



**IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

**RSA-2512-1993 (O&M)**

**Reserved on :-03.11.2025**

**Date of Pronouncement:-10.11.2025**

Harnam Kaur (Since Deceased) Through Her LR's and others ... Appellants

Versus

Amarjit Singh and another

.. Respondents

**CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL**

Argued by :-

Mr. Jatinder Nagpal, Advocate  
for the appellants.

Mr. Navjeet Singh, Advocate  
for respondent No.1.

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**VIRINDER AGGARWAL, J.**

1. The appellant/plaintiff has instituted the present Regular Second Appeal (hereinafter referred to as "RSA") under Section 41 of the Punjab Courts Act, 1918, assailing the judgments and decrees rendered by the Courts below. The appeal is primarily founded on the contention that the findings recorded by the learned Sub-Judge 1<sup>st</sup> Class, Barnala and the learned Additional District Judge, Barnala, are contrary to law, founded upon a manifest misappreciation of evidence, and have occasioned substantial prejudice to the appellant, thereby warranting the intervention of this Court in exercise of its appellate jurisdiction under the said provision.

2. For the sake of clarity and convenience in the discussion, the parties shall hereinafter be referred to as the plaintiff and the defendants,



corresponding to their respective status before the learned Trial Court. The salient and material facts forming the foundation of the present proceedings, which are essential for an informed adjudication of the issues, are briefly narrated as follows:-

*“The plaintiffs filed the present suit seeking a declaration that the power of attorney dated 23.04.1986, allegedly executed by Kapur Singh (plaintiff No.1) in favour of Gurdev Singh (defendant No.2), is forged, fictitious, and void, conferring no authority to alienate the plaintiff’s property. They further sought a declaration that sale deeds No.325 and 326 dated 25.04.1986, executed by Gurdev Singh in favour of Amarjit Singh (defendant No.1) regarding 1/7th share of land measuring 228 kanals 7 marlas situated at village Jehlan, Tehsil Barnala, are illegal, null, and void, and a decree of permanent injunction restraining the defendants from interfering with possession or alienating the suit land.*

*The case of the plaintiffs is that Kapur Singh, a 95-year-old illiterate and visually impaired villager, was fraudulently induced by Gurdev Singh under the pretext of obtaining eye medication to accompany him to Ludhiana, where his thumb impressions were obtained on certain papers without reading or explaining their contents. Subsequently, he discovered that Gurdev Singh had deceitfully procured a general power of attorney in his name and, acting upon it, executed two sale deeds in favour of Amarjit Singh. Upon learning of the fraud, Kapur Singh immediately revoked the said power of attorney*



*through a registered revocation deed dated 25.04.1986. It was asserted that Kapur Singh had no relation with the defendants, had never resided at the address mentioned in the impugned document, and had no occasion or necessity to appoint Gurdev Singh as his attorney. The entire transaction, including the alleged sale deeds, is claimed to be fraudulent, without authority, and without consideration.”*

3. Upon notice, the defendants appeared and filed written statement. Defendant No.1, Amarjit Singh, asserted that the power of attorney dated 23.04.1986 was voluntarily and validly executed by Kapur Singh, duly authorizing Gurdev Singh to alienate the property. He contended that the impugned sale deeds were executed for lawful consideration and are binding. Allegations of fraud, coercion, or incapacity were emphatically denied, terming the plaintiffs' case as false and collusive. He further pleaded lack of locus standi, misjoinder of parties and causes of action, estoppel, and improper valuation. He maintained that the sale transactions preceded the alleged revocation and that he is a bona fide purchaser for value without notice. Defendant No.2, Gurdev Singh, similarly denied all allegations, asserting that the sales were validly executed under due authority and that the full sale consideration of ₹40,000/- was paid to Kapur Singh on 27.04.1986 against a duly executed receipt.

