



S.A. No.53 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10.09.2025

CORAM :

THE HON'BLE MR. JUSTICE K. RAJASEKAR

S.A. No. 53 of 2019

1. R. Palanisamy (Died)
2. C. Balasubramaniam
3. Kalaimani
4. Samyuktha

... Appellants

(A3 and A4 are the LR's of the deceased A1/ R.Palanisamy and brought on record vide Court order dated 27.06.2025 made in C.M.P.Nos.10425, 10427 and 10428 of 2025 in S.A.No.53 of 2019)

Vs.

1. Vivekanandan
2. Minor Praveen
3. Minor Aravindan
4. Prema

... Respondents

(R2 and R3 are declared as major and R4/ Prema is discharged from guardianship of R2 and R3 vide Court order dated 05.06.2024 made in C.M.P.Nos.16069, 16072 and 16074 of 2021 in S.A.No.53 of 2019)

Prayer: This Second Appeal is filed Under Section 100 of Code of Civil Procedure against the Judgment and Decree dated 24.11.2016 made in A.S. No.49 of 2007 on the file of the learned Additional Sub Court, Tirupur confirming the Judgment and Decree dated 18.07.2007 made in O.S.No.808 of 2004 on the file of the learned District Munsif Court, Tirupur (transferred in O.S.No.80 of 2003 - Sub Court, Tirupur).



S.A. No.53 of 2017

For Appellants : Mr. C.A. Ramanan
For N. Manokaran

For Respondents : Mr. V.P. Sengottuvel
For Mr. K.R. Nishanth

JUDGMENT

This second appeal has been filed by the defendant in the suit, challenging the judgment and decree of the Trial Court, which has been confirmed by the lower Appellate Court. The suit was filed by the plaintiffs/respondents herein seeking to set aside the sale deeds dated 28.06.2000 and 26.04.2001 executed in favour of the first defendant by the second defendant and also consequential injunction.

2. For the sake of convenience, the parties are referred herein according to their litigative status and rank before the Trial Court. The brief facts leading to filing of this appeal by the appellant/ plaintiff are as follows:

3. According to the plaintiffs, the first plaintiff entered into an agreement of sale with the first defendant for securing the repayment of loan on 05.08.1999 and subsequently on the same day, the first plaintiff had executed a



General Power of Attorney Deed in favour of the second defendant to deal with the suit properties. By suspecting the behaviour of the defendants, the first plaintiff had cancelled the Power of Attorney Deed executed in favour of the second defendant by way of registered document dated 24.12.1999. It is also the specific case of the plaintiffs that prior to cancellation, he has also intimated his intention to cancel the Power of Attorney deed to the defendants by way of post and orally. Thereafter, the plaintiffs came to know that the defendants are dealing with the properties, hence they have also made a paper publication dated 10.11.2002 cautioning the public that the said Power of Attorney deed executed by the first plaintiff in respect of the second defendant was cancelled and not to deal with the defendants in respect of the suit properties. Thereafter, the second defendant effected paper publication dated 13.11.2002 stating that on the strength of the Power of Attorney deed executed by the first plaintiff, the second defendant had sold the properties to the first defendant. The plaintiffs came to know about that sale deeds executed by the first defendant in favour of the second defendant, subsequently legal notices were issued to the defendants on 23.11.2002 and 11.01.2003 and thereafter, they have come forward with the suit seeking for the relief as stated above.

4. The suit was resisted by the defendants and according to them, the



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agreement of sale was entered between the first defendant and the first plaintiff on 05.08.1999 for purchasing the plaintiff's property, thereby the first plaintiff had received a sum of Rs.27,00,000/- from the first defendant. On the same day, a General Power of Attorney Deed was also executed in favour of the second defendant by the first plaintiff, since there was a money transactions between the second defendant and the first plaintiff and also for the purpose of ensuring the settlement of money, the said Power of Attorney was executed in favour of the second defendant. There was no proper intimation to the defendants regarding the cancellation of the Power of Attorney Deed dated 05.08.1999 by the first plaintiff. Subsequently, on proper sale consideration, the sale deeds were executed and the plaintiffs were also aware of the same, however the plaintiffs by suppressing all these facts have filed a suit with false claim, hence prays for dismissal of the suit.

