



NC: 2025:KHC:22351
MFA No. 7778 of 2024
C/W MFA No. 7889 of 2024
MFA No. 7953 of 2024
AND 1 OTHER

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 25TH DAY OF JUNE, 2025

R

BEFORE

THE HON'BLE MR JUSTICE C.M. POONACHA

MISCELLANEOUS FIRST APPEAL NO. 7778 OF 2024 (CPC)

C/W

MISCELLANEOUS FIRST APPEAL NO. 7889 OF 2024 (CPC)

MISCELLANEOUS FIRST APPEAL NO. 7953 OF 2024 (CPC)

MISCELLANEOUS FIRST APPEAL NO. 7995 OF 2024 (CPC)

IN MFA No. 7778/2024

BETWEEN:

1. SMT. LALITHA. B
W/O LATE B E PRAKASH
AGED ABOUT 63 YEARS
2. SRI NAVEEN KUMAR B P
S/O LATE B E PRAKASH
AGED ABOUT 40 YEARS
3. SMT ASHRARANI B P
D/O LATE B E PRAKASH
AGED ABOUT 36 YEARS

ALL ARE R/AT NO.109, 4TH CROSS,
BYRASANDRA MAIN ROAD,
C V RAMAN NAGAR POST
BENGALURU-560093

...APPELLANTS

(BY SRI. R S RAVI, SENIOR COUNSEL FOR
SRI. SHIVARAJU M K, ADVOCATE)

AND:

1. M/S. BAGMANE DEVELOPERS PRIVATE LIMITED
A COMPANY INCORPORATED
UNDER THE COMPANIES ACT 1956
HAVING ITS REGISTERED OFFICE AT
LAKE VIEW BUILDING
NO.66/1-4 A BLOCK





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8TH FLOOR BAGMANE TECHNOLOGY PARK
C V RAMANAGAR
BENGALURU-560093
REPRESENTED BY ITS AUTHORISED SIGNATORY
AND GENERAL MANAGER
MR SHASHANK BAGMANE

2. MR SHASHANK BAGMANE
THE AUTHORISED SIGNATORY AND
GENERAL MANAGER
AGED ABOUT 35 YEARS
M/S BAGMANE DEVELOPERS PRIVATE LIMITED
AT LAKE VIEW BUILDING
NO.66/1-4 A BLOCK
8TH FLOOR, BAGMANE TECHNOLOGY PARK
C V RAMANAGAR BENGALURU-560093
3. D V RAMAKRISHNA
THE DIRECTOR
AGED ABOUT 52 YEARS
M/S BAGMANE DEVELOPERS PRIVATE LIMITED
AT LAKE VIEW BUILDING
NO.66/1-4 A BLOCK
8TH FLOOR, BAGMANE TECHNOLOGY PARK
C V RAMANAGAR
BENGALURU-560093
4. THE TAHSILDAR
BENGALURU EAST TALUK
MINI VIDHANA SOUDHA
KRISHNARAJA PURAM
BENGALURU

...RESPONDENTS

(BY SRI. BIPIN HEGDE, ADVOCATE FOR
SMT RAKSHITHA D J, ADVOCATE FOR C/R1)

THIS MFA IS FILED UNDER ORDER 43 RULE 1 OF CPC,
AGAINST THE ORDER DATED 05.09.2024 PASSED ON I.A. NO. 2 IN
O.S.NO. 7374/2023 ON THE FILE OF THE VI ADDITIONAL CITY CIVIL
AND SESSIONS JUDGE, BENGALURU CITY (CCCH.11), DISMISSING
THE I.A. NO.2 FILED UNDER ORDER XXXVIII RULES 1 AND 2 READ
WITH SECTION 151 OF CPC AND ETC.



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IN MFA NO. 7889/2024

BETWEEN:

1. SMT. LALITHA. B
W/O LATE P E PRAKASH
AGED ABOUT 63 YEARS
2. SRI NAVEEN KUMAR B P
S/O LATE P E PRAKASH
AGED ABOUT 40 YEARS
3. SMT ASHARANI B P
D/O LATE P E PRAKASH
AGED ABOUT 36 YEARS

ALL ARE R/AT NO.109, 4TH CROSS,
BYRASANDRA MAIN ROAD,
C V RAMAN NAGAR POST
BENGALURU-560093

...APPELLANTS

(BY SRI. R S RAVI, SENIOR COUNSEL FOR
SRI. SHIVARAJU M K, ADVOCATE)

AND:

1. M/S. BAGMANE DEVELOPERS PRIVATE LIMITED
A COMPANY INCORPORATED
UNDER THE COMPANIES ACT 1956
HAVING ITS REGISTERED OFFICE
AT LAKE VIEW BUILDING NO.66/1-4
'A' BLOCK 8TH FLOOR,
BAGMANE TECHNOLOGY PARK
C V RAMANAGAR BENGALURU-560093
REPRESENTED BY ITS AUTHORISED SIGNATORY
AND GENERAL MANAGER
MR SHASHANK BAGMANE
2. MR SHASHANK BAGMANE
THE AUTHORISED SIGNATORY
AND GENERAL MANAGER
M/S BAGMANE DEVELOPERS
PRIVATE LIMITED AT LAKE VIEW BUILDING
NO.66/1-4, 'A' BLOCK 8TH FLOOR,
BAGMANE TECHNOLOGY PARK



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C V RAMANAGAR BENGALURU-560093

3. D V RAMAKRISHNA
THE DIRECTOR
M/S BAGMANE DEVELOPERS
PRIVATE LIMITED AT LAKE VIEW BUILDING
NO.66/1-4, A BLOCK 8TH FLOOR,
BAGMANE TECHNOLOGY PARK
C V RAMANAGAR BENGALURU-560093
4. THE TAHSILDAR
BENGALURU EAST TALUK
MINI VIDHANA SOUDHA
KRISHNARAJA PURAM
BENGALURU

...RESPONDENTS

(BY SRI. BIPIN HEGDE, ADVOCATE FOR
SMT. RAKSHITHA D J, ADVOCATE FOR C/R1)

THIS MFA IS FILED UNDER ORDER 43 RULE 1(r) OF CPC,
AGAINST THE ORDER DATED 05.09.2024 PASSED ON I.A. NO.1
IN O.S.NO.7374/2023 ON THE FILE OF THE VI ADDITIONAL CITY
CIVIL AND SESSIONS JUDGE, BENGALURU CITY (CCCH.11),
DISMISSING THE I.A. NO.1 FILED UNDER ORDER XXXVIII RULE 1
AND 2 READ WITH SECTION 151 OF CPC AND ETC.

IN MFA NO. 7953/2024

BETWEEN:

1. SMT. JAYAMMA. K
W/O LATE B.GOPALAPPA
AGED ABOUT 66 YEARS
2. SRI.DIVAKAR G.
S/O LATE B.GOPALAPPA
AGED ABOUT 41 YEARS
3. KUMARI DHARSHINI D.
D/O DIVAKAR G.
AGED ABOUT 12 YEARS
BEING MINOR, REPTD.
BY HER FATHER SRI. DIVAKAR G.
THE APPELLANT NO.2 HEREIN



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4. MASTER RUCHITH D.
S/O DIVAKAR G.
AGED ABOUT 05 YEARS
BEING MINOR, REPTD. BY HIS FATHER
SRI. DIVAKAR G.,
THE APPELLANT NO.2 HEREIN.
5. SMT.DIVYA
W/O G.DIVAKAR
AGED ABOUT 38 YEARS
6. SMT.POORNIMA G.
D/O LATE B.GOPALAPPA
AGED ABOUT 43 YEARS
7. SMT.BHARATHI B.G.
D/O LATE B.GOPALAPPA
AGED ABOUT 40 YEARS

ALL ARE R/AT NO. 178/2, 7TH CROSS,
BYRASANDRA MAIN ROAD,
BENGALURU-560093.

...APPELLANTS

(BY SRI. R S RAVI, SENIOR COUNSEL FOR
SRI. SHIVARAJU M K, ADVOCATE)

AND:

1. M/S. BAGMANE DEVELOPERS PRIVATE LIMITED
A COMPANY INCORPORATED
UNDER THE COMPANIES ACT 1956,
HAVING ITS REGISTERED
OFFICE AT LAKE VIEW BUILDING,
NO.66/1-4, 'A' BLOCK, 8TH FLOOR,
BAGMANE TECHNOLOGY PARK,
C.V. RAMANAGAR, BENGALURU-560093.
REPRESENTED BY ITS AUTHORISED
SIGNATORY AND GENERAL MANAGER
MR.SHASHANK BAGMANE
2. MR.SHASHANK BAGMANE
THE AUTHORISED SIGNATORY AND
GENERAL MANAGER
M/S BAGMANE DEVELOPERS PRIVATE LIMITED
AT LAKE VIEW BUILDING,



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NO.66/1-4, 'A' BLOCK, 8TH FLOOR,
BAGMANE TECHNOLOGY PARK,
C.V. RAMANAGAR,
BENGALURU-560093.

