

THE HONOURABLE SRI JUSTICE SANJAY KUMAR

WRIT PETITION NO.42763 OF 2017

ORDER

The prayer of the petitioners reads as under:

'For the reasons stated in the accompanying affidavit, it is prayed that this Hon'ble Court may be pleased to issue a Writ of Mandamus or any other appropriate Writ, Order or Orders, Direction or Directions to declare the proceedings of the 3rd respondent in Letter No. 173/CC/BP/2017 dated 10.10.2017 as confirmed by the 2nd respondent in Proceedings No.E/P192/2017 dated 27.11.2017 whereby the registration of the document presented by the petitioners in the nature of Cancellation of Development Agreement-cum-GPA, dated 03.10.2017 was refused as illegal, arbitrary and unreasonable and set aside the same and to issue a consequential direction to the 3rd respondent to register, process and release the Cancellation of Development Agreement-cum-GPA, dated 03 .10.2017 presented by the petitioners for registration without insisting for the execution of the same by the 4th and 5th respondents and pass such other order or orders as this Hon'ble Court may deem fit and proper in the circumstances of the case.'

Sri Vedula Srinivas, learned counsel representing Sri V.V.N.Narayana Rao, learned counsel for the petitioners, would state that the registered Development Agreement-cum-General Power of Attorney dated 28.06.2006 bearing Document No.1301/2016 could not be given effect to owing to various reasons and that is the reason why the same warrants cancellation. He would state that respondents 4 and 5 herein, being parties to the said Development Agreement, failed to respond to the notice dated 22.08.2011 addressed to them by the petitioners. He would further point out that despite being served with notice in this writ petition,

neither of the respondents chose to enter appearance before this Court. The learned counsel would therefore assert that as the registered Development Agreement is incapable of performance owing to intervening circumstances and respondents 4 and 5, being parties thereto, are not even interested in the matter as is evident from their continued silence, be it in response to the notice issued by the petitioners or the notice received in this writ petition, the cancellation deed dated 03.10.2017 ought not to be denied registration only on the ground that it has not been executed by all the parties to the Development Agreement-cum-General Power of Attorney dated 28.06.2006. He would therefore assert that the refusal order dated 10.10.2017 of the Sub-Registrar, Bowenpally, and the appellate order dated 27.11.2017 of the District Registrar, Hyderabad, holding to this effect are erroneous.

Learned Assistant Government Pleader for Revenue, State of Telangana, would however place reliance on the observations of a Division Bench of this Court in *GADDAM LAXMAIAH V/ s. COMMISSIONER AND INSPECTOR GENERAL, REGISTRATION AND STAMPS, HYDERABAD*¹. These observations read as under:

'29. 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

¹ 2017 (4) ALT 213 (D.B.)

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 light of the aforestated binding edict of the Division Bench, this Court cannot direct the registration authorities to entertain and register the unilateral cancellation deed executed by the petitioners on 03.10.2017 whereby they cancelled the earlier registered Development Agreement-cum-GPA dated 28.06.2006. Even if the circumstances warrant any exception to the general principle, it is not for this Court to read between the lines in so far as the aforestated observations of the Division Bench are concerned.

The writ petition is accordingly dismissed on this short ground. Pending miscellaneous petitions, if any, shall also stand dismissed. No order as to costs.

SANJAY KUMAR, J

18th MARCH, 2019

Svv