

KARN410004502021



**IN THE COURT OF THE SENIOR CIVIL JUDGE & J.M.F.C.,
AT MAGADI.**

Present:

**Sri. Sandeep S. Reddy, B.A.L., LL.B.,
Sr. Civil Judge & JMFC., Magadi.**

Dated This the 24th Day of March, 2026

R.A. No. 43/2021 C/w RA No. 45/2021

RA No.43/2021

Appellant:

Shivanna
S/o Dyavanna,
Aged about 53 years,
No.16 Kamakshipalya,
Vrushbhavathi Nagar,
Sarakki Layout,
5th Main Road,
Magadi Main Road,
Bengaluru-560079.

(By **Sri. G.C.S.**, Advocate)

-- V/s --

Respondents : 1.

P. K. V. Naik
Aged about 70 years,
D/o Late Sri Vittappa Naik,
R/at No.U-8,5th Cross,
Dayanandanagar,
Sriramapura,
Bangalore-560021.



2. Smt.E Bharathi,
Aged about 40 years,
D/o Late G,Eswara Rao,
R/at 18th B Main Road,
Opposite Dhobi Ghat,
5th Block, Rajajinagar,
Bangalore-560010.

3. Smt. G.S. Geetha,
Aged about 23 years,
D/o Late Govinda Rao.

4. Smt, G. S. Priya,
Aged about 22 years,
D/o Late Govinda Rao.

Respondent No. 3 & 4
are R/at No 29/1,
1st Main, Azad Nagar,
Chamarajpete,
Bangalore-560018.

5. V. Jayaram
Aged about 70 years,
S/o Late Venkatashamappa,
R/at No 77/(1) A, Cholara
Palya, Magadi Road,
Bangalore-560023.

6. Thammayya,
Aged about 75 years,
S/o Late Rangaiyah,
R/at No 20/1, 4th Cross
Road, Mandalappa Lane,



Cholara Palya, Magadi
Road Bangalore-560023.

(R1 to 4 By **Sri. B.T.I.**, Advocate)
(R5 By **Sri. S.K.**, Advocate)
(R6 dead)

Date of institution of appeal	31.07.2021		
Nature of the appeal	The appellant prays to set-aside the impugned judgment & decree passed by the Hon'ble Court of II Addl. Civil Judge (Jr. Dvn.) and JMFC, Magadi in OS No. 202/2006, dated: 16.04.2021.		
Date of Judgment	24.03.2026		
Total Duration	Years	Months	Days
	04	07	24

**Senior Civil Judge & JMFC.,
Magadi.**

RA No. 45/2021

- Appellants:**
1. Shivanna
S/o Dyavanna,
Aged about 53 years,
No.16 Kamakshipalya,
Vrushbhavathi Nagar,
Sarakki Layout,
5th Main Road,



Magadi Main Road,
Bengalore-560079.

(By **Sri. G.C.S.**, Advocate)

-- V/s --

- Respondents** :
1. Smt.Kumudini
Aged about 24 years,
D/o Sundara Rao,
R/at No.1521, 28th Cross,
2nd Stage, Banashankari,
Bangalore-560070.
 2. Smt.Rama Bai,
Aged about 52 years,
W/o Late Mukunda Rao,
R/at No.9/11, 6th Cross,
2nd Main, Govindarajnagar,
Bangalore-560040.
 2. Smt.Suhasini
Aged about 26 years,
D/o Sundara Rao,
R/at No.1521,
28th 'A' Cross, 2nd Stage,
Banashankari,
Bangalore-560070.
 4. B. Jagannath,
Aged about 35 years,
R/at No. 16, "Kavitha Nilaya",
Meenakshipura,
Kamakshipalya,
Bangalore-560079.



5. Smt. Saraswathi,
Aged about 45 years,
W/o late Santoji Rao.
6. Kumari Hemalatha,
Aged about 18 years,
D/o of Madhava Rao.

Both [5] and [6] are R/at
No.16, Kavitha Nilaya,
Meenakshipalya,
Bangalore-560079.

7. M. Dasaratha Rao,
Aged about 28 years,
S/o Late Mukinda Rao.
8. M. Sashi Kumar,
Aged about 26 years,
S/o late Mukunda Rao.
9. M.Kiran Kumar,
Aged about 34 years,
S/o late Mukunda Rao.