5. The Trial Court after considering the pleadings made on both sides, framed the following issues:

1. *Whether the agreement of sale dated 05.08.1999 is valid?*
2. *Whether the cancellation of the General Power of Attorney executed by the first plaintiff in favour of the second defendant is valid?*
3. *Whether it is true that the sale deeds dated 28.06.2000 and 26.04.2001 executed in favour of the first defendant by the second*



defendant is null and void?

4. *Whether the plaintiffs are entitled for the relief of declaration as prayed for?*

5. *Whether the plaintiffs are entitled for permanent injunction as prayed for?*

6. *To what other relief the plaintiffs are entitled for?*

6. The Trial Court after considering the evidence placed on record, accepted the case of the plaintiffs and decreed the suit by declaring that the sale deeds dated 28.06.2000 and 26.04.2001 executed in favour of the first defendant by the second defendant are not valid. Aggrieved over the same, the defendants had filed an appeal before the Additional Sub Court, Tiruppur. The lower Appellate Court after considering the pleadings and evidence placed on record had accepted that there is a valid reason for the cancellation of the Power of Attorney Deed dated 05.08.1999 executed in favour of the second defendant by the first plaintiff and confirmed the judgment and decree of the Trial Court.

7. Aggrieved over the concurrent findings rendered by the Courts below, the defendants have come forward with this appeal and this Court at the time of admitting this second appeal have raised the following substantial



questions of law:

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(1) Whether the alleged cancellation of the Power of Attorney Deed dated 05.08.1999 (Ex.A.2) under Ex.A.3 dated 24.12.1999 is valid in the absence of notice of such cancellation to the 2nd defendant/ Agent as per Sections 202, 206 and 208 of the Indian Contract Act, 1872?

(2) Whether the suit has been properly valued under Section 25(d) of the Tamil Nadu Court Fees and Suits Valuation Act, 1955, instead of valuing the suit under Section 40 of the said Act, when the first plaintiff being a party to Ex.A.17 and Ex.A.18 was represented by his power agent/ 2nd defendant?

(3) When the suit properties derived by the 1st plaintiff under the partition could only be treated as separate properties, whether the Courts below are right in holding that the 1st plaintiff cannot deal with the properties which are in the nature of joint family properties?

(4) Whether the First Appellate Court is right in refusing to receive the additional evidences when the documents sought to be produced in I.A.Nos.2306 of 2007, 6201 of 2012 and 568 of 2012 filed under Order 41 Rule 27 of the Code of Civil Procedure are very vital to enable it to pronounce the Judgment?

8. The learned counsel for the appellants/ defendants submitted that the cancellation of the Power of Attorney deed itself is not valid since there is a violation of provisions of contract. He has also invited the attention of this Court in the deposition made by P.W.1 to show that there was no proper valid service of notice, prior to cancellation of Power of Attorney Deed. He also submitted that both Courts have erroneously rejected the receipt regarding the



payment made by the first defendant to the first plaintiff towards sale consideration and therefore prays to allow the appeal.

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9. The learned counsel appearing for the respondents/ plaintiffs submitted that both Courts after appreciating the evidences placed on record rendered a concurrent finding and rightly decreed the suit in favour of the plaintiffs, hence prays to dismiss the appeal and confirm the judgment and decree of the Courts below.

10. I have considered the submissions made on both sides and perused the materials available on record.

11. The scope of interfering with the concurrent findings of both the Courts below is well settled and the Hon'ble Apex Court in ***Hero Vinoth (Minor) vs. Seshammal [AIR 2006 SC 2234]*** has reiterated the jurisdiction of High Court to interfere in the concurrent findings of the Lower Courts and has held in paragraph Nos.12 to 16 as follows:

*“12. We shall first deal with the question relating to jurisdiction of the High Court to interfere with the concurrent findings of fact. Reference was made by learned counsel for the appellant to **Chandra Bhan v. Pamma Bai and Anr. (2002 (9) SCC 565)** **Sakhahari Parwatrao Karahale and Anr. v. Bhimashankar Parwatrao Karahale (2002 (9) SCC 608)**. So far as the first*



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decision is concerned, in view of the factual findings recorded by the lower Court and the first Appellate Court it was held that interference with the concurrent findings of fact are not justified. The question related to possession and two Courts primarily considering factual position had decided the question of possession. In that background, this Court observed that jurisdiction under [section 100](#) CPC should not have been exercised. So far as the second decision is concerned, the position was almost similar and it was held that findings contrary to concurrent findings of lower Courts and having no basis either in pleadings, issues framed or in questions actually adjudicated upon by any of the lower Courts cannot be sustained. That decision also does not help the appellant in any manner as the factual scenario is totally different in the present case.