4. Plaintiffs filed replications and specifically controverted the assertions made in the written statements and reaffirmed their original pleadings. Upon a meticulous appraisal of the pleadings and rival contentions, the Court was pleased to frame the following issues for



adjudication, so as to ensure a precise, comprehensive, and effective determination of the matters in controversy:-

- (1) *Whether the plaintiffs have got no locus-standi to file the suit? OPD.*
- (2) *Whether the suit is bad for mis-jeinder of parties/causes of action? OPD*
- (3) *Whether the plaintiffs are estopped in filing the suit by their act and conduct? OPD*
- (4) *Whether the suit has been brought by the plaintiff in collusion with defendant No.2? If so, to what effect? OPD.*
- (5) *Whether the suit has not been properly valued for the purposes of court fee and jurisdiction? OPD*
- (6) *Whether the general power of attorney dated 23.04.1986 is the outcome of mis-representation and fraud? OPP*
- (7) *Whether the sale deeds dated 25.04.1986 purported to have been executed by the plaintiff Kapur Singh in favour of defendant No. 1 are null and void and ineffective against the rights of the plaintiffs? OPP*
- (8) *Whether the defendant No. 1 is a bona fide purchaser of suit land for consideration and without notice of the invalidity of the power of attorney? OPD*
- (9) *Whether the plaintiffs are entitled to the injunction prayed for 7 OPP*
- (10) *Relief.*

5. The parties were afforded ample opportunity to adduce evidence in support of their respective claims and defense. Upon the conclusion of evidence and after hearing learned counsel at length, the learned Sub-Judge Ist Class, Barnala having carefully considered the pleadings, material on record, and submissions advanced, dismissed the suit and observed that “In



*view of the foregoing findings, the plaintiffs' suit is devoid of merit and is accordingly dismissed with costs."* Aggrieved by this judgment and decree, an appeal was filed before the learned Additional District Judge, Barnala, which was also dismissed by observing that "*Consequently, the appeal lacks merit and is dismissed with costs. Decree sheet be prepared.*"

6. The appellant has instituted the present appeal assailing the concurrent judgments and decrees rendered by the learned Courts below. The appeal having been duly admitted, notice was issued to the respondents, who entered appearance through counsel and advanced arguments. Pursuant thereto, the complete record of the subordinate Courts was requisitioned for comprehensive examination and judicious adjudication of the matter.

#### **OBSERVATIONS AND FINDINGS**

7. I have heard the learned counsel for the parties at length and bestowed my anxious consideration upon their respective submissions in light of the pleadings, the evidentiary material on record, and the concurrent findings returned by the Courts below. The record has been meticulously perused to assess the rival contentions and to determine '*whether the impugned judgments and decrees suffer from any error apparent on the face of the record, legal infirmity, procedural irregularity, or manifest perversity so as to warrant interference in the limited exercise of appellate jurisdiction*'?

8. In view of the pleadings, evidence, and findings returned by the Courts below, this appeal gives rise to the following two substantial questions of law for consideration:

- (i) *Whether the execution and subsequent revocation of the General Power of Attorney dated 23.04.1986 by Kapur Singh in favour of*



*Gurdev Singh establish that the said Power of Attorney was validly executed, thereby negating the plea of fraud alleged by the appellants/plaintiffs?*

*(ii) Whether the acknowledging the receipt (Ex.DW-10/A) dated 27.04.1986 and acceptance of sale consideration of ₹40,000/- by Kapur Singh amounts to ratification of the sale transaction under the Indian Contract Act, 1872, thereby validating the sale deeds executed by the attorney?*

