



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 06-10-2025

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THE HONOURABLE MR.JUSTICE V. LAKSHMINARAYANAN

WP No. 37113 of 2025

1. Kamala Prasad
S/o Late Mr. Bajrangala Kajaria,
12 Diamonds, 11th Floor,
46a Alipore, Po Alipore,
Kolkata, West Bengal 700 027

Petitioner(s)

Vs

Chennai Metropolitan Development
Authority (CMDA)
Rep By Its Member Secretary
Thalamuthu Natarajan Maaligai,
No 1 Gandhi Irwin Road, Egmore
Chennai 600 008

Respondent(s)

PRAYER

Direct the Respondent to allow the Power Attorney Holder of the petitioner Mr.Ramesh Sarangadharrao Auradhkar, to receive the original copy of the Lease -cum sale agreement dated 08.03.1991 and also to allow the same power Attorney Holder to execute the Sale deed on behalf of the petitioner.



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For Petitioner(s): M/s.K.S.Shankar Chakrapani
B. Mughundhan
Saravana Rajan S
M. Bharathidasan

For Respondent: Mr.V.Sudalai Selvam,
Standing Counsel

ORDER

The petitioner is a Dealer in Iron and Steel. He claims that he is running a Sole Proprietorship under the name and style of "M/s.Hind Udyog Corporation" having its Registered office at 93A, Titjala Road, Calcutta 700 046.

2. It was a decision of the Government of Tamil Nadu to create a separate market for dealers in iron and steel. This market was created in Sathangadu. The petitioner was desirous of getting a plot in his favour. Accordingly, he applied on 1.5.1987. His application was accepted and a Lease cum Sale Agreement was entered into between the respondent and the petitioner on 8.3.1991. It is necessary to point out, at this stage, that the petitioner had entered into a Lease cum Sale Agreement on 8.3.1991 through his Power of Attorney Holder Sri.Rameshwar Prasad Joshi. Even at that time, the petitioner



was residing at 32, Armenian Street, Calcutta. Under the Lease cum Sale Agreement, the petitioner was allotted a plot bearing No.D-411.

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3. In terms of the Lease cum Sale Agreement, the petitioner had paid all the amounts due to the respondent. This is evidenced from the "No Due Certificate" dated 30.11.2012 issued by the CMDA. The petitioner has also secured renewal of licence from the Market Management Committee in terms of the Tamil Nadu Specified Commodities Markets (Regulation of Location) Act, 1996.

4. Having complied with the requirements of the Lease cum Sale Agreement, the petitioner had sent a representation on 26.7.2025 calling upon the respondent to hand over the original copy of the Lease cum Sale Agreement dated 8.3.1991 and also to allow his Power of Attorney Agent to complete the sale transaction. Though the representation was received, there was no response from the respondent. Hence, the petitioner has come forward with the present writ petition.

5. I have heard Mr.K.S.Shankar Chakrapani, learned counsel for the petitioner and Mr.V.Sudalai Selvam, learned Standing Counsel for the



respondent.

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6. I have gone through the records.

7. As the facts have already been narrated, I do not find that reiteration of the same in this portion of the judgment is necessary.

8. A perusal of the papers reveals that the petitioner is aged about 85 years. He has executed a Deed of Special Power of Attorney on 22.8.2025 in favour of one Ramesh Sarangdharrao Auradkar. The said Power of Attorney is also registered on the file of the Sub Registrar III, Chhatrapati Sambhajinagar bearing Document Serial No.Chhasan 3-9800-2025. The said Power of Attorney authorises the following acts:-

"1) To submit the agreement to sale and sale deeds, lease deeds, mortgage deed, hypothecation deed, personal guarantee, consent deed, gift deed correction deed and other related documents executed by the Executant, either for purchase, sale lease or hypothecation of immovable properties, to the Registering Authority for the purpose of registration



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and give admission of the execution.

2) To do all other acts and deeds which are necessary

and essential to complete the registration of the

agreement to sale, sale deeds, lease deeds, mortgage

deed, hypothecation deed, personal guarantee, consent

deed, gift deed and other related documents either in

favour of Executant or by the Executant in favour of

Third Party.

3) All above acts and deeds if done by his Attorney

Holder will be deemed to have been done by the

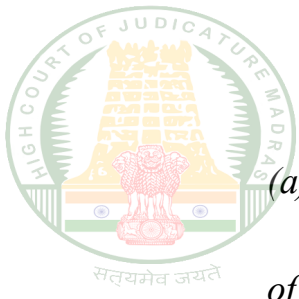
Executant and will be binding on the Executant.

4) AND WHEREAS, The Attorney Holder has no rights

to the accepting consideration amount."

9. The reason for the CMDA not to execute the sale deed in favour of the writ petitioner through the Power of Attorney seems to be the interpretation of clause 13 of the Lease cum Sale Agreement. The said clause reads hereunder:-

"13. Transfer of Title:



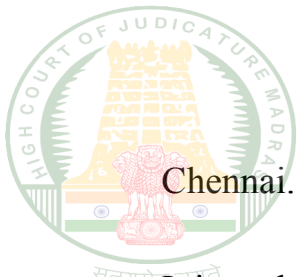
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(a) Transfer of title of shops shall be only with the concurrence of the Authority. Sale deed will be issued to the allottee/only to a person in the same trade.

(b) In case the Lessee Purchaser herein dies after possession from the Vendor, the Vendor may transfer the benefit of this agreement in favour of the legal heir of the Lessee Purchaser on obtaining proof of heirship and necessary documents for the recognition of such heir."

10. A perusal of the above clause shows that the title of the shop cannot be transferred by the allottee in favour of any other person without prior permission of the CMDA and even if permission was granted, it can be only in favour of any person, who is dealing in the same trade. This clause does not bar the power of attorney of the allottee to get a sale deed in favour of his principal.

11. The petitioner, being an octogenarian, cannot be called upon to come all the way from Aurangabad, where he is currently residing, to get the sale deed executed in his favour. The petitioner has also averred that on account of various medical ailments and his advanced age, he is unable to travel to



Chennai. It is, therefore, he has executed a Deed of Special Power of Attorney.

It is only for the purpose of completing the transaction between himself and the CMDA.

12. The purpose of executing a power of attorney is to complete the transaction that is entered into between the principal and the respondent. The power of attorney also reads that the principal accepts that the acts done by his Power Holder, will be deemed to have been done by the Executant and will be binding on him. It is not as if there is a transfer of title from the petitioner to the power agent. The sale deed entered between the CMDA and the petitioner is going to be completed through the power agent. Title is going to vest only with the writ petitioner and not with the power agent. Hence, I am of the view that the reluctance on the part of the CMDA in the aforesaid circumstances is unwarranted. Consequently, the writ petition is ordered with the following directions:-

i) CMDA shall verify the original of the power of attorney executed by the petitioner in favour of Shri.Ramesh Sarangadharrao Auradhkar.

ii) On being satisfied with the execution of the power of attorney deed, it



shall complete the transaction that has been initiated by the petitioner on

8.3.1991.

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iii) The petitioner shall, obviously, bear the registration and stamp charges for the purpose of completing the transaction.

iv) Such exercise shall be completed within a period of four weeks from today.

v) There shall be no order as to costs.

06-10-2025

ssk

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No



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V.LAKSHMINARAYANAN J.

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