13. Though as rightly contended by learned counsel for the appellant the scope for interference with concurrent findings of fact while exercising jurisdiction under [Section 100](#) CPC is very limited, and re-appreciation of evidence is not permissible where the trial Court and/or the first Appellate Court misdirected themselves in appreciating the question of law or placed the onus on the wrong party certainly there is a scope for interference under [Section 100](#) CPC after formulating a substantial question of law.

14. As was noted in **Yadarao Dajiba Shrawane (dead) by Lrs. v. Nanilal Harakchand Shah (dead) and Ors.** (2002 (6) SCC 404) if the judgments of the trial Court and the first Appellate Court are based on mis-interpretation of the documentary evidence or consideration of inadmissible evidence or ignoring material evidence or on a finding of fact has ignored admissions or concession made by witnesses or parties, the High Court can interfere in appeal.

15. In **Neelakantan and Ors. v. Mallika Begum** (2002 (2) SCC 440) it was held that findings of fact recorded must be set aside where the finding has no basis in any legal evidence on record or is based on a misreading of evidence or suffers from any legal infirmity which materially prejudices the case of one of the parties. (See: Krishna Mohan Kul alias [Nani Charan Kul and Another v. Pratima Maity and others](#) [(2004) 9 SCC 468]).



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16. It is now well settled that an inference of fact from a document is a question of fact. But the legal effect of the terms or a term of a document is a question of law. Construction of a document involving the application of a principle of law, is a question of law. Therefore, when there is a mis-construction of a document or wrong application of a principle of law while interpreting a document, it is open to interference under [Section 100 CPC](#). If a document creating an easement by grant is construed as an 'easement of necessity' thereby materially affecting the decision in the case, certainly it gives rise to a substantial question of law.“

12. In this case, both Courts have rendered its concurrent findings that the cancellation of Power of Attorney Deed dated 05.08.1999 was properly intimated to the defendants and the sale deeds dated 28.06.2000 and 26.04.2001 executed in favour of the first defendant by the second defendant is invalid.

13. On careful perusal of the evidence placed on record, more particularly, Exs.A.3 and A.4, which are the postal covers containing the information regarding the cancellation of Power of Attorney Deed and also the postal receipt attached for sending the intimation regarding the cancellation of Power of Attorney shows that, the cancellation of Power of Attorney has been properly intimated to the defendants herein. That apart, it has also been established that the Power of Attorney was cancelled by way of registered



document dated 24.12.1999. It is also settled law that once a document, which is registered and reflected in the Registration Department, it shall be taken as a public notice and the persons cannot claim that they were not aware about the registered document.

14. Admittedly, both Courts have accepted the service of notice by the plaintiffs to the defendants by considering Ex.A.5 - postal receipt and also Ex.A.4 - returned postal cover information regarding the cancellation of Power of Attorney coupled with the registered Power of Attorney. Therefore, I am of the view that there is no violation regarding the intimation of cancellation of Power of Attorney. As per Sections 206, which mandates that prior to cancellation of Power of Attorney, reasonable notice has to be sent to the agent for revocation. Sections 206 to 209 of the Indian Contract Act, 1972 reads as follows:

"206. Notice of revocation or renunciation

Reasonable notice must be given of such revocation or renunciation, otherwise the damage thereby resulting to the principal or the agent, as the case may be, must be made good to the one by the other.

207. Revocation and renunciation may be expressed or implied

Revocation or renunciation may be expressed or may be implied in the conduct of that principal or agent respectively.

Illustration



A empowers B to let A's house. Afterwards A lets it himself. This is an implied revocation of B's authority.

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208. When termination of agent's authority takes effect as to agent, and as to third persons

The termination of the authority of an agent does not, so far as regards the agent, take effect before it becomes known to him, or, so far as regards third persons, before it becomes known to them.

Illustrations

(a) A directs B to sell goods for him, and agrees to give B five per cent commission on the price fetched by the goods. A afterwards by letter, revokes B's authority. B after the letter is sent, but before he receives it, sells the goods for 100 rupees. The sale is binding on A, and B is entitled to five rupees as his commission.

(b) A, at Madras, by letter directs B to sell for him some cotton lying in a warehouse in Bombay, and afterwards, by letter, revokes, his authority to sell, and directs B to send the cotton to Madras. B after receiving the second letter, enters into a contract with C, who knows of the first letter, but not of the second, for the sale to him of the cotton. C pays B the money, with which B absconds. C's payment is good as against A.