### **Validity of Power of Attorney**

9. It stands duly established from the oral as well as documentary evidence on record that Kapur Singh had voluntarily executed the registered General Power of Attorney (Ex.D5) in favour of Gurdev Singh on 23.04.1986. The document was executed before the Sub-Registrar, Ludhiana, and the endorsement of registration bears the thumb impression of Kapur Singh, who was identified by Sujan Singh, Numberdar, and attested by Iqbal Singh, both of whom have supported the execution in their depositions. The deed writer, Harnam Singh (DW-3), and the then Sub-Registrar, Surinder Mohan Sharma (DW-7), have categorically stated that the document was read over to Kapur Singh, who admitted its contents and affixed his thumb impression while being in a sound and disposing state of mind. The expert witness, Dewan K.S. Puri (DW-6), confirmed that the thumb impressions on the Power of Attorney and the revocation deed were identical, thereby proving that both were executed by Kapur Singh himself. The medical evidence produced by the plaintiffs was found unreliable, as the doctor examined Kapur Singh almost a month after the execution and admitted that he appeared normal at that time. Thus, the concurrent findings of the courts below rightly hold that



the Power of Attorney was validly executed by Kapur Singh of his free will and in sound mind, without any element of fraud or misrepresentation.

### **Revocation of Power of Attorney**

10. Subsequently, the fact that Kapur Singh himself executed a registered Revocation Deed (Ex.PW3/A) on 25.04.1986, merely two days later, assumes great significance. Firstly, there is no allegation of deceit or undue influence in the revocation deed itself, and it contains no statement suggesting that Kapur Singh was unaware of the nature of the earlier document. In the Revocation Deed (Ex.PW3/0A), Kapur Singh did not allege that the Power of Attorney had been procured by fraud or misrepresentation. Instead, he stated that he now doubted the agent and, apprehending possible misuse, thus he desired to revoke the authority. This clear recital indicates that the Power of Attorney was voluntarily executed in the first instance, and that the revocation stemmed merely from a subsequent loss of confidence. Contrastingly, in the plaint, the plaintiff-Kapur Singh introduced an entirely different story of fraud and deceit by defendant no. 2, which directly contradicts the express recital in the registered revocation deed. Such inconsistency undermines the credibility of their version.

11. Secondly, the said revocation demonstrates that Kapur Singh had later withdrawn the authority earlier granted to Gurdev Singh, and not that the Power of Attorney itself was fraudulently procured. The recitals in the revocation deed expressly acknowledge that Kapur Singh had executed the General Power of Attorney on 23.04.1986 and now intended to cancel it, showing a clear admission of its prior execution. It expressly acknowledges that the act of executing a registered revocation deed demonstrates that



Kapur Singh had full knowledge of and admitted the earlier execution of the Power of Attorney. Once such revocation deed was executed, the plea that the Power of Attorney was obtained through fraud or misrepresentation loses all credibility. Thus, the plea of fraud raised by the plaintiffs on the ground that Kapur Singh was aged, illiterate, of weak eyesight, and incapable of understanding the document, was rightly disbelieved by both Courts below. The learned Trial Court noticed that the revocation deed was also a registered document, executed before the Sub-Registrar, Ludhiana, in which Kapur Singh consciously and voluntarily canceled the Power of Attorney, stating that he had lost faith in his attorney. This conduct unmistakably shows that Kapur Singh was fully aware of the Power of Attorney, its contents, and its legal implications. A person cannot revoke an instrument unless he first admits its execution. Thus, the act of revocation operates as an unequivocal acknowledgment of execution. The subsequent plea that the earlier document was obtained by deceit stands self-contradicted by Kapur Singh's own conduct and admissions. Hence, the revocation does not cast any doubt on the genuineness of the Power of Attorney but rather reinforces that Kapur Singh was conscious of his earlier act and voluntarily chose to rescind the authority subsequently.

### **Effect of Revocation**

12. It further deserves emphasis that there was no intimation or communication of the said revocation by Kapur Singh either to the attorney, Gurdev Singh, or to the purchaser, Amarjit Singh. Both the learned Trial Court and the First Appellate Court have recorded a clear finding that neither the agent nor the vendee was informed of any cancellation of the authority prior to the execution and registration of the sale deeds. Gurdev Singh (DW-





11) categorically stated that he had never received any notice or knowledge of revocation and that he executed the sale deeds *bona fide* under the subsisting Power of Attorney. The vendee too was never apprised of such revocation. In this context, Section 208 of the Indian Contract Act, 1872, squarely applies, which lays down that “*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.*” Hence, unless and until the revocation was communicated to the attorney or became known to the third party dealing with him, the authority continued to subsist in law. The absence of such notice renders the revocation ineffective against transactions lawfully executed in good faith before knowledge thereof. The courts below, relying upon this principle, rightly held that the sale deeds executed by Gurdev Singh prior to any intimation of revocation were valid and binding.