All the plaintiffs [7] to [9]
are R/at No. 9/11,
6th Cross, 2nd Main,
Goivindarajnagar,
Bangalore 560040.

10. G. Sandeep Kumar,
Aged about 25 years,
S/o Sri Jaimuni Rao,
R/at No.24/2, "Kasturi Nilayam",
7th Cross, Cholur playa,



Magadi Road,
Bangalore-560003.

11. Govinda Kumar,
Aged about 32 years,
S/o late Kondanda Rao Pole,
R/at No.47, "Ganga Nilaya"
7th Cross, Opposite to Yellamma
Temple, Magadi Road,
Bangalore-560023.
12. Smt.N.Radha Bai,
Aged about 38 years,
W/o Arjun Kumar,
R/at No.47 "Ganganilaya",
7th Cross Road, Opp. to
Yellamma Temple,
Magadi Road,
Bangalore-560023.
13. Smt.N.Roopa Rao,
Aged about 37 years,
W/o Gopala Rao,
R/at No.42, 2nd Cross,
Road, 4th Main Road,
Srirampuram, Bangalore-560021.
14. Smt.Asha,
Aged about 26 years,
W/o P.M.Ravichandra,
C/o T.S.Balaram,
R/at No.352, 1st Main Road,
Panchasheelanagara,
Mudalapalya,
Nagarabhavi Post,
Bangalore-560072.



15. T.R. Mudanmohan Rao,
Aged about 53 years,
S/o late T.G Rama Rao,
R/at "Jyothi" Vinobanagar,
3rd Main, Tumkur.

16. T.M. Kumar,
Aged about 28 years,
S/o late T.A Madhu Rao,
R/at Bombay Building Road,
18th Cross, Kampasiddayanapalya,
Tumkur.

17. Narasimha Murthy
Aged about 60 years,
S/o late N.Govinda Rao,
R/at No.445, "Narasimha Kripa",
Maratahalli Post, Bangalore City.
Since dead by his Lrs.

- 17a. Smt.Nagarathna Bai
W/o Late G.Narasimhamurthy,
Aged about 62 years.

- 17b. N.Naveen Kumar
S/o Late G.Narasimhamurthy,
Aged about 40 years.

- 17c. Smt.N.Veena
D/o Late G.Narasimhamurthy,
Aged about 38 years.

- 17d. Smt.N.Roopa
D/o Late G.Narasimhamurthy,
Aged about 33 years.



Respondent No.17(a to d)
are R/at
No.445, Narasimha Krupa,
Ananada Nagara,
Marathahalli Post,
Bangalore.

18. Smt. Tarabai,
Aged about 56 years,
W/o R.Krishnoji Rao,
R/at No. 122, 8th Cross
Road, 4th Main, Bangalore-560018.
Since dead by her Lrs.

18a. R.K. Lokesh
S/o Late Tarabai.

18b. R.K. Ramesh
S/o Late.Tarabai.

18c. Smt.R.K. Savitha
D/o Late Tarabai,

18d. Smt.R.K.Prema
D/o Late Tarabai.

Respondent No.18(a to d)
are R/at
No.122, 8th Cross Road,
Chamarajpet, Bangalore-18.

19. Dhamendra Pawar,
Aged about 28 years,
S/o B.K.Krishnoji Rao,
R/at No. 122, 3rd Block,
Rajajinagar, Bangalore-560010.



20. V. Jayaram,
Aged about 70 years,
S/o Late Venkatasamappa,
R/at No 77/(1) A, Cholara Palya,
Magadi Road, Bangalore -560023
21. Thammayya,
Aged about 75 years,
S/o Late Rangaiah,
R/at No 20/1, 4th Cross Road,
Mandalappa Lane,
Cholara Palya,
Magadi Road,
Bangalore-560023.

(R1 to 16 & 19, 17(b to d), 18(a to d) By **Sri. B.T.I.**, Advocate)
(R20 By **Sri. S.K.**, Advocate)
(R17, 18 & 21 dead)

Date of institution of appeal	03.08.2021		
Nature of the appeal	The appellant prays to set-aside the impugned judgment & decree passed by the Hon'ble Court of II Addl. Civil Judge (Jr. Dvn.) and JMFC, Magadi in OS No. 127/2006, dated: 16.04.2021.		
Date of Judgment	24.03.2026		
Total Duration	Years	Months	Days
	04	07	21

**Senior Civil Judge & JMFC.,
Magadi.**



COMMON JUDGEMENT

In the present appeal, the defendants/appellants assails the judgment dated: 16.04.2021 passed by the Hon'ble Court of II Addl. Civil Judge & JMFC, Magadi in the suit bearing O.S. No. 202/2006 C/w OS No. 127/2006, whereby the Hon'ble trial court decreed the suit.