3. D.V.RAMAKRISHNA
THE DIRECTOR
M/S BAGMANE DEVELOPERS PRIVATE LIMITED
AT LAKE VIEW BUILDING,
NO.66/1-4, 'A' BLOCK, 8TH FLOOR,
BAGMANE TECHNOLOGY PARK,
C.V. RAMANAGAR, BENGALURU-560093.
4. THE TAHSILDAR
BENGALURU EAST TALUK,
MINI VIDHANA SOUDHA,
KRISHNARAJA PURAM, BENGALURU.

...RESPONDENTS

(BY SRI. BIPIN HEGDE, ADVOCATE FOR
SMT RAKSHITHA D J, ADVOCATE FOR C/R1)

THIS MFA IS FILED UNDER ORDER 43 RULE 1 OF CPC,
AGAINST THE ORDER DATED 05.09.2024 PASSED ON I.A. NO.1
IN O.S.NO. 7375/2023 ON THE FILE OF THE VI ADDITIONAL CITY
CIVIL AND SESSIONS JUDGE, BENGALURU CITY (CCCH.11),
DISMISSING THE I.A. NO.1 FILED UNDER ORDER XXXVIII RULE 1
AND 2 READ WITH SECTION 151 OF CPC AND ETC.

IN MFA NO. 7995/2024

BETWEEN:

1. SMT. JAYAMMA. K
W/O LATE B.GOPALAPPA
AGED ABOUT 66 YEARS
2. SRI.DIVAKAR G.
S/O LATE B.GOPALAPPA
AGED ABOUT 41 YEARS
3. KUMARI DHARSHINI D.
D/O DIVAKAR G.
AGED ABOUT 12 YEARS
BEING MINOR, REPTD. BY HER FATHER
SRI. DIVAKAR G.



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THE APPELLANT NO.2 HEREIN

4. MASTER RUCHITHD.
S/O DIVAKAR G.
AGED ABOUT 05 YEARS
BEING MINOR, REPTD. BY HIS FATHER
SRI. DIVAKAR G.,
THE APPELLANT NO.2 HEREIN
5. SMT.DIVYA
W/O G.DIVAKAR
AGED ABOUT 38 YEARS
6. SMT.POORNIMA G.
D/O LATE B.GOPALAPPA
AGED ABOUT 43 YEARS
7. SMT.BHARATHI B.G.
D/O LATE B.GOPALAPPA
AGED 40 YEARS
R/AT NO.178/2, 7TH CROSS,
BYRASANDRA MAIN ROAD,
BENGALURU-560093

...APPELLANTS

(BY SRI. R S RAVI, SENIOR COUNSEL FOR
SRI. SHIVARAJU M K, ADVOCATE)

AND:

1. M/S. BAGMANE DEVELOPERS PRIVATE LIMITED
A COMPANY INCORPORATED
UNDER THE COMPANIES ACT 1956,
HAVING ITS REGISTERED
OFFICE AT LAKE VIEW BUILDING,
NO.66/1-4, 'A' BLOCK, 8TH FLOOR,
BAGMANE TECHNOLOGY PARK,
C.V. RAMANAGAR, BENGALURU-560093.
REPRESENTED BY ITS AUTHORISED SIGNATORY
AND GENERAL MANAGER
MR.SHASHANK BAGMANE



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2. MR.SHASHANK BAGMANE
THE AUTHORIZED SIGNATORY AND
GENERAL MANAGER
M/S BAGMANE DEVELOPERS
PRIVATE LIMITED
AT LAKE VIEW BUILDING,
NO.66/1-4, A' BLOCK, 8TH FLOOR,
BAGMANE TECHNOLOGY PARK,
C.V. RAMANAGAR,
BENGALURU-560093
3. D.V.RAMAKRISHNA
THE DIRECTOR
M/S BAGMANE DEVELOPERS
PRIVATE LIMITED
AT LAKE VIEW BUILDING, NO.66/1-4,
'A' BLOCK, 8TH FLOOR,
BAGMANE TECHNOLOGY PARK,
C.V. RAMANAGAR,
BENGALURU-560093
4. THE TAHSILDAR
BENGALURU EAST TALUK,
MINI VIDHANA SOUDHA,
KRISHNARAJA PURAM,
BENGALURU

...RESPONDENTS

(BY SRI. BIPIN HEGDE, ADVOCATE FOR
SMT. RAKSHITHA D J, ADVOCATE FOR C/R1)

THIS MFA IS FILED UNDER ORDER 43 RULE 1(r) OF CPC,
AGAINST THE ORDER DATED 05.09.2024 PASSED ON I.A. NO. 2
IN O.S.NO. 7375/2023 ON THE FILE OF THE VI ADDITIONAL CITY
CIVIL AND SESSIONS JUDGE, BENGALURU CITY (CCCH.11),
DISMISSING THE I.A. NO.2 FILED UNDER ORDER XXXVIII RULE 1
AND 2 READ WITH SECTION 151 OF CPC AND ETC.