(c) A directs B, his agent, to pay certain money to C. A dies, and D takes out probate to his will. B, after A's death, but before hearing of it, pays the money to C. The payment is good as against D, the executor.

209. Agent's duty on termination of agency by principal's death or insanity

When an agency is terminated by the principal dying or becoming of unsound mind, the agent is bound to take on behalf of the representative, of his late principal, all reasonable steps for the protection and reservation of the interests entrusted to him."

15. These sections only provides that non-service of notice will attract



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payment of damages to the agent, it has not laid a law that the non-service of notice to the agent, prior to cancellation of Power of Attorney will deemed to be invalid or any documents executed will be a void document. Since in this case, the cancellation has been made by way of registered document dated 24.12.1999 -Ex.A.3 and the same was also intimated by way of post, the defendants cannot plead that they were not aware about the cancellation of Power of Attorney. Since the cancellation deed is binding on the second defendant, he cannot act as a power agent of the plaintiff and execute the sale deeds dated 28.06.2000 and 26.04.2001 in favour of the first defendant. Consequently, this Court is of the view that the defence taken by the defendants to sustain the sale deeds are not valid. Accordingly, this Court finds no interference in the findings rendered by both Courts below that the cancellation of Power of Attorney is valid and it is binding on the defendants. Accordingly, the first substantial question of law is answered.

16. Similarly, it is also contented that the Court fee paid is also not valid, since the plaintiff is also a party to Ex.A.17 and Ex.A.18 as a principal of the second defendant, however this Court is unable to accept the said contention since as discussed in the earlier paragraphs that the Power of Attorney deed dated 05.08.1999 was already cancelled in the year 1999 itself



by the first plaintiff, therefore the second defendant cannot act as a Power Agent of the first plaintiff. Consequently, the claim made by the defendants in Ex.A.17 and Ex.A.18 that he is a Power Agent is not valid and the second defendant cannot represent the first plaintiff, thereby holding that the first plaintiff is also a party in Ex.A.17 and Ex.A.18 is not permissible and the same are not binding on the first plaintiff, therefore the Court fee under Section 25(d) is valid. Accordingly, the second substantial question of law is answered.

17. With regard to the additional evidences attempted to mark by the defendants are concerned, the majority of the documents are relating to the events taken place after March 2003 i.e., after filing of the suit regarding various money disputes taken place between the parties and also the proceedings initiated before the RDO regarding the very same disputes. Those documents are not at all necessary, since cause of action covered in this case is totally different and the suit has to be decided only on the documents came into existence prior to filing of the suit. There is one more document that the defendant had attempted to mark is the MoU dated 10.01.2003 and according to the defendant, this document was executed by the first plaintiff, stating various previous transactions held between the parties and also stated that the plaintiff has received the balance sale consideration.



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18. Though the arguments of the defendants seems to be contradicting to the MoU, which covers all the transactions including the payment and receipt of sale consideration, whereas nowhere it deals about the ratification of the sale deed executed in favour of the first defendant. Further, this document would not have any legal importance, since already the Power of Attorney executed in favour of the second defendant was cancelled by way of registered documents and if any further transactions are to be taken place, it can be done only by way of another registered document, therefore acknowledging of certain transactions will no way improve the case of the appellants herein. Accordingly, the fourth substantial question of law is answered.

19. As far as the third substantial question of law is concerned, the defendants or plaintiff are not entitled to raise such plea since, the first plaintiff himself filed suit claiming that he was the title holder of the suit property and subsequently, he has also cancelled the Power of Attorney executed by him, he is estopped from claiming that he is not the title owner of the suit property. If his legal heirs are having any interest in the property, they cannot contend the same in this suit, since they only stepped into the shoes of the first plaintiff and they have to initiate separate proceedings to declare their independent rights, if



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any available. Accordingly, the third substantial question of law is answered.

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K. RAJASEKAR, J.

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20. In the result, this second appeal is dismissed and the judgment and decree of the lower Appellate Court is hereby confirmed. Consequently, connected miscellaneous petition, if any stands closed. No costs.

10.09.2025

stn

Index: Yes/No

Speaking Order : Yes/No

Neutral Citation Case : Yes/No

To:

1. The Additional Sub Judge, Tirupur.
2. The Sub Judge, Tirupur.
3. The Section Officer,
VR Section,
High Court of Madras.

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15/15