2. In the case at hand the parties to the appeal are hereinafter referred to in terms of their status before the Hon'ble trial court.

3. **Brief facts leading to the appeal RA No.43/2021 & RA No.45/2021 are as follows:**

It is the case of the plaintiff that the plaintiff No.1 is the absolute owner of site bearing No.36 formed in Sy.No.14/2 situate at Channenahalli Village, Tavarekere Hobli, Bangalore South Taluk which is morefully described in Item No.1 to the suit schedule and hereinafter shall be referred to as suit schedule property. That the defendant No.1 & 2 had executed the registered sale deed dt : 22.05.2006 in favor of plaintiff and



plaintiff has been in possession of the suit schedule Item No.1 since the date. That the plaintiff No.2 is the absolute owner of site bearing No.33 formed in Sy.No. 14/2 situate at Channenahalli Village, Tavarekere Hobli which is morefully described in the schedule to the plaint and hereinafter referred to as Item No.2 of the suit schedule property. That plaintiff No.2 has been in possession of the said site since the date of his purchase. Likewise the plaintiff No.3 & 4 are the owners of site No.25 formed in the same survey number 14/2 which is morefully described in the schedule Item No.3 of the suit schedule and it is hereinafter referred to as suit schedule Item No.3.

That the plaintiffs are purchasers of the various sites from the defendants. That plaintiffs are in possession of their sites. That the plaintiffs are poor persons and they want to be a house for their shelter in the said sites. That on 10.07.2006 at about 10 a.m. the plaintiffs went to the suit sites and found that defendants were trying to prevent the plaintiffs from



entering into the site property. That the defendants are very powerful persons. That defendant No.1 & 2 had formed 48 sites in Sy.No.14/2 of Channenahalli Village. That the plaintiffs had purchased different sites from defendant No.1 & 2. That defendant No.1 to 3 had been trying to interfere with the plaintiffs peaceful possession and enjoyment of the suit schedule properties. That the stone pillars erected were removed by plaintiffs That the defendants have been indulging in disturbing in possession of the suit schedule properties. That the defendants have acted in the high handed manner and hence, the plaintiffs had filed the aforesaid suit seeking for the relief of permanent injunction restraining the defendants, their agents, servants, or others acting on their behalf from interfering with plaintiffs possession and enjoyment of the suit schedule property.

4. After service of summons the defendant No.1 & 2 had appeared before the court and filed their written statement. In the written statement the defendant No.1 & 2



have denied all the plaint averments. They further contend that the sale deeds are concocted and plaintiffs were never in possession of the suit schedule property. That defendants never formed any sites in Sy.No.14/2 as alleged and they have not sold to anybody the said sites for sale consideration. That one Guddaiah is very well known person and he is a friend of defendant. The defendants No.1 & 2 were having confidence with one Guddaiah of Meenakshinagar and he had taken signatures on some of the documents by misrepresenting the defendants. That defendants later came to know about the said misrepresentation. That the said Guddaiah had misused the said signatures and created some documents such as general power of attorney and affidavit using the signatures of defendants No.1 & 2. That defendant No.1 & 2 had given paper publication in Sanjeevini Daily news paper by canceling the said power of attorney. That defendants had never sold or executed any GPA to any other persons much less the plaintiffs. That the said signatures are misused and concocted.



That on the basis of said GPA no authority arises for execution of the sale deeds. That the said sale deeds were created only to grab the properties of the defendants. That the plaintiffs have no right to file the suit.