THESE APPEALS, COMING ON FOR ADMISSION, THIS DAY,
JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR JUSTICE C.M. POONACHA



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ORAL JUDGMENT

MFA Nos.7953/2024 and 7995/2024 are filed by the plaintiffs calling in question the order dated 5.9.2024 passed in OS No.7375/2023 by the VI Additional City Civil and Sessions Judge (CCH-11), Bengaluru¹, whereunder IA Nos.1 and 2 filed by them were dismissed. MFA No.7889/2024 and 7778/2024 are filed by the plaintiffs calling in question the order dated 5.9.2024 passed in OS No.7374/2023 by the Trial Court challenging the dismissal of IA Nos.1 and 2 filed by them in the said suit.

2. In both the suits the plaintiffs/appellants are claiming their respective 1/7th share each in Sy.No.54/3 (earlier part of Sy.No.54), which measures 2 acres situated at Byrasandra Hobli, K.R.Puram Taluk, Bengaluru² and for other reliefs. The defendants in all the suits are the same. The relevant factual matrix in the suits is also similar and hence, the above appeals are taken up together for consideration.

3. The parties will be referred to as per their ranking before the Trial Court for the sake of convenience.

¹ Hereinafter referred to as 'Trial Court'

² Hereinafter referred to as 'suit property'



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4. The factual matrix in a nutshell leading to the present appeals are that one Jayamma and her children instituted OS No.7375/2023 for a declaration that the plaintiffs are having 1/7th undivided right, title and interest in the suit schedule 'A' property as also for a declaration that the Agreement of Sale dated 27.7.2021 and irrevocable General Power of Attorney³ dated 27.7.2021 executed in favour of defendant No.1 are null and void and for the other reliefs. One Lalitha and her children instituted OS No.7374/2023 for a declaration that they have undivided 1/7th right in the suit schedule 'A' property and for similar reliefs as sought in OS No.7375/2023.

5. It is the case of the plaintiffs in both the suits that they have undivided 1/7th share in the suit schedule 'A' property and being in need of financial accommodation by way of loan, were introduced to defendant Nos.1 and 2, who extended the financial assistance as required by the plaintiffs, on certain conditions. Accordingly, the plaintiffs executed Agreements of Sale dated 27.7.2021 and irrevocable GPAs dated 27.7.2021. Vide the said Agreements of Sale, it was

³ Hereinafter referred to as 'irrevocable GPA'



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agreed that the total sale consideration for the property of the plaintiffs was ₹4,56,57,000/- and that the entire sale consideration was paid by the purchaser/defendant No.1 and received by the plaintiffs on the said date. Under the irrevocable GPAs, the plaintiffs authorized defendant No.1 to act on their behalf. That a suit for partition and separate possession in OS No.1710/2008 was pending consideration, wherein the plaintiffs were parties and that defendant Nos.1 to 3 had misrepresented the plaintiffs that they would take care of the suit in OS No.1710/2008. That the plaintiffs learnt that the defendants have got the said suit withdrawn by filing an application Under Order XXIII Rule 1 of the Code of Civil Procedure, 1908⁴. Further, the plaintiffs approached the defendants to enable repayment of the loan amount or to exercise the other option of purchasing the suit property by paying the entire sale consideration which was the market value of the property. However, the defendants did not respond to the same. That the plaintiffs learnt that defendant Nos.1 to 3 have paid a total sum of ₹18,75,00,000/- to another co-sharer, who had equivalent 1/7th share as that of the plaintiffs

⁴ Hereinafter referred to as 'CPC'



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in the suit schedule 'A' property. Hence, the plaintiffs issued legal notices dated 18.8.2023 and 29.8.2023 and terminated the Agreements of Sale and irrevocable GPAs. Hence, the plaintiffs filed the suits seeking for appropriate reliefs.

6. The defendants entered appearance in the suits and contested the case of the plaintiffs by filing their written statements. It is the specific case of the defendants that they have entered into Agreements of Sale and irrevocable GPAs for the consideration being the value of the plaintiffs' share of the suit property and that the entire consideration was paid as on the date of the said agreements. That acting on the GPAs, defendant No.1 has got registered the Sale Deed/s dated 24.8.2023. That the termination of irrevocable GPAs by the plaintiffs is unilateral and that the plaintiffs have sought for payment of higher amount towards sale consideration since a higher amount was paid by defendant No.2 towards other co-sharers, who are similarly situated to the plaintiffs. That the purchase of the property by defendant No.1 of the other co-sharers was two years after the Agreements of Sale and GPAs were executed by the plaintiffs and in both the said documents



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defendant No.1 has paid the market value of the property as on the respective dates.

