

**CM-4980-81-C-2024 in/and
RSA-1265-2024**

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2025.PHHC:013150



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

**CM-4980-81-C-2024 in/and
RSA-1265-2024
Date of decision : 28.01.2025**

Daljit Singh

...Appellant

Vs.

Amrinder Singh and others

...Respondents

CORAM:- HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. S.S. Grewal, Advocate
for the appellant.

ANIL KSHETARPAL, J. (Oral)

1. The defendant assails the correctness of judgment passed by the First Appellate Court which in turn has reversed the judgment of the trial Court.
2. In order to comprehend the issues involved in the present case, relevant facts, in brief, are required to be noticed.
3. The appellant (defendant No.2) was allotted House No. LIG/1440/15, Phase XI, Mohali. He entered into a full payment agreement in favour of defendant No.3-Sh. Chanchal Singh on 27.07.1995. He executed a registered Will in favour of defendant No.3 and also executed a General Power of Attorney on 28.07.1995 in favour of Smt. Tejinder Kaur wife of Sh. Chanchal Singh (defendant No.3). Subsequently, the defendants No.1 and 3 executed a full payment agreement in favour of the plaintiff-Amrinder Singh on 05.04.2013. The defendant while contesting the suit denied execution of the



agreement to sell as well as power of attorney. He also claimed that he has cancelled the power of attorney executed in favour of defendant No.3 on 01.02.2013.

4. The trial Court dismissed the suit on the ground that the power of attorney was cancelled. However, the First Appellate Court reversed the same.

5. Heard the learned counsel representing the appellant at length and with his able assistance perused the paper-book.

6. Learned counsel representing the appellant submits that power of attorney in favour of defendant No.3-Chanchal Singh was cancelled on 01.02.2013, hence, he has no right to further execute agreement to sell. Hence, he submits that defendants No. 1 and 3 had no right to execute the agreement in favour of the plaintiff and agreement dated 05.04.2013 has not been proved.

7. This Court has considered the submissions made by the learned counsel representing the appellant.

8. In fact, while examining Section 202 of the Indian Contract Act, 1872, this Court has held that such general power of attorneys are not revocable because the power of attorney holder being licensee has an interest in the same. It is evident that the appellant executed three documents namely, agreement to sell, registered Will and registered general power of attorney. The power of attorney, was never revoked for nearly 18 years. In fact, the appellant (defendant No.2) had no right to revoke the same. In '***Smt. Parkash Devi vs. Rajinder Kumar (Since deceased) Through his LRs and others***', RSA-2819-2007 and in '***Pardeep Chaudhary and another vs. Birwati and others***', RSA-799-2019, it has been held that such power of attorneys can not be revoked.



9. With regard to his second argument, it would be noticed that the agreement dated 05.04.2013 has been proved by examining the plaintiff as well as one of the marginal witness. Certain discrepancies in the oral statement cannot be given preference to a written contract.
10. Hence, no ground to interfere is made out.
11. The appeal is dismissed.
12. All the pending miscellaneous applications, if any, are also disposed of.

28.01.2025
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned :	Yes	No
Whether Reportable :	Yes	No