

HON'BLE SRI JUSTICE S.V. BHATT

WRIT PETITION No.9515 OF 2012

ORDER :

Heard Mr. N.Harinath Reddy for writ petitioners, the Assistant Government Pleader for 1st respondent and Mrs.A.Anasuya for 3rd respondent.

In spite of service of notice on 2nd respondent, none appears for 2nd respondent.

The petitioners pray for Mandamus declaring the unilateral cancellation of Agreement of Sale-cum- General Power of Attorney dated 18.07.2005 by the 1st respondent, as illegal, arbitrary and without jurisdiction.

The circumstances relevant for the disposal of the writ petition are as follows:

The petitioners allege that they have purchased the following vacant plots from 3rd respondent.

Name of Petitioner	Plot Number	Date
G.Kiran Reddy	23	24.12.2010
V.Dayakar Reddy & V.Hemalatha	22	09.04.2010
Gundepudi Ravi Chandra & Gundepudi Sri Naga Sailaja	20	29.10.2009

The 2nd respondent had obtained administrative approval for converting the land in Survey Nos.523/1 & 2, 523/9, 524, 388/1, 388/2, Kamalanagar situated at Gundla Pochamapally Village and Grampanchayat, Medchal Mandal, Ranga Reddy into a residential layout. On 18.07.2005, the 2nd and 3rd respondents entered into Agreement of Sale-cum-General Power of Attorney and got the same registered as Document No.12912/2005 in the office of Joint Registrar-1, Ranga Reddy District.

It is the case of petitioners that the 3rd respondent on the right accrued and authority granted through the registered Agreement of Sale-cum-General

Power of Attorney, sold the vacant plots referred to above in their favour, they have paid full consideration and got the same registered. With the completion of sale transaction, they have become the absolute owners and possessors of respective plots. While matters stood thus, the 2nd respondent on 07.06.2006, cancelled unilaterally the registered Agreement of Sale-cum-General Power of Attorney dated 18.07.2005 executed in favour of 3rd respondent. Hence, the petitioners being the owners of respective vacant plots have filed the instant writ petition for the prayer referred to above.

The 1st respondent filed counter affidavit and has attempted to justify the act of registration of unilateral cancellation of Agreement of Sale-cum-General Power of Attorney.

The learned counsel appearing for the parties submit that the question whether unilateral cancellation of Development Agreement-cum-General Power of Attorney (GPA) and registration thereof under the Registration Act, 1908 (for short 'the Registration Act') is permissible in law, has been considered by a Division Bench of this Court in Writ Petition Nos.20683 of 2012 and 2192 of 2013 and the question has been answered as follows:

"Thus, having regard to the law laid down by the Supreme Court and provisions of the Act, in our opinion, whenever registered documents such as Development Agreement-cum-GPA, is sought to be cancelled, execution and registration of such a document/deed must be at the instance of both the parties i.e., bilaterally and not unilaterally. If a deed of cancellation is allowed to be registered without the knowledge and consent of other party to the deed/document, sought to be cancelled, such registration would cause violation to the principles of natural justice and lead to unnecessary litigation, emanating therefrom. In any case, as stated earlier, in the absence of any provision specifically empowering the Registrar to entertain a document of cancellation for registration without the signatures of both the parties to the document, the deed cannot be entertained. Moreover, if the Registrars are allowed to entertain a deed of cancellation for registration without signatures of both the parties to the document sought to be cancelled, such power would tantamount to conferring the power to decide disputed questions between the parties. No party to the document would ever approach for cancellation of registered document unilaterally unless there is a dispute with the other party in respect of the subject matter of the document. In the result, we answer the question in the negative. In other

words, we hold that registration and unilateral cancellation of documents such as Development Agreement-cum-General of Power of Attorney under the Registration Act is not permissible in law. “

Therefore, prayed for setting aside the order of unilateral cancellation.

I have perused the writ prayer, the decision of the Division Bench in Writ Petition Nos.20683 of 2012 and 2192 of 2013 and I am satisfied that the issue is squarely covered by the decision in favour of petitioners. The writ petition is ordered and unilateral cancellation of Agreement of Sale-cum-General Power of Attorney on 07.06.2006 is set aside. No order as to costs.

Miscellaneous petitions pending if any shall stand closed.

S.V. BHATT, J

Date:20.07.2016

Stp