7. Along with the suits, the plaintiffs filed IA.No.1 under Order XXXIX Rules 1 and 2 of the CPC seeking for an order of Temporary Injunction to restrain defendant Nos.1 to 3 from interfering with the peaceful possession and enjoyment of the property of the plaintiffs. The plaintiffs also filed IA.No.2 under Order XXXIX Rules 1 and 2 seeking for an order of Temporary Injunction to restrain defendant Nos.1 and 3 from alienating or encumbering the property of the plaintiffs. The plaintiffs also filed IA.No.3 to restrain defendant No.4 – Tahsildar from mutating katha in favour of defendant No.1 in respect of the property of the plaintiffs. Defendant No.1 filed his objections to the said applications. The Trial Court by orders dated 5.9.2024 dismissed the applications. Being aggrieved, the present appeals have been filed by the plaintiffs challenging the dismissal of IA.Nos.1 and 2 filed in both the suits.

8. Learned Senior Counsel Sri R.S.Ravi appearing along with learned counsel Sri Shivaraju M.K, for the appellants/plaintiffs would vehemently contend that the



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plaintiffs had entered into the Agreements of Sale and irrevocable GPAs with defendant No.1 only as a loan transaction and that defendant No.1 did not have the power to withdraw the suit in OS No.1710/2008. That the plaintiffs had no intention to sell the property when they executed Agreements of Sale and irrevocable GPAs and were ready to repay the amounts that they received under the said documents. That as on the date of the Agreements of Sale, the market value of the property was more than ₹18.00 crores and there was no reason for the plaintiffs to agree to receive of a consideration, much lesser than the market value of the suit property. That admittedly, neither under the Agreements of Sale nor under the irrevocable GPAs, possession of the property of the plaintiffs had been handed over to defendant No.1 and hence, the plaintiffs continued to be in possession of the suit property. That although, the Sale Deeds are shown to have been executed on 24.8.2023, the same were registered only on 20.10.2023. That prior to the said Sale Deeds dated 24.8.2023, the plaintiffs having issued the legal/termination notices dated 18.8.2023 and 29.8.2023, which have been served on defendant No.1, no right has accrued to defendant



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No.1 by virtue of the Sale Deeds dated 24.8.2023. That challenging the withdrawal of OS No.1710/2008, the plaintiffs have filed RP No.20/2025 on 14.7.2025, which is subsequent to the passing of the impugned orders by the Trial Court. Hence, it is submitted that the Trial Court erred in rejecting the applications filed by the plaintiffs and sought for allowing of the above appeals and granting of the reliefs.

9. *Per contra*, learned counsel Sri Bipin Hegde along with learned counsel Smt.Rakshitha D.J, for defendant No.1 would contend that under the Agreements of Sale and irrevocable GPAs, the entire sale consideration agreed between the parties has been paid, which has been admittedly received by the plaintiffs. That defendant No.1 had entered into similar Agreements of Sale and irrevocable GPAs with all the other co-sharers of the property bearing Sy.No.54/3 and defendant No.1 has settled all the parties to the suit in OS No.1710/2008. That both the legal/termination notices dated 18.8.2023 and 29.8.2023 have been replied by defendant No.1 vide reply dated 7.9.2023, wherein it was specifically asserted that the irrevocable GPAs could not have been unilaterally terminated/cancelled. That by virtue of Section 202 of the



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Indian Contract Act, 1871⁵, an irrevocable GPA is not liable to be unilaterally terminated. That the plaintiffs have not produced any documents to demonstrate the case put forth by them that the transaction between the parties is a loan transaction. That by virtue of the Sale Deeds dated 24.8.2023, defendant No.1 is in possession of the entire extent of the property including the property of the plaintiffs. That the Trial Court having recorded a finding that the plaintiffs have failed to make out a *prima facie* case, the said finding ought not to be interfered with by this Court in the present appeals.

10. Both the learned counsels have relied upon various material on record as well as clauses of the agreements executed between the parties as also various citations, which shall be referred, to the extent that they are required for consideration of the issue that is required to be adjudicated in the present appeals.

11. The submissions of both the learned counsels have been considered and the material on record has been perused. The question that arises for consideration is, *whether the Trial*

⁵ Hereinafter referred to as 'Contract Act'



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Court was justified in rejecting IA.Nos.1 and 2 filed by the plaintiffs?