5. The defendant No.3 has filed the written statement denying all the plaint averments. The defendant No.3 further contends that defendant No.1 & 2 along with their sons have sold the suit schedule property and other property through a registered sale deed dt: 22.09.2005 for a sum of Rs. 5,52,000/-. That the possession was also handed over to the defendant No.2. That the revenue authorities have mutated the name of defendant according to his title and possession. The mutation and RTC are mutated in the name of defendant No.3. That the suit schedule property is part and parcel of the property purchased by defendant No.3. That defendant No.3 is in lawful possession and enjoyment of suit schedule property. That the suit filed by the plaintiff is without reason and the same is not maintainable. The suit schedule property is not



properly described and the same is misconceived. There is no common cause of action for filing of the aforesaid suit and the suit filed by the plaintiffs is liable to be dismissed as it is bad in law. That the plaintiff has no common interest over the suit schedule property as per the version stated by the plaintiffs in the plaint.

6. Having regard to the pleadings and the documents produced, the Hon'ble trial court framed following issues;

Issues in OS No.202/2006 C/w 127/2006

1. Whether the plaintiffs prove that their lawful possession over their respective suit schedule properties ?
2. Whether the plaintiffs proves that the the defendants are interfering with their respective possession of the properties ?
3. Whether the plaintiffs are entitled for the reliefs claimed by them ?
5. What order or decree?



7. The plaintiffs in support of their case got examined the witnesses PW-1 to 28 and got marked Ex.P1 to 45 and closed his side. Defendant in support of his case got examined the witness as DW1 and got marked Ex.D1 to 21 documents and closed his side. The witnesses were fully cross examined by the plaintiffs and defendant.

8. On hearing the arguments of the learned counsel for the plaintiff, Hon'ble trial court decreed the suit vide judgment dated: 16.04.2021. The said judgment has been challenged before this court on the following common grounds:

1. The Hon'ble trial court had failed to appreciate the fact that the appellant is the owner of entire extent in Sy.No.14/2 measuring 2 acres and 1 guntas.
2. That the trial court erred on facts and law in decreeing the suit without there being an existence of common cause of action and it had failed to appreciate the evidence tendered by the appellant to prove that he is the owner in possession of entire Sy.No.14/2 measuring 2



acre and 1 gunta.

3. That the trial court committed grave error in decreeing the suit when plaintiffs failed to establish their lawful possession.
4. That the trial court failed to notice that the layout sketch formed in the agricultural land bearing Sy.No.14/2 was not produced. That the trial court committed an error in decreeing the suit for bear injunction when plaintiffs had failed to produce the copy of MR, tax paid receipts and other relevant documents.
5. That the trial court erred in decreeing the suit for bear injunction when appellant had specifically denied the title of plaintiffs over the sites and also identification of the sites.
6. That the trial court had committed an error without appreciating Ex.D1 to 21 filed by appellant in support of his case. The trial court has not at all appreciated the importance and relevance of the documents marked by the appellant.

9. Amongst other formal grounds, the appellant prays to set aside the judgment dated: 16.04.2021 passed by the



Hon'ble court of II Addl. Civil Judge (Jr. Dvn.) & JMFC,
Magadi in OS No. 202/2006 C/w OS No. 127/2006.

10. Heard learned counsel for the appellant and respondents on appeal.

11. In view of the contentions raised by the appellants and respondents following points arise for my consideration;

COMMON POINTS

1. Whether the trial court has rightly concluded that the plaintiff had been in lawful possession over the suit schedule propriety?
2. Whether the trial court has rightly concluded that the defendants interfered with plaintiff's peaceful possession?
3. What order or decree ?

12. My findings for the above points are as under:

- Point No.1 : In the negative
- Point No.2 : In the negative
- Point No.3 : As per final order



for the following;

COMMON REASONS

13. **Point No.1 & 2** :- It is the case of the plaintiff No.1 to 4 that they had purchased sites as described in Item No.1 to 3 of the suit schedule property through separate sale deeds dt: 16.03.2006, 31.08.2002 and 20.03.2006. That after the said sale deed were registered the plaintiff No.1 to 4 were estopped illegally from enjoying the sital property. Accordingly the plaintiffs have filed the aforesaid suit seeking for the relief of permanent injunction restraining defendants from interfering with their peaceful possession.

14. The defendant No.1 & 2 had filed the written statement contending that the suit of the plaintiffs is not maintainable and they had sold the entire extent of Sy.No.14/2 to defendant No.3. They further contend that one Guddaiah who was a good friend to the defendants had misused the signatures of defendant No.1 & 2 that he had



misused the GPA's given by defendant No.1 & 2. That defendant No.1 & 2 had given paper publication on 23.06.2005 calling upon the public not to rely upon the power of attorney given by defendant No.1 & 2.

