarified the scope of "caveatable interest." Courts have consistently held that enforceable legal or equitable rights, whether arising from contracts, tenancy agreements, or charges, may justify the lodgment of a caveat. In *Inter-Continental Mining Co Sdn Bhd v Societe Des Etains De Bayas Tudjuh* [1974] 1 MLJ 145, the Federal Court recognized an equitable right to a registrable interest in land from a mining agreement, even though the agreement for a sublease was not in the statutory lease form, allowing the appellants to lodge a caveat under section 320(1)(a) of the NLC. Purchasers under valid sale agreements are also protected, as the court held in *Macon Engineers Sdn Bhd v Goh Hooi Yin* [1976] 2 MLJ 53. Specifically, a purchaser was allowed to maintain a caveat before registration of the transfer. In *Sing Lian Express Sdn Bhd v Soh Kim Tee* [1974] 2 MLJ 24, the court recognized that an option to purchase in an unconditional binding contract could confer a caveatable interest.

Long-term tenancy agreements may also support a caveat, demonstrated in *Woo Yok Wan v Loo Pek Chee* [1975] 1 MLJ 156. The court held that a written tenancy agreement for the ground floor of a shophouse for 12 years could give rise to an equitable right, justifying entry of a

private caveat. Further, an unregistered second chargee holding a registrable charge instrument may enter a caveat to protect its interest (*Krishna Kumar v U.M.B.C Bhd* [1983] 1 MLJ 106), although the failure to obtain consent from the first chargee may nullify this right (*U.M.B.C Bhd v Development & Commercial Bank Bhd* [1983] 1 MLJ 165). Courts have also recognized potential legal claims affecting land. In *J Raju v Kwong Yik Bank Bhd* [1994] 2 MLJ 408, a chargor's right to challenge a foreclosure sale through declaratory relief was deemed a caveatable interest, allowing the caveat to remain pending litigation.

However, courts have drawn clear limits. Claims for purely monetary compensation or unsecured debts do not amount to caveatable interests. In *EM Buxton & Anor v Packaging Specialists Sdn Bhd* [1987] 1 MLJ 342, a claim for refund of a deposit was insufficient to support a caveat. Interests arising from illegal agreements or contravening statutory provisions similarly cannot support caveats, as seen in *Manang Lim Native Sdn Bhd v Manang Selaman* [1986] 1 MLJ 379. In this case, a non-native company's purported interest in native land was void under statutory restrictions. Similarly, in *Goh Hee Sing v Will Raja & Anor* [1993] 3 MLJ 610, it was held that a sale agreement entered into in contravention of a restriction in interest under section 120 of the NLC does not create a caveatable interest unless the consent of the State Authority has first been irrevocably obtained.

Short-term tenancies, options for share purchases, and claims by shareholders or officers in corporate land also fail to confer caveatable rights (*Luggage Distributors (M) Sdn. Bhd. v Tan Hor Teng* [1995] 1 MLJ 719; *Pembangunan Wang Kita Sdn. Bhd.* [1998] 5 MLJ 709; *Hew Sook Ying v Hiw Tin Hee* [1992] 2 MLJ 189). A managing director either personally or as a shareholder or as an officer of the company does not have a caveatable interest where the caveat is entered not to protect the interest of the company but his own personal interest.

These cases demonstrate that the Malaysian judiciary balances the Torrens system's emphasis on certainty with equitable protection for unregistered interests. Only enforceable legal or equitable rights justify the lodging of caveats, while purely personal, monetary, or illegal claims are excluded. Accordingly, the private caveat functions as a vital protective mechanism, maintaining the status quo and preventing prejudice to genuine claims until adjudication is completed (Teo & Khaw, 1995; Yong, 2008).

Recent Judicial Developments in Caveatable Interests

A key issue in the development of Malaysian land law has been whether an Agreement to Purchase (ATP) concluded before a formal Sale and Purchase Agreement (SPA) can give rise to a caveatable interest. This question received judicial attention in *Loo Kian Aik & Anor v Aliran Raya Sdn Bhd & Anor* [2023] MLJU 2499. The High Court considered whether an ATP alone could support a private caveat. In this case, the plaintiffs entered into an ATP for two parcels of land and paid an earnest deposit. When the defendants failed to proceed with the sale, the plaintiffs commenced proceedings for specific performance and lodged a caveat claiming a caveatable interest based on the ATP.