12. The essential factual matrix is undisputed, inasmuch as that the plaintiffs have 1/7th undivided right, title and interest each in property bearing Sy.No.54/3, which measures 2 acres. That the plaintiffs have executed Agreements of Sale dated 27.7.2021 agreeing to sell their respective properties for a total sale consideration of ₹4,56,57,000/- each in favour of defendant No.1 and that they have received the entire sale consideration from defendant No.1 as on the date of the said agreements. It is further undisputed that the plaintiffs have also executed irrevocable GPAs dated 27.7.2021 in favour of defendant No.1. It is further a matter of record that the plaintiffs have issued legal/termination notices dated 18.8.2023 and 29.8.2023 terminating the Agreements of Sale dated 27.7.2021 and irrevocable GPAs dated 27.7.2021. That defendant No.1 by reply notice dated 7.9.2023 has replied to the said legal notices dated 18.8.2023 and 29.8.2023.

13. At this juncture, it is relevant to note that in Agreements of Sale dated 27.7.2021, the pendency of OS



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No.1710/2008 is mentioned, as also the fact that the entire sale consideration of ₹4,56,57,000/- has been received. Clauses (3), (4)(c), (5) and (6) of the said Agreements of Sale are relevant and they are as under:

"3.Pending Litigation:

The Vendors have represented that except for O.S. 2942/2005 and O.S.1710/08 pending before the City Civil Court, Bangalore, RFA number 1204 of 2017 pending before High Court there are no other proceedings or claims pending with respect to the Schedule Property ('Pending Litigation') and the Schedule Property is free from all encumbrances/charge, etc. In this regard, the Vendors and Purchaser have jointly undertaken to settle/resolve the Pending Litigation. The Purchaser being aware of the Pendency of the aforesaid cases and the consequence thereof has agreed to purchase the Seclude B property upon the aforesaid cases being settled / resolved.

4. Representations and Warranties by the Vendors

The Vendors represent and warrant to the Purchaser as follows:

(c) Entire sale consideration has been paid to the Vendors as full and final settlement with respect to the conveyance of the Schedule B Property and the Vendors have no claims of whatsoever nature against the Purchaser with respect to the conveyance of the Schedule B Property.

5. Irrevocable General Power of Attorney:

The Vendors have contemporaneous with the execution of this Agreement have executed an irrevocable General Power of Attorney in favour of the Purchaser



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(hereinafter referred to as "Attorney") and have authorized the Attorney, inter-alia, to do acts and deeds to fully and effectually convey the Schedule B Property on the terms the Purchaser may deem fit.

6. *Specific Performance:*

a) *The Purchaser shall be entitled to specifically enforce the performance of the obligations of the Vendors under this Agreement and exercise other rights under law.*

b) *The Vendors shall not be entitled to terminate this Agreement as they have received the entire Sale Consideration from the Purchaser.*

(emphasis supplied)

14. Clauses (2), (3), (14) and (15) of the irrevocable

GPA are relevant and read as under:

"2) To sell/convey/alienate or in any manner transfer the Schedule B Property in favor of the Purchaser or its assignees or nominees or any other person/persons the Attorney may deem appropriate. To receive such sale consideration as the Attorney may deem appropriate and acknowledge receipt of such consideration by issue of receipt or such other documents;

3) To sign, execute and register, Agreement for Sale, Sale Deeds, Deeds of conveyance, transfer, lease, assignment, etc. in favour of itself or its assignees or nominees or any other person/ persons the Attorney may deem fit; and also execute deeds of ratification, rectification, cancellation, amendment, supplementary deeds, etc. in respect of the Schedule B Property (or any part thereof);

14) To file or initiate any proceedings (both civil and criminal) against any third party/ies before any court of law, forums, tribunal, arbitrator/s, arbitration tribunal,



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quasi-judicial authority, government authorities, government boards, etc., in connection with any of the matters, disputes and litigations pertaining to the Schedule B Property;

15. To sign, verify and execute on behalf of Principals: plaints, written statements, counter claims, petitions, appeals, review petitions, applications, affidavits, power of attorney and papers of every description that may be necessary to be signed, verified and executed by the Principals for the purpose of any matters or proceedings pertaining to the Schedule B Property, before any court of law, forums, tribunals, arbitrator/s, arbitration tribunal, quasi-judicial authority, government authorities, government boards, etc;

xxxx

THE PRINCIPALS HEREBY ACKNOWLEDGE AND IT IS HEREBY MADE CLEAR that this Irrevocable-Power of Attorney is coupled with interest and the powers and authorities hereby granted to the Attorney are irrevocable.