15. The defendant No.3 has filed the written statement contending that the defendant No.1 & 2 had withdrawn the GPA executed through paper publication and they had purchased the suit schedule property through a registered sale deed on 22.09.2005 for valuable consideration. That the defendant No.3 was put in possession and he is in possession of the said property.

16. The entire burden of proving Issue No.1 to 3 has been cast on plaintiffs. The plaintiffs in order to prove their case have produced the documents Ex.P1 to 45. The trial court at para 13 has clearly given the details about the documents produced by plaintiffs which reads as under:

“13. In order to prove the case, the plaintiffs examined themselves as PW1 to 28 and filed affidavit



*in lieu of examination in chief and reiterated all the
plaint averments. Further got marked documents as
Ex.P1 is the Sale Deed dated:31.08.2002. Ex.P2 is the
Encumbrance Certificate. Ex.P3 is the Sale Deed.
Ex.P4 is the Power of Attorney. Ex.P5 is the Affidavit.
Ex.P6 is the Sale Deed. Ex.P7 is the Sale Deed
dated:06.04.2006. Ex.P8 is the G.P.A. Ex.P9 is the
Affidavit. Ex.P10 is the Sale Deed dated:06.04.2006.
Ex.P11 is the G.P.A. Ex.P12 is the Affidavit. Ex.P13 is
the Sale Deed dated:21.04.2006. Ex.P14 is the G.P.A.
Ex.P15 is the Affidavit. Ex.P16 is the Sale Deed
dated:21.04.2006. Ex.P17 is the G.P.A. Ex.P18 is the
Affidavit. Ex.P19 is the Sale Deed dated:21.04.2006.
Ex.P20 is the G.P.A. Ex.P21 is the Affidavit. Ex.P22 is
the Sale Deed dated:16.03.2006. Ex.P23 is the G.P.A.
Ex.P24 is the Affidavit. Ex.P25 is the Sale Deed
dated:21.04.2006. Ex.P26 is the G.P.A. Ex.P27 is the
Affidavit. Ex.P28 is the Sale Deed dated:21.04.2006.
Ex.P29 is the G.P.A. Ex.P30 is the Affidavit. Ex.P31 is
the Sale Deed dated:20.03.2006. Ex.P32 is the G.P.A.
Ex.P33 is the Affidavit. Ex.P34 is the S.P.A. Ex.P35 is
the Absolute Sale Deed. Ex.P36 is the Registered Sale
Deed. Ex.P37 is the G.P.A. Ex.P38 is the Sale Deed.
Ex.P39 is the Affidavit. Ex.P40 is the G.P.A. Ex.P41 is*



the Affidavit. Ex.42 is the Sale Deed dated:20.03.2006. Ex.P43 is the G.P.A. Ex.P44 is the Affidavit. Ex.P45 is the Photo.“

17. The defendants in order to prove their case have got examined the witness DW1 and got marked the documents Ex.D1 to 21 in support of their case. The DW1 got marked the documents Ex.D1 to 21 in support of his case. The relevant portion of the said documents reads as under:

“14. In order to disprove the case, the defendant No.3 himself examined as DW1 and got marked Ex.D1 to Ex.D21. Ex.D1 is the Sale Deed dated:22.09.2005. Ex.D2 is the Mutation. Ex.D3 is the RTC. Ex.D4 is the Encumbrance Certificate. Ex.D5 is the Hissa Survey Tippani. Ex.D6 is the Mutation. Ex.D7 is the certified copy of Nakashe. Ex.D8 is the Hissal Mojini Hakku Patra. Ex.D9 is the Akhar Band. Ex.D10 to 14 are the 5 RTC extracts. Ex.D15 is the Letter issued by the Bangalore Development Authority. Ex.D16 is the certified copy of Sale Agreement dated:22.01.1990. Ex.D17 and 18 are the two RTC extracts. Ex.D19 to 21 are the two photos and one C.D.“



18. On careful perusal of the pleadings, it can be seen that some of the facts presented by the parties have not been disputed by either of the parties. The contention of the plaintiff with respect to the defendant No. 1 and defendant No. 2, being the owners of Survey No. 14/2 of Channenahalli Village, Tavarekere Hobli is not disputed by plaintiff and defendants. The defendant No. 1 to 3, in fact have admitted that Sy. No. 14/2 belongs to defendant No. 1 & 2. The defendant No. 1 and 2 have taken the contention that one Guddaiah had obtained signature of defendant No. 1 and 2 by misrepresenting the defendant No. 1 and 2 and created a GPA. That the said GPA executed by defendant No. 1 and 2 was canceled by defendant No. 1 and 2 by giving newspaper publication in Sanjevani newspaper on 23.06.2005. That subsequent to issuance of newspaper publication on 23.06.2005, the property was sold to the plaintiff by the said GPA Holder on 22.09.2005.