The critical question was whether the ATP conferred a registrable interest in the land that justified the lodgment of a caveat. The High Court acknowledged that the ATP was a legally binding contract between the parties with certain and identifiable terms, and that the earnest deposit had been paid. However, the court emphasised that the binding effect of an ATP in this context extends only to obligations to execute a SPA and it does not itself operate as the

conclusive agreement governing the land transaction. In other words, an ATP, particularly where negotiations on terms were ongoing and no SPA had been executed functions as a contract to contract rather than a complete contract that directly affects land rights. The court described it as providing rights and obligations relating to the execution of the SPA, including consequences of non-execution, but not as creating a present registrable interest in the property. The ATP was therefore classified as giving rise to a future or contingent interest rather than a present enforceable proprietary interest capable of registration. The payment of an earnest deposit, being refundable and not proprietary in nature, was insufficient on its own to create a caveatable interest. This principle is supported by previous authorities such as *Institut Teknologi Federal Sdn Bhd v IIUM Education Sdn Bhd* [2007] 7 MLJ 23, which held that refundable deposits do not confer proprietary land rights.

Accordingly, the High Court in *Loo Kian Aik's* case confirmed that a caveatable interest under section 323(1) of the NLC requires a present, enforceable interest in land. Mere contractual obligations to enter into a SPA, or contingent rights under an ATP, do not meet this threshold. This decision underscores the principle that caveats protect existing proprietary or registrable interests, not preliminary or contingent contractual expectations. It reaffirms longstanding jurisprudence that negotiations and preliminary agreements are insufficient to give rise to registrable interests unless and until they crystallise into enforceable equitable rights (RDS, 2024).

Function and Effectiveness of Private Caveats within the Torrens System

The lodging of a private caveat under section 323 of the NLC is a key mechanism for protecting unregistered interests in land while maintaining the integrity of Malaysia's Torrens-based registration system. Courts recognize a wide range of enforceable legal and equitable interests as caveatable yet impose limits to prevent misuse. Cases such as *Inter-Continental Mining Co Sdn Bhd* (treating mining agreements as equitable leases) and *Macon Engineers Sdn Bhd* (protecting purchasers under sale agreements) illustrate that caveats safeguard enforceable rights beyond registered titles. Conversely, *EM Buxton's case* (excluding purely monetary claims) and *Manang Lim Native Sdn Bhd's case* (rejecting illegal claims) demonstrate that caveat protection is not absolute.

The core function of a private caveat in the Torrens system lies in its role as a temporary safeguard against the principle of indefeasibility. While registration under the Torrens system establishes title, the caveat ensures that legitimate unregistered claims are not defeated through premature or fraudulent dealings. By effectively "freezing" the land register during disputes, it preserves the status quo and prevents a destructive "race to registration". Thus, it allows disputes to be resolved fairly (RR Sethu, 1992).

Despite its effectiveness, several ambiguities continue to undermine the caveat system. Questions persist regarding the operative effect of private caveats and the treatment of equitable interests. Although the NLC provides mechanisms for lodging and removing private caveats, uncertainty remains over when a caveat becomes operative. In *Version Buy Sdn Bhd v Thong Wee Kee & Anor* [2014] MLJU 1441, the Federal Court clarified that a private caveat only becomes effective upon endorsement by the Registrar under section 324(2) of the NLC, and an unendorsed or rejected caveat does not constitute a valid encumbrance. While this decision resolves the issue of operability, it also highlights the procedural rigidity of the NLC and how administrative delays may create a period of uncertainty for landowners and claimants.

Ambiguities regarding caveatable interests also remain. Cases such as *EM Buxton* and *Manang Lim* illustrate challenges in distinguishing personal or monetary claims from enforceable legal or equitable rights, as well as interests affected by statutory restrictions. Conditional or limited interests, short-term tenancies, corporate land holdings, and priority disputes involving unregistered charges may further complicate the determination of caveatable rights. These examples demonstrate that, while courts seek to balance the Torrens system's emphasis on certainty with equitable protection, parties may still face practical uncertainty regarding the scope and enforceability of caveatable interests.

