

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

920 WRIT PETITION NO.6809 OF 2020

NEHA SUNIL AGGRAWAL AND OTHERS
 VERSUS
 CHANDRAKANT RATILAL MEHATA AND OTHERS

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Advocate for Petitioners : Mr. Kulkarni Sanket S.
 Advocate for Respondent No.1: Mr. M. T. Deshmukh h/f Mr. Shivraj
 B. Kadu
 Advocate for Respondent Nos.2 & 3: Ms. P. S. Talekar

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CORAM : AVINASH G. GHAROTE, J.

DATE : 3rd July, 2021

P. C. :

1. Heard Mr. Sanket Kulkarni learned counsel for the petitioners; Mr. Deshmukh h/f Mr. Shivraj Kadu for the respondent No.1 and Ms. Talekar for the respondent Nos.2 & 3.

2. Mr. Kulkarni, challenges the order dated 21/12/2019 passed by the Sub Divisional Officer, Shirdi and the order dated 03/03/2020 passed by the Member Maharashtra Revenue Tribunal (hereinafter referred to as 'MRT'), Pune, whereby the application filed by the respondent Nos. 2 and 3 for impleading them as parties in the proceedings pending before the Sub Divisional Officer, Shirdi, being Tenancy Appeal No.213/2018 has been allowed and they have been directed to be joined as respondent Nos. 8 & 9.

3. Mr. Kulkarni contends, that the respondent Nos. 2 & 3, claim an agreement of development dated 03/08/2013, by the respondent No.1 in respect of the subject property in their favour and so also, a general power of attorney dated 10/06/2011 in their favour both being registered under the provisions of the Registration Act, 1908. Though Mr. Kulkarni learned counsel for the petitioners, contends that the power of attorney has been revoked by the respondent No.1, by relying upon the communication dated 13/04/2016, however, learned counsel for the respondent No.1, makes a categorical statement that the power of attorney is still in force and is not revoked. Be that as it may, the question which arises for consideration, is whether under the two documents, namely, the agreement of development dated 03/08/2013 and the general power of attorney dated 10/06/2011, the respondent Nos.2 and 3 are entitled to be impleaded as respondent Nos.8 & 9 in their independent capacity. Though the authorities below have done so, in my humble opinion, an agreement of development, does not confer any right upon the respondent Nos.2 & 3 to get themselves impleaded, has no right is assigned or transferred to them under it, except for the limited purpose of developing the property. The general power of attorney, merely entitles them, to act as the agent

of the executor in this case the respondent No.1. These factors, have been totally ignored by the authorities below as a result of which the impugned orders cannot be sustained. Therefore, the order dated 21/12/2019 passed by the Sub Divisional Officer in Appeal No. 213/2018 as well as the order passed by the Member MRT dated 03/03/2020, are hereby quashed and set aside and the application for impleadment as filed by the respondent Nos.2 & 3 is hereby dismissed.

4. Needless to say, that in view of the position that the respondent No.1 is 92 years of age and has executed the power of attorney dated 10/06/2011 in favour of the respondent Nos. 2 & 3, it would be legally permissible for them, to represent the respondent No.1 in all proceedings before the authorities on the strength of the power of attorney and act as the agent of the respondent No.1. To that extent, they can file an appropriate application, which will be duly considered and decided by the Sub Divisional Officer, within a period of fifteen (15) days from the date of production of an internet copy of this order, before him. Needless to say, that considering the age of the matter, the Sub Divisional Officer shall endeavour to decide the proceedings before him within a period of nine (9) months from

the date of this order as far as possible. Petition is allowed in the above terms. The parties undertake to appear before the Sub Divisional Officer, on 12/07/2021.

(AVINASH G. GHAROTE, J.)

Sameer