(emphasis supplied)

15. It is clear from the aforementioned that, the GPA is irrevocable and coupled with interest.

16. Section 202 of the Contract Act reads as under:

"202. Termination of agency, where agent has an interest in subject-matter.—Where the agent has himself an interest in the property which forms the subject-matter of the agency, the agency cannot, in the absence of an express contract, be terminated to the prejudice of such interest.

(emphasis supplied)



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17. It is the assertion of defendant No.1 that acting on the said irrevocable GPAs, Sale Deeds dated 24.8.2023 have been executed, which has been registered on 20.10.2023. While it is the vehement contention on behalf of the appellants that the plaintiffs have not handed over possession of the property to defendant No.1, it is relevant to note here that the subject matter under the Agreements of Sale is 1/7th undivided title and interest of the plaintiffs in Sy.No.54/3. The defendants assert absolute right, title and interest in respect of the property of the plaintiffs by virtue of the Sale Deeds dated 24.8.2023.

18. With regard to the registration of the Sale Deeds, learned counsel for the appellants/plaintiffs, referring to the date of the Sale Deeds as also the date of the registration of the Sale Deeds, would attempt to point out certain inconsistencies. However, learned counsel for respondent No.1/defendant No.1 would contend that a Sale Deed is valid for four months, during which period it could be registered, and refers to the provisions of the Registration Act, 1908 in that regard. However, the said aspect of the matter is not required to be adjudicated upon while considering the present appeals



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since the primary aspect that is required to be considered is as to whether the irrevocable GPAs executed by the plaintiffs in favour of respondent No.1/defendant No.1 could be unilaterally terminated by the plaintiffs.

19. It is also the assertion of defendant No.1 that it has entered into similar Agreements of Sale and irrevocable GPAs with respect to all the co-sharers of Sy.No.54/3 as also has entered into Deed of Confirmation dated 27.7.2021 with respect to an extent of 1 acre 22 guntas in Sy.No.54/2 which is contiguous with Sy.No.54/3. It is relevant to note here that in OS No.1710/2008, suit item No.1 property is Sy.No.54/3 measuring 2 acres and suit item No.2 property is Sy.No.54/2 measuring 1 acre 22 guntas. It is placed on record that defendant No.1 acting pursuant to the irrevocable GPA executed by the co-sharers, has filed IA.No.23 in OS No.1710/2008 under Order XXIII Rule 1(1) read with Section 151 seeking permission to withdraw the suit and the Trial Court vide order dated 20.3.2023 has allowed IA.No.23 and dismissed the suit as withdrawn.

20. It is sought to be contended by defendant No.1 that having entered into Agreements of Sale and irrevocable GPAs



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with all the co-sharers of the property in Sy.No.54/2 and 54/3 and after settling all the litigations between the parties, which is the subject matter in OS No.1710/2008, defendant No.1 is now in absolute possession of the entire extent of the property in both the survey numbers i.e., 54/2 and 54/3.

21. It is forthcoming that the Trial Court while considering IA.Nos.1 and 2 in both the suits has recorded a finding that revocation of the GPAs by the plaintiffs is impermissible and contrary to Section 202 of the Contract Act. The Trial Court has further, noticed the contentions put forth by defendant No.1 and has recorded a finding that *prima facie* the plaintiffs are not in possession of the suit property and that defendant No.1 is the owner of the suit property and is in possession of the same. The Trial Court, also recorded a finding that no steps have been taken by the plaintiffs being aggrieved by the withdrawal of the suit in OS No.1710/2008. At this juncture, it is pointed out on behalf of the appellants that RP No.20/2025 has been filed in the month of June 2025 and the next date of hearing in the said review petition is 14.7.2025.



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22. The Hon'ble Supreme Court in the case of **Seth Loon Karan Sethiya v. Ivan E. John & Ors.**,⁶ was considering the following question:

"1) Whether the power of attorney in question is a power coupled with interest; if it is so, whether the same is revocable?"

22.1. In the said context, the Hon'ble Supreme Court held as follows:

"There is hardly any doubt that the power given by the appellant in favour of the bank is a power coupled with interest. That is clear both from the tenor of the document as well as from its terms. Section 202 of the Contract Act provides that where the agent has himself an interest in the property which forms the subject-matter of the agency, the agency cannot, in the absence of an express contract, be terminated to the prejudice of such interest. It is settled law that where the agency is created for valuable consideration and authority is given to effectuate a security or to secure interest of the agent, the authority cannot be revoked. The document itself says that the power given to the bank is irrevocable."