19. Before advertng to further facts of the case it is necessary to examine the complete legal aspects relating to the termination of general power of attorney. It is the settled principle of law that if a general power of attorney is being used to create any documents then it is on the plaintiff to prove that the said general power of attorney was terminated as per Sec. 85 of Indian Evidence Act. Section 85 of Indian Evidence Act reads as under:

“....85. Presumption as to powers-of-attorney.—The Court shall presume that every document purporting to be a power-of-attorney, and to have been executed before, and authenticated by, a Notary Public, or any Court, Judge, Magistrate, 1[Indian] Consul or Vice-Consul, or representative 2[* *] of the 3[Central Government], was so executed and authenticated...”*

20. The Hon'ble Hon'ble High Court of Karnataka in **T.L. Nagendra Babu vs. Manohar Rao Pawar, 2004 SCC**



OnLine Kar 550 : ILR 2005 Kar 884 : (2005) 1 KCCR 447

at page 894 reads as under:

“23.In the light of these Judgments, what is clear to this Court is that to have a presumption under Section 85 of the Evidence Act, the document in question namely the power of attorney has to be to the satisfaction of the Court in the matter of maintainability.”

21. Thus, if any document is executed through a power of attorney then the presumption would be that the principal had executed the said document himself unless it is rebutted. In the present case, it is the defendant No. 1 and 2 who have taken the contention that they had executed the power of attorney in favor of one Guddaiah, They further contend that by issuing the paper publication, they had cancelled the general power of attorney issued in favor of the attorney holder. Hence, by invoking Section 85 of the Indian Evidence Act, it is clear that the onus of proving the said fact to rebut



and prove the cancellation of the said GPA is on the defendant No. 1 and 2.

22. It is the case of the defendant No.1 and 2 that the power of attorney issued to Guddaiah was revoked by issuing newspaper publication in the daily newspaper the Sanjevani on 23.06.2005. The plaintiff has contended that this procedure of termination of power of attorney is not valid and there was no termination of power of attorney. Hence, it is necessary to see and examine whether the power of attorney was validly executed or not.

23. The Hon'ble Supreme Court of India in this extract is taken from ***Thankamma George v. Lilly Thomas, (2024) 8 SCC 351 : 2024 SCC OnLine SC 1673 at page 366*** has laid down the following procedure for proving that the power of attorney has been terminated.

“.....27. In the absence of a particular mode suggested for revocation of the authority of an agent, the manner adopted by the principal to revoke the authority of the



agent must be one which clearly and unequivocally communicates to the parties i.e. to be affected by such revocation, that the agent's authority has been withdrawn. In the framework of Sections 207 and 208 of the Act, the revocation/renunciation of authority may be made by express words or may be implied from the words and conduct of the principal viz. which is inconsistent with the continuance of the agency. This is one facet of renunciation or revocation of authority of an agent; the other facet is governed by Section 208 of the Act. Section 208 provides for the effective time and date of termination of the agent's authority and third parties.

28. From a plain reading, Section 208 infers and gives effect to revocation upon the twin conditions being satisfied, (i) communication to the agent and (ii) knowledge to a third party i.e. one who deals with or is likely to deal with the agent. Then, the revocation of authority becomes known to the agent and the said third parties. In other words, an idea in the mind of the principal to revoke cannot be construed as implied revocation or renunciation of agency. There ought to be an act or conduct of the principal which implies that the agency is revoked or withdrawn. If the



revocation is expressed, such as by publication in newspapers, public notice or advertisement, communication to the agent, etc. the parties who deal with the agent have a reasonable opportunity to know the revocation of agency by the principal. Two stages of revocation are, firstly, one dealing with the agent, and secondly, one which applies to the third parties. For attracting the consequence of revocation to either of the situations, the revocation of the agent's authority is made by the principal in a manner that clearly implies that the principal has withdrawn the authority to act on his or her behalf by the agent. Followed by knowledge to third parties, let us examine the circumstances of the case on whether implied revocation coupled with communication is established...."

