

VRJ

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**INTERIM APPLICATION NO.2778 OF 2025
IN
WRIT PETITION NO.5432 OF 2017**

Lucy A. Jacinto ... Applicant

V/s.

The Mumbai Metropolitan Region
Development Authority through The
Additional Commissioner & Ors. ... Respondents

Mr. K. Akhatar i/by Mr. Shivaji Nirmale for the
applicant.

M. P. Thakur, AGP for the State.

Mr. Prasad Dhakephalkar, Senior Advocate with Ms.
Sneha Patil and Brena Gala i/by Maniar Srivastava
Associates for respondent No.1.

Ms. Nidhi Pathak i/by Kanga & Company for
respondent No.3.

CORAM : AMIT BORKAR, J.

DATED : FEBRUARY 26, 2025

P.C.:

1. The present interim application has been moved by the original petitioner who, at an earlier juncture, had executed a Development Agreement and conferred a Power of Attorney in favour of a certain individual. This individual, on the strength of the said Power of Attorney, initiated the present petition before this Court on behalf of the petitioner. The applicant now seeks an order discharging the advocate appointed by the said Power of Attorney holder and prays that the petitioner be permitted to engage a new advocate of his own choice.

2. It has been contended by learned counsel for the applicant that, in view of an alleged breakdown of trust between the petitioner and the Power of Attorney holder, the petitioner intends to revoke both the Development Agreement and the Power of Attorney unilaterally. In support of this plea, the applicant relies upon certain contractual clauses that purportedly allow for revocation.

3. Learned counsel for the applicant submits that the relationship between the petitioner and the Power of Attorney holder is purely contractual and governed by the provisions of the Indian Contract Act, 1872. According to him, the petitioner retains the unfettered right to terminate the Power of Attorney, as well as the Development Agreement, if the other side has purportedly violated certain obligations under the contractual arrangement.

4. Upon careful consideration of the record and the submissions, this Court finds that the dispute before it essentially pertains to the internal arrangement and mutual obligations between the petitioner and the Power of Attorney holder. The question of whether a Development Agreement, coupled with a Power of Attorney, can be unilaterally revoked or terminated, is primarily a matter involving contractual interpretation and the possible creation of an interest in immovable property or associated rights.

5. This Court, in proceedings of a summary or limited nature, is not equipped to conduct a detailed examination of the parties' contractual obligations or the ambit of any vested rights. The

resolution of competing claims regarding contractual rights and obligations is best left for adjudication by a competent civil court where a detailed trial on facts can be undertaken.

6. Where questions of title and the extent of an attorney's authority arise, the proper forum is a civil court, allowing for complete evaluation of evidence, cross-examination of witnesses, and application of relevant statutory provisions, including those under the Indian Contract Act, 1872 and the Specific Relief Act, 1963.

7. The core question in the instant application revolves around the legal standing of a petitioner vis-à-vis the Power of Attorney holder and whether the petitioner can, by a simple act of revocation, efface the arrangement originally sanctioned under the Development Agreement and Power of Attorney. Such an inquiry necessarily involves contested questions of fact and law, such as whether irrevocable rights or interests in the property have been created in favour of the attorney holder, and whether the Development Agreement itself contemplates an exclusive arrangement that cannot be unilaterally revoked without judicial intervention.

8. An application of the present nature, which seeks an order from this Court simply to discharge one advocate and permit another to appear, is inextricably tied to the resolution of the antecedent question: the validity and revocability of the Power of Attorney itself. Therefore, permitting such an application would imply that this Court embarks on an adjudication of the legality

and subsistence of the Power of Attorney, which is beyond the scope of the limited proceedings at hand.

9. It is pertinent to note that courts have consistently held that the forum for determining complex questions concerning termination or revocation of contracts or powers of attorney is the civil court. This principle stands on the firm footing that all parties deserve an opportunity to lead evidence and to have a proper adjudication on factual controversies—an exercise ill-suited for summary or interim proceedings.

10. For the reasons outlined above, this Court is of the view that the issue—whether the petitioner can unilaterally terminate the Development Agreement and revoke the Power of Attorney—cannot be decided in the present proceedings, which are limited in scope. The nature of rights, if any, created under these instruments, as well as the petitioner’s ability to cancel them without recourse to a decree from a civil court, are matters that require a detailed evidentiary inquiry.

11. Consequently, the interim application seeking to discharge the advocate appointed by the Power of Attorney holder and permitting the petitioner to engage a new advocate, premised as it is on the unresolved question of the Power of Attorney’s validity, need not be entertained by this Court in the present proceeding.

Hence, the interim application stands rejected. No costs.

(AMIT BORKAR, J.)