Section 329 of the NLC provides statutory compensation for wrongfully lodged caveats, but the remedy is often procedurally cumbersome and underutilized. Courts emphasize that liability does not automatically arise upon a finding of wrongful entry. In *Antonina Marleen Yarendra v Chai Wei Chung* [2017] 4 MLJ 359, the Court of Appeal held that the claimant must prove, on the balance of probabilities, that actual damage or loss was suffered "by virtue of the caveat." Similarly, in *Mawar Biru Sdn Bhd v Lim Kai Chew* [1995] 3 MLJ 433, James Foong JC held that only real and proven loss is compensable, excluding speculative or hypothetical claims. These limitations, coupled with high evidential burdens and limited guidance, reduce the practical effectiveness of section 329.

These realities suggest that legislative reform is necessary to clarify procedures for compensation claims, tighten criteria for caveatable interests, and expedite hearings, thereby enhancing both fairness and administrative efficiency (Yong, 2008). Ultimately, Malaysia's private caveat system represents a well-calibrated approach that reconciles competing priorities in land law. By protecting equitable interests while excluding frivolous claims, caveats function as procedural safeguards rather than absolute rights. They maintain fairness without compromising the efficiency of land registration. Significantly, they uphold justice for claimants and reinforce the stability and reliability of Malaysia's land law system. Continuing judicial developments are likely to further refine the scope of caveatable interests while preserving these fundamental principles.

Registrar's Caveat

Section 320(1) of the NLC empowers the Registrar to enter a Registrar's caveat in respect of any land whenever he considers it "necessary or desirable." The grounds include: (a) preventing fraud or improper dealings; (b) protecting the interests of the Federation, the State Authority, or persons under disability (such as minors, persons of unsound mind, or persons absent from the Federation); (ba) ensuring that land remains available to satisfy any debt due to the Federation or State Authority, whether secured or unsecured and irrespective of whether judgment has been obtained; and (c) correcting errors appearing in the register or related instruments.

Registrar's Discretionary Power

In *Agrimal Project Sdn Bhd v Pendaftar Hakmilik, Pejabat Tanah dan Galian, Johor & Ors* [1998] 5 MLJ 673, the Registrar entered a caveat at the request of the police following allegations of fraud relating to the non-transfer of land titles. The court upheld the caveat, holding that the Registrar was entitled to rely on information provided by enforcement authorities and that the alleged failure to transfer titles could constitute fraud. The case

illustrates the breadth of the Registrar's discretion under section 320(1)(a) of the NLC, particularly in safeguarding the integrity of land dealings where fraud is suspected.

The protection of governmental interests under section 320(1)(b) and (ba) of the NLC has led to more complex judicial consideration. In *Registrar of Titles, Johore v Temenggong Securities Ltd* [1976] 2 MLJ 44, the government sought to protect unpaid taxes through a caveat. While the High Court upheld the caveat, the Federal Court held that unpaid taxes constituted a civil debt rather than an "interest in land" and therefore fell outside the scope of section 320 as it then stood. Legislative dissatisfaction with this decision led to the introduction of paragraph (ba), which expressly empowers the Registrar to enter a caveat to ensure land remains available to satisfy debts owed to the Federation or State Authority.

The scope of section 320(1)(ba) of the NLC was subsequently considered in *MUI Finance Bhd v Pendaftar Hakmilik, Shah Alam & Anor* [1993] 1 MLJ 98. In this case, the Registrar entered a caveat at the request of the Director General of Inland Revenue for unpaid taxes, despite the existence of a registered charge. The court upheld the caveat, affirming that paragraph (ba) provides a valid statutory basis for securing land pending recovery of government debts. However, the court clarified that such a caveat does not create a proprietary interest or confer priority over earlier registered interests, and it merely preserves the land until appropriate recovery proceedings are initiated.

This principle was further affirmed in *MBF Finance Bhd v Pendaftar Hakmilik Negeri Perak & Anor* [1990] 3 MLJ 437, where the court emphasized that section 320(1)(ba) establishes a statutory right enabling the government to request the entry of a caveat. Nonetheless, the caveat does not displace earlier indefeasible interests, such as registered charges (Maidin et al., 2022; *Development & Commercial Bank Bhd v Land Administrator, Wilayah Persekutuan & Anor* [1991] 2 MLJ 180 SC), nor does it create an enforceable proprietary right in favour of the government (Wong, 1991a).