24. From plain reading of the aforesaid judgment, it is clear that the defendant No. 1 and 2, while terminating the said general power of attorney, ought to have given the communication to the agent regarding the termination of general power of attorney. Further, the Defendant No. 1 and 2



were cast upon a duty to ensure that the third parties who might deal with the said General Power of Attorney will get to know about the said termination. These acts as stipulated in the aforesaid judgment ought to be proved by defendant No. 1 and 2 to prove that there was cancellation of general power of attorney on 23.06.2005 as claimed by defendant No. 1 and 2. It is pertinent here to mention that during the course of the arguments being addressed, learned advocate for appellant has produced the newspaper publication dated 23.06.2005, along with the memo. The Hon'ble Supreme Court of India in Thankamma George v. Lilly Thomas, supra has clearly stated that while terminating the general power of attorney, the communication of termination or cancellation of general power of attorney must be given to the agent. In the present case, defendant No. 1 and 2 have not entered into the witness box and they have not given any evidence regarding the said communication of the cancellation of power of attorney given to the agent. The defendant No. 1 and 2 ought to have



produced the evidence to show that they had taken steps to ensure that the third parties would get the knowledge about the said termination of the general power of attorney. The taking of steps and the evidence regarding this aspect is also not produced before the court by defendant No. 1 and 2. Infact, defendant No. 1 and 2 have not entered into the witness box. The defendant No. 3 who got himself examined as DW1 also has not taken steps to ensure that these documents are produced before the court. The documents produced by defendants i.e. Ex.D1 to D21, there are no such documents which would comply with the guidelines of Hon'ble Supreme Court of India in Thankamma George v. Lilly Thomas supra.

25. In the present case, the defendant No. 1 and 2 have not entered into the witness box. They have not led any evidence. The defendant No. 1 and 2 have not produced any documents in support of their case. The defendant No. 1 and 2 have not produced the paper publication dated 23.06.2005, which they contend to have issued in the newspaper. The



defendant No. 1 and 2 have not produced the general power of attorney through which the said Guddaiah had executed the sale deeds. The defendant No. 1 and 2 have not produced a legal notice or any other notice to show that their agent Sri Guddaiah was having knowledge about the cancellation of general power of attorney on 23.06.2005.

26. Another aspect involving in the aforesaid case also pertains to the general power of attorney, which includes whether the general power of attorney was coupled with the interest. If the general power of attorney is coupled with the interest, then the aspect would have to be dealt in a totally different manner. In the present case, under all these circumstances, defendant No. 1 and 2 ought to have proved the cancellation of general power of attorney.

27. The plaintiff has produced the sale deeds. Ex.P1 is the sale deed dated 31.08.2002. Ex.P7 is the sale deed dated 06.04.2006. Ex.P10 is the sale deed dated 06.04.2006. Ex.P13 is the sale deed dated 21.04.2006. Ex.P16 is the sale deed



dated 21.04.2006. Ex.P19 is the sale deed dated 21.04.2006. Ex.P22 is the sale deed dated 16.03.2006. Ex.P25 is the sale deed dated 21.04.2006. Ex.P28 is the sale deed dated 21.04.2006. Ex.P31 is a sale deed dated 20.03.2006. The plaintiff has also produced the general power of attorneys, as per Ex.P4, 8, 11, 14, 17, 20, 23, 26, 29, 30, 32, 34, 37 and 40.

28. On perusal of the said GPA, it is seen that the contentions of defendant No. 1 and 2 with respect to execution of GPA in favour of Guddaiah cannot be believed upon. Ex.P1 is a sale deed pertaining to the site bearing No. 35. The defendant No. 1 and 2 have executed the GPA in favour of Kumari Suhasini. The defendant No. 1 and 2 have not explained this aspect of the case. They have not denied execution of GPA in favour of Kumari Suhasini nor they have admitted this fact.