(emphasis supplied)

23. A coordinate Bench of this Court in the case of **Meenakshi & Ors., v. Pandurang Bhimrao Laxmeshwar & Ors.**,⁷ has held as follows:

⁶ 1968 SCC OnLine 252

⁷ Order dated 9.10.2023 passed in WP No.103965/2023



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"18. If an agreement is entered into on a sufficient consideration whereby an authority is given for the purpose of securing some benefit to the donee of the authority, the authority is irrevocable on the ground that it is coupled with an interest.

20. Where agency is created for valuable consideration, an authority is given to effectuate the security or to secure the interest of the agent, the authority cannot be revoked."

(emphasis supplied)

24. At this juncture, it would also be relevant to notice the judgment rendered by a coordinate Bench of the Madras High Court in the case of **Anantha Pillai v. Rathnasabapathy Mudaliar**⁸, whereunder the manner of consideration of a Power of Attorney has been enumerated. The relevant portion of the said judgment reads as under:

"The general principles regarding the construction of a power-of-attorney are well-settled. Powers -of-attorney must be strictly construed as giving only such authority as they confer expressly or by necessary implication. Where an act purporting to be done under the power-of-attorney is challenged as being in excess of the power, it is necessary to show that on a fair construction of the whole instrument the authority in question is to be found within the four corners of the instrument either by express terms or by necessary implication. Some of the principles governing the construction of a power-of-attorney are : (1) the operative part of the deed is controlled by the recitals; (2) where an authority is given to do particular acts, followed by general words, the general words are restricted to what is necessary for the performance of the

⁸ Judgment dated 26.3.1968 passed in S.A.No.407/1965



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particular acts; (3) the general words do not confer general powers but are limited to the purpose for which the authority is given and are construed as enlarging the special powers only when necessary for that purpose; (4) a power-of-attorney is construed so as to include all medium powers necessary for its effective execution."

(emphasis supplied)

25. It is clear from a plain reading of Section 202 of the Contract Act and the *dicta* as laid down, noticed above that, the irrevocable GPA coupled with interest cannot be unilaterally terminated.

26. In the present case, as noticed above, the GPA itself is styled as an "irrevocable General Power of Attorney". It is also mentioned therein that the same is coupled with interest. Further, it is relevant to note that the entire sale consideration has been paid by the defendant No.1, which is duly acknowledged by the plaintiffs. Also, defendant No.1 acting on the said GPA has done various acts including resolving the pending litigation and filing a compromise petition in OS No.1710/2008. The said aspect should also be construed from the perspective that it is the contention of defendant No.1 that all the owners of the suit property have been settled vis-à-vis the right, title and interest of the respective owners of



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the suit property and similar Agreements of Sale and irrevocable GPAs have been executed by them in favour of defendant No.1. Having regard to the same, it would not be open to the plaintiffs to unilaterally terminate the said GPA by issuance of the legal/termination notices dated 18.8.2023 and 29.8.2023.

27. With regard to the contention put forth on behalf of the appellants that the plaintiffs have not handed over possession of the properties owned by them under the Agreements of Sale and irrevocable GPAs, it is pertinent to note here that the properties of the plaintiffs that were the subject matter of the Agreements of Sale and irrevocable GPAs were undivided 1/7th shares in Sy.No.54/3. It is forthcoming from the record that defendant No.1 has entered into appropriate agreements, whereunder absolute right, title and interest has been purchased from all the co-sharers of Sy.Nos.54/3 and 54/2.

28. The Trial Court has recorded a finding that the plaintiffs have failed to make out a *prima facie* case for grant of relief as sought for.



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29. It is settled law that the Appellate Court ought not to interfere in a discretionary order passed by the Trial Court unless the discretion exercised is shown to have been done arbitrarily, capriciously or perversely or where the Court has ignored the settled principles of law regulating grant or refusal of interlocutory injunctions. As long as the discretion exercised by the Trial Court is reasonable and in a judicial manner, interference with the same is not warranted. [**See. (1) Mohd. Mehtab Khan and others V. Khushnuma Ibrahim Khan and others⁹. (2) Lakshminarasimhiah and others Vs. Yalakki Gowda¹⁰.]**]

30. In view of the discussion made above, the appellants have failed in demonstrating that the order passed by the Trial Court is, in any manner erroneous and liable to be interfered with by this Court in the present appeals.

31. Hence, the question framed for consideration is answered in the **affirmative**. The appeals are dismissed as being devoid of merit.

32. The observations made by the Trial Court in the impugned orders dated 5.9.2024 as well as by this Court in the

⁹ (2013) 9 SCC 221

¹⁰ 1965(1) MysLJ 370



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above appeals are only for the purpose of consideration of the interim applications and the Trial Court shall adjudicate upon the suit, uninfluenced by any observations made.

Sd/-
(C.M. POONACHA)
JUDGE

ND
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