13. Moreover, the revocation of the Power of Attorney had no effect on the sale deeds executed by Gurdev Singh in favour of Amarjit Singh under the authority conferred upon him by the said Power of Attorney dated 23.04.1986. Once the Power of Attorney was validly executed and the sale deeds were registered before the date of revocation, the subsequent cancellation could not invalidate those transactions. Therefore, the courts below have rightly observed that such revocation operates prospectively and cannot invalidate transactions lawfully effected prior to its cancellation. In view of Section 208 of the Contract Act and the concurrent finding that no notice of revocation was ever conveyed to either the agent or the purchaser, the authority of Gurdev Singh subsisted in law on the date of execution of the sale deeds, rendering the transactions valid and binding.



14. Viewed cumulatively, the evidence of due execution, the registration of both the Power of Attorney and its revocation, the absence of any allegation of fraud in the revocation deed, leave no manner of doubt that the Power of Attorney was validly executed by Kapur Singh while in a sound and disposing state of mind. The concurrent findings that no notice of revocation was ever issued to the attorney or the purchaser, as required under Section 208 of the Contract Act, further nullify the plea of invalidity. The plea of fraud or misrepresentation has been rightly rejected as untenable by both the courts below. Consequently, the execution and subsequent revocation of the General Power of Attorney dated 23.04.1986 by Kapur Singh conclusively establish that it was voluntarily and validly executed. The act of registered revocation deed operates as an acknowledgment of authenticity and negates the plea of fraud in execution of power of attorney. The recitals in the revocation deed, the concurrent findings of both the courts below, and the express authority to sell contained in Ex.D5 collectively prove that the transaction was genuine and lawful.

**Receipt of Sale Consideration (Ex.DW10) and Ratification of Sale**

15. The defendants produced on record a receipt dated 27.04.1986 (Ex.DW-10/A) bearing the thumb impression of Kapur Singh, acknowledging the receipt of ₹40,000/- towards sale consideration. The execution of this receipt was corroborated by Gurdev Singh (attorney) and by Tehal Singh (DW10), who both deposed that the amount was handed over to Kapur Singh by Gurdev Singh in the House of Tehal Singh, and after obtaining the said amount he himself kept the same in his own bag. The testimony of DW11 Gurdev Singh (attorney), DW8 Amarjit Singh (vendee),



and DW10 Tehal Singh (attesting witness), found that the sale consideration of ₹40,000/- was paid in cash along with some another amount to Kapur Singh, and receipt was written and read over to him which was a duly signed/thumb-marked and executed by him acknowledging the same. The witness Tehal Singh, who was an independent villager, supported this fact without any material contradiction in cross-examination. The First Appellate Court upheld this finding and observed that Ex.DW10/A clearly shows that Kapur Singh had full knowledge of the sale and consciously accepted the consideration.

16. The authenticity of the receipt (Ex.DW10/A) and the testimony of these witnesses remained wholly unrebutted. It is also noted that no evidence or independent witness was examined by the plaintiff to prove that the thumb impression on Ex.DW10/A was forged or that the witnesses were interested. Further, Kapur Singh neither initiated any criminal proceedings challenging the receipt of sale consideration nor led any evidence to contradict the statements of Gurdev Singh or Amarjit Singh. Even in the plaint, there was no specific plea that no consideration had passed. When the execution of the sale deeds is proved and the sale consideration is acknowledged, and such acknowledgment remains unrebutted, the presumption under Section 91 and 92 of the Evidence Act applies, and the burden shifts upon the person disputing it to prove otherwise. However, No evidence having been led by the plaintiffs to rebut the presumption of due consideration, the finding that the sale consideration was duly paid stands affirmed.