29. Ex.P3 is the sale deed dated 06.04.2006 executed by defendant No. 1 and 2 in favour of one of the plaintiff. On



further perusal, it can be seen that defendant No. 1 and 2 had executed a GPA in favour of one N. Gopalrao, which is not pleaded in the pleadings by the defendants at all.

30. Ex.3 is a sale deed dated 21.04.2006 executed by defendant No. 1 and 2 through their power of attorney holder Smt. Shakuntalabai. This aspect is also not proved or pleaded by defendant No. 1 and 2 in his evidence. Ex.P7 is another sale deed dated 06.04.2006 executed by defendant No. 1 and 2 through the power of attorney holder Smt. Radhabai, which is not pleaded by defendant No. 1 and 2 in his pleadings. Ex.P10 is another sale deed dated 06.04.2006 executed by defendant No. 1 and 2 through the power of attorney holder Arjun Kumar. This aspect is also not pleaded or denied in the written statement filed by defendant No. 1 and 2. Likewise, the rest of the sale deeds as discussed above also contains the names of power of attorney holders, who are different than Guddaiah. The name of Sri Guddaiah as the power of attorney holder is not reflected in any of the sale deeds. Thus, it can be



seen from the aforesaid documents that the case of the defendants with respect to execution of the power of attorney in favour of Guddaiah and subsequently canceling the said sale deed cannot be believed or trusted upon.

31. On careful perusal of the sale deeds, it can be seen that the plaintiff was given possession of the sites by defendant No. 1 and 2. These sites were given in possession to the plaintiff much before the execution of the registered sale deed by defendant No. 1 and 2 in favour of defendant No. 3 through the said sale deeds.

32. On careful perusal of the documents produced by the plaintiff, it can be seen that the plaintiff was put in possession through the sale deeds. The plaintiff has sold the sites and defendants are claiming the scheduled property as the entire survey number. The question of the ownership of defendants is another aspect. It is the defendants who are claiming that the general power of attorney executed on behalf of defendant No. 1 and 2 was not genuine. The defendant No.



1 and 2 have not entered into the witness box to raise cloud over the title of plaintiff. On the other hand, the documents produced by defendants, especially the sale deed dated 22.09.2005, mutation register extracts, RTCs, encumbrance certificates, hissa survey, mutation register extracts, Nakashe, Akarband, RTCs etc., does not in any way show that defendants were in possession as on the date of filing of the aforesaid suit.

33. On perusal of the judgment of the trial court, it can be seen that the reasons given by trial court with respect to the pleadings not being in accordance with Order 6 Rule 4 of CPC, with regard to the cancellation of GPA, with regard to the possession of plaintiff in the suit schedule property and with regard to maintainability of the aforesaid suit cannot be interfered. The trial court has rightly concluded in allowing the aforesaid original suit. Hence, I find no reason, for interfering in the findings given by trial court. Hence, ***I answer Point No.1 & 2 in the Negative.***



34. **Point No.3:** For the reasons stated on Point No.1 & 2 and in the interest of justice and equity, I proceed to pass the following;

ORDER

The appeal filed by the appellant questioning the correctness of the judgment & decree dated: 16.04.2021 passed by Hon'ble Court of II Addl. Civil Judge & JMFC, Magadi in OS No. 202/2006 C/w OS No. 127/2006 is hereby dismissed.

The judgment and decree of the Hon'ble trial court passed in OS No. 202/2006 C/w OS No. 127/2006 stands confirmed.

Draw decree accordingly.

Send back the records of the Hon'ble trial court along with the copy of this judgment forthwith.

*(Dictated to the Stenographer directly on the computer, typed by him, corrected by me and then pronounced in the open court on this the **24th day of March, 2026.**)*

**(Sandeep S. Reddy)
Sr. Civil Judge & JMFC.,
Magadi.**

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Separate judgment signed and pronounced in open court.

ORDER

The appeal filed by the appellant questioning the correctness of the judgment & decree dated: 16.04.2021 passed by Hon'ble Court of II Addl. Civil Judge & JMFC, Magadi in OS No. 202/2006 C/w OS No. 127/2006 is hereby dismissed.



The judgment and decree of the Hon'ble trial court passed in OS No. 202/2006 C/w OS No. 127/2006 stands confirmed.

Draw decree accordingly.

Send back the records of the Hon'ble trial court along with the copy of this judgment forthwith.

**Sr. Civil Judge & JMFC.,
Magadi.**