



RSA-797-2016(O&M)

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

RSA-797-2016(O&M)

Date of decision: 25.02.2025

Smt. Parkash Banti @ Parkash Wanti

..Appellant

Versus

M/s Juhar Construction & Travel Pvt. Ltd.and another

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

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

Mr. K.S.Boparai, Advocate for the respondents

ANIL KSHETARPAL, J. (Oral)

1. This is defendant's Regular Second Appeal against the concurrent findings of fact arrived at by the courts below while decreeing the plaintiff's suit for delivery of possession by way of specific performance of the agreement to sell.

2. In order to comprehend the issues involved in the present case, some relevant facts, in brief, are required to be noticed.

3. Smt. Parkash Banti (appellant) was owner of the plot measuring 525 sq. yards (suit property) and she executed a power of attorney in favour of her grandson on 05.02.2002 authorising him to sell her properties. The grandson, pursuant to the aforesaid attorney, sold some part of her property vide registered sale deed dated 05.07.2002 to Gagandeep Singh. Subsequently, the grandson executed an agreement to sell on 03.03.2003 in favour of the plaintiff (respondent herein). However, the aforesaid agreement was not honoured by the grandson or Smt. Parkash Banti forcing



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the plaintiff to file the present suit. Grandson did not appear in the suit. The appellant claimed that she has revoked the power of attorney on 27.02.2003 by a registered deed at Ludhiana had sent the intimation to grandson on the same date through a registered notice and telegram. Both the courts have found that intimation to grandson is not proved. It is not the case of the appellant that her grandson had colluded with the plaintiff. Publication of cancellation of registered power of attorney was made one day after the agreement to sell was entered into. Hence, the plaintiff had no notice of revocation. Thus, both the courts decreed the suit.

4. Heard the learned counsel representing the parties at length and with their able assistance perused the paperbook.

5. Learned counsel representing the appellant contends that the notice intimating revocation of power of attorney was sent through registered post on 27.02.2003. Hence, the decree for specific performance of the agreement to sell could not be passed.

6. Per contra, the learned counsel representing the respondents submits that the appellant has failed to prove that her notice was sent on a correct address by a registered post. He submits that postal receipt of having sent notice by registered post has neither been produced nor proved.

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

8. As is evident, the appellant was required to prove that revocation of power of attorney was brought to the notice of her grandson before 03.03.2003. She could have examined her grandson. However, she



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failed. Moreover, the appellant does not allege any collusion between her grandson and the respondent (plaintiff).

9. Learned counsel representing the appellant submits that the plaintiff can be granted alternative relief because the power of attorney was revoked. This Court has considered submission, however, finds no merit because when the plaintiff's grandson entered into agreement, he had no notice of revocation of power of attorney.

10. Keeping in view the aforesaid facts, no ground to interfere is made out.

11. Hence, dismissed.

12. All the pending miscellaneous applications, if any, are also disposed of.

25.02.2025

rekha

Whether speaking/reasoned

Whether reportable

(ANIL KSHETARPAL)
JUDGE

Yes/No

Yes/No