17. For ready reference, the relevant section 196 to Section 198 of Indian Contract Act,1872 are required to be reproduced here:



**“Section 196. Right of person as to acts done for him without**

**his authority. Effect of ratification.-** *Where acts are done by one person on behalf of another, but without his knowledge or authority, he may elect to ratify or to disown such acts. If he ratify them, the same effects will follow as if they had been performed by his authority.*

**Section197. Ratification may be expressed or implied.-**

*Ratification may be expressed or may be implied in the conduct of the person on whose behalf the acts are done.*

**Section198. Knowledge requisite for valid ratification.-** *No valid ratification can be made by a person whose knowledge of the facts of the case is materially defective.*

18. It has come on record that the principal, Kapur Singh, accepted the sale consideration amount from Gurdev Singh vide receipt Ex.DW10/A on 27.04.1986. The sale transactions in question had already been executed by Gurdev Singh, as attorney, on 25.04.1986. Thus, by the time the amount was received, Kapur Singh was fully aware and had knowlegde of the said sale deeds and the alienation effected by Gurdev Singh on his behalf. His acceptance of the consideration, with such knowledge, clearly attracts the principle of implied ratification as contemplated under Sections 196 and 197 of the Indian Contract Act, 1872. The requirement of knowledge under Section 198 also stands fulfilled, as the act of acceptance was done with full awareness of the material facts. Even if, as alleged by the principal, the agent was not originally authorised to alienate the property, the act of acceptance of the sale consideration coupled with Kapur Singh's inaction and non-rebuttal amounts to a conscious adoption of the transaction, thereby constituting a



implied ratification of the sale made by the attorney under the provisions of the Indian Contract Act, 1872, and rendering the same valid and binding in law.

19. Further, the conduct of Kapur Singh reveals that, while accepting the sale consideration from Gurdev Singh with full knowledge of the transactions, he was simultaneously disputing the very Power of Attorney on the plea of fraud and misrepresentation. It appears that he acted cleverly and with calculated design, intending to deceive the vendee, Amarjit Singh, in collusion with the agent Gurdev Singh. Such inconsistent and self-serving behaviour clearly reflects mala fide intent. The law does not permit such double standards; a person cannot be allowed to both approbate and reprobate, that is, to accept the benefit of a transaction and at the same time deny the authority under which it was made.

20. Accordingly, this Court holds that the subsequent acceptance of sale consideration by Kapur Singh, despite his contemporaneous challenge to the attorney, amounts to *implied ratification* under Sections 196 to 198 of the Indian Contract Act, 1872. Consequently, the sale deeds executed by Gurdev Singh on 25.04.1986 stand duly validated in the eyes of law, and the transactions, being complete, for valuable consideration, and duly ratified in law, are binding upon Kapur Singh and his legal heirs.

21. In light of the foregoing discussion, both the issues are answered against the appellants. The execution and revocation of the Power of Attorney conclusively establish its genuineness, and the subsequent acknowledgment of consideration by Kapur Singh through Ex.DW10 amounts to ratification of the sale transactions. The pleas of fraud, misrepresentation, or want of authority are devoid of merit. Consequently,



the concurrent findings of fact recorded by the learned Trial Court and affirmed by the learned First Appellate Court are based on a proper appreciation of evidence and suffer from no illegality or perversity, and therefore does not want inference by this court.

22. No other substantial question of law arises for consideration. The appeal, being devoid of merit, stands dismissed. The judgments and decrees passed by the learned Courts below are affirmed.

23. Consequent upon the final adjudication of the main appeal, all pending miscellaneous application(s), if any, stand disposed of in view of the judgment rendered herein. No further orders are required.

10.11.2025  
Gaurav Sorot

(VIRINDER AGGARWAL)  
JUDGE

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|------------------------------|----------|
| Whether reasoned / speaking? | Yes / No |
| Whether reportable?          | Yes / No |