Section 320 of the NLC therefore illustrates the Registrar's broad but structured discretion in entering caveats. Under paragraphs (a) and (ba) in particular, a Registrar's caveat functions as a temporary protective mechanism. It prevents fraud or preserving land for government debts without creating new proprietary rights or undermining prior registered interests within the Torrens system.

The distinction between Registrar's and private caveats underscores a deliberate structural balance within the NLC. While private caveats depend on the existence of a present proprietary interest, Registrar's caveats operate as statutory safeguards based on administrative discretion. This differentiation preserves the integrity of the Torrens system by protecting public and regulatory interests without disturbing indefeasibility or registered priority.

The Legal Rules Governing the Lodging of Private and Registrar's caveats

Private Caveat

The procedure for lodging a private caveat is governed by section 323 of the NLC. Under subsection (2), the applicant must use Form 19B and specify the nature of the claim, indicating whether it binds the whole land, an undivided share, or a particular interest. Subsection (3)

further requires the application to include the prescribed fee, a statutory declaration verifying the grounds of the claim, and a description or plan of the affected land.

Once received, the Registrar is required under section 324 of the NLC to enter the caveat as soon as practicable, without inquiry into the validity of the claim. The entry is affected by endorsing "Private Caveat" on the register document of title, along with a statement specifying the nature of the restraint, the details of the caveator, and the time from which it takes effect. A notification in Form 19A must then be served on the registered proprietor or any affected parties. In *Ong Chat Pang & Anor v Valliappa Chettiar* [1971] 1 MLJ 224, the court held that the Registrar cannot demand proof of the claim; the application must only demonstrate a prima facie possibility of interest. Non-compliance with the formalities of Form 19B, however, allows the Registrar to reject the caveat.

Once entered, under section 322(2) of the NLC, a private caveat binding the whole land or an undivided share prohibits the registration, endorsement, or entry into force of (i) instruments of dealing, (ii) claims under tenancies exempt from registration, and (iii) lienholder caveats. Where the claim concerns only part of the land or an undivided share, the caveat binds the entirety of that part or share. This effect is subject to sections 322(4) and (5) of the NLC, which ensure that instruments presented before the caveat takes effect, or those presented by the caveator (or with their written consent), are not prohibited. These provisions balance the protection of the caveator's claimed interest with the preservation of prior valid dealings.

A private caveat normally lapses after six years under section 328 of the NLC, but it may end earlier if withdrawn by the caveator under section 325, removed by the Registrar under section 326(1), extended with the Registrar's approval under section 326(2), or cancelled by a court under section 327.

Registrar's Caveat

The procedure for lodging a Registrar's caveat is set out in section 321 of the NLC. A Registrar's caveat must be in Form 19F, and the entry on any document of title is affected under the signature and seal of the Registrar, accompanied by the words "Registrar's Caveat Entered" and a statement of the time of entry. Following the entry, the Registrar must notify the registered proprietor by serving a notice in Form 19A.

Section 320 of the NLC provides that the Registrar 'may' enter a caveat, indicating a discretionary power. In *AR PL Palaniappa Chettiar v PL AR Letchumanan Chettiar & Anor* [1982] 1 MLJ 232, the court held that the Registrar exercises a quasi-judicial function in this discretion. Such discretion must be exercised judiciously, reasonably, and in good faith. An arbitrary decision or one made in bad faith cannot be allowed.

Similar to a private caveat, the effect of a Registrar's caveat under section 319(1)(b) of the NLC is to prohibit the registration, endorsement, or entry of (i) instruments of dealing, (ii) tenancies exempt from registration, and (iii) lienholder's caveats. One fundamental difference lies in section 319(2) of the NLC, which expressly provides that the prohibition applies notwithstanding that the instrument was presented for registration before the caveat was entered, provided registration has not yet been completed. This statutory wording gives the Registrar's caveat a clear retrospective effect, distinguishing it from a private caveat.

Unlike private caveats, which lapse after six years, a Registrar's caveat remains in force indefinitely. Nonetheless, Section 321(3) of the NLC provides that it can be cancelled by the Registrar on their own initiative, on application by the proprietor, or pursuant to a court order following an appeal under section 418 of the NLC. This framework allows the Registrar to protect the land registry while permitting lawful removal or challenge of the caveat.

Judicial Power to Direct the Entry of a Registrar's Caveat

A recurring procedural question concerns whether the High Court possesses the power to direct the Registrar to enter a Registrar's caveat. The development of this issue can be traced through a line of judicial authorities. In *Palaniappa Chettiar's* case, the court held that the High Court had the power under section 417(1) of the NLC to direct the Registrar to enter a Registrar's caveat pursuant to section 320 of the NLC for the prevention of fraud or improper dealings, even where the Registrar was not a party to the proceedings. The decision suggested a broad supervisory jurisdiction in the court over the land registry.

This position was subsequently reconsidered in *Tan Soo Bing & Ors v Tan Kooi Fook* [1996] 3 MLJ 547, where the Federal Court overruled *Palaniappa Chettiar's* case. The court clarified that a person seeking the entry of a Registrar's caveat must first apply to the Registrar under section 320 of the NLC. If the application is refused, the proper recourse is an appeal to the court under section 418 of the NLC. The Federal Court emphasised that the court's jurisdiction in such matters is appellate in nature. While section 417(1) of the NLC empowers the court to give directions to the Registrar, the phrase "necessary to give effect to any judgment or order" was interpreted restrictively. The court held that directions to the Registrar may only be issued where they are consequential to, and necessary for implementing, a final judgment already delivered. Accordingly, the High Court does not possess an independent original power to order the entry of a Registrar's caveat outside this framework.

This restrictive interpretation of section 417(1) was affirmed by the Federal Court in *Takako Sakao (f) v Ng Pek Yuen (f) & Anor (No 2)* [2010] 2 MLJ 181. In that case, the parties were business partners who had jointly acquired property for a restaurant venture. The court had earlier determined that the appellant was entitled to a half share under a constructive trust. It was later discovered that the respondent had sold the property to a third party and that the transfer instrument had been presented for registration. To prevent the court's judgment from being defeated, the Federal Court directed the entry of a Registrar's caveat pursuant to sections 320 and 321 of the NLC. Crucially, the court exercised this power under section 417 of the NLC as a consequential order necessary to give effect to its prior judgment, rather than as an independent exercise of original jurisdiction. This case illustrates a refined position of law, which the court generally cannot order the entry of a Registrar's caveat in the first instance. It only has the authority to do so where necessary to protect and enforce its judgment. This approach preserves the administrative autonomy of the Registrar while safeguarding the effectiveness of judicial decisions.

Thus, the NLC establishes a structured framework governing both private and Registrar's caveats. The private caveat mechanism effectively protects unregistered interests through a defined administrative process, as illustrated in *Ong Chat Pang's* case. By contrast, the scope of judicial intervention in relation to Registrar's caveats has required clarification through case law. As established in *Tan Soo Bing's* case and reaffirmed in *Takako Sakao's* case, the court's power to direct the entry of a Registrar's caveat is limited to circumstances where such

direction is necessary to give effect to its judgment. Although the current judicial position promotes procedural order and respect for statutory structure, legislative clarification of sections 417 and 418 of the NLC would enhance certainty and reduce continued doctrinal ambiguity.

Conclusion

The law governing caveats under the NLC carefully balances the protection of unregistered interests with the certainty of Malaysia's Torrens system. Private caveats safeguard present and enforceable proprietary interests, whereas Registrar's caveats function as discretionary mechanisms to prevent fraud and protect public authority claims without displacing registered rights. Judicial developments, notably *Loo Kian Aik's*, clarify that preliminary agreements or contingent rights do not confer a caveatable interest. Overall, the judicial pathway demonstrates a consistent commitment to maintaining certainty in land dealings while allowing limited equitable intervention where justified. With evolving commercial practices, particularly the increasing use of preliminary agreements, ongoing judicial refinement and targeted legislative clarification are necessary to ensure the caveat framework remains principled, balanced, and responsive within Malaysia's Torrens-based land system.

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